

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, December 8, 2025 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.

Council-Manager Briefing

6:15 PM - Council Assignment Discussion

Business Meeting Call to Order

Mayor Mitch Rhodus

Prayer/Pledge of Allegiance

Councilmember Gwen Brill

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Environmental Commission "Friends of the Forest" Award Presentation
2. Presentations to Mayor Rhodus

Citizen Comments

Council Reports

Public Hearing(s)

1. 2026 Operating Budget Hearing
2. Joint Public Hearing - Minnicks PUD

Approval of Minutes

1. Regular Meeting Minutes - November 24, 2025

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the revised concept plan and final development plan for the Patterson Place Planned Unit Development.
 - Legislation - Hold Second Reading pending Planning Commission recommendation

New Business - Motion to Read All New Business by Title Only

1. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to execute an agreement for a State Capital Grant to fund a portion of the Marsh Lake Trail extension and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

2. Public Safety - Councilmember Dale Paullus

- a. Ordinance to adopt new sections and amend various other sections of the Traffic and General Offenses Codes of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

4. Public Works - Councilmember Debbie Pennington

- a. Resolution supporting the City of Fairfield's continued partnership and development

of National Railroad Partnership Program/Federal-State Partnership for Intercity Passenger Rail ("FSP") application to be submitted before the 2026 deadline and determining appropriateness of assistance proposed be provided to Butler County Transportation Improvement District ("BCTID") and the Ohio Rail Development Commission.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

b. Ordinance to Change the Name of Service Drive between Mack Road and Stockton Station Drive in the City of Fairfield, Ohio to Stockton Station Drive

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

5. Finance & Budget - Councilmember Tim Meyers

a. Ordinance to authorize the City Manager to execute a collective bargaining agreement with the International Association of Firefighters, Local 4010, for wages, hours and terms and conditions of employment and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

b. Resolution adopting a cybersecurity program for the City of Fairfield, Ohio, pursuant to Ohio Revised Code Section 9.64 and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

c. An Ordinance to make estimated appropriations for the expenses and expenditures of the City of Fairfield, Ohio, during the period beginning January 1, 2026, and ending December 31, 2026.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

d. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending Decembr 31, 2025." - Supplemental Appropriations.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- e. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
 - Contractual Appropriations: \$250,000 total (\$250,000 Real Estate Exchange Agreement (Public Utilities))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- f. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
 - Non-Contractual Appropriations: \$271,780 total (see below for description)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

\$17,122 - Traffic Signal Cabinet Replacement – River and Joe Nuxhall (Public Works)

\$4,225 - new 12" gutter valve at the Aquatic Center (Parks & Recreation)

\$22,780 - purchase of new patio furniture at North Trace and the Elisha Morgan Mansion & new tables at Village Green (Parks & Recreation)

\$8,966 - Tree removal at South Trace and North Trace golf courses (Parks & Recreation)

\$25,000 - UPS Replacements (IT Services - City Manager's Office)

\$4,100 - new awning at North Trace concessions (Parks & Recreation)

\$40,000 - Multi-Factor Authentication (MFA) licensing and implementation (IT Services - City Manager's Office)

\$74,900 - 2025 Emergency Storm Sewer Lining – Route 4 and Roesch & various other locations (Public Works)

\$74,687 - Fiber Optic Installation Project (Public Utilities)

Meeting Schedule

Tuesday, December 16 - Oath of Office, 5:30 PM

Monday, January 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
Monday, January 26 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]



Fairfield City Council
November 28, 2025

Public Hearing Notice

City of Fairfield Budget Hearing
Proposed 2026 Operating Budget

The City of Fairfield will hold a Public Hearing beginning at 6:00 p.m. on Monday, December 8, 2025, in the Council Chambers of the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio. The purpose of the hearing is to receive written and oral comments from the public concerning the proposed annual operating budget for the year 2026 and the use of funds contained in the proposed budget which is summarized below.

A copy of this information, the entire budget and additional background materials are available for public inspection weekdays from 8:00 a.m. to 5:00 p.m. at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio, in the offices of the Finance Director and the Clerk of Council.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, November 28, 2025



Fairfield City Council
November 28, 2025

Joint Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for 7:00 PM on Monday, December 8, 2025 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield Ohio, 45014. The purpose of the hearing is to solicit citizen input regarding a request to revise the existing Planned Unit Development (PUD). The applicant proposes to construct a drive-through on 3.11 acres of the 9.12-acre parcel, and twenty-two (22) residential homes comprised of 11 duplexes on 6.1 acres.

Parties that wish to review the application may do so by visiting the Development Services Department located at the Fairfield Municipal Building or on the Development Services page on the City website at www.fairfield-city.org/devservices. Questions may be directed to the Department by telephone at (513) 867-5345 or via e-mail at development@fairfieldoh.gov. The Department is open Monday through Friday, between 8:00 AM and 5:00 PM.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, November 28, 2025

**City of Fairfield Minutes
Regular Meeting of City Council
November 24, 2025**

Council-Manager Briefing

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill. Staff members present: Scott Timmer, Laurie Murphy, Adam Sackenheim, Steve Wolterman, Alisha Wilson, Mandi Brock, Jason Hunold, Gillian Hart, Ben Mann, Greg Kathman, Erin Lynn, Diana Davenport, Tom Lakamp, Steve Maynard and Tami Moore.

Assistant City Manager Sackenheim and Sustainability Manager Hart presented the Sustainability Plan Update. See attached slides.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Councilmember Davidson led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
Councilmember, 2nd Ward Dale Paullus
Councilmember, 3rd Ward Debbie Pennington
Councilmember, 4th Ward Adam Kraft
Councilmember, At-Large Tim Meyers
Councilmember, At-Large Matt Davidson
Councilmember, At-Large Gwen Brill

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Meyers, moved for an Executive Session to discuss the employment or compensation of a public employee or official. Roll call vote. Motion carried 7-0.

Special Presentations

1. 100th Birthday Proclamation to Erasmo Iovino

Mayor Rhodus presented a proclamation to Erasmo Iovino in honor of his 100th birthday.

Citizen Comments

None.

Council Reports

Councilmember Brill thanked the Parks & Recreation Department for the Parade of Lights. She said it was fantastic, and it was difficult to judge because of how great the floats were. She also thanked Assistant City Manager Adam Sackenheim and Sustainability Manager Gillian Hart for the sustainability update during the briefing this evening.

Councilmember Davidson also commended the Parks & Recreation Department for doing a great job on the parade. He said it gets better every year, and he was impressed that he couldn't tell the next day that anything was even held because the clean-up was so fast.

Councilmember Meyers commended the Finance Department for receiving the 2024 Ohio Auditors State Award for a clean audit report and congratulated the team for their hard work.

Councilmember Kraft announced that Duke Energy recognized the Development Services Department with the 2025 Partner Achievement Award. The department was chosen among all municipalities that Duke serves in the Cincinnati area. Councilmember Kraft congratulated the department for receiving this award.

Councilmember Pennington announced that final pavement on South Gilmore Road is being finished, and all lanes will be open for the holidays, and that Seward Road will re-open tomorrow. She also announced that the Historical Society and Four Seasons Garden Club, Elisha Morgan Mansion holiday event on December 7.

Councilmember Besl also commended the Parks & Recreation Department and staff for a phenomenal parade. She stated that she is proud to be part of a community that hosts great events. She reminded residents about the story walk at Huffman Park and stated that the stories would be changed periodically. She also announced that Parks restrooms and water fountains have been winterized until spring.

Mayor Rhodus welcomed Senator Lang and invited him to speak. Senator Lang commented that his focus in office is to make Ohio the most business-friendly state in the country and return the state to its former ranking.

Mayor Rhodus commended the parade again and commented that the parade route was lined with about as many people as were in Village Green.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - November 10, 2025

The Regular Meeting Minutes of November 10, 2025 were approved as written and submitted.

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance to amend various sections of the Planning and Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Councilmember Kraft presented the third reading of this ordinance.

Councilmember Meyers commended the Development Services staff and Planning Commission volunteers for a thorough review and update to the planning and zoning code.

Councilmember Adam Kraft, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 137-25. APPROVED 7-0.

2. Public Safety - Councilmember Dale Paullus

- a. Ordinance to adopt the 2025 Emergency Operations Plan for the City of Fairfield.

Councilmember Paullus presented the third reading of this ordinance. Councilmember Dale Paullus, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 138-25. APPROVED 7-0.

New Business - Motion to Read All New Business by Title Only

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 7-0.

1. Community & Public Relations - Councilmember Gwen Brill

- a. Ordinance to authorize the City Manager to Enter into a Field of Interest Fund Agreement with the Fairfield Community Foundation to establish the "Fairfield Recovery and Wellness Fund."

The City has been exploring strategic and sustainable methods for deploying the settlement funds received from the One Ohio opioid litigation. The primary goal is to ensure these funds have a meaningful and lasting impact on our community, rather than being exhausted on short-term, one-time expenditures.

To achieve this, we propose a strategic partnership with the Fairfield Community Foundation. This agreement would use \$350,000 in settlement funds to establish a permanent endowment—the **Fairfield Recovery and Wellness Fund**.

This structure provides several key advantages:

- **Perpetual Impact:** By establishing an endowment and requesting that distributions be made from interest and income only, the \$350,000 principal (corpus) remains intact. This fund will generate investment returns in perpetuity, creating a permanent, annual funding stream for recovery and wellness programs far into the future.
- **Targeted Purpose:** The Fund's purpose is explicitly tied to the One Ohio guidelines. Disbursements will support local programs and initiatives that "prevent, treat, and aid recovery from addiction, including opioid and other substance use disorders, as well as co-occurring mental health conditions."
- **Expert Administration:** The Fairfield Community Foundation will manage all administrative aspects, including fund investment, compliance, and application intake from local non-profits.
- **Retained City Oversight:** This agreement is structured to ensure the City maintains final authority. Annually, Foundation staff, along with the City Manager or a designee, will review all grant applications and submit recommendations directly to the **full City Council for final review and approval.**

This "Field of Interest" model leverages the Foundation's investment expertise while ensuring the funds are deployed in alignment with Council's priorities and with a strong preference for organizations serving City of Fairfield residents. This approach transforms a one-time settlement into a long-term community asset dedicated to health and recovery.

Katie Braswell, VP Community Foundation, thanked Council for considering the Foundation to help manage the fund, along with other Fairfield funds.

Mayor Rhodus reiterated that these funds last forever and will be a continual benefit to the community.

Councilmember Brill presented the first reading of this ordinance. Councilmember Gwen Brill, seconded by Leslie Besl, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Gwen Brill, seconded by Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 139-25. APPROVED 7-0.

2. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the revised concept plan and final development plan for the Patterson Place Planned Unit Development.

- Legislation - First Reading

- Set Joint Public Hearing Date - December 8, 2025

Councilmember Kraft presented the first reading of this ordinance and announced the Joint Public Hearing on Monday, December 8 at 7 PM.

3. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025" - Supplemental Appropriations.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Matt Davidson, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 140-25. APPROVED 7-0.

- b. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."
 - Contractual Appropriations: \$350,000 total (\$350,000 Field of Interest Fund at Fairfield Community Foundation)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Matt Davidson, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 141-25. APPROVED 7-0.

- c. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."
 - Non-Contractual Appropriations: \$81,250 total (see below for description)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 142-25. APPROVED 7-0.

\$40,277 - Instrumentation Pressure Differential Transmitters (Public Utilities - Water Division)

\$12,353 - Replacement Refrigerated Composite Sampler (Public Utilities - Wastewater Division)

\$8,400 - New storage area at Community Arts Center (Parks & Recreation)

\$20,220 - New carpet at South Trace Club House (Parks & Recreation)

Meeting Schedule

Monday, December 8: Council-Manager Briefing, 6:15 PM; Regular Meeting, 7:00 PM

Tuesday, December 16: Oath of Office, 5:30 PM

Monday, January 12: Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:35 PM.

Adjournment

The Regular Meeting adjourned at 8:01 PM.

ATTEST:

Clerk of Council

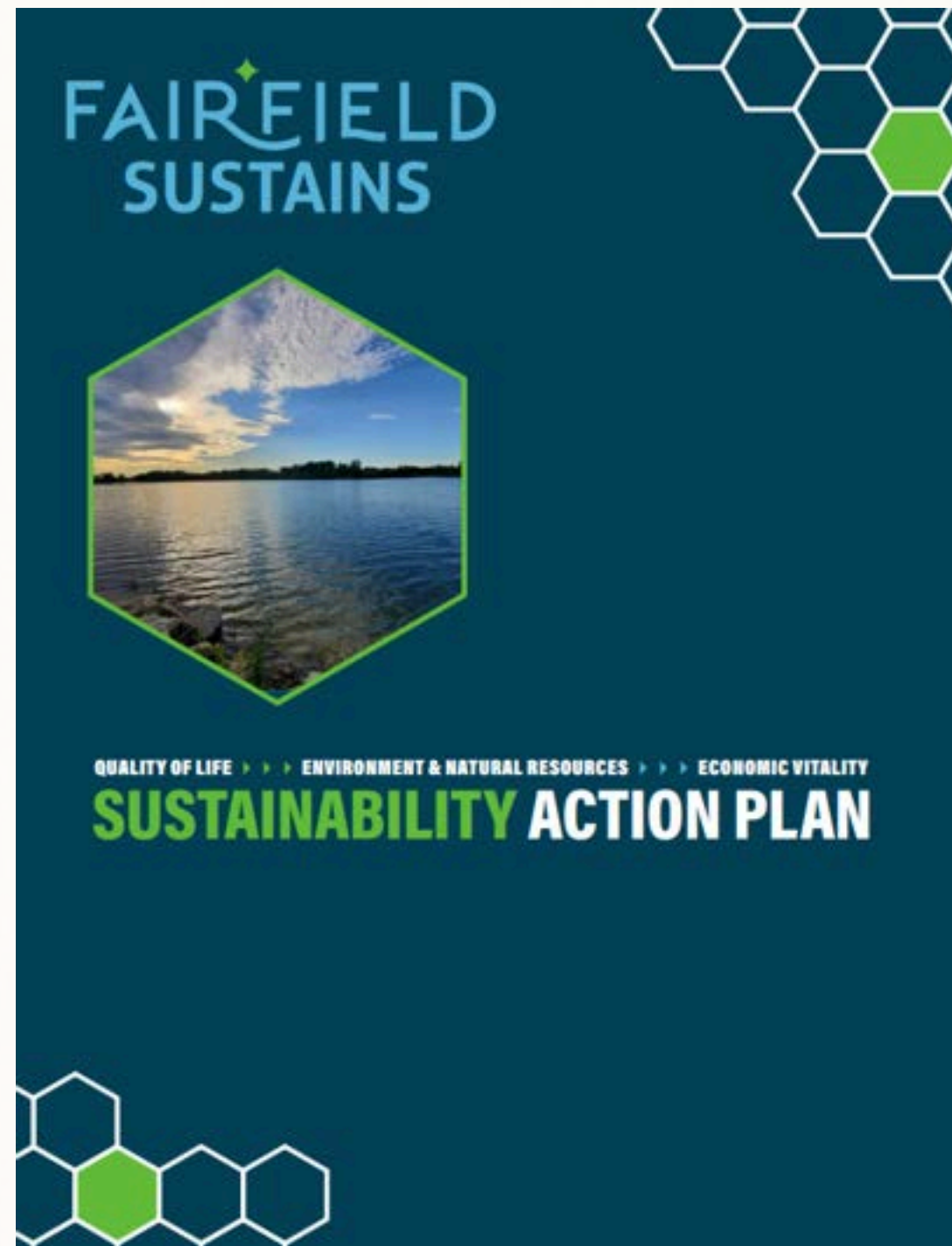
Mayor's Approval
Date Approved:



Sustainability Update Council Manager Briefing

November 24, 2025

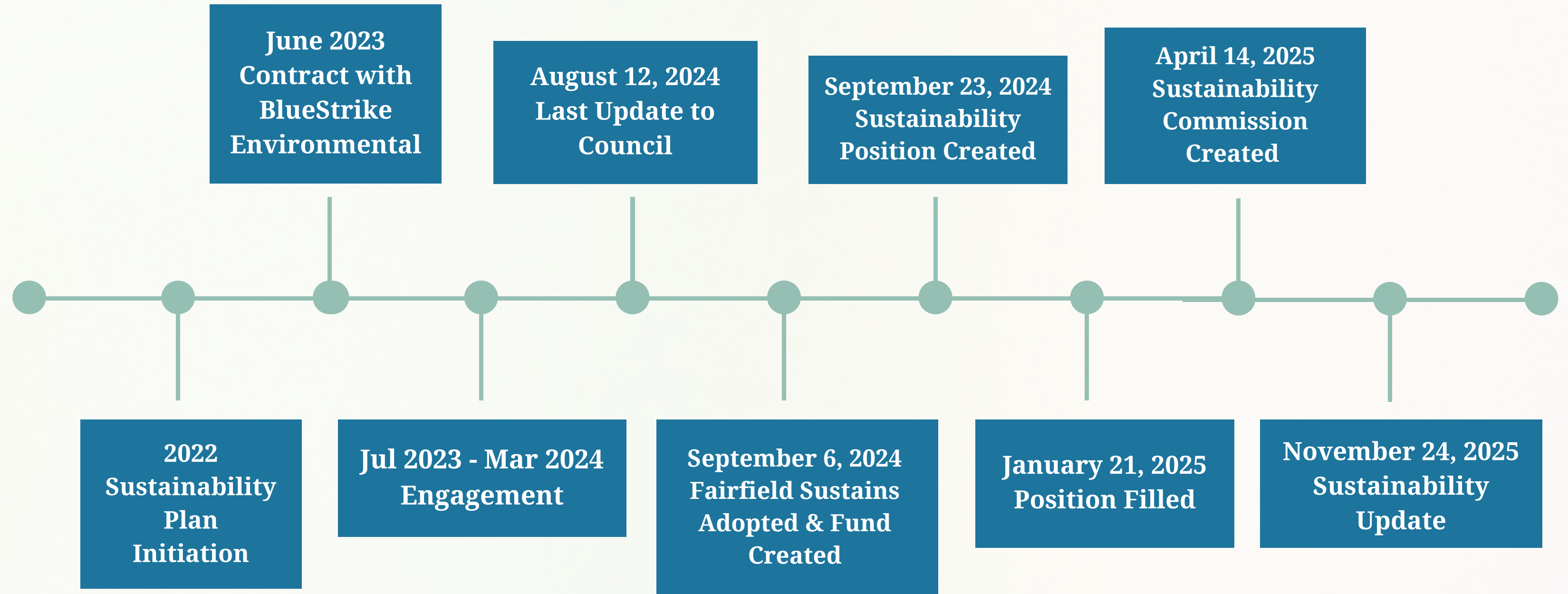
Fairfield Sustains



Five Frameworks:

- Mobility & Transportation
- Buildings & Energy
- Resource Conservation
- Nature & Green Community
- Business & Community Resilience





Strategic Roadmap

Framework	Goals	Strategies	Action Steps
Mobility & Transportation	1	5	18
Buildings & Energy	1	9	32
Resource Conservation	2	6	12
Nature & Green Community	1	2	11
Business & Community Resilience	3	5	17
Total	8	27	101

Mobility & Transportation

2025:

- ✓ EV Charger Grant/Implementation
- ✓ Fairfield Connects
- ✓ Procurement of EV for City Fleet
- ✓ EV Tax Credit
- ✓ PCFO Zero Emission Plan

20%, 30%



Goal MT.1.0

Reduce Vehicle Miles Traveled (VMT) Emissions by 20% by 2030 and 30% by 2055

2026



Looking Ahead

- Fairfield Connects
- Fleet & Specialty Equipment Electrification

Buildings & Energy

2025:

- ✓ Community Energy Aggregation
- ✓ Municipal RECs/Rates
- ✓ WWTP Solar
- ✓ Energy Efficient Windows
- ✓ OH Energy Conference

50%, 100%



Goal E.1.0

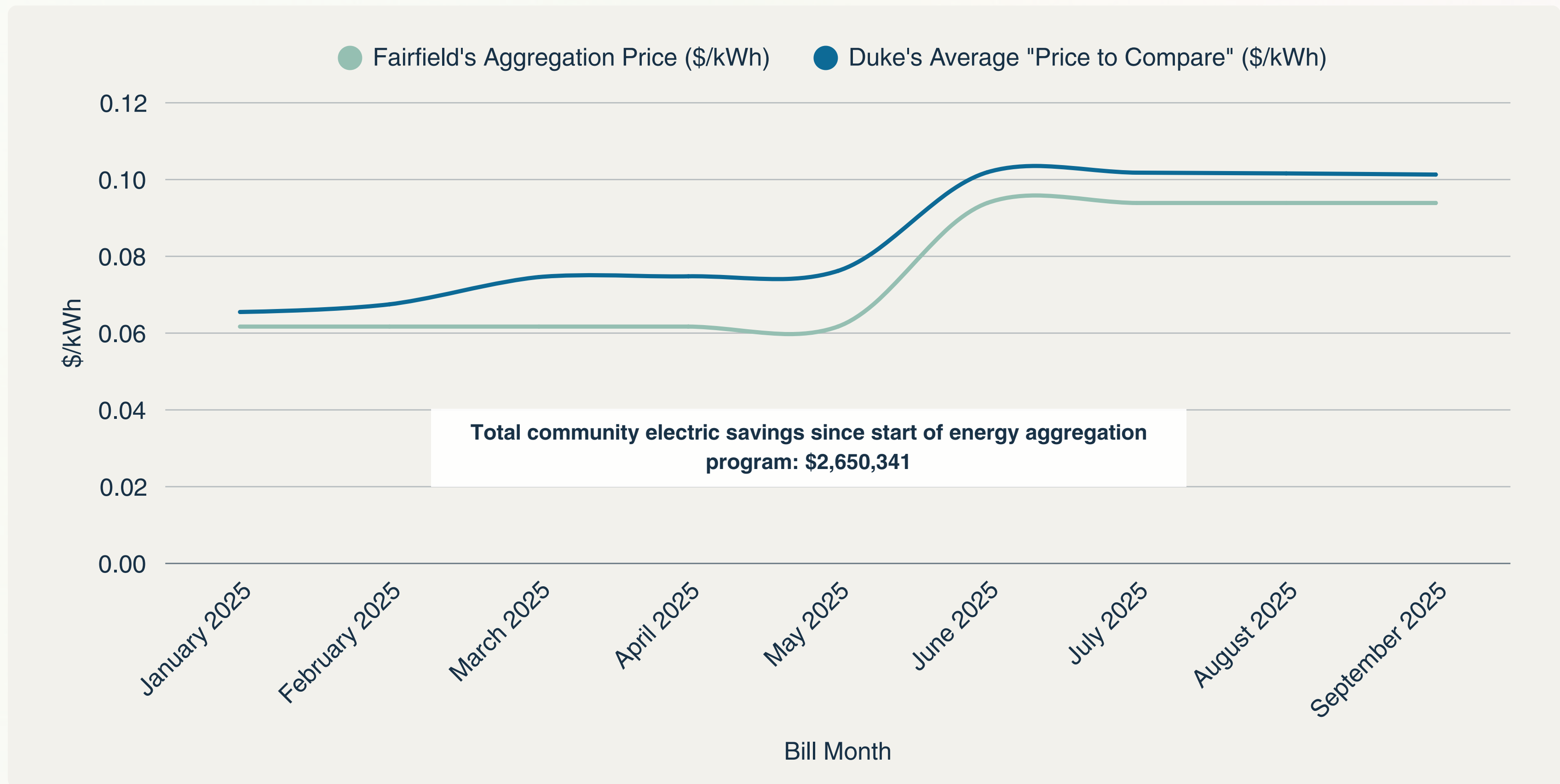
Reduce Energy Emissions
by 50% by 2030 and
100% by 2055

2026

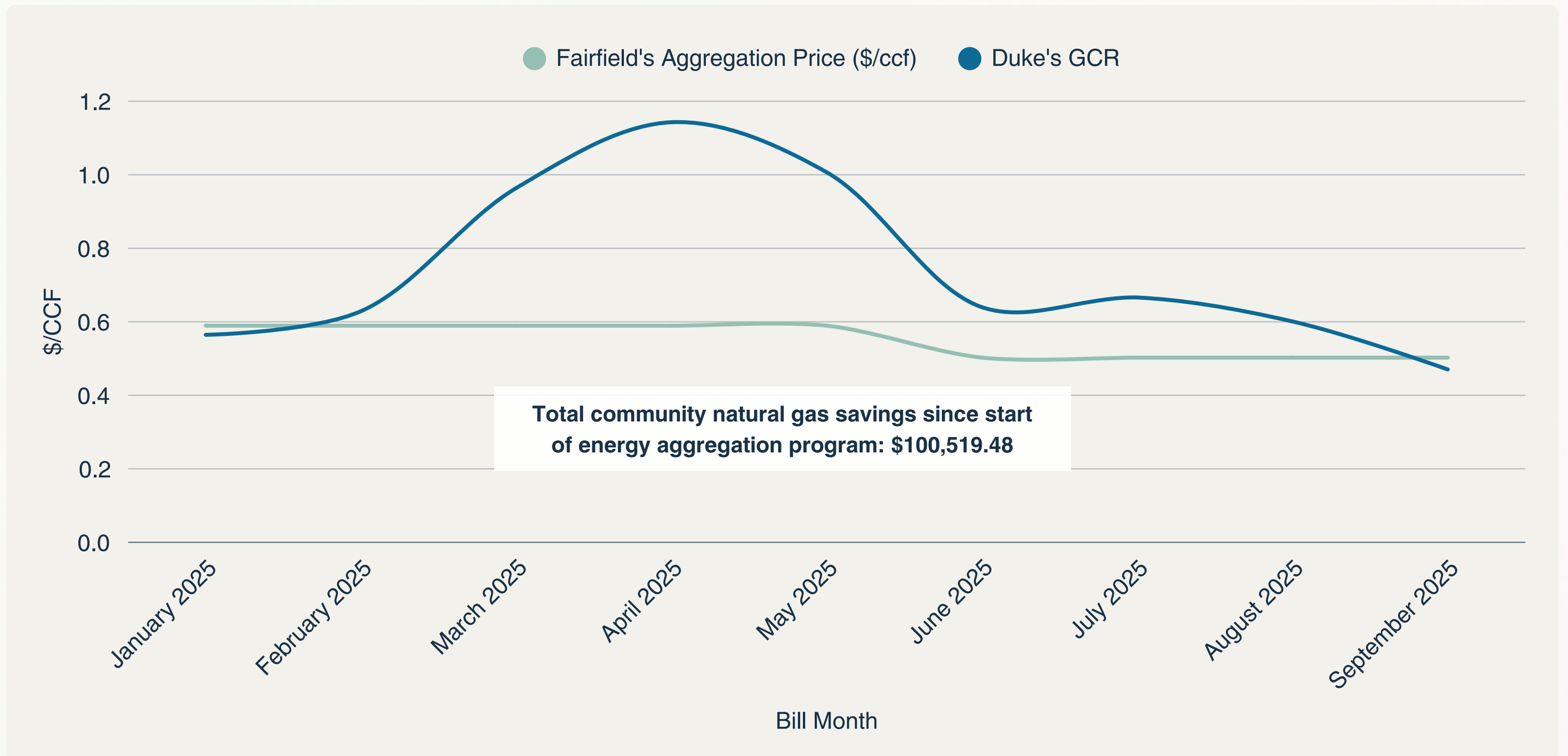


Looking Ahead

- Solar Operational
July 2026
- Energy Auditing
- Solar Feasibility

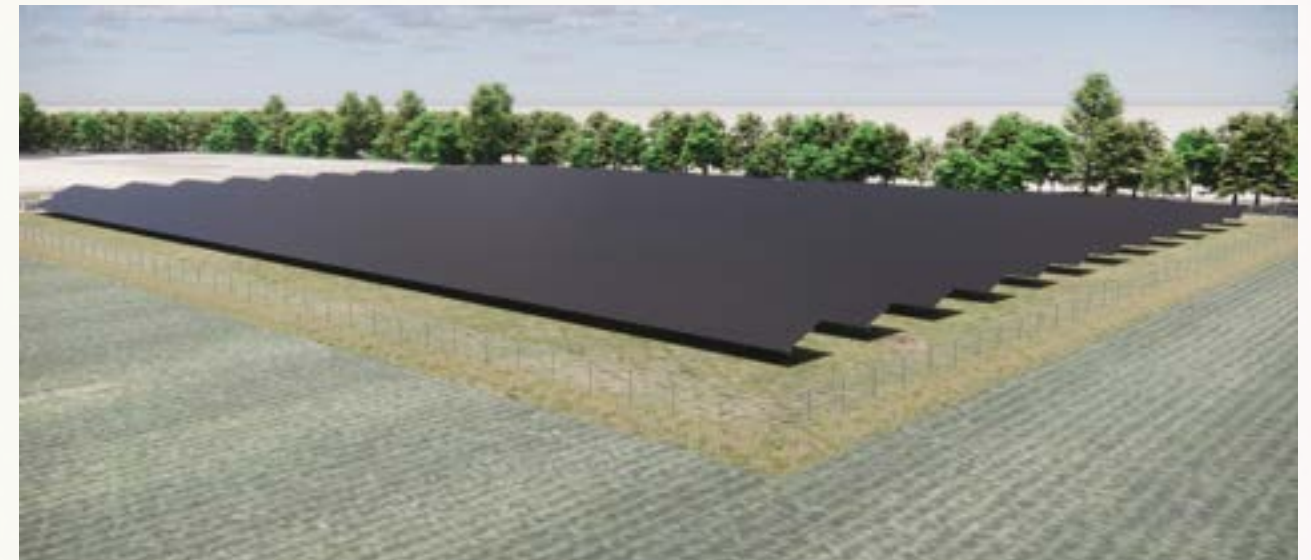


Electric **Energy Aggregation**



Natural Gas Energy Aggregation

WWTP Solar



Resource Conservation

2025:

- ✓ Recycling at Harbin Park
- ✓ Village Green Recycling BCSWD Partnership
- ✓ Recycling at Fairfield Sports Complex with BCSWD
- ✓ E-Waste Recycling
- ✓ Discard Day

10%



Goal RC.1.0

Establish baseline and achieve 10% increase in waste reduction and diversion by 2030 (municipal/community)

2026



Looking Ahead

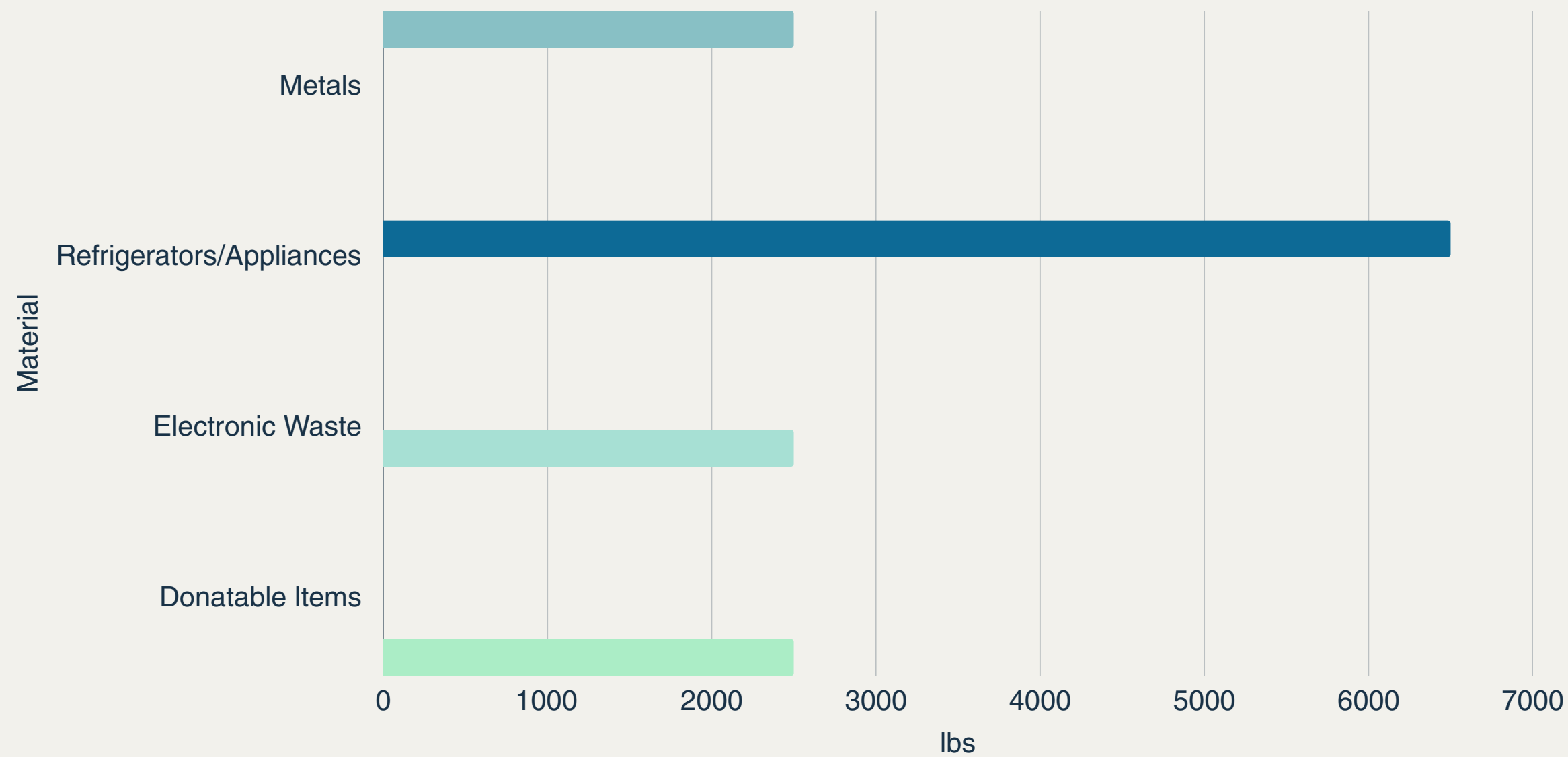
- Composting Pilot
- Recycling Outreach (Business, Residential, Multi-Family)
- Parks Recycling

Resource Conservation

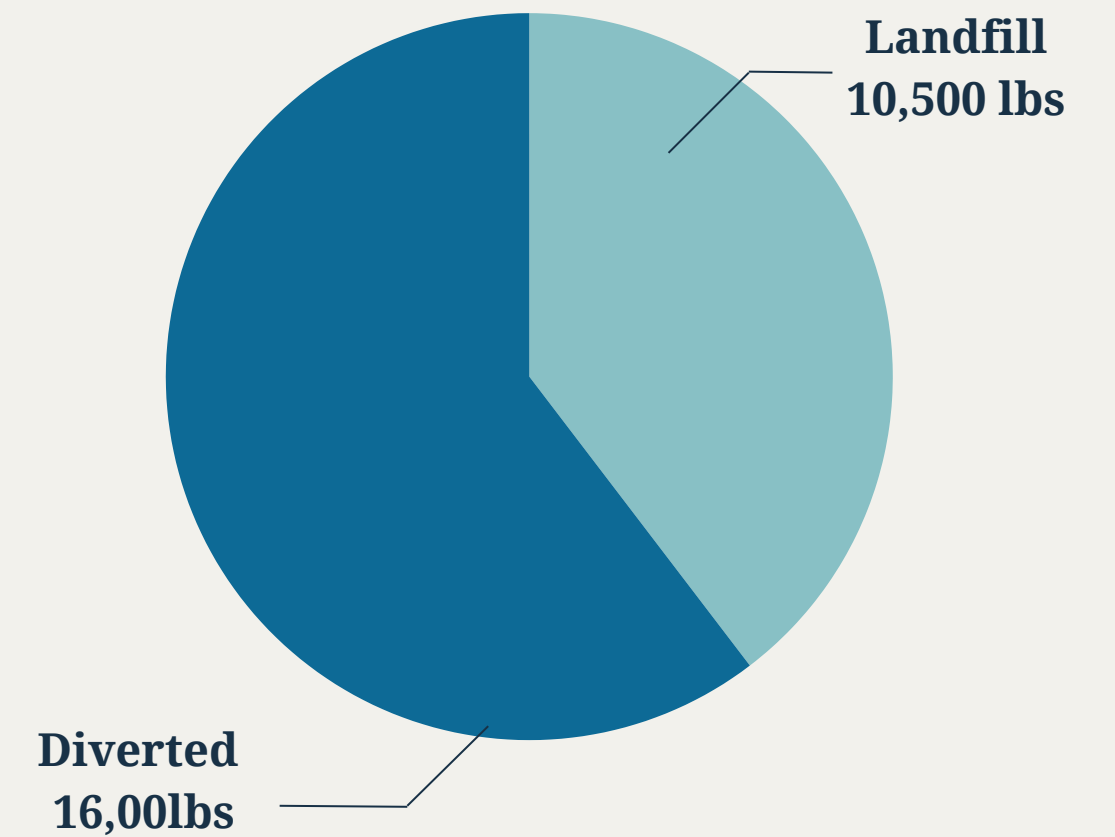


Discard Day

Discard Day Diverted Materials



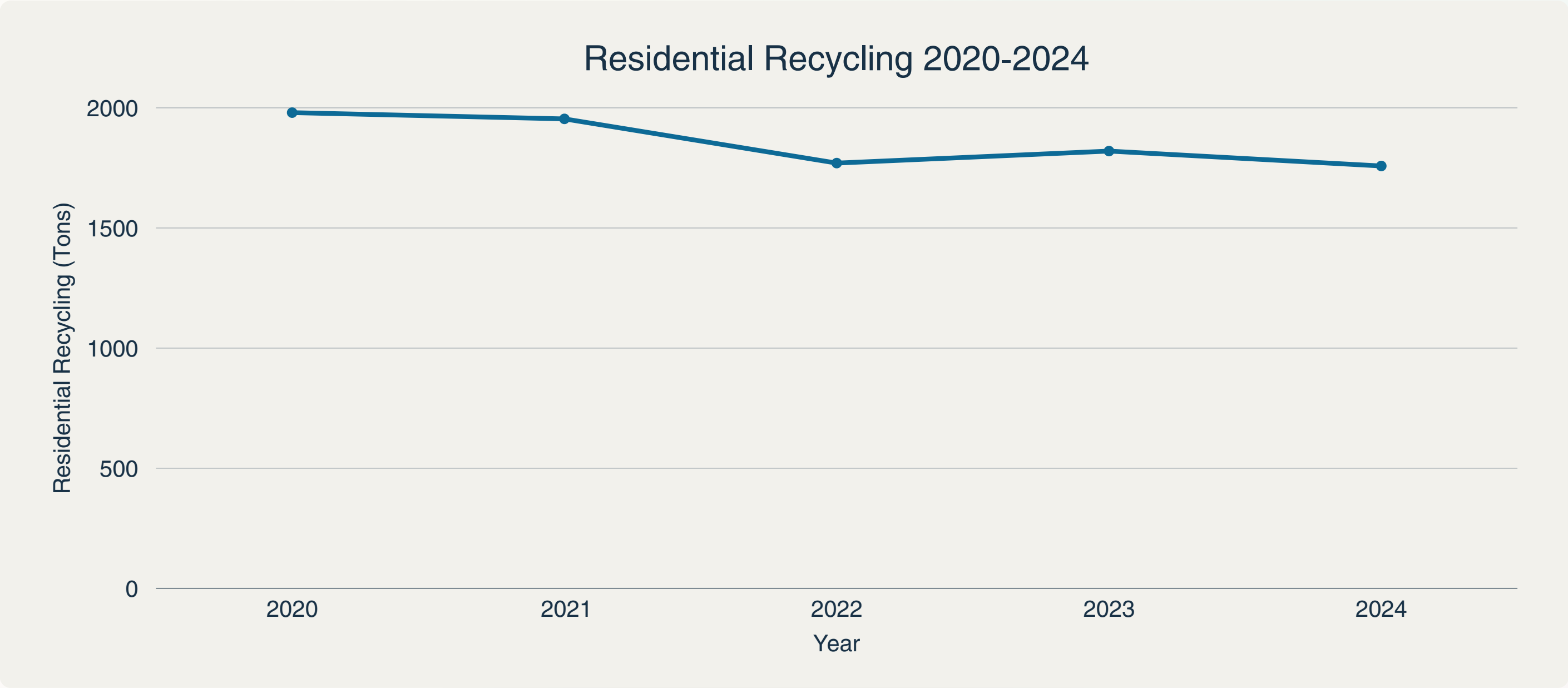
Overall Waste Impact



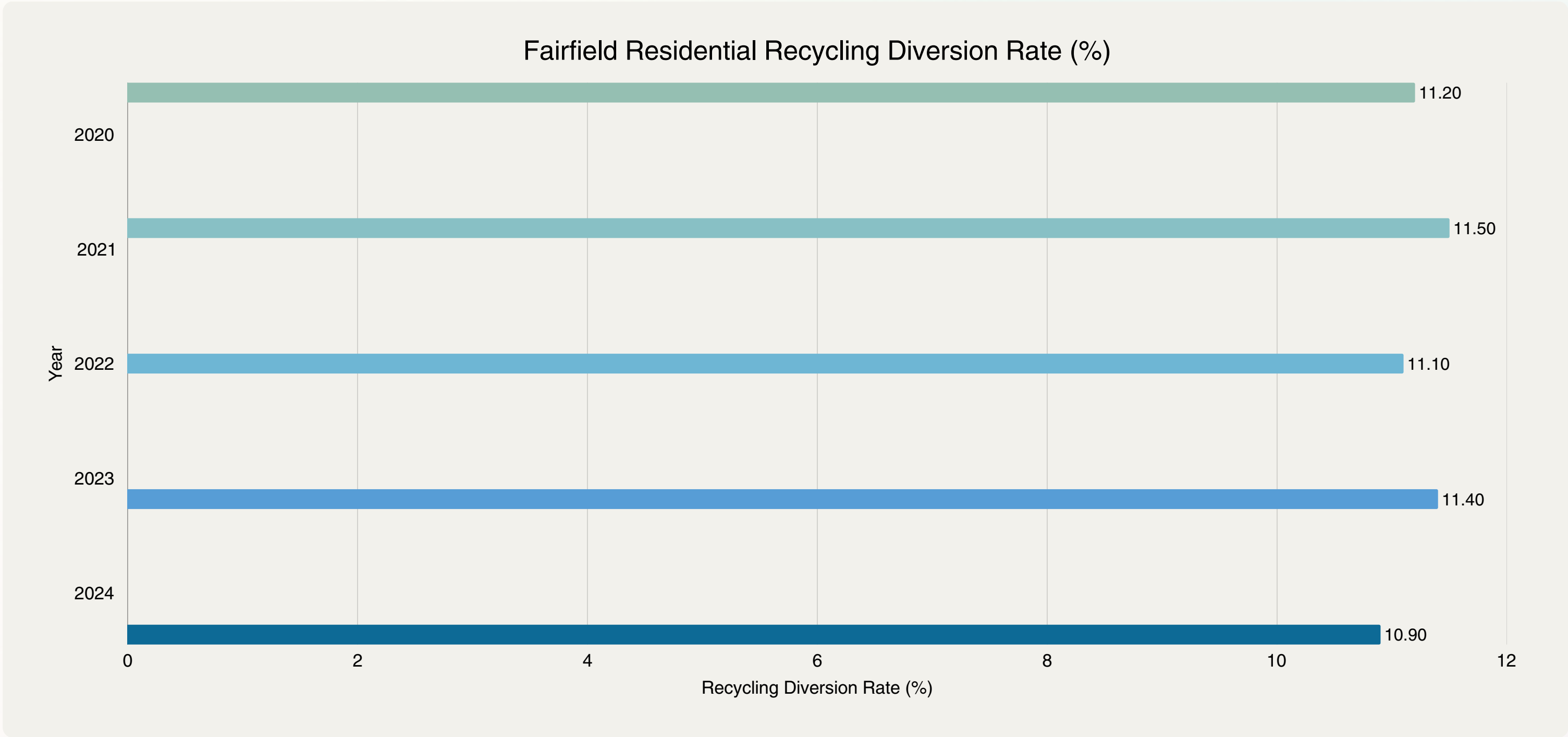
Total Diversion Rate: 60%



Residential Recycling



Residential Recycling



E-Waste



REBOOT
ELECTRONICS REUSE AND RECYCLING





FAIRFIELD
OHIO

**LOCAL ELECTRONICS
RECYCLING**
24/7 FREE DROP-OFF

FAIRFIELD JUSTICE CENTER
5230 PLEASANT AVE.
FAIRFIELD, OHIO 45014

**ZERO WASTE
RECYCLING**

**WE ACCEPT
MOST
ELECTRONICS**

**COMPLETE
DATA
REMOVAL**

**CORPORATE
PICK UP
OFFERED**

*VISIT WEBSITE FOR DETAILS

**FOR
LARGER
ITEMS
PLEASE
VISIT:**

**202 CONWELL ST.
AURORA, IN 47001**
513-384-8277
REBOOTRECYCLERS.COM

*Contact us to schedule an appointment for drop-off

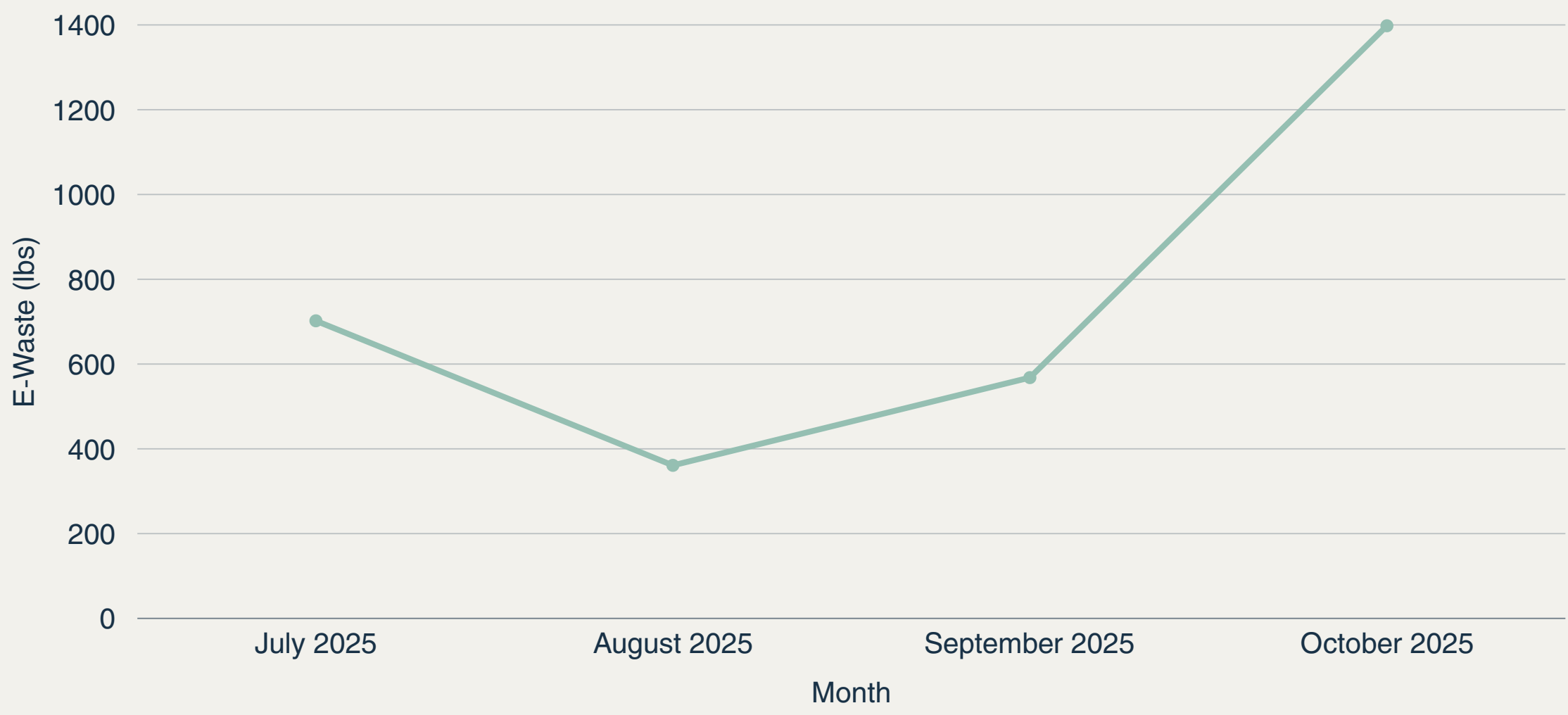


**ELECTRONICS ONLY
WE DO NOT TAKE:**

- SINGLE USE BATTERIES
- LIGHTBULBS
- TUBE OR MERCURY CONTAINING
TVS AND MONITORS*
- MEDIA & USED TONERS AND INKS
- LOOSE LITHIUM BATTERIES

*PLEASE VISIT WEBSITE FOR MORE INFO

Residential Recycling 2020-2024



Nature & Green Community

2025:

- ✓ OH Department of Natural Resources Grant
- ✓ Miami University Urban Forestry Professional Service Project (PSP)
- ✓ PCFO Urban Forestry Action Plan Study



Goal NGC.1.0

Preserve and Strategically develop sustainable landscapes and community-wide culture of sustainability

2026



Looking Ahead

- Tree Inventory
- Invasive Species Removal Plan
- Urban Forestry Action Plan

Business & Community Resilience

2025:

- ✓ Fairfield Chamber Business Roundtable
- ✓ Green Umbrella & Fellowship
- ✓ Power a Clean Future Ohio (PCFO)
- ✓ Grant Management Software
- ✓ Metric Tracking Dashboard



Goal RC.1.0

Enhance quality of life through sustainability

2026



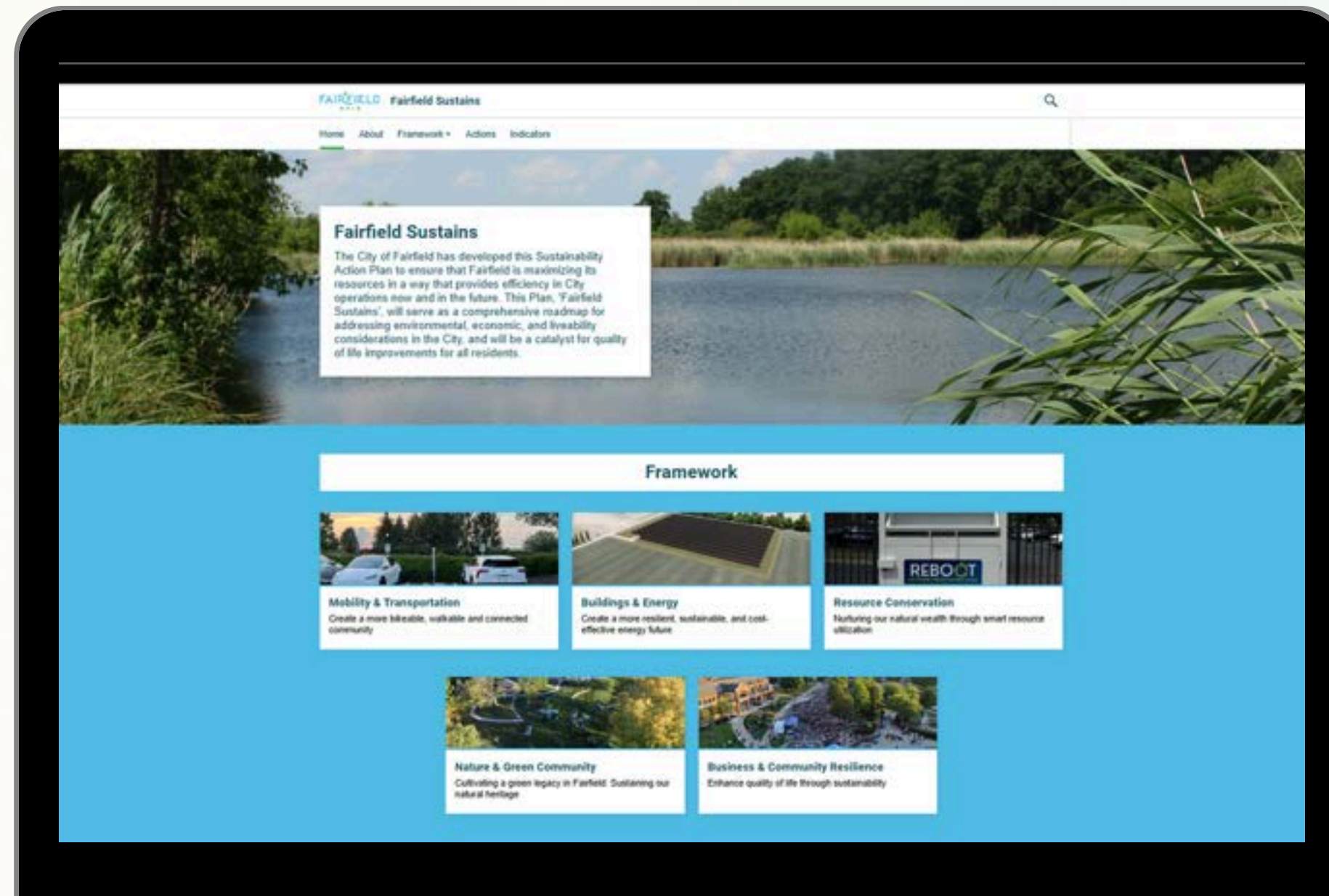
Looking Ahead

- 513Green
- Green Business Recognition Award

Business & Community Resilience



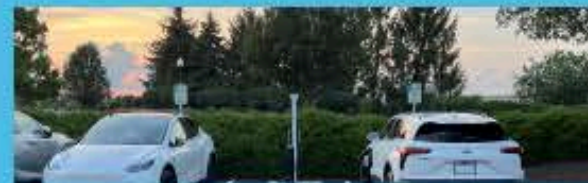
Kausal Demo



Fairfield Sustains

The City of Fairfield has developed this Sustainability Action Plan to ensure that Fairfield is maximizing its resources in a way that provides efficiency in City operations now and in the future. This Plan, 'Fairfield Sustains', will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the City, and will be a catalyst for quality of life improvements for all residents.

Framework



Mobility & Transportation

Create a more bikeable, walkable and connected community



Buildings & Energy

Create a more resilient, sustainable, and cost-effective energy future



Resource Conservation

Nurturing our natural wealth through smart resource utilization



Nature & Green Community

Cultivating a green legacy in Fairfield: Sustaining our natural heritage



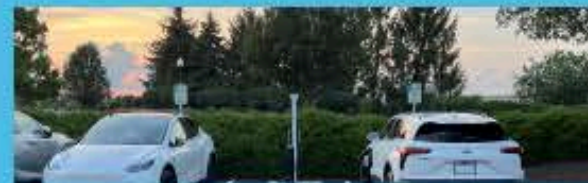
Business & Community Resilience

Enhance quality of life through sustainability

Fairfield Sustains

The City of Fairfield has developed this Sustainability Action Plan to ensure that Fairfield is maximizing its resources in a way that provides efficiency in City operations now and in the future. This Plan, 'Fairfield Sustains', will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the City, and will be a catalyst for quality of life improvements for all residents.

Framework



Mobility & Transportation

Create a more bikeable, walkable and connected community



Buildings & Energy

Create a more resilient, sustainable, and cost-effective energy future



Resource Conservation

Nurturing our natural wealth through smart resource utilization



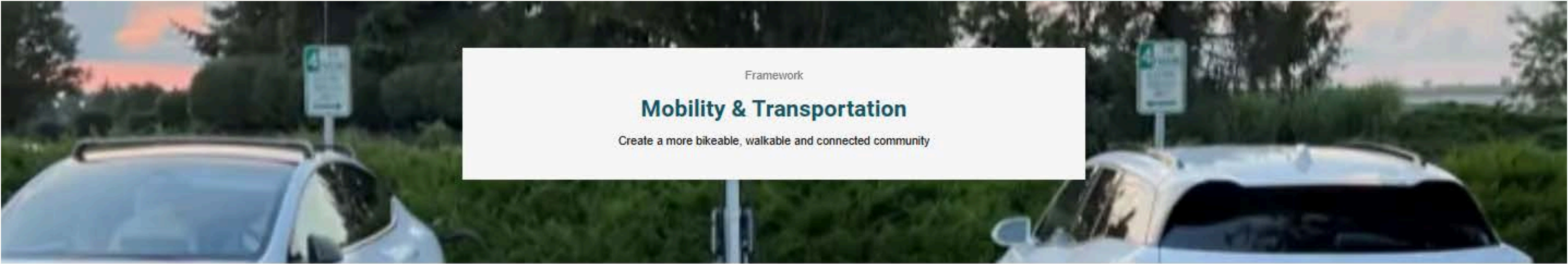
Nature & Green Community

Cultivating a green legacy in Fairfield: Sustaining our natural heritage



Business & Community Resilience

Enhance quality of life through sustainability



Framework

Mobility & Transportation

Create a more bikeable, walkable and connected community

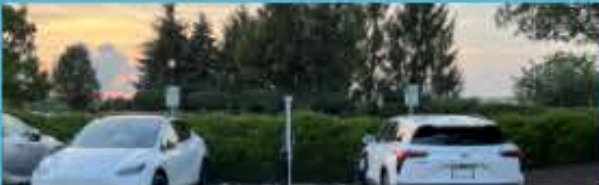
Goal MT.1.0

Reduce vehicle miles traveled (VMT) emissions by 20% by 2030 and 30% by 2055.

Strategies



MT.1.1 Create a more walkable, bikeable, transit-friendly City through robust implementation of Fairfield Connects by 2055.



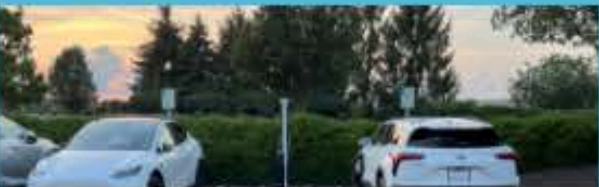
MT.1.2 Promote and reduce barriers to adoption of active and public transportation opportunities.



MT.1.3 Convert 20% of non-emergency City fleet to electric vehicles (EVs), hybrid or clean fuels by 2030 and 100% by 2055.



MT.1.4 Proactively support community EV expansion and readiness.



MT.1.5 Electrify specialty vehicle, off-road tools, equipment, and machinery in municipal operations



Strategy

Mobility & Transportation /

MT.1.3 Convert 20% of non-emergency City fleet to electric vehicles (EVs), hybrid or clean fuels by 2030 and 100% by 2055.

Co-benefits

GHG Reduction Potential

Increase Operational Efficiency

Reduces Operational Costs

Funding Available

Internal Capacity/Support

Priority Score

2

Actions by status

100 %

On time

Actions

MT.1.3.1.

In progress (On time)

Develop a Zero Emission Vehicle (ZEV) Plan for 100% Municipal Fleet by 2055.

MT.1.3.2.

In progress (On time)

Ensure All Newly Acquired Vehicles For City Use Are Aligned With The ZEV Plan

Page 37 of 278



Actions

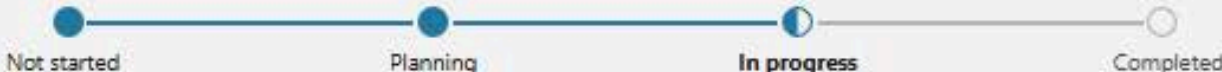
[← Previous](#) | [Next →](#)

Mobility & Transportation / MT.1.3 Convert 20% of non-emergency City fleet to electric vehicles (EVs), hybrid or clean...

MT.1.3.1. Develop a Zero Emission Vehicle (ZEV) Plan for 100% Municipal Fleet by 2055.

Progress

On time



Official name

Develop a Zero Emission Vehicle (ZEV) Plan for 100% Municipal Fleet by 2055, including right sizing, replacement schedule, costs, infrastructure needs, optimal charging locations, and funding opportunities.

Develop a Zero Emission Vehicle (ZEV) Plan for 100% Municipal Fleet by 2055 including right sizing, replacement schedule, costs, infrastructure needs, optimal charging locations, and funding opportunities.

Previous Work Done

In 2016 the city purchased its first hybrid vehicle, a Chevy Malibu. Then in 2024 two more hybrids were added to the fleet, a Ford Escape and a Ford Maverick. In 2025, the City purchased its first fully electric vehicle, a 2025 Chevy Equinox as well as a Honda CRV Hybrid.

Strategy

MT.1.3 Convert 20% of non-emergency City fleet to electric vehicles (EVs), hybrid or clean fuels by...

Timeline

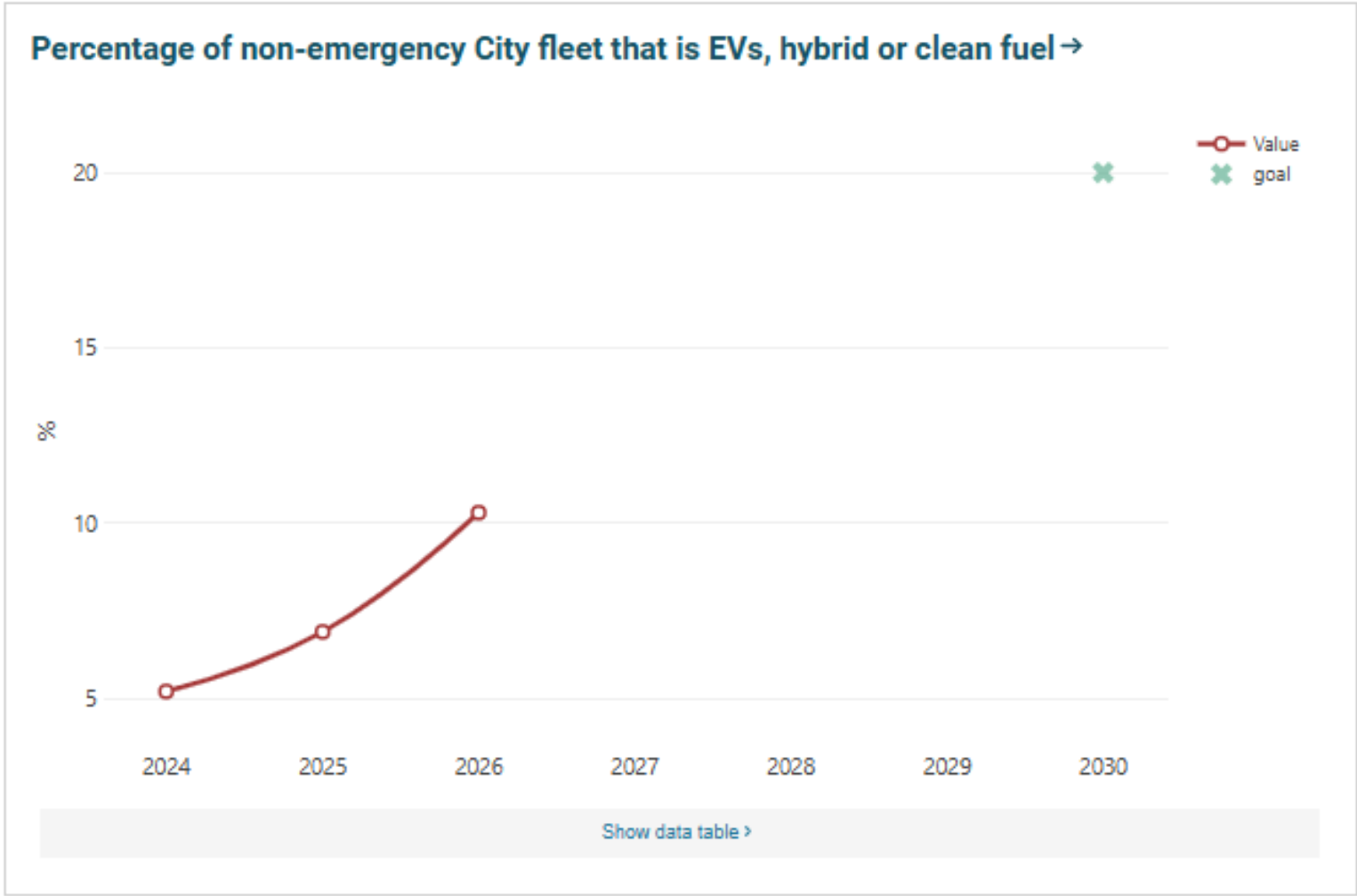
9/2024 → 12/2055

Information updated 11/21/2025

Previous Work Done

In 2016 the city purchased its first hybrid vehicle, a Chevy Malibu. Then in 2024 two more hybrids were added to the fleet, a Ford Escape and a Ford Maverick. In 2025, the City purchased its first fully electric vehicle, a 2025 Chevy Equinox as well as a Honda CRV Hybrid.

Indicators



← Previous action

Next action →

Sustainability Financials

Fund 416 - Sustainability

\$856,850 CIP Balance

\$35,000 2026 Operating Budget

\$1,272,500



**\$1,272,500 in grant and
incentive applications in
2025/2026**

- Investment Tax Credit (ITC) Solar Federal Rebate 2026 (\$1,000,000)
- ODNR Urban Forestry Grant (\$100,000)
- Energy Efficiency and Conservation Block Grant (\$75,000)
- T-Mobile Hometown Grant (\$50,000)*
- OHEPA Community and Litter Grant (\$40,000)*
- EV Tax Credit Federal Rebate (\$7,500)

Thank You!

Questions?





**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Development Services

Subject:

Revised Concept (Patterson Place) and Final Development Plan for Minnick's Drive-Thru.

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the revised concept plan and final development plan for the Patterson Place Planned Unit Development.

- Legislation - Hold Second Reading pending Planning Commission recommendation

Recommendation:

It is recommended that City Council have a first reading on this item at the November 24, 2025 meeting, set a joint public hearing for December 8, and await the written recommendation from the Planning Commission.

Discussion:

Minnick's Drive-Thru proposes a commercial and residential development on a 9-acre land site at the northeast corner of River Road and Patterson Drive. The property was part of a 17-acre site that was rezoned from D-1, Downtown District, to Planned Unit Development (PUD) in 2010 to allow both senior apartments and single-family homes. The senior apartments were constructed in 2015, and the subject site (proposed single family) has remained undeveloped.

The applicant is proposing both a Concept and Final Development Plan for the commercial component of the development to construct a 4,560 square foot drive-through convenience store on 3.11 acres on River Road. The site will have vehicular access via River Road across from Dorshire Drive, and on Patterson Drive east of the River Road Marathon gas station.

The applicant is also seeking to revise the existing Concept Development Plan for the residential component located on Patterson Drive, east of the drive-through. The development will consist of 11 paired villa buildings (22 units). Each unit is proposed to be owner-occupied and will be located on individual lots with a shared common wall. The site is located in both the 100 and 500 year flood zones, which negates basements for the homes. The units will be served by private streets and stormwater runoff will be collected via the retention pond located east of the site that is shared with the senior apartment building.

Financial Impact:

None. This is a land use decision.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Minnick PUD Aerial_Council
2. Minnick Drive-Thru Elevation
3. Minnicks Fairfield Site Plan
4. Patterson Place-PUD-Ord

Minnick PUD Application





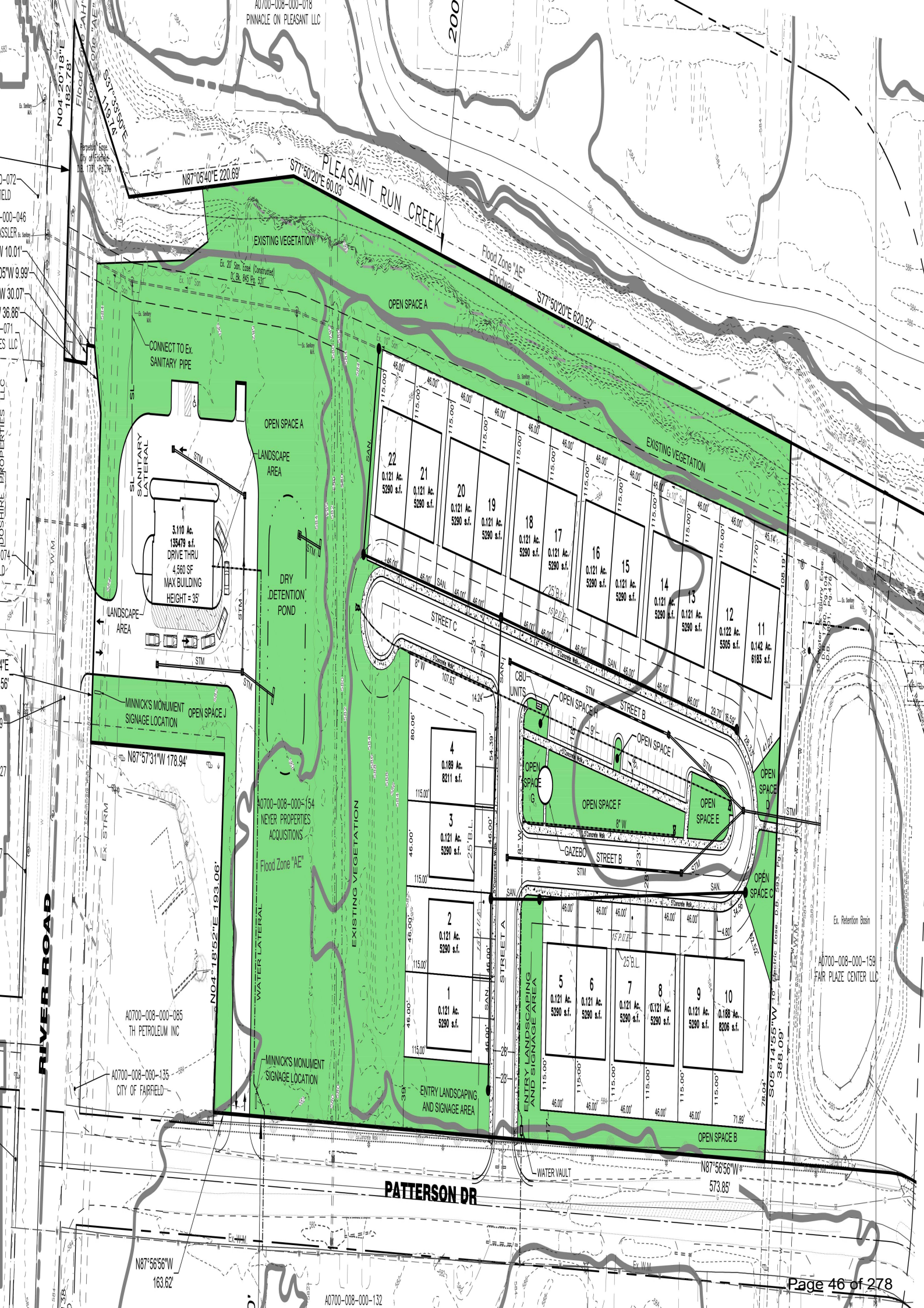
PRELIMINARY BUILDING EXTERIOR

FRONT FACADE FACING RIVER ROAD



DATE
November 10, 2020
REVISIONS





PATTERSON DR

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE REVISED CONCEPT AND FINAL DEVELOPMENT PLAN FOR THE PATTERSON PLACE PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of the 17-acre site located at the northeast corner of River Road and Patterson Drive from its present Planned Unit Development (PUD) classification by approving the revised concept and final development plans for the Patterson Place Planned Unit Development, a copy of which revised plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

Section 3. 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\2025\Patterson Place-PUD-Ord



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Marsh Lake Trail Expansion Capital Grant Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute an agreement for a State Capital Grant to fund a portion of the Marsh Lake Trail extension and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute an agreement for a State Capital grant to fund a portion of the Marsh Lake trail extension.

Discussion:

The Marsh Park Interior Trails project, together with the planned expansion of the Great Miami River Trail, will establish a fully connected, paved pathway encircling the entire lake. This initiative includes the construction of an 8- to 11-foot-wide asphalt trail extending approximately 4,000 feet from the existing Marsh Park parking area. The new trail will travel along the west and north edges of the lake, ultimately linking with the future segment of the Great Miami River Trail.

By completing this key connection, the project will enhance accessibility and create a seamless recreational experience for walkers, runners, and cyclists. It will also strengthen regional trail connectivity, supporting broader community goals related to outdoor recreation, active transportation, and environmental stewardship.

Financial Impact:

The City will contribute \$300,000 in local funds to advance this project; funding is included in the City's approved Capital Improvement Program as project 6PW28.

Emergency Provision:

Yes - to keep project and grant funding on desired schedule, in effort to secure all available external funding opportunities.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Senate capital budget OTSCIF application 2024 - City of Fairfield Marsh Lake Trail Expansion
2. Marsh Lake Trail Extension-Ord



OHIO SENATE CAPITAL BUDGET/OTSCIF

APPLICATION 2024



APPLICANT POINT OF CONTACT INFORMATION

Name	Scott Timmer	Title	City Manager	Organization	City of Fairfield
Street address	5350 Pleasant Avenue			Unit/Room #	
City	City of Fairfield	State	Ohio	ZIP	45014
Phone	513-867-5350	Email address	stimmer@fairfieldOH.gov		

PROJECT DESCRIPTION

Project Name	Marsh Lake Trail Expansion
Brief description of overall project	Site Work to do clearing, earthwork, drainage structures, asphalt, pavement markings, signs, seeding as needed to add multi-use trail through the interior of Marsh Lake Park. Inclusion of a pedestrian bridge within the interior of Marsh Lake Park, connecting the Great Miami River Trail to the west side of the existing park, will enhance the useful function and marketability of the park for future development opportunities.
Specific description of how state dollars will be used	The City is requesting that State Capital Dollars be made available for all elements of construction for this project.
Legal Entity Name (DBA) and organization sponsoring the project	City of Fairfield, Ohio
Owner of assets/facility during project	City of Fairfield Parks and Recreation Department
Owner of assets/facility upon completion of project	City of Fairfield Parks and Recreation Department

PHYSICAL LOCATION OF PROJECT

<i>If same as above, please re-enter here</i> Thomas O. Marsh Park					
Street address	6400 River Road			Unit/Room #	
City	Fairfield	State	Ohio	ZIP	45014
County	Butler				

FUNDING DESCRIPTION

Total project cost	\$1,600,000		
Project cost over next three capital biennia (total of three rows below must add up to total project cost):			
FY2025-26	\$1,600,000		
FY2027-28	\$0		
FY2029-30	\$0		
State and non-state funding (State funds requested and non-state funding must add up to total project cost)			
State funds requested for FY2025-26 biennium	\$800,000	Total of non-state funding including private, not-for-profit, local, and federal funds	\$800,000
Non-state funding sources (total of rows below must add up to total non-state funding):			
Source 1	City of Fairfield	Amount from source	\$800,000
Source 2		Amount from source	

Source 3		Amount from source	
Source 4		Amount from source	
Source 5		Amount from source	
Has this project received state funding in the past? YES ☐ NO ☒		If YES, how much?	
Will this project request state funding in the future? YES ☐ NO ☒		If YES, how much?	
Identification of the annual amount of and source(s) of funding for ongoing operational costs	Operational and maintenance costs will be funded out of the City of Fairfield's operating budget. Replacement and major repair/renovation will be funded out of the City of Fairfield's capital budget.		
Description of use by or involvement of private for-profit businesses, not-for-profit entities, or federal government	The City of Fairfield will actively market private commercial partnerships to bring restaurants and other food/beverage providers to leased space within the park.		
Description of public benefits and summary of public access	The public will have access to the trails within Marsh Park year-round, weather permitting. The interior trails will allow the public to access all of the park's amenities while providing a safe and enjoyable recreational experience. Trail expansion will allow easy access to future park programming events.		
Additional information to assist in evaluating project	The trail expansion will allow those using the regional trail to access the entire park and all associated park amenities. The ability to enjoy the scenic views of Marsh Lake while using the Great Miami River Trail will add to the viability of the park as a regional destination and allow for greater tourism marketing opportunities.		

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR A STATE CAPITAL GRANT TO FUND A PORTION OF THE MARSH LAKE TRAIL EXTENSION 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 execute an agreement for a State Capital Grant to fund a portion of the Marsh Lake Trail extension 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 the project and grant funding be kept on a desired schedule in an effort to secure all available external funding opportunities; 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 Communication
Regular Meeting - December 8, 2025**

Submitted by: John Clemmons, Law Director
Department: Law Department

Subject:

Changes to Codified Ordinance.

Legislation Title:

Ordinance to adopt new sections and amend various other sections of the Traffic and General Offenses Codes of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that Council adopt an ordinance to update the Traffic and General Offenses Codes. Suspension of the rules is requested so that the amendments can be effective as soon as possible after state law changes.

Discussion:

The Traffic and General Offenses Codes were last updated in August, 2024. Periodically the City updates its Traffic and General Offenses Code in order to conform them to the extent possible to recent amendments in state law and provide the latest versions of traffic and general offenses and other ordinances for use by the City's law enforcement and safety personnel.

Financial Impact:

This update is included in the annual budget at approximately \$10,000.00 per year for our codified ordinance service company.

Emergency Provision:

No.

Rule Suspension Requested:

Yes - Rules suspension is requested so that the ordinance can be effective in a reasonable time.

ATTACHMENTS:

1. CODIFIED-ORD
2. Codified-Exhibit A

ORDINANCE NO. _____

ORDINANCE TO ADOPT NEW SECTIONS AND AMEND VARIOUS
OTHER SECTIONS OF THE TRAFFIC AND GENERAL OFFENSES CODES
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. New sections 301.04, 301.05, 301.08, 301.09, 301.10, 301.11, 301.12, 301.15, 301.16, 301.17, 301.18, 301.23, 301.24, 301.25, 301.29, 301.32, 301.36, 301.37, 301.39, 301.41, 301.42, 301.45, 301.46, 301.48, 301.49, 301.50, 301.51, 301.64, 301.68, 301.69, 301.74, 301.76, 301.77, 301.78, 301.79, 301.82, 301.91, 301.93, 301.94, 301.98, 313.12, 331.381, 331.401, 513.17, 513.18 and 533.23 are hereby adopted and various other sections of the Traffic and General Offenses Codes of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, are 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\2025\Codified-Ord

EXHIBIT "A"

301.02 AGRICULTURAL TRACTOR **AND TRACTION ENGINE**.

"Agricultural tractor" **AND "TRACTION ENGINE"** means every self-~~propelling~~ **PROPELLED** vehicle designed or used for drawing other vehicles or wheeled machinery but having no provision for carrying loads independently of such other vehicles, and used principally for agricultural purposes.
(ORC 4511.01(J))

301.03 ALLEY.

"Alley" means a street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic, ~~[and includes]~~ any street or highway that has been declared an "alley" by ~~[Council]~~ **THE LEGISLATIVE AUTHORITY OF THE MUNICIPALITY IN WHICH THE STREET OR HIGHWAY IS LOCATED**.
(ORC 4511.01(XX))

301.04 ARTERIAL STREET OR HIGHWAY.

"ARTERIAL STREET OR HIGHWAY" MEANS A STREET OR HIGHWAY PRIMARILY USED BY THROUGH TRAFFIC, USUALLY ON A CONTINUOUS ROUTE OR A STREET OR HIGHWAY DESIGNATED AS PART OF AN ARTERIAL SYSTEM.
(ORC 4511.01(CCC))

301.05 AUTOCYCLE.

"AUTOCYCLE" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.
(ORC 4511.01(LLLL))

301.~~[031]~~**06** BEACON~~[-HYBRID-BEACON]~~.

~~[(a)]~~ "Beacon" means a highway traffic signal with one or more signal sections that operate in a flashing mode.
(ORC 4511.01(KKK))

~~[(b)]~~—"Hybrid beacon" means a type of beacon that is intentionally placed in a dark mode between periods of operation where no indications are displayed and, when in operation, displays both steady and flashing traffic control signal indications.
(Ord. 103-12. Passed 11-26-12.)

301.~~[04]~~**07** BICYCLE~~[-MOTORIZED-BICYCLE; MOPED; ELECTRIC BICYCLE]~~.

~~[(a)]~~ "Bicycle" means **A PEDAL-POWERED** ~~[every device, other than a device that is designed solely for use as a play] vehicle [by a child, that is propelled solely by human power]~~ upon which a **HUMAN OPERATOR SITS, INCLUDING AN ELECTRIC BICYCLE**. ~~[person may ride, and that has two or more wheels, any of which is more than fourteen inches in diameter.]~~
(ORC 4511.01(G))

~~[(b)]~~—"Motorized bicycle" or "moped" means any vehicle having either two tandem wheels or one wheel in the front and two wheels in the rear, that may be pedaled, and that is equipped with a helper motor of not more than fifty cubic centimeters piston displacement that produces not more than one brake horsepower and is capable of propelling the vehicle at a speed of no greater than twenty miles per hour on a level surface.

~~"Motorized bicycle" or "moped" does not include an electric bicycle. (ORC 4511.01(H))~~

~~[(c)]~~—"Electric bicycle" means a "class 1 electric bicycle", a "class 2 electric bicycle", or a "class 3 electric bicycle" as defined in this section. (ORC 4511.01(RRR))

- (1) ~~“Class 1 electric bicycle” means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty watts that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour. (ORC 4511.01(SSS))~~
- (2) ~~“Class 2 electric bicycle” means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty watts that may provide assistance regardless of whether the rider is pedaling and is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour. (ORC 4511.01(TTT))~~
- (3) ~~“Class 3 electric bicycle” means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty watts that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour. (ORC 4511.01(UUU); Ord. 123-19. Passed 12-9-19.)]~~

301.08 BICYCLE BOX.

“BICYCLE BOX” MEANS A DESIGNATED AREA ON THE APPROACH TO A SIGNALIZED INTERSECTION, BETWEEN AN ADVANCE MOTORIST STOP LINE AND THE CROSSWALK OR INTERSECTION, THAT IS INTENDED TO PROVIDE BICYCLISTS A VISIBLE LOCATION TO WAIT IN FRONT OF STOPPED MOTORISTS DURING THE RED SIGNAL PHASE.
(ORC 4511.01(BBBB))

301.09 BICYCLE LANE.

“BICYCLE LANE” MEANS A PORTION OF A ROADWAY THAT HAS BEEN DESIGNATED FOR PREFERENTIAL OR EXCLUSIVE USE BY BICYCLISTS AND IS OFTEN DELINEATED FROM THE ADJACENT GENERAL PURPOSE LANES BY LONGITUDINAL PAVEMENT MARKINGS AND EITHER A BICYCLE LANE SYMBOL, WORDS, OR SIGNS. THE TERM INCLUDES ALL OF THE FOLLOWING:

- (a) **A BUFFER-SEPARATED BICYCLE LANE, WHICH IS SEPARATED FROM THE ADJACENT GENERAL-PURPOSE LANES BY A PATTERN OF STANDARD LONGITUDINAL PAVEMENT MARKINGS THAT ARE WIDER THAN A NORMAL OR WIDE-LANE PAVEMENT MARKING;**
- (b) **A COUNTER-FLOW BICYCLE LANE, WHICH IS A ONE DIRECTIONAL BICYCLE LANE THAT PROVIDES A LAWFUL PATH OF TRAVEL FOR BICYCLES IN THE OPPOSITE DIRECTION FROM THE GENERAL TRAFFIC ON A ROADWAY THAT OTHERWISE REQUIRES THE GENERAL TRAFFIC TO TRAVEL IN ONLY ONE DIRECTION. A COUNTER-FLOW BICYCLE LANE IS DESIGNATED BY THE TRAFFIC CONTROL DEVICES USED FOR OTHER BICYCLE LANES;**
- (c) **A SEPARATED BICYCLE LANE, WHICH IS AN EXCLUSIVE FACILITY FOR BICYCLISTS THAT IS LOCATED WITHIN OR DIRECTLY ADJACENT TO THE ROADWAY AND IS PHYSICALLY SEPARATED FROM THE MOTOR VEHICLE TRAFFIC WITH A VERTICAL ELEMENT.**
(ORC 4511.01(DDDD))

301.10 BICYCLE SIGNAL FACE.

“BICYCLE SIGNAL FACE” MEANS A SIGNAL FACE THAT DISPLAYS ONLY BICYCLE SYMBOL SIGNAL INDICATIONS IN ACCORDANCE WITH OHIO R.C. 4511.15 THAT EXCLUSIVELY CONTROLS A BICYCLIST’S MOVEMENT FROM A DESIGNATED BICYCLE LANE OR FROM A SEPARATE FACILITY, AND THAT DISPLAYS SIGNAL INDICATIONS THAT ARE APPLICABLE ONLY TO A BICYCLIST’S MOVEMENT.
(ORC 4511.01(EEEE))

301.11 BICYCLE SIGNAL SIGN.

"BICYCLE SIGNAL SIGN" MEANS A SIGN MEANT TO INFORM ROAD USERS THAT THE SIGNAL INDICATIONS IN THE BICYCLE SIGNAL FACE ARE INTENDED ONLY FOR BICYCLISTS, AND TO INFORM BICYCLISTS WHICH BICYCLIST MOVEMENTS ARE CONTROLLED BY THAT BICYCLE SIGNAL FACE.
(ORC 4511.01(FFFF))

301.12 BIKEWAY.

"BIKEWAY" MEANS ANY ROAD, STREET, PATH, OR WAY THAT IN SOME MANNER IS SPECIFICALLY DESIGNATED FOR BICYCLE TRAVEL, REGARDLESS OF WHETHER THE FACILITY IS DESIGNATED FOR THE EXCLUSIVE USE OF BICYCLES OR IF IT IS SHARED WITH OTHER MODES OF TRANSPORTATION.
(ORC 4511.01(GGGG))

301.[05]13 BUS.

"Bus" means every motor vehicle designed for carrying more than nine passengers and used for the transportation of persons other than in a ridesharing arrangement [~~as defined in Ohio R.C. 4511.01,~~] and every motor vehicle, automobile for hire or funeral car, other than a taxicab or motor vehicle used in a ridesharing arrangement, designed and used for the transportation of persons for compensation.
(ORC 4511.01(L))

301.[06]14 BUSINESS DISTRICT.

"Business district" means the territory fronting upon a street or highway, including the street or highway, between successive intersections **WITHIN THE MUNICIPALITY**, where fifty percent **(50%)** or more of the frontage between [~~such~~] successive intersections is occupied by buildings in use for business, or **WITHIN OR OUTSIDE THE MUNICIPALITY** where fifty percent **(50%)** or more of the frontage for a distance of 300 feet or more is occupied by buildings in use for business, and the character of such territory is indicated by official traffic-control devices.
(ORC 4511.01(NN))

301.15 BUSWAY.

"BUSWAY" MEANS A TRAVELED WAY THAT IS USED EXCLUSIVELY BY BUSES.
(ORC 4511.01(HHHH))

301.16 CAB-ENCLOSED MOTORCYCLE.

"CAB-ENCLOSED MOTORCYCLE" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.17 CHAUFFEURED LIMOUSINE.

"CHAUFFEURED LIMOUSINE" MEANS A MOTOR VEHICLE THAT IS DESIGNED TO CARRY NINE OR FEWER PASSENGERS AND IS OPERATED FOR HIRE PURSUANT TO A PREARRANGED CONTRACT FOR THE TRANSPORTATION OF PASSENGERS ON PUBLIC ROADS AND HIGHWAYS ALONG A ROUTE UNDER THE CONTROL OF THE PERSON HIRING THE VEHICLE AND NOT OVER A DEFINED AND REGULAR ROUTE. "PREARRANGED CONTRACT" MEANS AN AGREEMENT, MADE IN ADVANCE OF BOARDING, TO PROVIDE TRANSPORTATION FROM A SPECIFIC LOCATION IN AN CHAUFFEURED LIMOUSINE. THE TERM DOES NOT INCLUDE ANY VEHICLE THAT IS USED EXCLUSIVELY IN THE BUSINESS OF FUNERAL DIRECTING. (ORC 4511.01(LL))

301.18 CHILD CARE CENTER.

"CHILD CARE CENTER" HAS THE SAME MEANING AS SET FORTH IN OHIO R.C. 5104.01.
(ORC 4511.01(FFF))

301.[07]**19** COMMERCIAL TRACTOR.

"Commercial tractor" means every motor vehicle having motive power designed or used for drawing other vehicles and not so constructed as to carry any load thereon, or designed or used for drawing other vehicles while carrying a portion of ~~[such]~~ other vehicles, or the load thereon, or both. (ORC 4511.01(I))

301.[08]**20** CONTROLLED-ACCESS HIGHWAY.

"Controlled-access highway" means every street or highway in respect to which owners or occupants of abutting lands and other persons have no legal right or access to or from the same except at ~~[such]~~ **CERTAIN** points only and in such manner as may be determined by the public authority having jurisdiction over such street or highway. (ORC 4511.01(CC))

301.[09]**21** CROSSWALK.

"Crosswalk" means:

- (a) That part of a roadway at **AN** intersection[s] ~~[ordinarily]~~ included within the **CONNECTIONS OF THE LATERAL LINES OF THE SIDEWALKS ON OPPOSITE SIDES OF THE HIGHWAY MEASURED FROM THE CURBS, OR, IN THE ABSENCE OF CURBS, FROM** ~~[real or projected prolongation of property lines and curb lines or, in the absence of curbs,]~~ the edges of the traversable roadway, **AND IN ABSENCE OF A SIDEWALK ON ONE SIDE OF THE ROADWAY, THE PART OF A ROADWAY INCLUDED WITHIN THE EXTENSION OF THE LATERAL LINES OF THE SIDEWALK AT RIGHT ANGLES TO THE CENTER LINE;**
- (b) Any portion of a roadway at an intersection or elsewhere, distinctly indicated for pedestrian crossing by lines or other markings on the surface, **WHICH MIGHT BE SUPPLEMENTED BY CONTRASTING PAVEMENT TEXTURE, STYLE, OR COLOR;**
- (c) Notwithstanding subsections (a) and (b) ~~[hereof]~~ **OF THIS DEFINITION, THE TERM DOES NOT INCLUDE AN AREA WHERE LOCAL AUTHORITIES** ~~[there shall not be a crosswalk where authorized signs]~~ have ~~[been]~~ placed **SIGNS** indicating no crossing. (ORC 4511.01(LL))

301.[10]**22** DRIVER OR OPERATOR.

"Driver" or "operator" means ~~[every]~~ **ANY** person who drives or is in actual physical control of a vehicle. (ORC 4511.01(Y))

301.23 DRIVEWAY.

"DRIVEWAY" MEANS AN ACCESS FROM A ROADWAY TO A BUILDING, SITE, OR ABUTTING PROPERTY.
(ORC 4511.01(III))

301.24 ELECTRIC BICYCLE.

"ELECTRIC BICYCLE" MEANS A "CLASS 1 ELECTRIC BICYCLE", A "CLASS 2 ELECTRIC BICYCLE", OR A "CLASS 3 ELECTRIC BICYCLE" AS DEFINED BELOW.

- (a) **CLASS 1 ELECTRIC BICYCLE. MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN 750 WATTS THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR.**
- (b) **CLASS 2 ELECTRIC BICYCLE. MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN 750 WATTS THAT MAY PROVIDE ASSISTANCE REGARDLESS OF WHETHER THE RIDER IS PEDALING AND IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR.**

- (c) **CLASS 3 ELECTRIC BICYCLE. MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN 750 WATTS THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY-EIGHT MILES PER HOUR.**
(ORC 4511.01(SSS) - (VVV))

301.25 ELECTRONIC.

"ELECTRONIC" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.[11]26 EMERGENCY VEHICLE.

"Emergency vehicle" means emergency vehicles of municipal, township or county departments or public utility corporations, when identified as such as required by law, the [Ohio] Director of Public Safety, or local authorities, and motor vehicles when commandeered by a police officer.

(ORC 4511.01(D))

301.[12]27 EXPLOSIVES.

"Explosives" means any chemical compound or mechanical mixture that is intended for the purpose of producing an explosion that contains any oxidizing and combustible units or other ingredients in such proportions, quantities or packing that an ignition by fire, by friction, by concussion, by percussion, or by a detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases, **SUCH** that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects, or of destroying life or limb. Manufactured articles shall not be held to be explosives when the individual units contain explosives in [such] limited quantities, of such nature or in such packing, that it is impossible to procure a simultaneous or a destructive explosion of [such] **THE** units, to the injury of life, limb, or property by fire, [by] friction, [by] concussion, [by] percussion, or by a detonator, such as fixed ammunition for small arms, firecrackers, or safety fuse matches. (ORC 4511.01(T))

301.[13]28 EXPRESSWAY.

"Expressway" means a divided arterial **STREET OR** highway for through traffic with full or partial control of access with an excess of fifty percent (**50%**) of all crossroads separated in grade.

(ORC 4511.01(ZZ))

301.29 FARM MACHINERY.

"FARM MACHINERY" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.[14]30 FLAMMABLE LIQUID.

"Flammable liquid" means any liquid [that] **WHICH** has a flash point of [seventy-degrees Fahrenheit,] **70°F** or less, as determined by a tagliabue or equivalent closed cup test device.

(ORC 4511.01(U))

301.[15]31 FREEWAY.

"Freeway" means a divided multi-lane highway for through traffic with all crossroads separated in grade and with full control of access.

(ORC 4511.01(Y))

301.32 FUNERAL ESCORT VEHICLE.

"FUNERAL ESCORT VEHICLE" MEANS ANY MOTOR VEHICLE, INCLUDING A FUNERAL HEARSE, WHILE USED TO FACILITATE THE MOVEMENT OF A FUNERAL PROCESSION.

(ORC 4511.01(WW))

301.[16]33 GROSS WEIGHT.

"Gross weight" means the weight of a vehicle plus the weight of any load thereon.
(ORC 4511.01(V))

301.[161]34 HIGHWAY MAINTENANCE VEHICLE.

"Highway maintenance vehicle" means a vehicle used in snow and ice removal or road surface maintenance, including a snow plow, traffic line striper, road sweeper, mowing machine, asphalt distributing vehicle, or other such vehicle designed for use in specific highway maintenance activities.
[~~{Ord. 104-14. Passed 11-24-14.}~~] (ORC 4511.01 (QQQ))

301.[162]35 HIGHWAY TRAFFIC SIGNAL.

"Highway traffic signal" means a power-operated traffic control device by which traffic is warned or directed to take some specific action. [~~"Highway traffic signal"~~] **THE TERM INCLUDES A BEACON, AN IN-ROAD WARNING LIGHT, A LANE-USE CONTROL SIGNAL, AND A TRAFFIC CONTROL SIGNAL. THE TERM** does not include a power-operated sign, steadily illuminated pavement marker[s], **GATE, FLASHING LIGHT SIGNAL,** warning light, or steady burning electric lamp.
[~~{Ord. 104-14. Passed 11-24-14.}~~] (ORC 4511.01 (MMM))

301.36 HYBRID BEACON.

"HYBRID BEACON" MEANS A SPECIAL TYPE OF BEACON THAT IS INTENTIONALLY PLACED IN A DARK MODE WHERE NO INDICATIONS ARE DISPLAYED BETWEEN PERIODS OF OPERATION AND, WHEN OPERATED, DISPLAYS BOTH STEADY AND FLASHING HIGHWAY TRAFFIC SIGNAL INDICATIONS. THE TERM INCLUDES BOTH OF THE FOLLOWING:

- (a) **AN EMERGENCY-VEHICLE HYBRID BEACON USED TO WARN AND CONTROL TRAFFIC AT AN OTHERWISE UNSIGNALIZED LOCATION TO ASSIST AUTHORIZED EMERGENCY VEHICLES IN ENTERING OR CROSSING A STREET OR HIGHWAY;**
- (b) **A PEDESTRIAN HYBRID BEACON USED TO WARN AND CONTROL TRAFFIC AT AN OTHERWISE UNSIGNALIZED LOCATION TO ASSIST PEDESTRIANS IN CROSSING A STREET OR HIGHWAY AT A MARKED CROSSWALK.**
(ORC 4511.01(LLI))

301.37 IN-ROAD WARNING LIGHT.

"IN-ROAD WARNING LIGHT" MEANS A SPECIAL TYPE OF HIGHWAY TRAFFIC SIGNAL THAT IS INSTALLED IN THE ROADWAY SURFACE TO WARN ROAD USERS THAT THEY ARE APPROACHING A CONDITION ON OR ADJACENT TO THE ROADWAY THAT MIGHT NOT BE READILY APPARENT AND MIGHT REQUIRE THE ROAD USERS TO REDUCE SPEED OR COME TO A COMPLETE STOP.
(ORC 4511.01(ZZZ))

301.[17]38 INTERSECTION.

"Intersection" means:

- (a) The area embraced within the prolongation or connection of the lateral curb lines, or, if none, the lateral boundary lines of the roadways of two highways that join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways that join at any other angle might come into conflict. The junction of an alley, ~~[or]~~ driveway, **OR SITE** ~~[with a]~~ roadway **OPEN TO PUBLIC TRAVEL WITH A PUBLIC ROADWAY** or highway does not constitute an intersection, unless the **PUBLIC** roadway or highway at the junction is controlled by a traffic control device.
- (b) If a highway includes two roadways ~~[that are thirty feet or more apart,]~~ **SEPARATED BY A MEDIAN**, then every crossing of each roadway of such divided highway by an intersecting highway constitutes a separate intersection **IF THE OPPOSING LEFT-TURN PATHS CROSS**

AND THERE IS SUFFICIENT INTERIOR STORAGE FOR THE DESIGN VEHICLE. AS USED IN THIS DIVISION, "DESIGN VEHICLE" MEANS THE LONGEST VEHICLE AUTHORIZED UNDER OHIO R.C. 5577.05 TO OPERATE ON THAT ROADWAY WITHOUT A PERMIT. [If both intersecting highways include two roadways thirty feet or more apart, then every crossing of any two roadways of such highways constitutes a separate intersection.]

- (c) At a location controlled by a **HIGHWAY** traffic control signal, regardless of the distance between the separate intersections as described in subsection (b) of this [section]

DEFINITION:

- (1) If a stop line, yield line, or crosswalk has not been designated on the roadway within the median between the separate intersections, the two intersections and the roadway and median constitute one intersection.
- (2) Where a stop line, yield line, or crosswalk [line] is designated on the roadway on the intersection approach, the area within the crosswalk and any area beyond the designated stop line or yield line constitute part of the intersection.
- (3) Where a crosswalk is designated on a roadway on the departure from the intersection, the intersection includes the area that extends to the far side of the crosswalk. [(Ord. 103-12, Passed 11-26-12,)] **(ORC 4511.01(KK))**

301.39 LANE-USE CONTROL SIGNAL.

"LANE-USE CONTROL SIGNAL" MEANS A SIGNAL FACE OR COMPARABLE DISPLAY ON A FULL-MATRIX CHANGEABLE MESSAGE SIGN THAT DISPLAYS INDICATIONS TO PERMIT OR PROHIBIT THE USE OF SPECIFIC LANES OF A ROADWAY OR A SHOULDER WHERE DRIVING IS SOMETIMES AUTHORIZED OR TO INDICATE THE IMPENDING PROHIBITION OF SUCH USE.
(ORC 4511.01(AAAA))

301.[18]40 LANED [STREET-OR] HIGHWAY.

"Laned [street-or] highway" means a [street-or] highway the roadway of which is divided into two or more clearly marked lanes for vehicular traffic.
(ORC 4511.01(GG))

301.41 LIMITED DRIVING PRIVILEGES.

"LIMITED DRIVING PRIVILEGES" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.42 LOCAL AUTHORITIES.

"LOCAL AUTHORITIES" MEANS EVERY COUNTY, MUNICIPAL, AND OTHER LOCAL BOARD OR BODY HAVING AUTHORITY TO ADOPT POLICE REGULATIONS UNDER THE CONSTITUTION AND LAWS OF THIS STATE.
(ORC 4511.01(AA))

301.[183]43 LOW-SPEED MICROMOBILITY DEVICE.

"Low-speed micromobility device" means a device weighing less than 100 pounds that has handlebars, is propelled by an electric motor or human power, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by the electric motor.
(ORC 4511.01(WWW) [;Ord. 16-22, Passed 2-14-22,])

301.[185]44 MEDIAN.

"Median" means the **PORTION** [area-between-two-roadways] of a [divided] highway [;measured from edge-of] **SEPARATING OPPOSING DIRECTIONS OF THE TRAVELED WAY OR THE AREA BETWEEN TWO ROADWAYS OF A DIVIDED HIGHWAY, MEASURED FROM [to] edge of traveled way TO EDGE OF TRAVELED WAY. THE MEDIAN EXCLUDES [;but-excluding] turn lanes.** The width of a median may be

different between intersections, [between] interchanges, and at opposite approaches of the same intersection.

[~~{Ord. 103-12. Passed 11-26-12.}~~] (ORC 4511.01 (NNN))

301.45 MOTOR-DRIVEN CYCLE OR MOTOR SCOOTER.

"MOTOR-DRIVEN CYCLE OR MOTOR SCOOTER" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.46 MOTOR VEHICLE.

"MOTOR VEHICLE" MEANS EVERY VEHICLE PROPELLED OR DRAWN BY POWER OTHER THAN MUSCULAR POWER OR POWER COLLECTED FROM OVERHEAD ELECTRIC TROLLEY WIRES, EXCEPT MOTORIZED BICYCLES, ELECTRIC BICYCLES, ROAD ROLLERS, TRACTION ENGINES, POWER SHOVELS, POWER CRANES AND OTHER EQUIPMENT USED IN CONSTRUCTION WORK, AND NOT DESIGNED FOR OR EMPLOYED IN GENERAL HIGHWAY TRANSPORTATION, HOLE-DIGGING MACHINERY, WELL-DRILLING MACHINERY, DITCH-DIGGING MACHINERY, FARM MACHINERY, AND TRAILERS DESIGNED AND USED EXCLUSIVELY TO TRANSPORT A BOAT BETWEEN A PLACE OF STORAGE AND A MARINA, OR IN AND AROUND A MARINA, WHEN DRAWN OR TOWED ON A STREET OR HIGHWAY FOR A DISTANCE OF NO MORE THAN TEN MILES AND AT A SPEED OF TWENTY-FIVE MILES PER HOUR OR LESS.

(ORC 4511.01(B))

301.~~[19]~~47 MOTORCYCLE.

"Motorcycle" means every motor vehicle, other than a tractor, having a seat or saddle for the use of the operator and designed to travel on not more than three wheels in contact with the ground, including but not limited to motor vehicles known as "motor-driven cycle," "motor scooter," "autocycle," "cab-enclosed motorcycle" or "motorcycle" without regard to weight or brake horsepower.

(ORC 4511.01(C)) [~~;-Ord. 101-16. Passed 12-5-16.}~~]

~~[301.20 MOTOR VEHICLE.~~

~~"Motor vehicle" means every vehicle propelled or drawn by power other than muscular power, except motorized bicycles, electric bicycles, road rollers, traction engines, power shovels, power cranes and other equipment used in construction work and not designed for or employed in general highway transportation, hole digging machinery, well drilling machinery, ditch digging machinery, farm machinery, and trailers designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty five miles per hour or less. (ORC 4511.01(B); Ord. 123-19. Passed 12-9-19.)~~

301.48 MOTORIZED BICYCLE OR MOPED.

"MOTORIZED BICYCLE" OR "MOPED" MEANS ANY VEHICLE HAVING EITHER TWO TANDEM WHEELS OR ONE WHEEL IN THE FRONT AND TWO WHEELS IN THE REAR, THAT MAY BE PEDALED, AND THAT IS EQUIPPED WITH A HELPER MOTOR OF NOT MORE THAN FIFTY CUBIC CENTIMETERS PISTON DISPLACEMENT THAT PRODUCES NOT MORE THAN ONE BRAKE HORSEPOWER AND IS CAPABLE OF PROPELLING THE VEHICLE AT A SPEED OF NOT GREATER THAN TWENTY MILES PER HOUR ON A LEVEL SURFACE. THE TERMS DO NOT INCLUDE AN ELECTRIC BICYCLE.

(ORC 4511.01(H))

301.49 MOTORIZED WHEELCHAIR.

"MOTORIZED WHEELCHAIR" MEANS ANY SELF-PROPELLED VEHICLE DESIGNED FOR, AND USED BY, A PERSON WITH A DISABILITY AND THAT IS INCAPABLE OF A SPEED IN EXCESS OF EIGHT MILES PER HOUR. (ORC 4511.01(EEE))

301.50 MULTI-WHEEL AGRICULTURAL TRACTOR.

"MULTI-WHEEL AGRICULTURAL TRACTOR" MEANS A TYPE OF AGRICULTURAL TRACTOR THAT HAS TWO OR MORE WHEELS OR TIRES ON EACH SIDE OF ONE AXLE AT THE REAR OF THE TRACTOR, IS DESIGNED OR USED FOR DRAWING OTHER VEHICLES OR WHEELED MACHINERY, HAS NO PROVISION FOR CARRYING LOADS INDEPENDENTLY OF THE DRAWN VEHICLES OR MACHINERY, AND IS USED PRINCIPALLY FOR AGRICULTURAL PURPOSES.

(ORC 4511.01(GGG))

301.51 NATURAL RESOURCES OFFICER.

"NATURAL RESOURCES OFFICER" MEANS AN OFFICER APPOINTED PURSUANT TO OHIO R.C. 1501.24.

(ORC 4511.01(XXX))

301.~~201~~52 OPERATE.

"Operate" means to cause or have caused movement of a vehicle.

(ORC 4511.01(HHH) [~~;- Ord. 87-05. Passed 5-9-05.~~])

301.~~21~~53 PARKED OR PARKING.

"Parked" or "parking" means the standing of a vehicle UPON A STREET, ROAD, ALLEY, HIGHWAY OR PUBLIC GROUND, WHETHER ACCOMPANIED OR UNACCOMPANIED BY A DRIVER, BUT DOES NOT INCLUDE THE ~~[whether occupied or not, otherwise than temporarily]~~ TEMPORARY STANDING OF A VEHICLE for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

301.~~22~~54 PEDESTRIAN.

"Pedestrian" means any ~~[natural]~~ person ON ~~[a]~~foot, IN A MOTORIZED OR NON-MOTORIZED WHEELCHAIR, OR USING ANOTHER EQUIVALENT DEVICE, SUCH AS SKATES OR A STAKEBOARD. The term includes a personal delivery device as defined in Ohio R.C. 4511.513 unless the context clearly suggests otherwise.

(ORC 4511.01(X) [~~;- Ord. 16-22. Passed 2-14-22.~~])

301.~~23~~55 PERSON.

"Person" means every natural person, firm, ~~[eø]~~partnership, association or corporation.

(ORC 4511.01(W))

301.~~24~~56 POLE TRAILER.

"Pole trailer" means every trailer or semitrailer attached to the towing vehicle by means of a reach, pole or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregular shaped loads such as poles, pipes, or structural members capable, generally, of sustaining themselves as beams between the supporting connectionS.

(ORC 4511.01(O))

301.~~25~~57 POLICE OFFICER.

"Police officer" means every officer authorized to direct or regulate traffic, or to make arrests for violations of traffic regulations.

(ORC 4511.01(Z))

301.~~251~~58 PREDICATE MOTOR VEHICLE OR TRAFFIC OFFENSE.

"Predicate motor vehicle or traffic offense" means any of the following:

- (a) A violation of Ohio R.C. 4511.03, 4511.051, 4511.12, 4511.132, 4511.16, 4511.20, 4511.201, 4511.21, 4511.211, 4511.213, 4511.22, 4511.23, 4511.25, 4511.26, 4511.27, 4511.28, 4511.29, 4511.30, 4511.31, 4511.32, 4511.33, 4511.34, 4511.35, 4511.36, 4511.37, 4511.38, 4511.39, 4511.40, 4511.41, 4511.42, 4511.43, 4511.431, 4511.432, 4511.44, 4511.441, 4511.451, 4511.452, 4511.46, 4511.47, 4511.48, 4511.481, 4511.49, 4511.50, 4511.511, ~~[4511.522,]~~ 4511.53, 4511.54, 4511.55, 4511.56, 4511.57, 4511.58, 4511.59, 4511.60, 4511.61, 4511.64, 4511.66, 4511.661, 4511.68, 4511.70, 4511.701, 4511.71, 4511.711, 4511.712, 4511.713, 4511.72, 4511.73, 4511.763, 4511.771, 4511.78 or 4511.84;
- (b) A violation of ~~[division (A)(2) of]~~ Ohio R.C. 4511.17~~(A)(2), 4511.51(A) THROUGH (D), OR 4511.74(A)~~ ~~[divisions (A) to (D) of Ohio R.C. 4511.51, or division (A) of Ohio R.C. 4511.74];~~
- (c) A violation of any provision of Ohio R.C. 4511.01 ~~[to]~~ **THROUGH** 4511.76 for which no penalty otherwise is provided in the section that contains the provision violated;
- (d) A violation of Ohio R.C. 4511.214~~[-];~~
- (e) A violation of a municipal ordinance that is substantially ~~[similar]~~ **EQUIVALENT** to any section or provision set forth or described in subsection (a), **(b), (c) OR** ~~[to]~~ (d) of this ~~[section]~~ **DEFINITION.**
(ORC 4511.01(III) [~~;-~~ Ord. 123-19. Passed 12-9-19.])

301.~~[26]~~**59** PRIVATE ROAD ~~[OR DRIVEWAY].~~

~~[(a)]~~ "Private road ~~[or driveway]~~" means every way or place in private ownership used for vehicular travel by the owner, and those having express or implied permission from the owner, but not by other persons. (ORC 4511.01(DD))

~~[(b)]~~ ~~—"Private road open to public travel" means a private toll road or road, including any adjacent sidewalks that generally run parallel to the road, within a shopping center, airport, sports arena, or other similar business or recreation facility that is privately owned but where the public is allowed to travel without access restrictions. "Private road open to public travel" includes a gated toll road but does not include a road within a private gated property where access is restricted at all times, a parking area, a driving aisle within a parking area, or a private grade crossing. (Ord. 103-12. Passed 11-26-12.)~~

301.~~[27]~~**60** PUBLIC SAFETY VEHICLE.

"Public safety vehicle" means any of the following:

- (a) Ambulances, including private ambulance companies under contract to a ~~[municipal corporation]~~ **MUNICIPALITY**, township, or county, and private ambulances and **NON**transport vehicles bearing license plates issued under Ohio R.C. 4503.49;
- (b) Motor vehicles used by public law enforcement officers or other persons sworn to enforce the criminal and traffic laws of the ~~[S]~~ state ~~[or the Municipality];~~
- (c) Any motor vehicle when properly identified as required by the ~~[Ohio]~~ Director of Public Safety, when used in response to fire emergency calls or to provide emergency medical service to ill or injured persons, and when operated by a duly qualified person who is a member of a volunteer rescue service or a volunteer fire department, and who is on duty pursuant to the rules or directives of that service. The ~~[Ohio]~~ **STATE** Fire Marshal shall be designated by the ~~[Ohio]~~ Director of Public Safety as the certifying agency for all public safety vehicles described ~~[in this subsection (c)]~~ **HEREIN**;
- (d) Vehicles used by fire departments, including motor vehicles when used by volunteer firefighters responding to emergency calls in the fire department service when identified as required by the ~~[Ohio]~~ Director of Public Safety~~[-];~~
- (e) Any vehicle used to transport or provide emergency medical service to an ill or injured person, when certified as a public safety vehicle, shall be considered **SUCH** a ~~[public~~

safety] vehicle when transporting an ill or injured person to a hospital, regardless of whether such vehicle has already passed a hospital[-];

[~~{(e)}~~](f) ~~{(ORC 4511.01(E))}~~

(f) Vehicles used by the Motor Carrier Enforcement Unit for the enforcement of orders and rules of the Public Utilities Commission as specified in Ohio R.C. 5503.34.

(ORC 4511.01(E) [~~;- Ord. 87-05. Passed 5-9-05.-~~])

301.~~[28]~~**61** RAILROAD.

"Railroad" means a carrier of persons or property operating upon rails **OR TRACKS** placed principally on a private right of way.

(ORC 4511.01(P))

301.~~[29]~~**62** RAILROAD SIGN OR SIGNAL.

"Railroad sign or signal" means any sign, signal, or device erected by authority of a public body or official or by a railroad, and intended to give notice of the presence of railroad tracks or the approach of a ~~[railroad]~~ train.

(ORC 4511.01(SS))

~~[301.30]~~ RAILROAD TRAIN.

~~"Railroad train" means a steam engine, or an electric or other motor, with or without cars coupled thereto, operated by a railroad.~~

~~(ORC 4511.01(Q))~~

301.~~[31]~~**63** RESIDENCE DISTRICT.

"Residence district" means the territory, not comprising a business district, fronting on a street or highway, including the street or highway, where, for a distance of 300 feet or more, the frontage is improved with residences or residences and buildings in use for business.

(ORC 4511.01(OO))

301.64 RIDESHARING ARRANGEMENT.

"RIDESHARING ARRANGEMENT" INCLUDES THE TRANSPORTATION OF PERSONS IN A MOTOR VEHICLE WHERE THE TRANSPORTATION IS INCIDENTAL TO ANOTHER PURPOSE OF A VOLUNTEER DRIVER, AND INCLUDES ARRANGEMENTS KNOWN AS CARPOOLS, VANPOOLS, AND BUSPOOLS.

(ORC 4511.01(DDD))

301.~~[32]~~**65** RIGHT-OF-WAY.

"Right-of-way" means either of the following, as the context requires:

- (a) The right of a vehicle or pedestrian to proceed uninterruptedly in a lawful manner in the direction in which it, ~~[or the individual]~~ **HE OR SHE** is moving, in preference to another vehicle or pedestrian approaching from a different direction into its, ~~[or the individual's]~~ **HIS OR HER** path;
- (b) A general term denoting land, property, or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, "right-of-way" includes the roadway, shoulders or berm, ditch, and slopes extending to the right-of-way limits under the control of the ~~[S]~~state or local authority.

(ORC 4511.01(UU))

301.[321]**66 ROAD SERVICE VEHICLE.**

"Road service vehicle" means wreckers, utility repair vehicles, and state, county, and municipal service vehicles equipped with visual signals by means of flashing, rotating, or oscillating lights. (ORC 4511.01(JJJ) [~~;-Ord. 145-09. Passed 12-14-09.~~])

301.[33]**67 ROADWAY.**

"Roadway" means that portion of a [~~street or~~] highway improved, designed, or ordinarily used for vehicular travel **AND PARKING LANES, NOT INCLUDING** [~~except~~] the berm, **SIDEWALK**, or shoulder, **EVEN IF THE BERM, SIDEWALK, OR SHOULDER IS USED BY A PERSON OPERATING A BICYCLE OR OTHER HUMAN-POWERED VEHICLE.** If a [~~street or~~] highway includes two or more separate roadways, the term [~~"roadway"~~] means any such roadway separately but not all such roadways collectively. (ORC 4511.01(EE))

301.68 ROUNDABOUT.

"ROUNDABOUT" MEANS A CIRCULAR INTERSECTION WITH A YIELD CONTROL AT EACH ENTRY, WHICH PERMITS A VEHICLE ON THE CIRCULATORY ROADWAY TO PROCEED, WITH DEFLECTION OF THE APPROACHING VEHICLES COUNTER-CLOCKWISE AROUND A CENTRAL ISLAND.
(ORC 4511.01(JJJ))

301.69 RURAL MAIL DELIVERY VEHICLE.

"RURAL MAIL DELIVERY VEHICLE" MEANS EVERY VEHICLE USED TO DELIVER UNITED STATES MAIL ON A RURAL MAIL DELIVERY ROUTE.
(ORC 4511.01(VV))

301.[34]**70 SAFETY ZONE.**

"Safety zone" means the area or space officially set apart within a roadway for the exclusive use of pedestrians, and protected or marked or indicated by adequate signs **SO** as to be plainly visible at all times.
(ORC 4511.01(MM))

301.[35]**71 SCHOOL BUS.**

"School bus" means every bus designed for carrying more than nine passengers that is owned by a public, private, or governmental agency or institution of learning and operated for the transportation of children to or from a school session or a school function, or owned by a private person and operated for compensation for the transportation of children to or from a school session or a school function. [~~provided "school bus"~~] **THE TERM** does not include **ANY OF THE FOLLOWING:**

- (a) [a] **A** bus operated by a municipally owned transportation system, a mass transit company operating exclusively within the territorial limits of **A MUNICIPAL CORPORATION**, [~~the Municipality,~~] or within such limits and the territorial limits of [~~municipalities~~] **MUNICIPAL CORPORATIONS** immediately contiguous to [~~the Municipality~~] **SUCH MUNICIPAL CORPORATION**, nor a common passenger carrier certified by the public [~~U~~]utilities [~~C~~]commission unless such bus is devoted exclusively to the transportation of children to and from a school session or a school function; [~~and "school bus" does not include~~]
- (b) [a] **A** van or bus used by a licensed child care center or type A family child care home to transport children from the child care center or type A family child care home to a school if the van or bus does not have more than fifteen children in the van or bus at any time; [~~"Child care center" and "type A family child care home" have the same meanings as in Ohio R.C. 5104.01.~~]
- (c) **AN ALTERNATIVE VEHICLE AS DEFINED IN OHIO R.C. 4511.76.**
(ORC 4511.01(F) [~~;-(FFF); Ord. 91-24. Passed 8-12-24.~~])

301.[36]72 SEMITRAILER.

"Semitrailer" means every vehicle designed or used for carrying persons or property with another and separate motor vehicle so that in operation a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle.

(ORC 4511.01(N))

301.[361]73 SHARED-USE PATH.

"Shared-use path" means a bikeway outside the traveled way and physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or within an independent alignment. A shared-use path also may be used by pedestrians, including skaters, joggers, users of manual and motorized wheelchairs, and other authorized motorized and non-motorized users. A shared-use path does not include any trail that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for non-motorized use.

(ORC 4511.01(PPP) [~~Ord. 123-19. Passed 12-9-19.~~])

301.74 SHOULDER.

"SHOULDER" MEANS A LONGITUDINAL AREA CONTIGUOUS WITH THE TRAVELED WAY THAT IS USED FOR ACCOMMODATING VEHICLES THAT ARE STOPPED FOR AN EMERGENCY AND FOR LATERAL SUPPORT OF BASE AND SURFACE COURSES; GRADED FOR EMERGENCY STOPPING; EITHER PAVED OR UNPAVED; AND WHEN PAVED, MAY BE OPEN FOR PARTTIME TRAVEL BY SOME OR ALL VEHICLES OR MAY ALSO BE AVAILABLE FOR USE BY PEDESTRIANS OR BICYCLES IN THE ABSENCE OF OTHER PEDESTRIAN OR BICYCLE FACILITIES.

(ORC 4511.01(KKKK))

301.[37]75 SIDEWALK.

"Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines **OR EASEMENTS OF PRIVATE PROPERTY, THAT IS PAVED OR IMPROVED, AND IS**, intended for the use of pedestrians.

(ORC 4511.01(FF))

301.76 SITE ROADWAY OPEN TO PUBLIC TRAVEL.

"SITE ROADWAY OPEN TO PUBLIC TRAVEL" MEANS A ROADWAY OR BIKEWAY ON SITE OF A SHOPPING CENTER, OFFICE PARK, AIRPORT, SCHOOL, UNIVERSITY, SPORTS ARENA, RECREATIONAL PARK, OR OTHER SIMILAR BUSINESS, GOVERNMENT, OR RECREATION FACILITY THAT IS PUBLICLY OR PRIVATELY OWNED BUT WHERE THE PUBLIC IS ALLOWED TO TRAVEL WITHOUT FULL-TIME ACCESS RESTRICTIONS. THE TERM DOES NOT INCLUDE A ROADWAY WHERE ACCESS IS RESTRICTED AT ALL TIMES BY GATES OR GUARDS TO RESIDENTS, EMPLOYEES, OR OTHER SPECIFICALLY AUTHORIZED PERSONS, A PARKING AREA, A DRIVING AISLE WITHIN A PARKING AREA, OR A PRIVATE HIGHWAY-RAIL GRADE CROSSING.

(ORC 4511.01(OOO))

301.77 STANDING.

"STANDING" WHEN PROHIBITED, MEANS ANY HALTING OF A VEHICLE, EVEN MOMENTARILY, EXCEPT WHEN NECESSARY TO AVOID CONFLICT WITH OTHER TRAFFIC OR IN COMPLIANCE WITH THE DIRECTIONS OF A POLICE OFFICER OR TRAFFIC CONTROL DEVICE.

301.78 STATE.

"STATE" HAS THE SAME MEANING AS IN OHIO R.C. 4501.01.

301.79 STATE HIGHWAY.

"STATE HIGHWAY" MEANS A HIGHWAY UNDER THE JURISDICTION OF THE DEPARTMENT OF TRANSPORTATION, OUTSIDE THE LIMITS OF MUNICIPALITIES, PROVIDED THAT THE AUTHORITY CONFERRED UPON THE DIRECTOR OF TRANSPORTATION IN OHIO R.C. 5511.01 TO ERECT STATE HIGHWAY ROUTE MARKERS AND SIGNS DIRECTING TRAFFIC SHALL NOT BE MODIFIED BY OHIO R.C. 4511.01 THROUGH 4511.79 AND 4511.99.

(ORC 4511.01(II))

301.[38]80 STATE ROUTE.

"State route" means every highway that is designated with an official [S] state route number and so marked. (ORC 4511.01(JJ))

301.[39]81 STOP [(WHEN REQUIRED)].

"Stop" when required means a complete cessation of movement.

301.82 STOP INTERSECTION.

"STOP INTERSECTION" MEANS ANY INTERSECTION AT ONE OR MORE ENTRANCES OF WHICH STOP SIGNS ARE ERECTED. (ORC 4511.01(BBB))

301.[40]83 STOPPING [OR STANDING].

[(a)] "[~~Stop or~~] [s] Stopping" when prohibited, means any halting of a vehicle, even momentarily, [~~whether occupied or not,~~] except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device.

[(b)]—"Stand or standing" means the halting of a vehicle, ~~whether occupied or not, otherwise then temporarily for the purpose of and while actually engaged in receiving or discharging passengers.~~

~~[301.41 STOP INTERSECTION.~~

~~"Stop intersection" means any intersection at one or more entrances of which stop signs are erected.~~

~~(ORC 4511.01(BBB))~~

301.[42]84 STREET OR HIGHWAY[; ARTERIAL STREET].

[(a)] "Street" or "highway" **MEANS A GENERAL TERM FOR DENOTING A PUBLIC WAY FOR PURPOSES OF TRAVEL BY VEHICLES AND VULNERABLE ROAD USERS, INCLUDING THE ENTIRE AREA WITHIN THE RIGHT-OF-WAY.** [~~are synonymous and mean the entire width between the boundary lines of every way open to the use of the public as a thoroughfare for purposes of vehicular travel.~~]

(ORC 4511.01(BB))

[(b)]—"Arterial street" means any United States or State numbered route, controlled access highway or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways.

(ORC 4511.01(CCC))

301.[43]85 THROUGH [STREET OR] HIGHWAY.

"Through [~~street or~~] highway" means every street or highway as provided in [~~Section 313.02~~] **OHIO R.C. 4511.62, OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE.**

(ORC 4511.01(HH))

301.~~[44]~~**86** THRUWAY.

"Thruway" means a through ~~[street or]~~ highway whose entire roadway is reserved for through traffic and on which roadway parking is prohibited.

(ORC 4511.01(AAA))

301.~~[45]~~**87** TRAFFIC.

"Traffic" means pedestrians, ridden or herded animals, vehicles, **STREETCARS**, and other devices, either singly or together, while using for purposes of travel any ~~[street or]~~ highway or ~~[private road]~~ **SITE ROADWAY** open to public travel.

~~[(Ord. 103-12. Passed 11-26-12.)]~~ **(ORC 4511.01 (TT))**

301.~~[46]~~**88** TRAFFIC CONTROL DEVICE.

"Traffic control device" means a flagger, sign, signal, marking, **CHANNELIZATION DEVICE**, or other device **THAT USES COLORS, SHAPES, SYMBOLS, WORDS, SOUNDS, OR TACTILE INFORMATION FOR THE PRIMARY PURPOSE OF COMMUNICATING A REGULATORY, WARNING OR GUIDANCE MESSAGE TO ROAD USERS** ~~[used to regulate, warn or guide traffic, placed]~~ on ~~[-over, or adjacent to]~~ a street, highway, **SITE ROADWAY** ~~[private road]~~ open to public travel, pedestrian facility, **BIKEWAY OR PATHWAY** ~~[or shared-use path by authority of a public agency or official having jurisdiction, or, in the case of a private road open to public travel, by authority of the private owner or private official having jurisdiction].~~

~~[(Ord. 103-12. Passed 11-26-12.)]~~ **(ORC 4511.01(QQ))**

301.~~[47]~~**89** TRAFFIC CONTROL SIGNAL.

"Traffic control signal" means any highway traffic signal **PLACED AT AN INTERSECTION, MOVABLE BRIDGE, FIRE STATION, MID-BLOCK CROSSWALK, ALTERNATING ONE-WAY SECTIONS OF A SINGLE LANE ROAD, PRIVATE DRIVEWAY, OR OTHER LOCATION THAT REQUIRES CONFLICTING** ~~[by which]~~ traffic **TO BE** ~~[is alternately]~~ directed to stop and permitted to proceed **IN AN ORDERLY MANNER. THE TERM INCLUDES A VEHICULAR SIGNAL INDICATION, A PEDESTRIAN SIGNAL INDICATION, AND A BICYCLE SYMBOL SIGNAL INDICATION. THE TERM DOES NOT INCLUDE AN EMERGENCY-VEHICLE HYBRID BEACON OR A PEDESTRIAN HYBRID BEACON.**

~~[(Ord. 103-12. Passed 11-26-12.)]~~ **(ORC 4511.01(RR))**

301.~~[48]~~**90** TRAILER.

"Trailer" means every vehicle designed or used for carrying persons or property wholly on its own structure, and for being drawn by a motor vehicle, including any ~~[such]~~ vehicle when formed by or operated as a combination of a semitrailer and a vehicle of the dolly type, such as that commonly known as a trailer dolly, a vehicle used to transport agricultural produce or agricultural production materials between a local place of storage or supply and the farm when drawn or towed on a street or highway at a speed greater than twenty-five miles per hour and a vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of more than ten miles or at a speed of more than twenty-five miles per hour.

(ORC 4511.01(M))

301.91 TRAIN.

"TRAIN" MEANS ONE OR MORE LOCOMOTIVES COUPLED, WITH OR WITHOUT CARS, THAT OPERATES ON RAILS OR TRACKS AND TO WHICH ALL OTHER TRAFFIC IS REQUIRED BY LAW TO YIELD THE RIGHT-OF-WAY AT HIGHWAY-RAIL GRADE CROSSINGS.

(ORC 4511.01(Q))

301.[49]92 TRUCK.

"Truck" means every motor vehicle, except trailers and semitrailers, designed and used to carry property. (ORC 4511.01(K))

301.93 TWO-STAGE BICYCLE TURN BOX.

"TWO-STAGE BICYCLE TURN BOX" MEANS A DESIGNATED AREA AT AN INTERSECTION THAT IS INTENDED TO PROVIDE BICYCLISTS A PLACE TO WAIT FOR TRAFFIC TO CLEAR BEFORE PROCEEDING IN A DIFFERENT DIRECTION OF TRAVEL. (ORC 4511.01(CCCC))

301.94 TYPE A FAMILY CHILD CARE HOME.

"TYPE A FAMILY CHILD CARE HOME" HAS THE SAME MEANING AS SET FORTH IN OHIO R.C. 5104.01.

301.[50]95 URBAN DISTRICT.

"Urban district" means the territory contiguous to and including any street or highway which is built up with structures devoted to business, industry, or dwelling houses situated at intervals of less than 100 feet for distance of [a] **ONE**-quarter of a mile or more, and the character of [such] **THE** territory is indicated by official traffic-control devices.
(ORC 4511.01(PP))

301.[51]96 VEHICLE.

"Vehicle" means every device, including a **BICYCLE**, motorized bicycle and an electric bicycle, in, upon, or by which any person or property may be transported or drawn upon a [street-~~or~~] highway. [~~except that "vehicle"~~] **THE TERM** does not include any motorized wheelchair, any electric personal assistive mobility device, any low-speed micromobility device, **ANY PERSONAL DELIVERY DEVICE AS DEFINED IN OHIO R.C. 4511.513**, [~~or~~] any device [~~other than a bicycle,~~] that is moved by [human] power **COLLECTED FROM OVERHEAD ELECTRIC TROLLEY WIRES OR THAT IS USED EXCLUSIVELY UPON STATIONARY RAILS OR TRACKS, OR ANY DEVICE THAT IS MOVED BY HUMAN POWER.** (ORC 4511.01(A) [~~;- Ord. 16-22. Passed 2-14-22.-~~])

~~[301.52 WHEELCHAIR, MOTORIZED.~~

~~"Motorized wheelchair" means any self-propelled vehicle designed for, and used by, a handicapped person and that is incapable of a speed in excess of eight miles per hour.
(ORC 4511.01(EEE))]~~

301.[53]97 WASTE COLLECTION VEHICLE.

"Waste collection vehicle" means a vehicle used in the collection of garbage, refuse, trash or recyclable materials.
(ORC 4511.01(RRR) [~~;- Ord. 120-18. Passed 11-26-18.-~~])

301.98 WILDLIFE OFFICER.

**"WILDLIFE OFFICER" MEANS AN OFFICER DESIGNATED PURSUANT TO OHIO R.C. 1531.13.
(ORC 4511.01(YYY))**

303.01 COMPLIANCE WITH LAWFUL ORDER OF POLICE OFFICER; FLEEING.

[No changes to this section until paragraph (c)]

- (c) (1) Whoever violates this section is guilty of failure to comply with an order or signal of a police officer.
- (2) A violation of subsection (a) **OF THIS SECTION** is a misdemeanor of the first degree.

- (3) Except as [hereinafter] provided **IN SUBSECTIONS (c)(4) AND (c)(5) OF THIS SECTION**, a violation of subsection (b) **OF THIS SECTION** is a **FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW** [~~misdemeanor of the first degree.~~]
- (4) A violation of subsection (b) **OF THIS SECTION** is a felony **AND SHALL BE PROSECUTED UNDER APPROPRIATE STATE LAW** if the jury or judge as trier of fact finds [~~any one of the following:~~] by proof beyond a reasonable doubt **THAT IN COMMITTING THE OFFENSE, THE OFFENDER WAS FLEEING IMMEDIATELY AFTER THE COMMISSION OF A FELONY.**
- (5) A. **A VIOLATION OF SUBSECTION (b) OF THIS SECTION IS A FELONY AND SHALL BE PROSECUTED UNDER APPROPRIATE STATE LAW IF THE JURY OR JUDGE AS TRIER OF FACT FINDS ANY OF THE FOLLOWING BY PROOF BEYOND A REASONABLE DOUBT:**
- [~~(1)~~] ~~In committing the offense, the offender was fleeing immediately after the commission of a felony;~~
- [~~(2)~~] **(1)** The operation of the motor vehicle by the offender was a proximate cause of serious physical harm to persons or property[;].
- [~~(3)~~] **(2)** The operation of the motor vehicle by the offender caused a substantial risk of serious physical harm to persons or property.
- B. **IF A POLICE OFFICER PURSUES AN OFFENDER WHO IS VIOLATING SUBSECTION (b) OF THIS SECTION AND SUBSECTION (c)(5)A. OF THIS SECTION APPLIES, THE SENTENCING COURT, IN DETERMINING THE SERIOUSNESS OF AN OFFENDER'S CONDUCT FOR PURPOSES OF SENTENCING THE OFFENDER FOR A VIOLATION OF SUBSECTION (B) OF THIS SECTION, SHALL CONSIDER, ALONG WITH THE FACTORS SET FORTH IN OHIO R.C. 2929.12 AND 2929.13 THAT ARE REQUIRED TO BE CONSIDERED, ALL OF THE FOLLOWING:**
1. **THE DURATION OF THE PURSUIT;**
 2. **THE DISTANCE OF THE PURSUIT;**
 3. **THE RATE OF SPEED AT WHICH THE OFFENDER OPERATED THE MOTOR VEHICLE DURING THE PURSUIT;**
 4. **WHETHER THE OFFENDER FAILED TO STOP FOR TRAFFIC LIGHTS OR STOP SIGNS DURING THE PURSUIT;**
 5. **THE NUMBER OF TRAFFIC LIGHTS OR STOP SIGNS FOR WHICH THE OFFENDER FAILED TO STOP DURING THE PURSUIT;**
 6. **WHETHER THE OFFENDER OPERATED THE MOTOR VEHICLE DURING THE PURSUIT WITHOUT LIGHTED LIGHTS DURING A TIME WHEN LIGHTED LIGHTS ARE REQUIRED;**
 7. **WHETHER THE OFFENDER COMMITTED A MOVING VIOLATION DURING THE PURSUIT;**
 8. **THE NUMBER OF MOVING VIOLATIONS THE OFFENDER COMMITTED DURING THE PURSUIT;**
 9. **ANY OTHER RELEVANT FACTORS INDICATING THAT THE OFFENDER'S CONDUCT IS MORE SERIOUS THAN CONDUCT NORMALLY CONSTITUTING THE OFFENSE.**

(d) In addition to any other sanction imposed for a violation of subsection (a) of this section or a misdemeanor violation of subsection (b) of this section, the court shall impose a class five suspension from the range specified in Ohio R.C. 4510.02(A)(5). If the offender previously has been found guilty of an offense under this section **OR UNDER OHIO R.C. 2921.331 OR ANY OTHER SUBSTANTIALLY EQUIVALENT**

MUNICIPAL ORDINANCE, in addition to any other sanction imposed for the offense, the court shall impose a class one suspension as described in ~~[division]~~ **OHIO R.C. 4510.02(A)(1)** ~~[of that section]~~. The court may grant limited driving privileges to the offender on a suspension imposed for a misdemeanor violation of this section as set forth in ~~[Ohio]~~ R.C. ~~§~~4510.021. No judge shall suspend ~~[the first three years of suspension under a class two suspension of an offender's license, permit or privilege required by this division on]~~ any portion of the suspension under a class one suspension of an offender's license, permit, or privilege required by this subsection.

~~[(Ord. 103-12, Passed 11-26-12.)]~~ **(ORC 2921.331)**

303.083 IMPOUNDING VEHICLES ON PUBLIC PROPERTY.

[No changes to this section until paragraph (c)(2)A.]

(c) (1)

(2) A. The owner or lienholder of the motor vehicle **IS RESPONSIBLE FOR PAYMENT OF ANY EXPENSES OR CHARGES INCURRED IN ITS REMOVAL AND STORAGE AND** may reclaim the motor vehicle upon payment of ~~[any]~~ **THOSE** expenses or charges, ~~[incurred in its removal and storage,]~~ and presentation of proof of ownership, which may be evidenced by a certificate of title or memorandum certificate of title to the motor vehicle, a certificate of registration for the motor vehicle, or a lease agreement. Upon presentation of proof of ownership evidenced as provided above, the owner of the motor vehicle also may retrieve any personal items from the vehicle without retrieving the vehicle and without paying any fee. However, a towing service or storage facility may charge an after-hours retrieval fee established by the Public Utilities Commission in rules adopted under Ohio R.C. 4921.25 if the owner retrieves the personal items after hours, unless the towing service or storage facility fails to provide the notice required under Ohio R.C. 4513.69(B)(3), if applicable. However, the owner shall not do either of the following:

1. Retrieve any personal item that has been determined by the chief, or a state highway patrol trooper, as applicable, to be necessary to a criminal investigation;
2. Retrieve any personal item from a vehicle if it would endanger the safety of the owner, unless the owner agrees to sign a waiver of liability.

B. For purposes of subsection (c)(2) of this section, "personal items" do not include any items that are attached to the vehicle.

(3) If the owner or lienholder of the motor vehicle reclaims it after a search of the applicable records has been conducted and after notice has been sent to the owner ~~[or]~~ **AND ANY** lienholder as described in this section, and the search was conducted by the place of storage, and the notice was sent to the motor vehicle owner by the place of storage, the owner or lienholder shall pay to the place of storage a processing fee of twenty-five dollars (\$25.00), in addition to any expenses or charges incurred in the removal and storage of the vehicle.

[No further changes to this section]

303.10 LEAVING JUNK VEHICLES ON PRIVATE PROPERTY WITH PERMISSION OF OWNER.

(a) For the purposes of this section, "junk motor vehicle" means any motor vehicle meeting the requirements of Ohio R.C. 4513.63~~(A)(2), (3), (4) AND (5)~~ ~~[(B) to (E)]~~ that is left uncovered in the open on private property for more than seventy-two hours with the permission of the person having the right

to the possession of the property, except if the person is operating a junk yard or scrap metal processing facility licensed under authority of Ohio R.C. 4737.05 to 4737.12; or regulated under authority of the Municipality; or if the property on which the motor vehicle is left is not subject to licensure or regulation by any governmental authority, unless the person having the right to the possession of the property can establish that the motor vehicle is part of a bona fide commercial operation, or if the motor vehicle is a collector's vehicle.

[No further changes to this section]

CHAPTER 305

CROSS REFERENCES

SEE SECTIONAL HISTORY FOR SIMILAR STATE LAW

Power to designate highway as included in a freeway, expressway or thruway - see Ohio R.C. 4511.011

UNIFORM SYSTEM OF TRAFFIC CONTROL DEVICES – SEE OHIO R.C. 4511.09, 4511.11(D)

PLACING AND MAINTAINING LOCAL TRAFFIC CONTROL DEVICES – SEE OHIO R.C. 4511.10, 4511.11

~~[Power to enact local traffic regulations – see Ohio R.C. 4511.07, 4511.61]~~

~~[Local traffic control devices – see Ohio R.C. 4511.11]~~

Alteration of prima-facie speed limits - see Ohio R.C. 4511.21, 4511.22(A), 4511.23

POWER TO ERECT STOP SIGNS AT GRADE CROSSINGS – SEE OHIO R.C. 4511.61

Designation of through streets and erection of stop or yield signs - see Ohio R.C. 4511.65; TRAF. 313.02

TRAFFIC CONTROL DEVICES DEFINED – SEE TRAF. 301.88

CHAPTER 313

CROSS REFERENCES

See sectional histories for similar State law

Designation of through streets or stop intersections - see Ohio R.C. 4511.07(F), 4511.65

Uniform system of traffic control devices - see Ohio R.C. 4511.09, 4511.11(D)

Placing and maintaining local traffic control devices - see Ohio R.C. 4511.10, 4511.11

Traffic control devices defined - see TRAF. ~~[301.46]~~ **301.88**

313.02 THROUGH ~~[STREETS]~~ **HIGHWAYS**; STOP AND YIELD RIGHT-OF-WAY SIGNS.

(a) All State routes are hereby designated as through ~~[streets or]~~ highways, provided that stop signs, yield signs or **HIGHWAY** traffic ~~[control]~~ signals shall be erected at all intersections with such through ~~[streets or]~~ highways **BY THE DEPARTMENT OF TRANSPORTATION AS TO HIGHWAYS UNDER ITS JURISDICTION AND BY LOCAL AUTHORITIES AS TO HIGHWAYS UNDER THEIR JURISDICTION**, except as otherwise provided in this section. Where two or more State routes that are through ~~[streets or]~~ highways intersect and no **HIGHWAY** traffic ~~[control]~~ signal is in operation, stop signs or yield signs shall be erected at one or more entrances thereto by the Ohio Department of Transportation **OR BY LOCAL AUTHORITIES HAVING JURISDICTION**, except as otherwise provided in this section.

Whenever the Ohio Director of Transportation determines on the basis of an engineering and traffic investigation that stop signs are necessary to stop traffic on a through highway for safe and efficient operation, nothing in this section shall be construed to prevent such installations. When circumstances warrant, the Director also may omit stop signs on roadways intersecting through highways under ~~[his]~~ **THE DIRECTOR'S** jurisdiction. Before the Director either installs or removes a stop sign under this paragraph, ~~[he]~~ **THE DIRECTOR** shall give notice, in writing, of that proposed action to the Municipality at least thirty days before installing or removing the stop sign.

(b) Other streets or highways, or portions thereof, are hereby designated through ~~[streets or]~~ highways, if they are within the Municipality, if they have a continuous length of more than one mile between the limits of such street or highway or portion thereof, and if they have "stop" or "yield" signs or **HIGHWAY** traffic ~~[control]~~ signals at the entrances of the majority of intersecting streets or highways. For purposes of this section, the limits of such street or highway, or portion thereof, shall be a municipal

corporation line, the physical terminus of the street or highway or any point on ~~[such]~~ **THE** streets or highway at which vehicular traffic thereon is required by regulatory signs to stop or yield to traffic on the intersecting street, provided that in residence districts the Municipality may by ordinance designate such street or highway, or portion thereof, not to be a through highway and thereafter the affected residence district shall be indicated by official traffic control devices. Where two or more streets or highways designated under this subsection (b) intersect and no **HIGHWAY** traffic ~~[control]~~ signal is in operation, stop signs or yield signs shall be erected at one or more entrances thereto by the Ohio Department of Transportation or by Council or the authorized local authority, except as otherwise provided in this section.

(c) Stop signs need not be erected at intersections so constructed as to permit traffic to safely enter a through ~~[street or]~~ highway without coming to a stop. Signs shall be erected at such intersections indicating that the operator of a vehicle shall yield the right of way to or merge with all traffic proceeding on the through ~~[street or]~~ highway.

(d) Council or the authorized local authority may designate additional through ~~[streets or]~~ highways and shall erect stop signs, yield signs or **HIGHWAY** traffic ~~[control]~~ signals at all streets and highways intersecting such through ~~[streets or]~~ highways, or may designate any intersection as a stop or yield intersection and shall erect like signs at one or more entrances to such intersection.
(ORC 4511.65)

313.03 TRAFFIC SIGNAL INDICATIONS.

[No changes to this section until paragraph (g)]

- (g) General Application: In the event an official **HIGHWAY** traffic ~~[-control]~~ signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal.

[No further changes to this section]

313.04 LANE-USE CONTROL SIGNAL INDICATIONS.

- (a) The meanings of lane-use control signal indications are as follows:
- (1) A steady downward green arrow ~~[: A road user is permitted to drive in]~~ **MEANS THAT** the lane over which the arrow signal indication is located **IS OPEN TO VEHICLE TRAVEL IN THAT DIRECTION.**
 - (2) A steady yellow "X" ~~[: A road user is to prepare to vacate]~~ **MEANS THAT** the lane over which the signal indication is located ~~[because a lane control change is being made to]~~ **IS ABOUT TO BE CLOSED TO VEHICLE TRAFFIC IN THAT DIRECTION AND WILL BE FOLLOWED BY** a steady red "X" signal indication, **EITHER WITHIN THE SAME SIGNAL FACE OR IN A DOWNSTREAM SIGNAL FACE.**
 - (3) A steady white two-way left-turn arrow ~~[: A road user is permitted to use a]~~ **MEANS THAT THE** lane over which the signal indication is located **IS OPEN TO TRAFFIC MAKING** ~~[for]~~ **a left turn FROM EITHER DIRECTION OF TRAVEL**, but not for through travel ~~[, with the understanding that common use of the lane by oncoming road users for left turns also is permitted].~~
 - (4) A steady white one-way left-turn arrow ~~[: A road user is permitted to use a]~~ **MEANS THAT THE** lane over which the signal indication **IS OPEN TO TRAFFIC MAKING** ~~[is located for]~~ **a left turn IN THAT DIRECTION**, without opposing turns in the same lane, but not for through travel.
 - (5) A steady red "X" ~~[: A road user is not permitted to use]~~ **MEANS THAT** the lane over which the signal indication is located **IS CLOSED TO VEHICLE TRAFFIC IN THE**

DIRECTION VIEWED BY THE ROAD USER ~~[and that this signal indication shall modify accordingly the meaning of other traffic controls present].~~ **(ORC 4511.131)**

[No further changes to this section]

313.09 DRIVER'S DUTIES UPON APPROACHING AMBIGUOUS OR NON-WORKING TRAFFIC SIGNAL.

(a) The driver of a vehicle who approaches an intersection where traffic is controlled by **HIGHWAY** traffic ~~[control]~~ signals shall do all of the following if the signal facing the driver exhibits no colored lights or colored lighted arrows, exhibits a combination of such lights or arrows that fails to clearly indicate the assignment of right of way, or, if the vehicle is a bicycle or an electric bicycle, the signals are otherwise malfunctioning due to the failure of a vehicle detector to detect the presence of the bicycle or electric bicycle.

~~[{Ord. 123-19. Passed 12-9-19.}]~~

[No further changes to this section]

313.10 UNLAWFUL PURCHASE, POSSESSION OR SALE.

(a) As used in this section, "traffic control device" means any sign, **HIGHWAY** traffic ~~[control]~~ signal or other device conforming to and placed or erected in accordance with the manual adopted under Ohio R.C. 4511.09 by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic, including signs denoting the names of streets and highways, but does not mean any pavement marking.

[No further changes to this section]

313.11 PORTABLE SIGNAL PREEMPTION DEVICES PROHIBITED.

(a) AS USED IN THIS SECTION:

- (1) HIGHWAY MAINTENANCE VEHICLE. A VEHICLE USED IN SNOW AND ICE REMOVAL, INCLUDING A SNOW PLOW, WHEN IT IS OWNED BY A POLITICAL SUBDIVISION AND OPERATED BY AN EMPLOYEE OF THAT POLITICAL SUBDIVISION.**
- (2) PEACE OFFICER. HAS THE SAME MEANING AS IN OHIO R.C. 109.71(A)(1), (A)(12), (A)(14), AND (A)(19).**
- (3) PORTABLE SIGNAL PREEMPTION DEVICE. A DEVICE THAT, IF ACTIVATED BY A PERSON, IS CAPABLE OF CHANGING A HIGHWAY TRAFFIC SIGNAL TO GREEN OUT OF SEQUENCE.**
- (4) PUBLIC SAFETY VEHICLE. HAS THE SAME MEANING AS IN OHIO R.C. 4511.01(E)(1), (E)(3), AND (E)(4).**

~~[{a}]~~ **(b) EXCEPT AS PROVIDED IN SUBSECTIONS (c) AND (d) OF THIS SECTION:**

- (1) No person shall possess a portable signal preemption device.
- (2) No person shall use a portable signal preemption device to affect the operation of a traffic control signal.

~~[{b}]~~ **(c)** Subsection ~~[{a}]~~ **(b)**(1) of this section does not apply to any of the following persons ~~[and subsection (a)(2) of this section does not apply to any of the following persons when responding to an emergency call]:~~

- (1) A peace officer ~~[, as defined in Ohio R.C. 109.71(A)(11), (12), (14) or (19)]~~;
- (2) A ~~[S]~~state highway patrol trooper;
- (3) A person while occupying a public safety vehicle ~~[as defined in Ohio R.C. 4511.01(E)(1), (3) or (4)]~~;
- (4) THE AUTHORIZED EMPLOYEE OPERATOR OF A HIGHWAY MAINTENANCE VEHICLE.**

(d) SUBSECTION (b)(2) OF THIS SECTION DOES NOT APPLY UNDER EITHER OF THE FOLLOWING CIRCUMSTANCES:

- (1) WHEN A PERSON LISTED IN SUBSECTIONS (c)(1) TO (c)(3) OF THIS SECTION IS RESPONDING TO AN EMERGENCY CALL;**
- (2) WHEN A PERSON LISTED IN SUBSECTION (c)(4) OF THIS SECTION IS RESPONDING TO AN EMERGENCY LEVEL TWO OR LEVEL THREE WEATHER EVENT.**

~~[(e)]~~ **(e)** Whoever violates subsection ~~[(a)]~~ **(b)(1)** of this section is guilty of a misdemeanor of the fourth degree. Whoever violates subsection ~~[(a)]~~ **(b)(2)** of this section is guilty of a misdemeanor of the first degree.

~~[(d)]~~—As used in this section, “portable signal preemption device” means a device that, if activated by a person, is capable of changing a traffic control signal to green out of sequence.]
(ORC 4513.031 [; Ord. 87-05. Passed 5-9-05.])

313.12 BICYCLE SYMBOL SIGNAL INDICATIONS.

BICYCLE SYMBOL SIGNAL INDICATIONS HAVE THE FOLLOWING MEANINGS:

- (a) A STEADY GREEN BICYCLE SIGNAL INDICATION MEANS THAT BICYCLISTS ARE PERMITTED TO ENTER THE INTERSECTION ONLY TO MAKE THE MOVEMENT INDICATED BY THE LANE-USE ARROW DISPLAYED ON THE BICYCLE SIGNAL SIGN THAT IS LOCATED IMMEDIATELY ADJACENT TO THE BICYCLE SIGNAL FACE. BICYCLISTS PROCEEDING INTO THE INTERSECTION DURING THE DISPLAY OF THE INDICATION SHALL YIELD THE RIGHT-OF-WAY TO BOTH OF THE FOLLOWING:**
 - (1) PEDESTRIANS LAWFULLY WITHIN AN ASSOCIATED CROSSWALK;**
 - (2) OTHER VEHICLES LAWFULLY WITHIN THE INTERSECTION.**
- (b) A STEADY YELLOW BICYCLE SIGNAL INDICATION MEANS THAT BICYCLISTS ARE WARNED THAT THE RELATED GREEN MOVEMENT IS BEING TERMINATED AND THAT A STEADY RED BICYCLE SIGNAL INDICATION WILL BE DISPLAYED IMMEDIATELY THEREAFTER WHEN BICYCLISTS SHALL NOT ENTER THE INTERSECTION. THE PROVISIONS GOVERNING BICYCLIST OPERATIONS UNDER THE MOVEMENT BEING TERMINATED CONTINUE TO APPLY WHILE THE STEADY YELLOW BICYCLE SIGNAL INDICATION IS DISPLAYED.**
- (c)**
 - (1) A STEADY RED BICYCLE SIGNAL INDICATION MEANS THAT BICYCLISTS SHALL NOT ENTER THE INTERSECTION TO MAKE THE MOVEMENT INDICATED BY THE LANE-USE ARROW DISPLAYED ON THE BICYCLE SIGNAL SIGN THAT IS LOCATED IMMEDIATELY ADJACENT TO THE BICYCLE SIGNAL FACE. UNLESS THE BICYCLIST IS ENTERING THE INTERSECTION TO MAKE ANOTHER MOVEMENT PERMITTED BY ANOTHER BICYCLE SYMBOL SIGNAL INDICATION, THE BICYCLIST SHALL STOP AT A CLEARLY MARKED STOP LINE; BUT IF THERE IS NO STOP LINE, SHALL STOP BEFORE ENTERING THE CROSSWALK ON THE NEAR SIDE OF THE INTERSECTION; OR IF THERE IS NO CROSSWALK, SHALL STOP BEFORE ENTERING THE INTERSECTION; AND SHALL REMAIN STOPPED UNTIL A GREEN BICYCLE SIGNAL INDICATION TO PROCEED IS DISPLAYED.**
 - (2) EXCEPT WHEN A TRAFFIC CONTROL DEVICE IS IN PLACE PROHIBITING A TURN ON RED, BICYCLISTS FACING A STEADY RED BICYCLE SIGNAL INDICATION ARE PERMITTED TO ENTER THE INTERSECTION TO TURN RIGHT IF THERE ARE NO APPROACH LANES FOR MOTOR VEHICLE TRAFFIC TO THEIR RIGHT. THE RIGHT TO PROCEED WITH THE TURN IS SUBJECT TO THE PROVISIONS THAT ARE APPLICABLE AFTER MAKING A STOP AT A STOP SIGN.**
- (d) A FLASHING GREEN BICYCLE SIGNAL INDICATION AND A FLASHING YELLOW BICYCLE SIGNAL INDICATION HAVE NO MEANING AND SHALL NOT BE USED.**
- (e) A FLASHING RED BICYCLE SIGNAL INDICATION MEANS THAT BICYCLISTS SHALL STOP AT A CLEARLY MARKED STOP LINE; BUT IF THERE IS NO STOP LINE, SHALL STOP BEFORE**

ENTERING THE CROSSWALK ON THE NEAR SIDE OF THE INTERSECTION; OR IF THERE IS NO CROSSWALK, SHALL STOP AT THE POINT NEAREST THE INTERSECTING ROADWAY WHERE THE BICYCLISTS HAVE A VIEW OF APPROACHING TRAFFIC ON THAT ROADWAY BEFORE ENTERING THE INTERSECTION. THE RIGHT TO MAKE THE MOVEMENT INDICATED BY THE LANE-USE ARROW DISPLAYED ON THE BICYCLE SIGNAL SIGN THAT IS LOCATED IMMEDIATELY ADJACENT TO THE BICYCLE SIGNAL FACE IS SUBJECT TO THE PROVISIONS THAT ARE APPLICABLE AFTER MAKING A STOP AT A STOP SIGN.
(ORC 4511.15)

331.33 OBSTRUCTING INTERSECTION, CROSSWALK OR GRADE CROSSING.

(a) No driver shall enter an intersection or marked crosswalk or drive onto any railroad grade crossing unless there is sufficient space on the other side of the intersection, crosswalk or grade crossing to accommodate the vehicle the driver is operating without obstructing the passage of other vehicles, pedestrians or ~~train~~ trains, notwithstanding any **HIGHWAY** traffic ~~control~~ signal indication to proceed.

[No further changes to this section]

331.35 OCCUPYING TRAVEL TRAILER, FIFTH WHEEL VEHICLE, OR MANUFACTURED OR MOBILE HOME WHILE IN MOTION.

[No changes to this section until paragraph (c)]

(c) ~~[(1)]~~ Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

~~[(2)]~~ (d) The offense established under this section is a strict liability offense and Ohio R.C. 2901.20 does not apply. The designation of this offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.
(ORC 4511.701 ~~[; Ord. 91-24. Passed 8-12-24.]~~)

331.381 SCHOOL BUS OPERATOR TO REPORT VIOLATIONS.

(a) **DEFINITION.** AS USED IN THIS SECTION, "LICENSE PLATE" INCLUDES, BUT IS NOT LIMITED TO, ANY TEMPORARY MOTOR VEHICLE LICENSE REGISTRATION ISSUED UNDER OHIO R.C. 4503.182 OR SIMILAR LAW OF ANOTHER JURISDICTION.

(b) **REPORT BY SCHOOL BUS DRIVER.** WHEN THE OPERATOR OF A SCHOOL BUS BELIEVES THAT A MOTORIST HAS VIOLATED SECTION 331.38(a), THE OPERATOR SHALL REPORT THE LICENSE PLATE NUMBER AND A GENERAL DESCRIPTION OF THE VEHICLE AND OF THE OPERATOR OF THE VEHICLE TO THE LAW ENFORCEMENT AGENCY EXERCISING JURISDICTION OVER THE AREA WHERE THE ALLEGED VIOLATION OCCURRED. THE INFORMATION CONTAINED IN THE REPORT RELATING TO THE LICENSE PLATE NUMBER AND TO THE GENERAL DESCRIPTION OF THE VEHICLE AND THE OPERATOR OF THE VEHICLE AT THE TIME OF THE ALLEGED VIOLATION MAY BE SUPPLIED BY ANY PERSON WITH FIRST-HAND KNOWLEDGE OF THE INFORMATION. INFORMATION OF WHICH THE OPERATOR OF THE SCHOOL BUS HAS FIRST-HAND KNOWLEDGE ALSO MAY BE CORROBORATED BY ANY OTHER PERSON.

(c) **INVESTIGATION.** UPON RECEIPT OF THE REPORT OF THE ALLEGED VIOLATION OF SECTION 331.38(a), THE LAW ENFORCEMENT AGENCY SHALL CONDUCT AN INVESTIGATION TO ATTEMPT TO DETERMINE OR CONFIRM THE IDENTITY OF THE OPERATOR OF THE VEHICLE AT THE TIME OF THE ALLEGED VIOLATION. IF THE IDENTITY OF THE OPERATOR AT THE TIME OF THE ALLEGED VIOLATION IS ESTABLISHED, THE REPORTING OF THE LICENSE PLATE NUMBER OF THE VEHICLE SHALL ESTABLISH PROBABLE CAUSE FOR THE LAW ENFORCEMENT AGENCY TO ISSUE A CITATION FOR THE

VIOLATION OF SECTION 331.38(a). HOWEVER, IF THE IDENTITY OF THE OPERATOR OF THE VEHICLE AT THE TIME OF THE ALLEGED VIOLATION CANNOT BE ESTABLISHED, THE LAW ENFORCEMENT AGENCY SHALL ISSUE A WARNING TO THE OWNER OF THE VEHICLE AT THE TIME OF THE ALLEGED VIOLATION, EXCEPT IN THE CASE OF A LEASED OR RENTED VEHICLE WHEN THE WARNING SHALL BE ISSUED TO THE LESSEE AT THE TIME OF THE ALLEGED VIOLATION. (ORC 4511.751)

331.39 DRIVING ACROSS GRADE CROSSING.

- (a)
 - (1) Whenever any person driving a vehicle approaches a railroad grade crossing, the person shall stop within fifty feet, but not less than fifteen feet from the nearest rail of the railroad, if any of the following circumstances exist at the crossing:
 - A. A clearly visible electric or mechanical signal device gives warning of the immediate approach of a train **OR OTHER ON-TRACK EQUIPMENT.**
 - B. A crossing gate is lowered.
 - C. A flagperson gives or continues to give a signal of the approach or passage of a train **OR OTHER ON-TRACK EQUIPMENT.**
 - D. There is insufficient space on the other side of the railroad grade crossing to accommodate the vehicle the person is operating without obstructing the passage of other vehicles, pedestrians, or railroad trains, notwithstanding any traffic control signal indication to proceed.
 - E. An approaching train is emitting an audible signal or is plainly visible and is in hazardous proximity to the crossing.
 - F. There is insufficient undercarriage clearance to safely negotiate the crossing.
 - G. **THERE IS INSUFFICIENT SPACE ON THE OTHER SIDE OF THE RAILROAD GRADE CROSSING TO ACCOMMODATE THE VEHICLE THE PERSON IS OPERATING WITHOUT OBSTRUCTING THE PASSAGE OF OTHER ON-TRACK EQUIPMENT.**
 - H. **APPROACHING ON-TRACK EQUIPMENT IS EMITTING AN AUDIBLE SIGNAL OR IS PLAINLY VISIBLE AND IS IN HAZARDOUS PROXIMITY TO THE CROSSING.**
 - (2)
 - A. A person who is driving a vehicle and who approaches a railroad grade crossing shall not proceed as long as any of the circumstances described in ~~[divisions]~~ **SUBSECTIONS (a)(1)A. to F. of this section** exist at the crossing.
 - B. **A PERSON WHO IS DRIVING A VEHICLE AND WHO APPROACHES A RAILROAD GRADE CROSSING SHALL NOT RECKLESSLY PROCEED AS LONG AS ANY OF THE CIRCUMSTANCES DESCRIBED IN SUBSECTIONS (a)(1)G. OR H. OF THIS SECTION EXIST AT THE CROSSING.**
 - (b) No person shall drive any vehicle through, around, or under any crossing gate or barrier at a railroad crossing while the gate or barrier is closed or is being opened or closed unless the person is signaled by a law enforcement officer or flagperson that it is permissible to do so.
 - (c)
 - (1) Whoever violates this section is guilty of a misdemeanor of the fourth degree.
 - (2) **IN LIEU OF A FINE OR JAIL TERM FOR A VIOLATION OF THIS SECTION, A COURT MAY INSTEAD ORDER THE OFFENDER TO ATTEND AND SUCCESSFULLY COMPLETE A REMEDIAL SAFETY TRAINING OR PRESENTATION REGARDING RAIL SAFETY THAT IS OFFERED BY AN AUTHORIZED AND QUALIFIED ORGANIZATION THAT IS SELECTED BY THE COURT. THE OFFENDER SHALL COMPLETE THE PRESENTATION WITHIN A TIME FRAME DETERMINED BY THE COURT, NOT TO EXCEED 180 DAYS AFTER THE COURT ISSUES THE ORDER. THE OFFENDER SHALL NOTIFY THE COURT OF THE SUCCESSFUL COMPLETION OF THE PRESENTATION.**

WHEN THE OFFENDER NOTIFIES THE COURT OF THE SUCCESSFUL COMPLETION OF THE PRESENTATION, THE COURT SHALL WAIVE ANY FINE OR JAIL TERM THAT IT OTHERWISE WOULD HAVE IMPOSED FOR A VIOLATION OF THIS SECTION.
(ORC 4511.62)

331.40 STOPPING AT GRADE CROSSING.

- (a) (1) Except as provided in subsection ~~[(a)(2)]~~ **(b) OF THIS SECTION** [hereof], the operator of any bus, any school vehicle, or any vehicle transporting **A material OR MATERIALS** required to be placarded under 49 C.F.R. Parts 100 [-] **THROUGH** 185, before crossing at grade any track of a railroad, shall stop the vehicle, and, while so stopped, shall listen through an open door or open window and look in both directions along the track for any approaching train **OR OTHER ON-TRACK EQUIPMENT**, and for signals indicating the approach of a train **OR OTHER ON-TRACK EQUIPMENT**, and shall proceed only upon exercising due care after stopping, looking, and listening as required by this section. Upon proceeding, the operator of such a vehicle shall cross only in a gear that will ensure there will be no necessity for changing gears while traversing the crossing and shall not shift gears while crossing the tracks.

[No further changes to this section]

331.401 SLOW-MOVING VEHICLES OR EQUIPMENT CROSSING RAILROAD TRACKS.

- (a) **NO PERSON SHALL OPERATE OR MOVE ANY CRAWLER-TYPE TRACTOR, STEAM SHOVEL, DERRICK, ROLLER, OR ANY EQUIPMENT OR STRUCTURE HAVING A NORMAL OPERATING SPEED OF SIX OR LESS MILES PER HOUR OR A VERTICAL BODY OR LOAD CLEARANCE OF LESS THAN NINE INCHES ABOVE THE LEVEL SURFACE OF A ROADWAY, UPON OR ACROSS ANY TRACKS AT A RAILROAD GRADE CROSSING WITHOUT FIRST COMPLYING WITH SUBSECTIONS (a)(1) AND (a)(2) OF THIS SECTION.**
- (1) **BEFORE MAKING ANY SUCH CROSSING, THE PERSON OPERATING OR MOVING ANY SUCH VEHICLE OR EQUIPMENT SHALL FIRST STOP THE SAME, AND WHILE STOPPED THE PERSON SHALL LISTEN AND LOOK IN BOTH DIRECTIONS ALONG SUCH TRACK FOR ANY APPROACHING TRAIN OR OTHER ON-TRACK EQUIPMENT AND FOR SIGNALS INDICATING THE APPROACH OF A TRAIN OR OTHER ON-TRACK EQUIPMENT, AND SHALL PROCEED ONLY UPON EXERCISING DUE CARE.**
- (2) **NO SUCH CROSSING SHALL BE MADE WHEN WARNING IS GIVEN BY AUTOMATIC SIGNAL OR CROSSING GATES OR A FLAGPERSON OR OTHERWISE OF THE IMMEDIATE APPROACH OF A RAILROAD TRAIN OR CAR OR OTHER ON-TRACK EQUIPMENT.**
- (b) **IF THE NORMAL SUSTAINED SPEED OF THE VEHICLE, EQUIPMENT, OR STRUCTURE IS NOT MORE THAN THREE MILES PER HOUR, THE PERSON OWNING, OPERATING, OR MOVING THE SAME SHALL ALSO GIVE NOTICE OF THE INTENDED CROSSING TO A STATION AGENT OR SUPERINTENDENT OF THE RAILROAD, AND A REASONABLE TIME SHALL BE GIVEN TO THE RAILROAD TO PROVIDE PROPER PROTECTION FOR THE CROSSING. WHERE THE VEHICLES OR EQUIPMENT ARE BEING USED IN CONSTRUCTING OR REPAIRING A SECTION OF HIGHWAY LYING ON BOTH SIDES OF A RAILROAD GRADE CROSSING, AND IN THIS CONSTRUCTION OR REPAIR IT IS NECESSARY TO REPEATEDLY MOVE THE VEHICLES OR EQUIPMENT OVER THE CROSSING, ONE DAILY NOTICE SPECIFYING WHEN THE WORK WILL START AND STATING THE HOURS DURING WHICH IT WILL BE PROSECUTED IS SUFFICIENT.**
- (c) **EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION, WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MINOR MISDEMEANOR. IF, WITHIN ONE YEAR OF THE OFFENSE, THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO ONE PREDICATE MOTOR VEHICLE OR TRAFFIC OFFENSE, WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FOURTH**

DEGREE. IF, WITHIN ONE YEAR OF THE OFFENSE, THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF TWO OR MORE PREDICATE MOTOR VEHICLE OR TRAFFIC OFFENSES, WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE THIRD DEGREE.

(d) IF THE OFFENDER COMMITS THE OFFENSE WHILE DISTRACTED AND THE DISTRACTING ACTIVITY IS A CONTRIBUTING FACTOR TO THE COMMISSION OF THE OFFENSE, THE OFFENDER IS SUBJECT TO THE ADDITIONAL FINE ESTABLISHED UNDER SECTION 303.991.
(ORC 4511.64)

333.01 DRIVING OR PHYSICAL CONTROL WHILE UNDER THE INFLUENCE; EVIDENCE.

[No changes to this section until paragraph (e)]

(e) Evidence; Tests.

- (1) A. In any criminal prosecution or juvenile court proceeding for a violation of (a)(1)A. of this section or for an[~~y~~] equivalent offense, that is vehicle-related, the result of any test of any blood, **ORAL FLUID**, or urine withdrawn and analyzed at any health care provider, as defined in Ohio R.C. 2317.02, may be admitted with expert testimony to be considered with any other relevant and competent evidence in determining the guilt or innocence of the defendant.
- B. In any criminal prosecution or juvenile court proceeding for a violation of subsection (a) or (b) of this section or for an equivalent offense that is vehicle-related, the court may admit evidence on the **PRESENCE AND** concentration of alcohol, drugs of abuse, controlled substances, metabolites of a controlled substance, or a combination of them in the defendant's whole blood, blood serum or plasma, breath, urine, **ORAL FLUID**, or other bodily substance at the time of the alleged violation as shown by chemical analysis of the substance withdrawn within three hours of the time of the alleged violation. The three-hour time limit specified in this [~~subsection~~] **DIVISION** regarding the admission of evidence does not extend or affect the two-hour time limit specified in Ohio R.C. 4511.192(A) as the maximum period of time during which a person may consent to a chemical test or tests as described in that section. The court may admit evidence on the **PRESENCE AND** concentration of alcohol, drugs of abuse, or a combination of them as described in this [~~section~~] **DIVISION** when a person submits to a blood, breath, urine, **ORAL FLUID**, or other bodily substance test at the request of a law enforcement officer under Ohio R.C. 4511.191, or **A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE**, a blood or urine sample is obtained pursuant to a search warrant. Only a physician, a registered nurse, an emergency medical technician-intermediate, an emergency medical technician-paramedic or a qualified technician, chemist, or phlebotomist shall withdraw a blood sample for the purpose of determining the alcohol, drug, controlled substance, metabolite of a controlled substance, or combination content of the whole blood, blood serum, or blood plasma. This limitation does not apply to the taking of breath, **ORAL FLUID**, or urine specimens. A person authorized to withdraw blood under this [~~subsection~~] **DIVISION** may refuse to withdraw blood under this [~~subsection~~] **DIVISION**, if in that person's opinion, the physical welfare of the person would be endangered by the withdrawing of blood. The bodily substance withdrawn under subsection [~~(e)~~] **(d)**(1)B. [~~hereof~~] shall be analyzed in accordance with methods

approved by the Director of Health by an individual possessing a valid permit issued by the Director pursuant to Ohio R.C. 3701.143.

[No further changes until paragraph (e)(4)]

- (4) A. As used in subsections (e)(4)B. and C. of this section, "national highway traffic safety administration" means the National Traffic Highway Safety Administration established as an administration of the United States Department of Transportation under 96 Stat. 2415 (1983), 49 U.S.C.A. 105.
- B. In any criminal prosecution or juvenile court proceeding for a violation of subsection (a) **OR** (b) ~~or (d)~~ of this section, of a municipal ordinance relating to operating a vehicle while under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse, or of a municipal ordinance relating to operating a vehicle with a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the whole blood, blood serum or plasma, breath, **ORAL FLUID**, or urine, if a law enforcement officer has administered a field sobriety test to the operator ~~or person in physical control~~ of the vehicle involved in the violation and if it is shown by clear and convincing evidence that the officer administered the test in substantial compliance with the testing standards for any reliable, credible, and generally accepted field sobriety tests that were in effect at the time the tests were administered, including, but not limited to, any testing standards then in effect that were set by the National Highway Traffic Safety Administration, all of the following apply:

[No further changes until paragraph (h)(7)]

(h)

- (7) A court may order an offender to reimburse a law enforcement agency for any costs incurred by the agency with respect to a chemical test or tests administered to the offender if all of the following apply:
 - A. The offender is convicted of or pleads guilty to a violation of subsection (a) of this section.
 - B. The test or tests were of the offender's whole blood, blood serum or plasma, **ORAL FLUID**, or urine.
 - C. The test or tests indicated that the offender had ~~a prohibited concentration of a controlled substance or a metabolite of a controlled substance in the offender's whole blood, blood serum or plasma, or urine~~ **ONE OF THE FOLLOWING** at the time of the offense~~[-]~~:
- (8) **A COURT MAY WARN ANY PERSON WHO IS CONVICTED OF OR WHO PLEADS GUILTY TO A VIOLATION OF SUBSECTION (a) OF THIS SECTION OR AN EQUIVALENT OFFENSE THAT A SUBSEQUENT VIOLATION OF THIS SECTION OR AN EQUIVALENT OFFENSE THAT RESULTS IN THE DEATH OF ANOTHER OR THE UNLAWFUL TERMINATION OF ANOTHER'S PREGNANCY MAY RESULT IN THE PERSON BEING GUILTY OF AGGRAVATED VEHICULAR HOMICIDE UNDER OHIO R.C. 2903.06. THE COURT MAY WARN THE PERSON OF THE APPLICABLE PENALTIES FOR THAT VIOLATION UNDER OHIO R.C. 2903.06 AND 2929.142.**

- ~~[(8)]~~ (9) As used in subsection (h) of this section, "electronic monitoring", "mandatory prison term" and "mandatory term of local incarceration" have the same meanings as in Ohio R.C. 2929.01.

~~[(Ord. 120-18. Passed 11-26-18.)]~~

[No further changes to this section]

333.03 MAXIMUM SPEED LIMITS; ASSURED CLEAR DISTANCE AHEAD.

[No changes to this section until paragraph (b)(1)B.4.]

(b)

(1)

B.

4. Any preschool education program operated by an educational service center that is located on a street or highway with a speed limit of forty-five miles per hour or more, when the educational service center in writing requests that **EITHER THE DIRECTOR OF TRANSPORTATION OR** the County Engineer, **AS APPLICABLE BASED ON WHO HAS JURISDICTION OF THE STREET OR HIGHWAY, TO** create a school zone at the location of that program. Upon receipt of such a written request, **THE DIRECTOR OF TRANSPORTATION OR** the County Engineer shall create a school zone at that location by erecting the appropriate signs. ~~[(Ord. 16-22. Passed 2-14-22.)]~~

[No further changes to this section]

333.07 STREET RACING, STUNT DRIVING AND STREET TAKEOVERS PROHIBITED.

(a) As used in this section: ~~[-“street racing” means the operation of two or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out-distance each other or the operation of one or more vehicles over a common selected course, from the same point to the same point, wherein timing is made of the participating vehicles involving competitive accelerations or speeds. Persons rendering assistance in any manner to such competitive use of vehicles shall be equally charged as the participants. The operation of two or more vehicles side by side either at speeds in excess of prima-facie lawful speeds established by Section 333.03 or rapidly accelerating from a common starting point to a speed in excess of such prima-facie lawful speeds shall be prima-facie evidence of street racing.]~~

- (1) **BURNOUT. A MANEUVER PERFORMED WHILE OPERATING A VEHICLE WHEREBY THE VEHICLE IS KEPT IN A STATIONARY POSITION, BUT THE WHEELS OF THE VEHICLE ARE SPUN, WHICH MAY CAUSE THE TIRES OF THE VEHICLE TO BECOME HEATED AND EMIT SMOKE FROM THE FRICTION.**
- (2) **DOUGHNUT. A MANEUVER PERFORMED WHILE OPERATING A VEHICLE WHEREBY THE FRONT OR REAR OF THE VEHICLE IS ROTATED AROUND THE OPPOSITE SET OF WHEELS IN A CONTINUOUS MOTION, WHICH MAY CAUSE A CIRCULAR SKID-MARK PATTERN OF RUBBER ON THE DRIVING SURFACE, OR THE TIRES OF THE VEHICLE TO BECOME HEATED AND EMIT SMOKE FROM THE FRICTION, OR BOTH.**
- (3) **DRIFTING. A MANEUVER PERFORMED WHILE OPERATING A VEHICLE WHEREBY THE VEHICLE IS DRIVEN IN A MANNER THAT CAUSES A CONTROLLED, SIDEWAYS SKID DURING A TURN, WITH THE FRONT WHEELS POINTING IN A DIRECTION THAT IS THE OPPOSITE OF THE DIRECTION OF THE TURN.**
- (4) **STREET RACING. THE OPERATION OF TWO OR MORE VEHICLES FROM A POINT SIDE BY SIDE AT ACCELERATING SPEEDS IN A COMPETITIVE ATTEMPT TO OUT-DISTANCE EACH OTHER OR THE OPERATION OF ONE OR MORE VEHICLES OVER A COMMON SELECTED COURSE, FROM THE SAME POINT TO THE SAME POINT, WHEREIN TIMING IS MADE OF THE PARTICIPATING VEHICLES INVOLVING COMPETITIVE ACCELERATIONS OR SPEEDS. THE OPERATION OF TWO OR MORE VEHICLES SIDE BY SIDE EITHER AT SPEEDS IN EXCESS OF PRIMA-FACIE LAWFUL SPEEDS ESTABLISHED BY OHIO R.C. 4511.21(B)(1)(a) TO (B)(9) OR RAPIDLY**

ACCELERATING FROM A COMMON STARTING POINT TO A SPEED IN EXCESS OF SUCH PRIMA-FACIE LAWFUL SPEEDS SHALL BE PRIMA-FACIE EVIDENCE OF STREET RACING.

- (5) STREET TAKEOVER. BLOCKING OR IMPEDING THE REGULAR FLOW OF VEHICLE OR PEDESTRIAN TRAFFIC ON A PUBLIC ROAD, STREET, OR HIGHWAY OR ON PRIVATE PROPERTY THAT IS OPEN TO THE GENERAL PUBLIC FOR THE PURPOSE OF STREET RACING OR STUNT DRIVING.
- (6) STUNT DRIVING. PERFORMING OR ENGAGING IN BURNOUTS, DOUGHNUTS, DRIFTING, OR WHEELIES, OR ALLOWING A PASSENGER TO RIDE EITHER PARTIALLY OR FULLY OUTSIDE OF THE VEHICLE WHILE OPERATING THAT VEHICLE.
- (7) WHEELIE. A MANEUVER PERFORMED WHILE OPERATING A VEHICLE WHEREBY THE FRONT WHEEL OR WHEELS OF THE VEHICLE ARE RAISED OFF OF THE GROUND OR WHEREBY TWO WHEELS THAT ARE ON THE SAME SIDE OF THE VEHICLE ARE RAISED OFF OF THE GROUND.

(b) No person shall **KNOWINGLY** participate in street racing, **STUNT DRIVING, OR STREET TAKEOVER** upon any public road, street or highway, **OR ON PRIVATE PROPERTY THAT IS OPEN TO THE GENERAL PUBLIC** [~~in this Municipality~~].

(c) Whoever violates this section is guilty of street racing, **STUNT DRIVING, OR STREET TAKEOVER**, a misdemeanor of the first degree. In addition to any other sanctions, the court shall suspend the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license or nonresident operating privilege for not less than thirty days or more than three years. No judge shall suspend the first thirty days of any suspension of an offender's license, permit, or privilege imposed under this [~~subsection~~] **DIVISION**.

[~~{Ord. 87-05. Passed 5-9-05.}~~]

(d) **PERSONS RENDERING ASSISTANCE IN ANY MANNER TO STREET RACING, STUNT DRIVING, OR STREET TAKEOVER SHALL BE EQUALLY CHARGED AS THE PARTICIPANTS.**

(e) **THIS SECTION DOES NOT APPLY TO THE COMPETITIVE OPERATION OF VEHICLES ON PUBLIC OR PRIVATE PROPERTY WHEN THE POLITICAL SUBDIVISION WITH JURISDICTION OF THE LOCATION OR OWNER OF THE PROPERTY KNOWINGLY PERMITS SUCH OPERATION THEREON. (ORC 4511.251)**

333.11 ELECTRONIC WIRELESS COMMUNICATION DEVICE USE PROHIBITED WHILE DRIVING.

[*No changes to this section until paragraph (b)(3)*]

(b)

- (3) A person using an electronic wireless communications device when the person's motor vehicle is in a stationary position and is outside a lane of travel, at a **HIGHWAY** traffic [~~control~~] signal that is currently directing traffic to stop, or parked on a road or highway due to an emergency or road closure;

[*No further changes to this section*]

335.04 CERTAIN ACTS PROHIBITED.

[*No changes to this section until paragraph (a)(5)*]

(a)

- (5) In any application for an identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit, or any renewal, reprint, or duplicate thereof, knowingly conceal a material fact, or present any [~~physician's~~] statement required under Ohio R.C. 4507.08 or 4507.081 when knowing the same to be false or fictitious.

[~~{Ord. 16-22. Passed 2-14-22.}~~]

[No further changes to this section]

335.072 DRIVING UNDER FINANCIAL RESPONSIBILITY LAW SUSPENSION OR CANCELLATION; DRIVING UNDER A NONPAYMENT OF JUDGMENT SUSPENSION.

(a) No person, whose driver's or commercial driver's license or temporary instruction permit or nonresident's operating privilege has been suspended or canceled pursuant to Ohio R.C. Chapter 4509, shall operate any motor vehicle within this [M] municipality, or knowingly permit any motor vehicle owned by the person to be operated by another person in the [M] municipality, during the period of the suspension or cancellation, except as specifically authorized by Ohio R.C. Chapter 4509. ~~[No person shall operate a motor vehicle within this Municipality, or knowingly permit any motor vehicle owned by the person to be operated by another person in the Municipality, during the period in which the person is required by Ohio R.C. 4509.45 to file and maintain proof of financial responsibility for a violation of Ohio R.C. 4509.101, unless proof of financial responsibility is maintained with respect to that vehicle.~~

~~(Ord. 157-08. Passed 12-8-08.)~~

[No further changes until paragraph (d)]

(d) Whoever violates subsection (a) of this section is guilty of driving under financial responsibility law suspension or cancellation and shall be punished as provided in subsection (d)(1) **TO (d)(3)** hereof. Whoever violates subsection (b) of this section is guilty of driving under a nonpayment of judgment suspension and shall be punished as provided in subsection (d)(1) **TO (d)(3)** hereof.

[No further changes to this section]

335.074 DRIVING UNDER LICENSE FORFEITURE OR CHILD SUPPORT SUSPENSION.

(a) No person shall operate any motor vehicle upon a highway or any public or private property used by the public for purposes of vehicular travel or parking in this Municipality whose driver's or commercial driver's license has been suspended pursuant to Ohio R.C. 2151.354, ~~[2151.87,]~~ 2935.27, 3123.58, 4301.99, 4510.032, 4510.22 or 4510.33.

[No further changes to this section]

335.09 DISPLAY OF LICENSE PLATES OR VALIDATION STICKERS; REGISTRATION.

- (a) (1) **SUBJECT TO OHIO R.C. 4503.211, [N]** no person who is the owner or operator of a motor vehicle shall fail to display in plain view on the rear of the motor vehicle a license plate that displays the distinctive number and registration mark assigned to the motor vehicle by the Ohio Director of Public Safety, including any county identification sticker and any validation sticker when required by and issued under Ohio R.C. 4503.19 and 4503.191. However a commercial tractor shall display the license plate on the front of the commercial tractor.
- (2) The license plate shall be securely fastened so as not to swing, and shall not be covered by any material that obstructs its visibility.
- (3) **SUBJE4CT TO OHIO R.C. 4503.211, [N]** no person to whom a temporary motor vehicle license registration has been issued for the use of a motor vehicle under Ohio R.C. 4503.182, and no operator of that motor vehicle, shall fail to display the temporary motor vehicle license registration in plain view from the rear of the vehicle either in the rear window or on an external rear surface of the motor vehicle.
- (4) No person shall cover a temporary motor vehicle license registration by any material that obstructs its visibility.

(ORC 4503.21(A))

[No further changes to this section]

337.24 MOTOR VEHICLE STOP LIGHTS.

- (a) (1) Every motor vehicle, trailer, semitrailer, and pole trailer when operated upon a street or highway shall be equipped with two or more stop lights, except that passenger cars manufactured or assembled prior to January 1, 1967, motorcycles, and motor-driven cycles shall be equipped with at least one stop light. Stop lights shall be mounted on the rear of the vehicle, actuated upon application of the service brake, and may be incorporated with other rear lights. Such stop lights when actuated shall emit a red light visible from a distance of five hundred feet to the rear, provided that in the case of a train of vehicles only the stop lights on the rear-most vehicle need be visible from the distance specified.
- (2) Such stop lights when actuated shall give a steady warning light to the rear of a vehicle or train of vehicles to indicate the intention of the operator to diminish the speed of or stop a vehicle or train of vehicles.
- (3) When stop lights are used as required by this section, they shall be constructed or installed so as to provide adequate and reliable illumination and shall conform to the appropriate rules and regulations established under Ohio R.C. 4513.19.
- (4) A ~~[H]~~ historical motor vehicles as defined in Ohio R.C. 4503.181, not originally manufactured with stop lights, are not subject to this section.
(ORC 4513.071)

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

~~[(Ord. 145-09. Passed 12-14-09.)]~~ (ORC 4513.071)

337.26 CHILD RESTRAINT SYSTEM USAGE.

[No changes to this section until paragraph (h)]

(h) This section does not apply when an emergency exists that threatens the life of any person operating or occupying a motor vehicle that is being used to transport a child who otherwise would be required to be restrained under this section. This section does not apply to a person operating a motor vehicle who has an affidavit signed by a physician licensed to practice in this State under Ohio R.C. Chapter 4731 **A CLINICAL NURSE SPECIALIST OR CERTIFIED NURSE PRACTITIONER LICENSED TO PRACTICE IN THIS STATE UNDER OHIO R.C. CHAPTER 4723**, or a chiropractor licensed to practice in this State under Ohio R.C. Chapter 4734 that states that the child who otherwise would be required to be restrained under this section has a physical impairment that makes use of a child restraint system, booster seat or an occupant restraining device impossible or impractical, provided that the person operating the vehicle has safely and appropriately restrained the child in accordance with any recommendations of the physician, **NURSE**, or chiropractor as noted on the affidavit.

[Nno further changes to this section]

341.01 DEFINITIONS.

[No changes until paragraph (b)]

(b) "Commercial driver's license" **MEANS A LICENSE ISSUED IN ACCORDANCE WITH OHIO R.C. CHAPTER 4506 THAT AUTHORIZES AN INDIVIDUAL TO DRIVE A COMMERCIAL MOTOR VEHICLE.**

~~[(1) — A license issued in accordance with Ohio R.C. Chapter 4506 that authorizes an individual to drive a commercial motor vehicle. Except as otherwise specifically provided, "commercial driver's license" includes an "enhanced commercial driver's license."~~

~~[(2) — "Enhanced commercial driver's license" means a commercial driver's license issued in accordance with Ohio R.C. 4507.021 and 4506.072 that denotes citizenship and identity and is approved by the United States Secretary of Homeland Security or other designated federal agency for purposes of entering the United States. (Ord. 91-24. Passed 8-12-24.)]~~

[No further changes to this section]

351.03 PROHIBITED STANDING OR PARKING PLACES.

(a) No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this Traffic Code, or while obeying the directions of a police officer or a traffic control device, in any of the following places:

- (1) On a sidewalk, curb or street lawn area, except as provided in subsection (b) hereof;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within ten feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within twenty feet of a crosswalk at an intersection;
- (7) Within thirty feet of, and upon the approach to, any **YIELD SIGN**, [flashing beacon,] stop sign or **HIGHWAY** traffic [control device] **SIGNAL**;

[No further changes to this section]

CHAPTER 371

CROSS REFERENCES

See sectional histories for similar State law

Pedestrian defined - see TRAF. ~~[301.22]~~ **301.54**

Pedestrians prohibited on freeways - see TRAF. 303.06

Obedience to traffic control devices - see TRAF. 313.01, 313.03

Pedestrian control signals - see TRAF. 313.05

371.01 RIGHT OF WAY IN CROSSWALK.

(a) When **HIGHWAY** traffic [control] signals are not in place, not in operation or are not clearly assigning the right of way, the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield or if required by Section 313.09, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling, or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

[No further changes until paragraph (f)]

(f) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code.

(ORC 4511.46 [~~; Ord. 120-18. Passed 11-26-18.~~])

371.03 CROSSING ROADWAY OUTSIDE CROSSWALK; DIAGONAL CROSSINGS AT INTERSECTIONS.

[No changes to this section until paragraph (c)]

(c) Between adjacent intersections at which **HIGHWAY** traffic [control] signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.

[No further changes to this section]

371.11 PERSONS OPERATING MOTORIZED WHEELCHAIRS.

(EDITOR'S NOTE: FORMER OHIO R.C. 4511.491, FROM WHICH SECTION 371.11 WAS DERIVED WAS REPEALED BY AMENDED SUBSTITUTE HOUSE BILL NO. 54, EFFECTIVE JUNE 30, 2025.)

~~[(a) — Every person operating a motorized wheelchair shall have all of the rights and duties applicable to a pedestrian that are contained in this Traffic Code, except those provisions which by their nature can have no application.~~

~~(ORC 4511.491)~~

(b) ~~Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.~~
(ORC 4511.99)]

371.12 ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES.

- (a) (1) Electric personal assistive mobility devices, **AS DEFINED IN OHIO R.C. 4501.01**, may be operated on the public streets, highways, sidewalks, and paths and portions of roadways set aside for the exclusive use of bicycles in accordance with this section.

[No further changes to this section]

CHAPTER 373

CROSS REFERENCES

See sectional histories for similar State law

MOTORCYCLE PROTECTIVE EQUIPMENT – SEE OAC CH. 4501-17

MOTORIZED BICYCLE EQUIPMENT – SEE OAC CH. 4501-23

Bicycle defined - see TRAF. [301.04] **301.07**

Motorcycle defined - see TRAF. [301.19] **301.47**

Bicycles prohibited on freeways - see TRAF. 303.06

Motorcycle operator's license required - see TRAF. 335.01(a)

Motorcycle headlight - see TRAF. 337.03

Motorcycle brakes - see TRAF. 337.18(a)(2) [(b)]

~~[Motorcycle protective equipment – see OAC Ch. 4501-17]~~

~~[Motorized bicycle equipment – see OAC Ch. 4501-23]~~

CHAPTER 375

CROSS REFERENCES

See sectional histories for similar State law

Lights, brakes and muffler - see OAC Ch. 4501.29

Power of trial court of record to impound registration certificate for certain violations - see Ohio R.C. 4519.47

Power to regulate; municipal licensing prohibited - see Ohio R.C. 4519.48

Street or highway defined - see TRAF. [301.42] **301.84**

Required usage of helmets and safety glasses - see TRAF. 373.02(f)

375.01 DEFINITIONS.

As used in this chapter:

(a) "Snowmobile" means any self-propelled vehicle designed primarily for use on snow or ice, and steered by skis, runners or caterpillar treads.
(ORC 4519.01(A))

(b) "All purpose vehicle" means any self-propelled vehicle designed primarily for cross-country travel on land and water, or on more than one type of terrain, and steered by wheels or caterpillar treads, or any combination thereof, including vehicles that operate on a cushion of air, vehicles commonly known as all-terrain vehicles, all season vehicles, mini-bikes and trail bikes. "All-purpose vehicle" does not include a utility vehicle as defined in Ohio R.C. 4501.01 or any vehicle principally used in playing golf, any motor vehicle or aircraft required to be registered under Ohio R.C. Chapter 4503 or Chapter 4561, and

any vehicle excepted from definition as a motor vehicle by Section ~~[301.20]~~ **301.46** of this Traffic Code.
(ORC 4519.01(B))

[No further changes to this section]

513.01 DEFINITIONS.

[No changes to this section until paragraph (uu)]

(uu) “Professionally licensed person.” Any of the following:

- (1) A person who has received a certificate or temporary certificate as a certified public accountant or who has registered as a public accountant under Ohio R.C. Chapter 4701 and who holds an Ohio permit issued under that chapter;
- (2) A person who holds a certificate of qualification to practice architecture issued or renewed and registered under Ohio R.C. Chapter 4703;
- (3) A person who is registered as a landscape architect under Ohio R.C. Chapter 4703 or who holds a permit as a landscape architect issued under that chapter;
- (4) A person licensed under Ohio R.C. Chapter 4707;
- (5) A person who has been issued a **BARBER’S LICENSE, BARBER INSTRUCTOR’S LICENSE, ASSISTANT BARBER INSTRUCTOR’S LICENSE, OR INDEPENDENT CONTRACTOR’S LICENSE** ~~[certificate of registration as a registered barber]~~ under Ohio R.C. Chapter 4709;
- (6) A person licensed and regulated to engage in the business of a debt pooling company by a legislative authority, under authority of Ohio R.C. Chapter 4710;
- (7) A person who has been issued a cosmetologist’s license, hair designer’s license, manicurist’s license, esthetician’s license, natural hair stylist’s license, advanced ~~[cosmetologist’s]~~ license **TO PRACTICE COSMETOLOGY**, advanced ~~[hair designer’s]~~ license **TO PRACTICE HAIR DESIGN**, advanced ~~[manicurist’s]~~ license **TO PRACTICE MANICURING**, advanced ~~[esthetician’s]~~ license **TO PRACTICE ESTHETICS**, advanced ~~[natural hair stylist’s]~~ license **TO PRACTICE NATURAL HAIR STYLING**, cosmetology instructor’s license, hair design instructor’s license, manicurist instructor’s license, esthetics instructor’s license, natural hair style instructor’s license, independent contractor’s license, or tanning facility permit under Ohio R.C. Chapter 4713;

[No further changes until paragraph (uu)(38)]

(38) A PERSON WHO HAS BEEN ISSUED A LICENSE TO PRACTICE AS A CERTIFIED MENTAL HEALTH ASSISTANT UNDER OHIO R.C. CHAPTER 4772.

[No further changes to this section]

513.02 GIFT OF MARIHUANA.

(EDITOR’S NOTE: Former Ohio R.C. 2925.03 from which Section 513.02 was derived was superseded by the changes made to Ohio R.C. 3780.36 enacted by Initiative Petition. See “Section 513.16 Adult Use Cannabis Control; Limitations on Conduct by Individuals” for relevant provisions.)

~~[(a) — No person shall knowingly give or offer to make a gift of twenty grams or less of marihuana.~~

~~[(b) — Whoever violates this section is guilty of trafficking in marihuana, a misdemeanor of the fourth degree for the first offense and a misdemeanor of the first degree for any subsequent offense. (Ord. 150-89. Passed 9-25-90.)]~~

~~[(c) — The court may by order suspend for not more than five years the driver’s or commercial driver’s license or permit of any person who is convicted of or pleads guilty to any violation of this section. However, if the offender pleaded guilty to or was convicted of a violation of Ohio R.C. 4511.19 or a substantially similar municipal ordinance or the law of another state or the United States arising out of the same set of circumstances as the violation, the court shall suspend the offender’s driver’s or~~

~~commercial driver's license or permit in accordance with Ohio R.C. 2925.03(G). If an offender's driver's or commercial driver's license or permit is suspended pursuant to this subsection, the offender, at any time after the expiration of two years from the day on which the offender's sentence was imposed, may file a motion with the sentencing court requesting termination of the suspension; upon the filing of such a motion and the court's finding of good cause for the termination, the court may terminate the suspension. (ORC 2925.03); Ord. 101-16. Passed 12-5-16.}]~~

513.03 DRUG ABUSE; CONTROLLED SUBSTANCE POSSESSION OR USE.

(a) No person shall knowingly obtain, possess or use a controlled substance or a controlled substance analog.

~~[(Ord. 1-14. Passed 1-13-14.)]~~

(b) (1) This section does not apply to the following:

A. Manufacturers, licensed health professionals authorized to prescribe drugs, pharmacists, owners of pharmacies and other persons whose conduct was in accordance with Ohio R.C. Chapters 3719, 4715, **4723**, 4729, 4730, 4731, [and] 4741 **AND 4772**;

[No further changes to this section]

513.04 POSSESSING DRUG ABUSE INSTRUMENTS.

[No changes to this section until paragraph (b)]

(b) (1) This section does not apply to manufacturers, licensed health professionals authorized to prescribe drugs, pharmacists, owners of pharmacies and other persons whose conduct was in accordance with Ohio R.C. Chapters 3719, 4715, **4723**, 4729, 4730, 4731, [and] 4741 **AND 4722**;

(2) Division (B)(2) of Ohio R.C. 2925.11 applies with respect to a violation of this section when a person seeks or obtains medical assistance for another person who is experiencing a drug overdose, a person experiences a drug overdose and seeks medical assistance for that overdose, or a person is the subject of another person seeking or obtaining medical assistance for that overdose.

[No further changes until paragraph (d)]

(d) (1) **IF THE OFFENDER IS A PROFESSIONALLY LICENSED PERSON, IN ADDITION TO ANY OTHER SANCTION IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT IMMEDIATELY SHALL COMPLY WITH OHIO R.C. 2925.38.**

(2) **IF THE** [In addition to any other sanction imposed upon an] offender **HAS A** [for a violation of this section, the court may suspend for not more than five years the offender's] driver's or commercial driver's license or permit[. However, if the offender pleaded guilty to or was convicted of a violation of] Ohio R.C. **2929.33 APPLIES.** [4511.19 or a substantially similar municipal ordinance or the law of another state or the United States arising out of the same set of circumstances as the violation, the court shall suspend the offender's driver's or commercial driver's license or permit for not more than five years.]

(ORC 2925.12 [; Ord. 101-16. Passed 12-5-16; Ord. 91-24. Passed 8-12-24.])

513.05 PERMITTING DRUG ABUSE.

[No changes to this section until paragraph (d)]

(d) (1) **IF THE OFFENDER IS A PROFESSIONALLY LICENSED PERSON, IN ADDITION TO ANY OTHER SANCTION IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT IMMEDIATELY SHALL COMPLY WITH OHIO R.C. 2925.38.**

(2) **IF THE OFFENDER HAS A DRIVER'S LICENSE OR COMMERCIAL DRIVER'S LICENSE OR PERMIT, OHIO R.C. 2929.33 APPLIES.**

- (3) A. **ANY OFFENDER WHO RECEIVED A MANDATORY SUSPENSION OF THE OFFENDER'S DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR PERMIT UNDER THIS SECTION PRIOR TO SEPTEMBER 13, 2016, MAY FILE A MOTION WITH THE SENTENCING COURT REQUIRING THE TERMINATION OF THE SUSPENSION.** ~~[In addition to any other sanction imposed for an offense under this section, the court that sentences a person who is convicted of or pleads guilty to a violation of this section may suspend for not more than five years the offender's driver's or commercial driver's license or permit.]~~ However ~~[, if the]~~ **AN** offender **WHO** pleaded guilty to or was convicted of a violation of Ohio R.C. 4511.19 or a substantially similar municipal ordinance or ~~[the]~~ law of another state or the United States ~~[arising]~~ **THAT AROSE** out of the same set of circumstances as the violation **FOR WHICH THE** ~~[, the court shall suspend the] offender's [driver's or commercial driver's] license or permit [for not more than five years]~~ **WAS SUSPENDED UNDER THIS SECTION SHALL NOT FILE SUCH A MOTION.**
- B. **UPON THE FILING OF A MOTION UNDER SUBSECTION (d)(3) OF THIS SECTION, THE SENTENCING COURT, IN THIS DISCRETION, MAY TERMINATE THE SUSPENSION.**
~~[(Ord. 101-16. Passed 12-5-16.)]~~

[No further changes to this section]

513.07 POSSESSING OR USING HARMFUL INTOXICANTS.

[No changes to this section until paragraph (c)]

- (c) (1) **IF THE OFFENDER IS A PROFESSIONALLY LICENSED PERSON, IN ADDITION TO ANY OTHER SANCTION IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT IMMEDIATELY SHALL COMPLY WITH OHIO R.C. 2925.38.**
- (2) **IF THE** ~~[In addition to any other sanction imposed upon an]~~ offender **HAS A** ~~[for a violation of this section, the court may suspend for not more than five years the offender's] driver's or commercial driver's license or permit [.~~ However, if the offender pleaded guilty to or was convicted of a violation of] Ohio R.C. ~~[4511.19]~~ **2929.33 APPLIES.** ~~[or a substantially similar municipal ordinance or the law of another state or the United States arising out of the same set of circumstances as the violation, the court shall suspend the offender's driver's or commercial driver's license or permit for not more than five years.]~~
~~(ORC 2925.31 [; Ord. 101-16. Passed 12-5-16.])~~

513.08 ILLEGALLY DISPENSING DRUG SAMPLES.

[No changes to this section until paragraph (b)]

(b) Subsection (a) hereof does not apply to manufacturers, wholesalers, pharmacists, owners of pharmacies, licensed health professionals authorized to prescribe drugs, and other persons whose conduct is in accordance with Ohio R.C. Chapters 3719, 4715, **4723, 4725, 4729, 4730, 4731, [and] 4741 AND 4722.**

[No further changes to this section until paragraph (d)]

- (d) (1) **IF THE OFFENDER IS A PROFESSIONALLY LICENSED PERSON, IN ADDITION TO ANY OTHER SANCTION IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT IMMEDIATELY SHALL COMPLY WITH OHIO R.C. 2925.38.**
- (2) **IF THE** ~~[In addition to any other sanction imposed for an offense under this section, the court that sentences an]~~ offender **HAS A** ~~[who is convicted of or pleads guilty to a violation of this section may suspend for not more than five~~

~~years the offender's] driver's or commercial driver's license or permit [.~~However, if the offender pleaded guilty to or was convicted of a violation of] Ohio R.C. [4511.19] **2929.33 APPLIES.** ~~[or a substantially similar municipal ordinance or the law of another state or the United States arising out of the same set of circumstances as the violation, the court shall suspend the offender's driver's or commercial driver's license or permit for not more than five years.]~~
(ORC 2925.36 [; Ord. 101-16. Passed 12-5-16.])

513.12 DRUG PARAPHERNALIA.

[No changes to this section until paragraph (d)]

- (d) (1) This section does not apply to manufacturers, licensed health professionals authorized to prescribe drugs, pharmacists, owners of pharmacies and other persons whose conduct is in accordance with Ohio R.C. Chapters 3719, 4715, **4723**, 4729, 4730, 4731, ~~and~~ 4741 **AND 4772**. This section shall not be construed to prohibit the possession or use of a hypodermic as authorized by Section 513.10.

[No further changes until paragraph (g)]

- (g) (1) **IF THE OFFENDER IS A PROFESSIONALLY LICENSED PERSON, IN ADDITION TO ANY OTHER SANCTION IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT IMMEDIATELY SHALL COMPLY WITH OHIO R.C. 2925.38.**
- (2) **IF THE** ~~[In addition to any other sanction imposed upon an]~~ offender **HAS A** ~~[for a violation of this section, the court may suspend for not more than five years the offender's] driver's or commercial driver's license or permit [.~~However, if the offender pleaded guilty to or was convicted of a violation of] Ohio R.C. [4511.19] **2929.33 APPLIES.** ~~[or a substantially similar municipal ordinance or the law of another state or the United States arising out of the same set of circumstances as the violation, the court shall suspend the offender's driver's or commercial driver's license or permit for not more than five years. If the offender is a professionally licensed person, in addition to any other sanction imposed for a violation of this section, the court immediately shall comply with Ohio R.C. 2925.38.]~~ (ORC 2925.14 [; Ord. 101-16. Passed 12-5-16.])

513.17 ADULT USE CANNABIS CONTROL; LIMITATIONS ON CONDUCT BY INDIVIDUALS.

(a) **EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3780 AND NOTWITHSTANDING ANY CONFLICTING PROVISION OF THIS CODE OR THE OHIO REVISED CODE, AN ADULT USE CONSUMER, MAY DO THE FOLLOWING:**

- (1) **USE ADULT USE CANNABIS;**
 - (2) **POSSESS, TRANSFER WITHOUT REMUNERATION TO ANOTHER ADULT CONSUMER, OR TRANSPORT ADULT USE CANNABIS, SUBJECT TO SUBSECTION (b) OF THIS SECTION; AND**
 - (3) **PURCHASE ADULT USE CANNABIS FROM AN ADULT USE DISPENSARY PER DAY IN AMOUNTS THAT DO NOT EXCEED THE POSSESSION LIMITS SET FORTH IN SUBSECTION (b)(1) OF THIS SECTION.**
- (b) **EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3796:**
- (1) **THE AMOUNT OF CANNABIS THAT MAY BE POSSESSED BY AN ADULT USE CONSUMER SHALL NOT EXCEED:**
 - A. **TWO AND ONE-HALF OUNCES OF ADULT USE CANNABIS IN ANY FORM EXCEPT ADULT USE EXTRACT; AND**
 - B. **FIFTEEN GRAMS OF ADULT USE CANNABIS IN THE FORM OF ADULT USE EXTRACT.**

- (2) THE AMOUNT OF CANNABIS THAT MAY BE TRANSFERRED BY AN ADULT USE CONSUMER WITHOUT REMUNERATION AND NOT ADVERTISED OR PROMOTED TO THE PUBLIC SHALL NOT EXCEED:
 - A. TWO AND ONE-HALF OUNCES OF ADULT USE CANNABIS IN ANY FORM EXCEPT ADULT USE EXTRACT; AND
 - B. FIFTEEN GRAMS OF ADULT USE CANNABIS IN THE FORM OF ADULT USE EXTRACT.
- (3) THE AMOUNT OF CANNABIS THAT MAY BE TRANSPORTED BY AN ADULT USE CONSUMER SHALL NOT EXCEED:
 - A. TWO AND ONE-HALF OUNCES OF ADULT USE CANNABIS IN ANY FORM EXCEPT ADULT USE EXTRACT; AND
 - B. FIFTEEN GRAMS OF ADULT USE CANNABIS IN THE FORM OF ADULT USE EXTRACT.

(c) EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3780, AN ADULT USE CONSUMER SHALL NOT BE SUBJECT TO ARREST, CRIMINAL PROSECUTION, OR CIVIL PENALTY FOR ENGAGING IN ANY OF THE ACTIVITIES AUTHORIZED UNDER OHIO R.C. CHAPTER 3780, INCLUDING:

- (1) OBTAINING, USING, POSSESSING, OR TRANSPORTING ADULT USE CANNABIS;
- (2) PERFORMING CONDUCT AUTHORIZED UNDER OHIO R.C. 3780.29;
- (3) ACQUIRING, POSSESSING, USING, PURCHASING, MANUFACTURING, SELLING, OR TRANSPORTING PARAPHERNALIA; AND
- (4) ASSISTING ANOTHER ADULT USE CONSUMER, OR ALLOWING PROPERTY TO BE USED, IN ANY OF THE ACTS AUTHORIZED BY OHIO R.C. CHAPTER 3780.

- (d) (1) AN INDIVIDUAL IS PROHIBITED FROM OPERATING A VEHICLE, MOTOR VEHICLE, STREETCAR, TRACKLESS TROLLEY, BIKE, WATERCRAFT, OR AIRCRAFT WHILE USING ADULT USE CANNABIS OR WHILE UNDER THE INFLUENCE OF ADULT USE CANNABIS AND IS SUBJECT TO OHIO R.C. 4511.19 OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE FOR ANY VIOLATION OF THIS DIVISION.
- (2) AN INDIVIDUAL IS PROHIBITED FROM SMOKING, VAPORIZING, OR USING ANY OTHER COMBUSTIBLE ADULT USE CANNABIS PRODUCT WHILE IN A VEHICLE, MOTOR VEHICLE, STREETCAR, TRACKLESS TROLLEY, BIKE, WATERCRAFT, OR AIRCRAFT AND IS SUBJECT TO OHIO R.C. 4511.19 OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE FOR ANY VIOLATION OF THIS SECTION.

(e) EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3780, NO INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE SHALL KNOWINGLY SHOW OR GIVE FALSE INFORMATION CONCERNING THE INDIVIDUAL'S NAME, AGE, OR OTHER IDENTIFICATION FOR THE PURPOSE OF PURCHASING ADULT USE CANNABIS FROM AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780.

(f) NOTHING IN OHIO R.C. CHAPTER 3780 IS INTENDED TO PERMIT THE TRANSFER OR SALE OF ADULT USE CANNABIS, WITH OR WITHOUT REMUNERATION, TO AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE, OR TO ALLOW AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE TO PURCHASE, POSSESS, USE, PROCESS, TRANSPORT, OR CULTIVATE CANNABIS EXCEPT WHERE AUTHORIZED BY OHIO R.C. CHAPTER 3796.

(g) IT IS UNLAWFUL FOR ANY PARENT OR GUARDIAN TO KNOWINGLY PERMIT THEIR RESIDENCE, ANY OTHER PRIVATE PROPERTY UNDER THEIR CONTROL, OR ANY VEHICLE, CONVEYANCE, OR WATERCRAFT UNDER THEIR CONTROL TO BE USED BY AN INVITEE OF THE PARENT'S CHILD OR THE GUARDIAN'S WARD, IF THE INVITEE IS UNDER TWENTY-ONE YEARS OF AGE, IN A MANNER THAT CONSTITUTES A VIOLATION OF OHIO R.C. CHAPTER 3780.

- (1) A PARENT OR GUARDIAN IS DEEMED TO HAVE KNOWINGLY PERMITTED THEIR RESIDENCE, ANY OTHER PRIVATE PROPERTY UNDER THEIR CONTROL, OR ANY VEHICLE, CONVEYANCE, OR WATERCRAFT UNDER THEIR CONTROL TO BE USED

IN VIOLATION OF OHIO R.C. CHAPTER 3780 IF THEY KNOWINGLY AUTHORIZE OR PERMIT CONSUMPTION OF CANNABIS BY UNDERAGE INVITEES.

- (2) WHERE THE RESIDENCE OR OTHER PROPERTY HAS AN OWNER AND A TENANT OR LESSEE, THE TRIER OF FACT MAY INFER THAT THE RESIDENCE OR OTHER PROPERTY IS OCCUPIED ONLY BY THE TENANT OR LESSEE.

(ORC 3780.36)

(h) PENALTIES.

- (1) EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3796, OHIO R.C. 2925.11 OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE SHALL APPLY WHEN AN ADULT USE CONSUMER POSSESSES AN AMOUNT OF CANNABIS GREATER THAN THE LIMITS SET FORTH IN SUBSECTION (b)(1) OF THIS SECTION.

- (2) EXCEPT AS OTHERWISE PROVIDED IN OHIO R.C. CHAPTER 3780, AN ADULT USE CONSUMER WHO USES ADULT USE CANNABIS IN PUBLIC AREAS, OR WHO VIOLATES SUBSECTION (d)(2) OF THIS SECTION AS A PASSENGER, IS GUILTY OF A MINOR MISDEMEANOR.

- (3) A. AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE WHO KNOWINGLY SHOWS OR GIVES FALSE INFORMATION CONCERNING THE INDIVIDUAL'S NAME, AGE, OR OTHER IDENTIFICATION FOR THE PURPOSE OF PURCHASING OR OTHERWISE OBTAINING ADULT USE CANNABIS FROM AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. IF, IN COMMITTING A FIRST VIOLATION, THE OFFENDER PRESENTED TO AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 A FALSE, FICTITIOUS, OR ALTERED IDENTIFICATION CARD, A FALSE OR FICTITIOUS DRIVER'S LICENSE PURPORTEDLY ISSUED BY ANY STATE, OR A DRIVER'S LICENSE ISSUED BY ANY STATE THAT HAS BEEN ALTERED, THE OFFENDER IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND SHALL BE FINED NOT LESS THAN TWO HUNDRED FIFTY DOLLARS (\$250.00) AND NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000), AND MAY BE SENTENCED TO A TERM OF IMPRISONMENT OF NOT MORE THAN SIX MONTHS.

- B. ON A SECOND VIOLATION IN WHICH, FOR THE SECOND TIME, THE OFFENDER PRESENTED TO AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 A FALSE, FICTITIOUS, OR ALTERED IDENTIFICATION CARD, A FALSE OR FICTITIOUS DRIVER'S LICENSE PURPORTEDLY ISSUED BY ANY STATE, OR A DRIVER'S LICENSE ISSUED BY ANY STATE THAT HAS BEEN ALTERED, THE OFFENDER IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND SHALL BE FINED NOT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) NOR MORE THAN ONE THOUSAND DOLLARS (\$1,000), AND MAY BE SENTENCED TO A TERM OF IMPRISONMENT OF NOT MORE THAN SIX MONTHS. THE COURT ALSO MAY IMPOSE A CLASS SEVEN SUSPENSION OF THE OFFENDER'S DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR PERMIT OR NONRESIDENT OPERATING PRIVILEGE FROM THE RANGE SPECIFIED IN OHIO R.C. 4510.02(A)(7). THE COURT, IN LIEU OF SUSPENDING THE OFFENDER'S TEMPORARY INSTRUCTION PERMIT, PROBATIONARY DRIVER'S LICENSE, OR DRIVER'S LICENSE, INSTEAD MAY ORDER THE OFFENDER TO PERFORM A DETERMINATE NUMBER OF HOURS OF COMMUNITY SERVICE, WITH THE COURT DETERMINING THE ACTUAL

NUMBER OF HOURS AND THE NATURE OF THE COMMUNITY SERVICE THE OFFENDER SHALL PERFORM.

- C. ON A THIRD OR SUBSEQUENT VIOLATION IN WHICH, FOR THE THIRD OR SUBSEQUENT TIME, THE OFFENDER PRESENTED TO AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 A FALSE, FICTITIOUS, OR ALTERED IDENTIFICATION CARD, A FALSE OR FICTITIOUS DRIVER'S LICENSE PURPORTEDLY ISSUED BY ANY STATE, OR A DRIVER'S LICENSE ISSUED BY ANY STATE THAT HAS BEEN ALTERED, THE OFFENDER IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND SHALL BE FINED NOT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) NOR MORE THAN ONE THOUSAND DOLLARS (\$1,000), AND MAY BE SENTENCED TO A TERM OF IMPRISONMENT OF NOT MORE THAN SIX MONTHS. EXCEPT AS PROVIDED IN THIS SUBSECTION, THE COURT ALSO MAY IMPOSE A CLASS SIX SUSPENSION OF THE OFFENDER'S DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR PERMIT OR NONRESIDENT OPERATING PRIVILEGE FROM THE RANGE SPECIFIED IN OHIO R.C. 4510.02(A)(6), AND THE COURT MAY ORDER THAT THE SUSPENSION OR DENIAL REMAIN IN EFFECT UNTIL THE OFFENDER ATTAINS THE AGE OF TWENTY-ONE YEARS. THE COURT, IN LIEU OF SUSPENDING THE OFFENDER'S TEMPORARY INSTRUCTION PERMIT, PROBATIONARY DRIVER'S LICENSE, OR DRIVER'S LICENSE, INSTEAD MAY ORDER THE OFFENDER TO PERFORM A DETERMINATE NUMBER OF HOURS OF COMMUNITY SERVICE, WITH THE COURT DETERMINING THE ACTUAL NUMBER OF HOURS AND THE NATURE OF THE COMMUNITY SERVICE THE OFFENDER SHALL PERFORM.
- (4) AN INDIVIDUAL WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO SOLICITS ANOTHER INDIVIDUAL TO PURCHASE ADULT USE CANNABIS FROM AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 IS GUILTY OF:
 - A. FOR A FIRST VIOLATION, A MISDEMEANOR OF THE FOURTH DEGREE; AND
 - B. FOR A SECOND OR SUBSEQUENT VIOLATION, A MISDEMEANOR OF THE SECOND DEGREE.
- (5) AN EMPLOYEE OR AGENT OF AN ADULT USE DISPENSARY LICENSED UNDER OHIO R.C. CHAPTER 3780 WHO KNOWINGLY SELLS CANNABIS TO AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE.
- (6) ANY INDIVIDUAL WHO VIOLATES OHIO R.C. 3780.10(A), OR 3780.29(F), IS GUILTY OF THE ILLEGAL TRAFFICKING IN DRUGS UNDER OHIO R.C. 2925.03 AND THE ILLEGAL MANUFACTURE OF DRUGS UNDER OHIO R.C. 2925.04.
- (7) ANY INDIVIDUAL WHO VIOLATES SUBSECTION (b)(2) OR (b)(3) OF THIS SECTION IS GUILTY OF THE ILLEGAL TRAFFICKING IN DRUGS UNDER OHIO R.C. 2925.03.
- (8) ANY INDIVIDUAL WHO VIOLATES OHIO R.C. 3780.20(B) IS GUILTY OF ILLEGAL DISPENSING OF DRUG SAMPLES UNDER OHIO R.C. 2925.36 OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE.
- (9) A. AN INDIVIDUAL WHO VIOLATES SUBSECTION (g) OF THIS SECTION IS GUILTY OF:
 - 1. FOR A FIRST VIOLATION, A MISDEMEANOR OF THE THIRD DEGREE; AND

2. FOR A SECOND OR SUBSEQUENT VIOLATION, A MISDEMEANOR OF THE FIRST DEGREE.
- B. IF A VIOLATION OF SUBSECTION (g) OF THIS SECTION DIRECTLY OR INDIRECTLY RESULTS IN GREAT BODILY HARM OR DEATH TO ANY INDIVIDUAL, THE INDIVIDUAL VIOLATING SUBSECTION (g) IS GUILTY OF A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW. (ORC 3780.99)

513.18 PSEUDOPHEDRINE SALES.

(a) UNLAWFUL PURCHASES.

- (1) AS USED IN SUBSECTIONS (a), (b), (c) AND (d) OF THIS SECTION:
 - A. "CONSUMER PRODUCT." ANY FOOD OR DRINK THAT IS CONSUMED OR USED BY HUMANS AND ANY DRUG, INCLUDING A DRUG THAT MAY BE PROVIDED LEGALLY ONLY PURSUANT TO A PRESCRIPTION, THAT IS INTENDED TO BE CONSUMED OR USED BY HUMANS.
 - B. "EPHEDRINE." ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF EPHEDRINE, ANY OF ITS SALTS, OPTICAL ISOMERS, OR SALTS OF OPTICAL ISOMERS.
 - C. "EPHEDRINE PRODUCT." A CONSUMER PRODUCT THAT CONTAINS EPHEDRINE.
 - D. "PSEUDOEPHEDRINE." ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF PSEUDOEPHEDRINE, ANY OF ITS SALTS, OPTICAL ISOMERS, OR SALTS OF OPTICAL ISOMERS.
 - E. "PSEUDOEPHEDRINE PRODUCT." A CONSUMER PRODUCT THAT CONTAINS PSEUDOEPHEDRINE.
 - F. "RETAILER." A PLACE OF BUSINESS THAT OFFERS CONSUMER PRODUCTS FOR SALE TO THE GENERAL PUBLIC.
 - G. "SINGLE-INGREDIENT PREPARATION." A COMPOUND, MIXTURE, PREPARATION, OR SUBSTANCE THAT CONTAINS A SINGLE ACTIVE INGREDIENT.
 - H. "TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS." HAS THE SAME MEANING AS IN OHIO R.C. 4729.01.
- (2) A.
 1. NO INDIVIDUAL SHALL KNOWINGLY PURCHASE, RECEIVE, OR OTHERWISE ACQUIRE AN AMOUNT OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT THAT IS GREATER THAN EITHER OF THE FOLLOWING UNLESS THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IS DISPENSED BY A PHARMACIST PURSUANT TO A VALID PRESCRIPTION ISSUED BY A LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS AND THE CONDUCT OF THE PHARMACIST AND THE LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS IS IN ACCORDANCE WITH OHIO R.C. CHAPTER 3719, 4715, 4723, 4729, 4730, 4731, 4741 OR 4772:
 - a. THREE AND SIX TENTHS GRAMS WITHIN A PERIOD OF A SINGLE DAY;
 - b. NINE GRAMS WITHIN A PERIOD OF THIRTY CONSECUTIVE DAYS.
 2. THE LIMITS SPECIFIED IN SUBSECTIONS (a)(2)A.1.a. AND (a)(2)A.1.b. OF THIS SECTION APPLY TO THE TOTAL AMOUNT OF BASE PSEUDOEPHEDRINE OR BASE EPHEDRINE IN THE

PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, RESPECTIVELY. THE LIMITS DO NOT APPLY TO THE PRODUCT'S OVERALL WEIGHT.

- B. IT IS NOT A VIOLATION OF SUBSECTION (b)(1) OF THIS SECTION FOR AN INDIVIDUAL TO RECEIVE OR ACCEPT MORE THAN AN AMOUNT OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT SPECIFIED IN SUBSECTION (a)(2)A.1.a. OR (a)(2)A.1.b. OF THIS SECTION IF THE INDIVIDUAL IS AN EMPLOYEE OF A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, AND THE EMPLOYEE RECEIVES OR ACCEPTS FROM THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IN A SEALED CONTAINER IN CONNECTION WITH MANUFACTURING, WAREHOUSING, PLACEMENT, STOCKING, BAGGING, LOADING, OR UNLOADING OF THE PRODUCT.
- (3) A. NO INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE SHALL KNOWINGLY PURCHASE, RECEIVE, OR OTHERWISE ACQUIRE A PSEUDOEPHEDRINE PRODUCT, OR EPHEDRINE PRODUCT UNLESS THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IS DISPENSED BY A PHARMACIST PURSUANT TO A VALID PRESCRIPTION ISSUED BY A LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS AND THE CONDUCT OF THE PHARMACIST AND THE LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS IS IN ACCORDANCE WITH R.C. CHAPTER 3719, 4715, 4723, 4729, 4730, 4731, 4741 OR 4772.
- B. SUBSECTION (a)(3)A. OF THIS SECTION DOES NOT APPLY TO AN INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE WHO PURCHASES, RECEIVES, OR OTHERWISE ACQUIRES A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT FROM ANY OF THE FOLLOWING:
- 1. A LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS OR PHARMACIST WHO DISPENSES, SELLS, OR OTHERWISE PROVIDES THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THAT INDIVIDUAL AND WHOSE CONDUCT IS IN ACCORDANCE WITH OHIO R.C. CHAPTER 3719, 4715, 4723, 4729, 4730, 4731, 4741 OR 4772;
 - 2. A PARENT OR GUARDIAN OF THAT INDIVIDUAL WHO PROVIDES THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE INDIVIDUAL;
 - 3. A PERSON, AS AUTHORIZED BY THAT INDIVIDUAL'S PARENT OR GUARDIAN, WHO DISPENSES, SELLS, OR OTHERWISE PROVIDES THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE INDIVIDUAL;
 - 4. A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS WHO PROVIDES THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THAT INDIVIDUAL IF THE INDIVIDUAL IS AN EMPLOYEE OF THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS AND THE INDIVIDUAL RECEIVES OR ACCEPTS FROM THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IN A SEALED CONTAINER IN CONNECTION WITH MANUFACTURING, WAREHOUSING, PLACEMENT,

**STOCKING, BAGGING, LOADING, OR UNLOADING OF THE
PRODUCT.**

- (4) NO INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE SHALL KNOWINGLY SHOW OR GIVE FALSE INFORMATION CONCERNING THE INDIVIDUAL'S NAME, AGE, OR OTHER IDENTIFICATION FOR THE PURPOSE OF PURCHASING, RECEIVING, OR OTHERWISE ACQUIRING A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT.**
- (5) NO INDIVIDUAL SHALL KNOWINGLY FAIL TO COMPLY WITH THE REQUIREMENTS OF OHIO R.C. 3715.051(B).**
- (6) WHOEVER VIOLATES SUBSECTION (a)(2)A. OF THIS SECTION IS GUILTY OF UNLAWFUL PURCHASE OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A MISDEMEANOR OF THE FIRST DEGREE.**
- (7) WHOEVER VIOLATES SUBSECTION (a)(3)A. OF THIS SECTION IS GUILTY OF UNDERAGE PURCHASE OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A DELINQUENT ACT THAT WOULD BE A MISDEMEANOR OF THE FOURTH DEGREE IF IT COULD BE COMMITTED BY AN ADULT.**
- (8) WHOEVER VIOLATES SUBSECTION (a)(4) OF THIS SECTION IS GUILTY OF USING FALSE INFORMATION TO PURCHASE A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A DELINQUENT ACT THAT WOULD BE A MISDEMEANOR OF THE FIRST DEGREE IF IT COULD BE COMMITTED BY AN ADULT.**
- (9) WHOEVER VIOLATES SUBSECTION (a)(5) OF THIS SECTION IS GUILTY OF IMPROPER PURCHASE OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A MISDEMEANOR OF THE FOURTH DEGREE.
(ORC 2925.55)**

(b) UNLAWFUL RETAIL SALES.

- (1) A. 1. EXCEPT AS PROVIDED IN SUBSECTION (b)(1)B. OF THIS SECTION, NO RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS OR AN EMPLOYEE OF A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS SHALL KNOWINGLY SELL, OFFER TO SELL, HOLD FOR SALE, DELIVER, OR OTHERWISE PROVIDE TO ANY INDIVIDUAL AN AMOUNT OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT THAT IS GREATER THAN EITHER OF THE FOLLOWING:**
 - a. THREE AND SIX TENTHS GRAMS WITHIN A PERIOD OF A SINGLE DAY;**
 - b. NINE GRAMS WITHIN A PERIOD OF THIRTY CONSECUTIVE DAYS.**
- 2. THE MAXIMUM AMOUNTS SPECIFIED IN SUBSECTIONS (b)(1)A.1.a. AND (b)(1)A.1.b. OF THIS SECTION APPLY TO THE TOTAL AMOUNT OF BASE PSEUDOEPHEDRINE OR BASE EPHEDRINE IN THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, RESPECTIVELY. THE MAXIMUM AMOUNTS DO NOT APPLY TO THE PRODUCT'S OVERALL WEIGHT.**
- B. 1. SUBSECTION (b)(1)A. OF THIS SECTION DOES NOT APPLY TO ANY QUANTITY OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT DISPENSED BY A PHARMACIST PURSUANT TO A VALID PRESCRIPTION ISSUED BY A LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS IF THE CONDUCT OF THE PHARMACIST AND THE LICENSED**

HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS IS IN ACCORDANCE WITH OHIO R.C. CHAPTER 3719, 4715, 4723, 4729, 4730, 4731, 4741 OR 4772.

2. IT IS NOT A VIOLATION OF SUBSECTION (b)(1)A. OF THIS SECTION FOR A RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, OR EMPLOYEE OF EITHER TO PROVIDE TO AN INDIVIDUAL MORE THAN AN AMOUNT OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT SPECIFIED IN SUBSECTION (b)(1)A.1.a. OR (b)(1)A.1.b. OF THIS SECTION UNDER EITHER OF THE FOLLOWING CIRCUMSTANCES:
 - a. THE INDIVIDUAL IS AN EMPLOYEE OF THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, AND THE EMPLOYEE RECEIVES OR ACCEPTS FROM THE RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, OR EMPLOYEE THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IN A SEALED CONTAINER IN CONNECTION WITH MANUFACTURING, WAREHOUSING, PLACEMENT, STOCKING, BAGGING, LOADING, OR UNLOADING OF THE PRODUCT;
 - b. A STOP-SALE ALERT IS GENERATED AFTER THE SUBMISSION OF INFORMATION TO THE NATIONAL PRECURSOR LOG EXCHANGE UNDER THE CONDITIONS DESCRIBED IN OHIO R.C. 3715.052(A)(2).

- (2) A. EXCEPT AS PROVIDED IN SUBSECTION (b)(2)B. OF THIS SECTION, NO RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS OR AN EMPLOYEE OF A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS SHALL SELL, OFFER TO SELL, HOLD FOR SALE, DELIVER, OR OTHERWISE PROVIDE A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO AN INDIVIDUAL WHO IS UNDER EIGHTEEN YEARS OF AGE.
- B. SUBSECTION (b)(2)A. OF THIS SECTION DOES NOT APPLY TO ANY OF THE FOLLOWING:
 1. A LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS OR PHARMACIST WHO DISPENSES, SELLS, OR OTHERWISE PROVIDES A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO AN INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE AND WHOSE CONDUCT IS IN ACCORDANCE WITH OHIO R.C. CHAPTER 3719, 4715, 4723, 4729, 4730, 4731, 4741 OR 4772;
 2. A PARENT OR GUARDIAN OF AN INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE WHO PROVIDES A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE INDIVIDUAL;
 3. A PERSON WHO, AS AUTHORIZED BY THE INDIVIDUAL'S PARENT OR GUARDIAN, DISPENSES, SELLS, OR OTHERWISE PROVIDES A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO AN INDIVIDUAL UNDER EIGHTEEN YEARS OF AGE;
 4. THE PROVISION BY A RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, OR EMPLOYEE OF EITHER OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IN A SEALED CONTAINER TO AN EMPLOYEE OF THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS WHO IS

UNDER EIGHTEEN YEARS OF AGE IN CONNECTION WITH MANUFACTURING, WAREHOUSING, PLACEMENT, STOCKING, BAGGING, LOADING, OR UNLOADING OF THE PRODUCT.

- (3) NO RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS SHALL FAIL TO COMPLY WITH THE REQUIREMENTS OF OHIO R.C. 3715.051(A) OR OHIO R.C. 3715.052(A)(2).
- (4) NO RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS SHALL FAIL TO COMPLY WITH THE REQUIREMENTS OF OHIO R.C. 3715.052(A)(1).
- (5) WHOEVER VIOLATES SUBSECTION (b)(1)A. OF THIS SECTION IS GUILTY OF UNLAWFULLY SELLING A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A MISDEMEANOR OF THE FIRST DEGREE.
- (6) WHOEVER VIOLATES SUBSECTION (b)(2)A. OF THIS SECTION IS GUILTY OF UNLAWFULLY SELLING A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO A MINOR, A MISDEMEANOR OF THE FOURTH DEGREE.
- (7) WHOEVER VIOLATES SUBSECTION (b)(3) OF THIS SECTION IS GUILTY OF IMPROPER SALE OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, A MISDEMEANOR OF THE SECOND DEGREE.
- (8) WHOEVER VIOLATES SUBSECTION (b)(4) OF THIS SECTION IS GUILTY OF FAILING TO SUBMIT INFORMATION TO THE NATIONAL PRECURSOR LOG EXCHANGE, A MISDEMEANOR FOR WHICH THE OFFENDER SHALL BE FINED NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000) PER VIOLATION.
(ORC 2925.56)

(c) TRANSACTION SCANS.

- (1) FOR THE PURPOSE OF THIS SUBSECTION AND SUBSECTION (d) OF THIS SECTION, THE FOLLOWING DEFINITIONS SHALL APPLY UNLESS THE CONTEXT CLEARLY INDICATES OR REQUIRES A DIFFERENT MEANING.
 - A. "CARD HOLDER." ANY PERSON WHO PRESENTS A DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR AN IDENTIFICATION CARD TO A SELLER, OR AN AGENT OR EMPLOYEE OF A SELLER, TO PURCHASE OR RECEIVE ANY PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT FROM THE SELLER, AGENT OR EMPLOYEE.
 - B. "IDENTIFICATION CARD" HAS THE SAME MEANING AS IN OHIO R.C. 2927.021.
 - C. "SELLER." A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS.
 - D. "TRANSACTION SCAN." THE PROCESS BY WHICH A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER CHECKS BY MEANS OF A TRANSACTION SCAN DEVICE THE VALIDITY OF A DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR AN IDENTIFICATION CARD THAT IS PRESENTED AS A CONDITION FOR PURCHASING OR RECEIVING ANY PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT.
 - E. "TRANSACTION SCAN DEVICE." HAS THE SAME MEANING AS IN OHIO R.C. 2927.021.
- (2) A. A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER MAY PERFORM A TRANSACTION SCAN BY MEANS OF A TRANSACTION SCAN DEVICE TO CHECK THE VALIDITY OF A DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD PRESENTED BY A CARD HOLDER AS A CONDITION FOR SELLING, GIVING AWAY OR OTHERWISE DISTRIBUTING TO THE CARD HOLDER A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT.

- B. IF THE INFORMATION DECIPHERED BY THE TRANSACTION SCAN PERFORMED UNDER SUBSECTION (c)(2)A. OF THIS SECTION FAILS TO MATCH THE INFORMATION PRINTED ON THE DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD PRESENTED BY THE CARD HOLDER, OR IF THE TRANSACTION SCAN INDICATES THAT THE INFORMATION SO PRINTED IS FALSE OR FRAUDULENT, NEITHER THE SELLER NOR ANY AGENT OR EMPLOYEE OF THE SELLER SHALL SELL, GIVE AWAY OR OTHERWISE DISTRIBUTE ANY PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE CARD HOLDER.
 - C. SUBSECTION (c)(2)A. OF THIS SECTION DOES NOT PRECLUDE A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER AS A CONDITION FOR SELLING, GIVING AWAY OR OTHERWISE DISTRIBUTING A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE PERSON PRESENTING THE DOCUMENT FROM USING A TRANSACTION SCAN DEVICE TO CHECK THE VALIDITY OF A DOCUMENT OTHER THAN A DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR AN IDENTIFICATION CARD IF THE DOCUMENT INCLUDES A BAR CODE OR MAGNETIC STRIP THAT MAY BE SCANNED BY THE DEVICE.
- (3) RULES ADOPTED BY THE REGISTRAR OF MOTOR VEHICLES UNDER OHIO R.C. 4301.61(C) APPLY TO THE USE OF TRANSACTION SCAN DEVICES FOR PURPOSES OF THIS SUBSECTION (c) AND SUBSECTION (d) OF THIS SECTION.
- (4) A. NO SELLER OR AGENT OR EMPLOYEE OF A SELLER SHALL ELECTRONICALLY OR MECHANICALLY RECORD OR MAINTAIN ANY INFORMATION DERIVED FROM A TRANSACTION SCAN, EXCEPT THE FOLLOWING:
- 1. THE NAME, ADDRESS, AND DATE OF BIRTH OF THE PERSON LISTED ON THE DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD PRESENTED BY A CARD HOLDER;
 - 2. THE EXPIRATION DATE, IDENTIFICATION NUMBER, AND ISSUING AGENCY OF THE DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD PRESENTED BY A CARD HOLDER.
- B. NO SELLER OR AGENT OR EMPLOYEE OF A SELLER SHALL USE THE INFORMATION THAT IS DERIVED FROM A TRANSACTION SCAN OR THAT IS PERMITTED TO BE RECORDED AND MAINTAINED UNDER SUBSECTION (c)(4)A. OF THIS SECTION EXCEPT FOR PURPOSES OF SUBSECTION (d) OF THIS SECTION, OHIO R.C. 2925.58, OR OHIO R.C. 3715.052(A)(1).
- C. NO SELLER OR AGENT OR EMPLOYEE OF A SELLER SHALL USE A TRANSACTION SCAN DEVICE FOR A PURPOSE OTHER THAN THE PURPOSE SPECIFIED IN SUBSECTION (c)(2)A. OF THIS SECTION.
- D. NO SELLER OR AGENT OR EMPLOYEE OF A SELLER SHALL SELL OR OTHERWISE DISSEMINATE THE INFORMATION DERIVED FROM A TRANSACTION SCAN TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO SELLING OR OTHERWISE DISSEMINATING THAT INFORMATION FOR ANY MARKETING, ADVERTISING OR PROMOTIONAL ACTIVITIES, BUT A SELLER OR AGENT OR EMPLOYEE OF A SELLER MAY RELEASE THAT INFORMATION PURSUANT TO A COURT ORDER OR AS SPECIFICALLY AUTHORIZED BY SUBSECTION (d) OF THIS SECTION OR ANY OTHER SECTION OF THE OHIO REVISED CODE.

- (5) NOTHING IN THIS SUBSECTION (c) OR SUBSECTION (d) OF THIS SECTION RELIEVES A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER OF ANY RESPONSIBILITY TO COMPLY WITH ANY OTHER APPLICABLE STATE OR FEDERAL LAWS OR RULES GOVERNING THE SALE, GIVING AWAY OR OTHER DISTRIBUTION OF PSEUDOEPHEDRINE PRODUCTS OR EPHEDRINE PRODUCTS.
 - (6) WHOEVER VIOLATES SUBSECTION (c)(2)B. OR (c)(4) OF THIS SECTION IS GUILTY OF ENGAGING IN AN ILLEGAL PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TRANSACTION SCAN, AND THE COURT MAY IMPOSE UPON THE OFFENDER A CIVIL PENALTY OF UP TO ONE THOUSAND DOLLARS (\$1,000) FOR EACH VIOLATION. THE CLERK OF THE COURT SHALL PAY EACH COLLECTED CIVIL PENALTY TO THE COUNTY TREASURER FOR DEPOSIT INTO THE COUNTY TREASURY.
(ORC 2925.57)
- (d) AFFIRMATIVE DEFENSES.
- (1) A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER MAY NOT BE FOUND GUILTY OF A CHARGE OF A VIOLATION OF SUBSECTION (b) OF THIS SECTION IN WHICH THE AGE OF THE PURCHASER OR OTHER RECIPIENT OF A PSEUDOEPHEDRINE PRODUCT IS AN ELEMENT OF THE ALLEGED VIOLATION IF THE SELLER, AGENT OR EMPLOYEE RAISES AND PROVES AS AN AFFIRMATIVE DEFENSE THAT ALL OF THE FOLLOWING OCCURRED:
 - A. A CARD HOLDER ATTEMPTING TO PURCHASE OR RECEIVE A PSEUDOEPHEDRINE PRODUCT PRESENTED A DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR AN IDENTIFICATION CARD.
 - B. A TRANSACTION SCAN OF THE DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD THAT THE CARD HOLDER PRESENTED INDICATED THAT THE LICENSE OR CARD WAS VALID.
 - C. THE PSEUDOEPHEDRINE PRODUCT WAS SOLD, GIVEN AWAY OR OTHERWISE DISTRIBUTED TO THE CARD HOLDER IN REASONABLE RELIANCE UPON THE IDENTIFICATION PRESENTED AND THE COMPLETED TRANSACTION SCAN.
 - (2) IN DETERMINING WHETHER A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER HAS PROVEN THE AFFIRMATIVE DEFENSE PROVIDED BY SUBSECTION (d)(1) OF THIS SECTION, THE TRIER OF FACT IN THE ACTION FOR THE ALLEGED VIOLATION OF SUBSECTION (b) OF THIS SECTION SHALL CONSIDER ANY WRITTEN POLICY THAT THE SELLER HAS ADOPTED AND IMPLEMENTED AND THAT IS INTENDED TO PREVENT VIOLATIONS OF SUBSECTION (b) OF THIS SECTION. FOR PURPOSES OF SUBSECTION (d)(1)C. OF THIS SECTION, THE TRIER OF FACT SHALL CONSIDER THAT REASONABLE RELIANCE UPON THE IDENTIFICATION PRESENTED AND THE COMPLETED TRANSACTION SCAN MAY REQUIRE A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER TO EXERCISE REASONABLE DILIGENCE TO DETERMINE, AND THAT THE USE OF A TRANSACTION SCAN DEVICE DOES NOT EXCUSE A SELLER OR AN AGENT OR EMPLOYEE OF A SELLER FROM EXERCISING REASONABLE DILIGENCE TO DETERMINE, THE FOLLOWING:
 - A. WHETHER A PERSON TO WHOM THE SELLER OR AGENT OR EMPLOYEE OF A SELLER SELLS, GIVES AWAY OR OTHERWISE DISTRIBUTES A PSEUDOEPHEDRINE PRODUCT IS EIGHTEEN YEARS OF AGE OR OLDER;
 - B. WHETHER THE DESCRIPTION AND PICTURE APPEARING ON THE DRIVER'S OR COMMERCIAL DRIVER'S LICENSE OR IDENTIFICATION CARD PRESENTED BY A CARD HOLDER IS THAT OF THE CARD HOLDER.

- (3) IN ANY CRIMINAL ACTION IN WHICH THE AFFIRMATIVE DEFENSE PROVIDED BY SUBSECTION (d)(1) OF THIS SECTION IS RAISED, THE REGISTRAR OF MOTOR VEHICLES OR A DEPUTY REGISTRAR WHO ISSUED AN IDENTIFICATION CARD UNDER OHIO R.C. 4507.50 THROUGH 4507.52 SHALL BE PERMITTED TO SUBMIT CERTIFIED COPIES OF THE RECORDS OF THAT ISSUANCE IN LIEU OF THE TESTIMONY OF THE PERSONNEL OF OR CONTRACTORS WITH THE BUREAU OF MOTOR VEHICLES IN THE ACTION.
(ORC 2925.58)

(e) RETAILER'S DUTIES.

(1) AS USED IN SUBSECTIONS (e) AND (f) OF THIS SECTION:

- A. "CONSUMER PRODUCT." ANY FOOD OR DRINK THAT IS CONSUMED OR USED BY HUMANS AND ANY DRUG, INCLUDING A DRUG THAT MAY BE PROVIDED LEGALLY ONLY PURSUANT TO A PRESCRIPTION, THAT IS INTENDED TO BE CONSUMED OR USED BY HUMANS.
- B. "DRUG." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
- C. "EPHEDRINE." ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF EPHEDRINE, ANY OF ITS SALTS, OPTICAL ISOMERS, OR SALTS OF OPTICAL ISOMERS.
- D. "EPHEDRINE PRODUCT." A CONSUMER PRODUCT THAT CONTAINS EPHEDRINE.
- E. "LAW ENFORCEMENT OFFICIAL." AN OFFICER OR EMPLOYEE OF ANY AGENCY OR AUTHORITY OF THE UNITED STATES, A STATE, A TERRITORY, A POLITICAL SUBDIVISION OF A STATE OR TERRITORY, OR AN INDIAN TRIBE, WHO IS EMPOWERED BY THE LAW TO INVESTIGATE OR CONDUCT AN OFFICIAL INQUIRY INTO A POTENTIAL VIOLATION OF LAW OR PROSECUTE OR OTHERWISE CONDUCT A CRIMINAL, CIVIL, OR ADMINISTRATIVE PROCEEDING ARISING FROM AN ALLEGED VIOLATION OF LAW.
- F. "LICENSED HEALTH PROFESSIONAL AUTHORIZED TO PRESCRIBE DRUGS." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
- G. "NATIONAL PRECURSOR LOG EXCHANGE" OR "EXCHANGE." THE ELECTRONIC SYSTEM FOR TRACKING SALES OF PSEUDOEPHEDRINE PRODUCTS AND EPHEDRINE PRODUCTS ON A NATIONAL BASIS THAT IS ADMINISTERED BY THE NATIONAL ASSOCIATION OF DRUG DIVERSION INVESTIGATORS OR A SUCCESSOR ORGANIZATION.
- H. "PHARMACIST." A PERSON LICENSED UNDER OHIO R.C. CHAPTER 4729 TO ENGAGE IN THE PRACTICE OF PHARMACY.
- I. "PHARMACY." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
- J. "PRESCRIBER." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
- K. "PRESCRIPTION." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
- L. "PROOF OF AGE." A DRIVER'S LICENSE, A COMMERCIAL DRIVER'S LICENSE, A MILITARY IDENTIFICATION CARD, A PASSPORT, OR AN IDENTIFICATION CARD ISSUED UNDER OHIO R.C. 4507.50 TO 4507.52 THAT SHOWS A PERSON IS EIGHTEEN YEARS OF AGE OR OLDER.
- M. "PSEUDOEPHEDRINE." ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF PSEUDOEPHEDRINE, ANY OF ITS SALTS, OPTICAL ISOMERS, OR SALTS OF OPTICAL ISOMERS.
- N. "PSEUDOEPHEDRINE PRODUCT." A CONSUMER PRODUCT THAT CONTAINS PSEUDOEPHEDRINE.

- O. "RETAILER." A PLACE OF BUSINESS THAT OFFERS CONSUMER PRODUCTS FOR SALE TO THE GENERAL PUBLIC.
 - P. "SINGLE-INGREDIENT PREPARATION." A COMPOUND, MIXTURE, PREPARATION, OR SUBSTANCE THAT CONTAINS A SINGLE ACTIVE INGREDIENT.
 - Q. "STOP-SALE ALERT." A NOTIFICATION SENT FROM THE NATIONAL PRECURSOR LOG EXCHANGE TO A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS INDICATING THAT THE COMPLETION OF A SALE OF A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT WOULD RESULT IN A VIOLATION OF OHIO R.C. 2925.56(A)(1) OR FEDERAL LAW.
 - R. "TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS." HAS THE SAME MEANINGS AS IN OHIO R.C. 4729.01.
 - S. "WHOLESALE." HAS THE SAME MEANING AS IN OHIO R.C. 3719.01.
- (2) A RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS THAT SELLS, OFFERS TO SELL, HOLDS FOR SALE, DELIVERS, OR OTHERWISE PROVIDES A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT TO THE PUBLIC SHALL DO ALL OF THE FOLLOWING:
- A. SEGREGATE PSEUDOEPHEDRINE PRODUCTS OR EPHEDRINE PRODUCTS FROM OTHER MERCHANDISE SO THAT NO MEMBER OF THE PUBLIC MAY PROCURE OR PURCHASE SUCH PRODUCTS WITHOUT THE DIRECT ASSISTANCE OF A PHARMACIST OR OTHER AUTHORIZED EMPLOYEE OF THE RETAILER OR TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS;
 - B. WITH REGARD TO EACH TIME A PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT IS SOLD OR OTHERWISE PROVIDED WITHOUT A VALID PRESCRIPTION:
 - 1. DETERMINE, BY EXAMINATION OF A VALID PROOF OF AGE, THAT THE PURCHASER OR RECIPIENT IS AT LEAST EIGHTEEN YEARS OF AGE;
 - 2.
 - a. USING ANY INFORMATION AVAILABLE, INCLUDING INFORMATION FROM THE NATIONAL PRECURSOR LOG EXCHANGE IF THE INFORMATION IS ACCESSIBLE, MAKE A REASONABLE ATTEMPT TO ENSURE THAT NO INDIVIDUAL PURCHASES OR RECEIVES AN AMOUNT OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT THAT IS GREATER THAN EITHER OF THE FOLLOWING:
 - i. THREE AND SIX TENTHS GRAMS WITHIN A PERIOD OF A SINGLE DAY;
 - ii. NINE GRAMS WITHIN A PERIOD OF THIRTY CONSECUTIVE DAYS.
 - b. THE MAXIMUM AMOUNTS SPECIFIED IN SUBSECTIONS (e)(2)B.2.a.i. AND (e)(2)B.2.a.ii. OF THIS SECTION APPLY TO THE TOTAL AMOUNT OF BASE PSEUDOEPHEDRINE OR BASE EPHEDRINE IN THE PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT, RESPECTIVELY. THE MAXIMUM AMOUNTS DO NOT APPLY TO THE PRODUCT'S OVERALL WEIGHT.

- C. MAINTAIN A LOG BOOK OF PSEUDOEPHEDRINE PRODUCT OR EPHEDRINE PRODUCT PURCHASES, IN ACCORDANCE WITH OHIO R.C. 3715.051;
 - D. IF REQUIRED TO COMPLY WITH SECTION OHIO R.C. 3715.052, SUBMIT THE INFORMATION SPECIFIED IN SUBSECTIONS (A)(1)(a) TO (A)(1)(d) OF THAT SECTION TO THE NATIONAL PRECURSOR LOG EXCHANGE.
- (3) PRESCRIPTIONS, ORDERS, AND RECORDS MAINTAINED PURSUANT TO THIS SECTION AND STOCKS OF PSEUDOEPHEDRINE PRODUCTS AND EPHEDRINE PRODUCTS SHALL BE OPEN FOR INSPECTION TO FEDERAL, STATE, COUNTY, AND MUNICIPAL OFFICERS, AND EMPLOYEES OF THE STATE BOARD OF PHARMACY WHOSE DUTY IT IS TO ENFORCE THE LAWS OF THIS STATE OR OF THE UNITED STATES RELATING TO CONTROLLED SUBSTANCES. SUCH PRESCRIPTIONS, ORDERS, RECORDS, AND STOCKS SHALL BE OPEN FOR INSPECTION BY THE STATE MEDICAL BOARD AND ITS EMPLOYEES FOR PURPOSES OF ENFORCING OHIO R.C. CHAPTER 4731.
(ORC 3715.05)
- (f) THEFT OR LOSS; REPORTING REQUIREMENTS.
 - (1) EACH RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, PHARMACY, PRESCRIBER OR WHOLESALE THAT SELLS, OFFERS TO SELL, HOLDS FOR SALE, DELIVERS OR OTHERWISE PROVIDES ANY PSEUDOEPHEDRINE PRODUCT AND THAT DISCOVERS THE THEFT OR LOSS OF ANY PSEUDOEPHEDRINE PRODUCT IN AN AMOUNT OF MORE THAN NINE GRAMS PER INCIDENT OF THEFT OR LOSS SHALL NOTIFY ALL OF THE FOLLOWING UPON DISCOVERY OF THE THEFT OR LOSS:
 - A. THE STATE BOARD OF PHARMACY, BY TELEPHONE IMMEDIATELY UPON DISCOVERY OF THE THEFT OR LOSS;
 - B. LAW ENFORCEMENT AUTHORITIES. IF THE INCIDENT IS A THEFT AND THE THEFT CONSTITUTES A FELONY, THE RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, PHARMACY, PRESCRIBER OR WHOLESALE SHALL REPORT THE THEFT TO THE LAW ENFORCEMENT AUTHORITIES IN ACCORDANCE WITH OHIO R.C. 2921.22.
 - (2) WITHIN THIRTY DAYS AFTER MAKING A REPORT BY TELEPHONE TO THE STATE BOARD OF PHARMACY PURSUANT TO SUBSECTION (f)(1)A. OF THIS SECTION, A RETAILER, TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, PHARMACY, PRESCRIBER OR WHOLESALE SHALL SEND A WRITTEN REPORT TO THE STATE BOARD OF PHARMACY.
 - (3) THE REPORTS REQUIRED UNDER THIS SECTION SHALL IDENTIFY THE PRODUCT THAT WAS STOLEN OR LOST, THE AMOUNT OF THE PRODUCT STOLEN OR LOST, AND THE DATE AND TIME OF DISCOVERY OF THE THEFT OR LOSS.
(ORC 3715.06)

525.05 FAILURE TO REPORT A CRIME, INJURY OR KNOWLEDGE OF DEATH.

[No changes to this section until paragraph (f)]

- (f)
 - (1) NO PERSON WHO KNOWS THAT A LICENSED MEDICAL PROFESSIONAL HAS COMMITTED AN OFFENSE UNDER OHIO R.C. CHAPTER 2907, A VIOLATION OF A MUNICIPAL ORDINANCE THAT IS SUBSTANTIALLY EQUIVALENT TO SUCH OFFENSE, OR A SUBSTANTIALLY EQUIVALENT CRIMINAL OFFENSE IN ANOTHER JURISDICTION, AGAINST A PATIENT OF THE LICENSED MEDICAL PROFESSIONAL SHALL FAIL TO REPORT SUCH KNOWLEDGE TO LAW ENFORCEMENT AUTHORITIES WITHIN THIRTY DAYS OF OBTAINING THE KNOWLEDGE.

- (2) **EXCEPT FOR A SELF-REPORT OR PARTICIPATION IN THE OFFENSE OR VIOLATION BEING REPORTED, ANY PERSON WHO MAKES A REPORT WITHIN THE THIRTY-DAY PERIOD PROVIDED IN SUBSECTION (f)(1) OF THIS SECTION OR ANY PERSON WHO PARTICIPATES IN A JUDICIAL PROCEEDING THAT RESULTS FROM SUCH REPORT IS IMMUNE FROM CIVIL OR CRIMINAL LIABILITY THAT OTHERWISE MIGHT BE INCURRED OR IMPOSED AS A RESULT OF MAKING THAT REPORT OR PARTICIPATING IN THAT PROCEEDING SO LONG AS THE PERSON IS ACTING IN GOOD FAITH WITHOUT FRAUD OR MALICE.**
 - (3) **THE PHYSICIAN-PATIENT RELATIONSHIP OR PHYSICIAN ASSISTANT-PATIENT RELATIONSHIP IS NOT A GROUND FOR EXCLUDING EVIDENCE REGARDING THE PERSON'S KNOWLEDGE OF A LICENSED MEDICAL PROFESSIONAL'S COMMISSION OF AN OFFENSE OR VIOLATION REPORTED UNDER SUBSECTION (f)(1) OF THIS SECTION, AGAINST THAT LICENSED MEDICAL PROFESSIONAL IN ANY JUDICIAL PROCEEDING RESULTING FROM A REPORT MADE UNDER THAT DIVISION.**
 - (4) **AS USED IN SUBSECTION (f) OF THIS SECTION, "LICENSED MEDICAL PROFESSIONAL" HAS THE SAME MEANING AS IN OHIO R.C. 2907.01.**
- [(f)] (g) (1) Any doctor of medicine or osteopathic medicine, hospital intern or resident, nurse, psychologist, social worker, independent social worker, social work assistant, licensed professional clinical counselor, licensed professional counselor, independent marriage and family therapist or marriage and family therapist who knows or has reasonable cause to believe that a patient or client has been the victim of domestic violence, as defined in Ohio R.C. 3113.31, shall note that knowledge or belief and the basis for it in the patient's or client's records.
- (2) Notwithstanding Ohio R.C. 4731.22, the physician-patient privilege or advanced practice registered nurse-patient privilege shall not be a ground for excluding any information regarding the report containing the knowledge or belief noted under subsection (f)(1) of this section, and the information may be admitted as evidence in accordance with the Rules of Evidence.
- [(g)] (h) Subsections (a) and (d) of this section do not require disclosure of information, when any of the following applies:
- (1) The information is privileged by reason of the relationship between attorney and client; physician and patient; advanced practice registered nurse and patient; licensed psychologist or licensed school psychologist and client; licensed professional clinical counselor, licensed professional counselor, independent social worker, social worker, independent marriage and family therapist, or marriage and family therapist and client; member of the clergy, rabbi, minister, or priest and any person communicating information confidentially to the member of the clergy, rabbi, minister, or priest for a religious counseling purpose of a professional character; husband and wife; or a communications assistant and those who are a party to a telecommunications relay service call.
 - (2) The information would tend to incriminate a member of the actor's immediate family.
 - (3) Disclosure of the information would amount to revealing a news source, privileged under Ohio R.C. 2739.04 or 2739.12.
 - (4) Disclosure of the information would amount to disclosure by a member of the ordained clergy of an organized religious body of a confidential communication made to that member of the clergy in that member's capacity as a member of the clergy by a person seeking the aid or counsel of that member of the clergy.

- (5) Disclosure would amount to revealing information acquired by the actor in the course of the actor's duties in connection with a bona fide program of treatment or services for persons with drug dependencies or persons in danger of drug dependence, which program is maintained or conducted by a hospital, clinic, person, agency, or community addiction services provider whose alcohol and drug addiction services are certified pursuant to Ohio R.C. 5119.36.
- (6) Disclosure would amount to revealing information acquired by the actor in the course of the actor's duties in connection with a bona fide program for providing counseling services to victims of crimes that are violations of Ohio R.C. 2907.02 or 2907.05 or to victims of felonious sexual penetration in violation of former Ohio R.C. 2907.12. As used in this subsection, "counseling services" include services provided in an informal setting by a person who, by education or experience, is competent to provide those services.

~~[(h)]~~ (i) No disclosure of information pursuant to this section gives rise to any liability or recrimination for a breach of privilege or confidence.

~~[(i)]~~ (j) Whoever violates subsection (a), ~~[(e)]~~ (b) **OR (f)(1)** of this section is guilty of failure to report a crime. Violation of subsection (a)(1) **OR (f)(1)** of this section is a misdemeanor of the fourth degree. Violation of subsection (a)(2) or (b) of this section is a misdemeanor of the second degree.

~~[(j)]~~ (k) Whoever violates subsection (c) or (d) of this section is guilty of failure to report knowledge of a death, a misdemeanor of the fourth degree.

~~[(k)]~~ (l) (1) Whoever negligently violates subsection (e) of this section is guilty of a minor misdemeanor.

(2) Whoever knowingly violates subsection (e) of this section is guilty of a misdemeanor of the second degree.

~~[(l)]~~ (m) As used in this section, "nurse" includes an advanced practice registered nurse, registered nurse, and licensed practical nurse.

(ORC 2921.22) [~~Ord. 119-17. Passed 11-13-17; Ord. 91-24. Passed 8-12-24.~~]

529.07 OPEN CONTAINER PROHIBITED.

[No changes to this section until paragraph (c)(5)]

(c) (1)

(5) A person may have in the person's possession on an F-9 liquor permit premises an opened or unopened container of beer or intoxicating liquor that was not purchased from the holder of the F-9 permit if the **F-9 PERMIT HOLDER GRANTS PERMISSION FOR THE POSSESSION AND CONSUMPTION OF BEER OR INTOXICATING LIQUOR IN CERTAIN PREDESIGNATED AREAS OF THE PREMISES DURING THE PERIOD FOR WHICH THE F-9 PERMIT IS ISSUED.** ~~[person is attending either of the following:]~~

[No further changes to this section]

533.01 DEFINITIONS.

[No changes to this section until paragraph (j)]

(j) **"LICENSED MEDICAL PROFESSIONAL" MEANS ANY OF THE FOLLOWING MEDICAL PROFESSIONALS:**

- (1) **A PHYSICIAN ASSISTANT LICENSED UNDER OHIO R.C. CHAPTER 4730;**
- (2) **A PHYSICIAN AUTHORIZED UNDER OHIO R.C. CHAPTER 4731 TO PRACTICE MEDICINE AND SURGERY, OSTEOPATHIC MEDICINE AND SURGERY, OR PODIATRIC MEDICINE AND SURGERY;**
- (3) **A MASSAGE THERAPIST LICENSED UNDER OHIO R.C. CHAPTER 4731.**

- ~~[(j)]~~ **(k)** "Material" means any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, phonographic record, or tape, or other tangible thing capable of arousing interest through sight, sound, or touch and includes an image or text appearing on a computer monitor, television screen, liquid crystal display, or similar display device or an image or text recorded on a computer hard disk, computer floppy disk, compact disk, magnetic tape or similar data storage device.
- ~~[(k)]~~ **(l)** "Performance" means any motion picture, preview, trailer, play, show, skit, dance or other exhibition performed before an audience.
- ~~[(h)]~~ **(m)** "Spouse" means a person married to an offender at the time of an alleged offense, except that such person shall not be considered the spouse when any of the following apply:
- (1) When the parties have entered into a written separation agreement authorized by Ohio R.C. 3103.06;
 - (2) During the pendency of an action between the parties for annulment, divorce, dissolution of marriage or legal separation;
 - (3) In the case of an action for legal separation, after the effective date of the judgment for legal separation.
- ~~[(m)]~~ **(n)** "Minor" means a person under the age of eighteen years.
- ~~[(n)]~~ **(o)** "Mental health client or patient" has the same meaning as in Ohio R.C. 2305.51.
- ~~[(o)]~~ **(p)** "Mental health professional" has the same meaning as in Ohio R.C. 2305.115.
- ~~[(p)]~~ **(q)** "Sado-masochistic abuse" means flagellation or torture by or upon a person or the condition of being fettered, bound, or otherwise physically restrained.
~~[(Ord. 139-07. Passed 11-19-07.)]~~
- ~~[(q)]~~ **(r)** "Place where a person has a reasonable expectation of privacy" means a place where a reasonable person would believe that the person could fully disrobe in private.
- ~~[(r)]~~ **(s)** "Private area" means the genitals, pubic area, buttocks, or female breast below the top of the areola, where nude or covered by an under-garment.
 (ORC 2907.01 [~~Ord. 91-24. Passed 8-12-24.~~])

533.03 UNLAWFUL SEXUAL CONDUCT WITH A MINOR.

(a) No person, who is eighteen years of age or older, shall engage in sexual conduct with another, ~~[who is not the spouse of the offender,]~~ when the offender knows the other person is thirteen years of age or older but less than sixteen years of age, or the offender is reckless in that regard.
[No further changes to this section]

533.04 SEXUAL IMPOSITION.

(a) No person shall have sexual contact with another; ~~[-not the spouse of the offender;]~~ cause another ~~[-not the spouse of the offender,]~~ to have sexual contact with the offender; or cause two or more **OTHER** persons to have sexual contact when ~~[any of the following applies:~~

- ~~(1)]~~ **(1)** the offender knows that the sexual contact is offensive to the other person, or one of the other persons, or is reckless in that regard.

[No further changes to this section]

533.23 GROOMING.

(a) **AS USED IN THIS SECTION, "PATTERN OF CONDUCT" HAS THE SAME MEANING AS IN OHIO R.C. 2903.211.**

(b) **NO PERSON WHO IS EIGHTEEN YEARS OF AGE OR OLDER SHALL ENGAGE IN A PATTERN OF CONDUCT WITH A MINOR WHO IS LESS THAN SIXTEEN YEARS OF AGE AND WHO IS FOUR OR MORE YEARS YOUNGER THAN THE PERSON, WHEN THE PATTERN OF CONDUCT WOULD CAUSE A REASONABLE ADULT PERSON TO BELIEVE THAT THE PERSON IS COMMUNICATING WITH THE MINOR WITH PURPOSE TO DO EITHER OF THE FOLLOWING:**

- (1) ENTICE, COERCE, OR SOLICIT THE MINOR TO ENGAGE IN SEXUAL ACTIVITY, AND WHEN THE PERSON'S PURPOSE IN ENGAGING IN THE PATTERN OF CONDUCT IS TO ENTICE, COERCE, OR SOLICIT THE MINOR TO ENGAGE IN SEXUAL ACTIVITY WITH THE PERSON OR A THIRD PERSON;
 - (2) PREPARE THE MINOR TO ENGAGE IN SEXUAL ACTIVITY, AND WHEN THE PERSON'S PURPOSE IN ENGAGING IN THE PATTERN OF CONDUCT IS TO PREPARE THE MINOR TO ENGAGE IN SEXUAL ACTIVITY WITH THE PERSON OR A THIRD PERSON THAT WOULD BE A VIOLATION OF OHIO R.C. 2907.02, 2907.03, 2907.04, 2907.05, 2907.06, OR 2907.07.
- (c) NO PERSON WHO IS EIGHTEEN YEARS OF AGE OR OLDER SHALL ENGAGE IN A PATTERN OF CONDUCT WITH A MINOR IF THE PERSON AND THE MINOR ARE IN ANY OF THE RELATIONSHIPS DESCRIBED IN OHIO R.C. 2907.03(A)(5) TO (A)(13), WHEN THE PATTERN OF CONDUCT WOULD CAUSE A REASONABLE ADULT PERSON TO BELIEVE THAT THE PERSON IS COMMUNICATING WITH THE MINOR WITH PURPOSE TO DO EITHER OF THE FOLLOWING:
 - (1) ENTICE, COERCE, OR SOLICIT THE MINOR TO ENGAGE IN SEXUAL ACTIVITY, AND WHEN THE PERSON'S PURPOSE IN ENGAGING IN THE PATTERN OF CONDUCT IS TO ENTICE, COERCE, OR SOLICIT THE MINOR TO ENGAGE IN SEXUAL ACTIVITY WITH THE PERSON OR A THIRD PERSON;
 - (2) PREPARE THE MINOR TO ENGAGE IN SEXUAL ACTIVITY, AND WHEN THE PERSON'S PURPOSE IN ENGAGING IN THE PATTERN OF CONDUCT IS TO PREPARE THE MINOR TO ENGAGE IN SEXUAL ACTIVITY WITH THE PERSON OR A THIRD PERSON THAT WOULD BE A VIOLATION OF OHIO R.C. 2907.02, 2907.03, 2907.04, 2907.05, 2907.06, OR 2907.07.
- (d) WHOEVER VIOLATES THIS SECTION IS GUILTY OF GROOMING.
 - (1) EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION, A VIOLATION OF SUBSECTION (b) OF THIS SECTION IS A MISDEMEANOR OF THE SECOND DEGREE. IF THE VICTIM OF THE OFFENSE IS LESS THAN THIRTEEN YEARS OF AGE OR IF THE OFFENDER SUPPLIED ALCOHOL OR A DRUG OF ABUSE TO THE VICTIM OF THE OFFENSE, A VIOLATION OF SUBSECTION (b) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW. IF THE VICTIM OF THE OFFENSE IS LESS THAN THIRTEEN YEARS OF AGE AND IF THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO A VIOLATION OF THIS SECTION OR A SEXUALLY ORIENTED OFFENSE OR A CHILD-VICTIM ORIENTED OFFENSE OR THE OFFENDER SUPPLIED ALCOHOL OR A DRUG OF ABUSE TO THE VICTIM OF THE OFFENSE, A VIOLATION OF SUBSECTION (b) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW. IF THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO A VIOLATION OF THIS SECTION OR A SEXUALLY ORIENTED OFFENSE OR A CHILD-VICTIM ORIENTED OFFENSE AND THE OFFENDER SUPPLIED ALCOHOL OR A DRUG OF ABUSE TO THE VICTIM OF THE OFFENSE, A VIOLATION OF SUBSECTION (b) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW.
 - (2) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A VIOLATION OF SUBSECTION (c) OF THIS SECTION IS A MISDEMEANOR OF THE FIRST DEGREE. IF THE OFFENDER SUPPLIED ALCOHOL OR A DRUG OF ABUSE TO THE VICTIM OF THE OFFENSE, A VIOLATION OF SUBSECTION (c) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW. IF THE VICTIM OF THE OFFENSE IS LESS THAN THIRTEEN YEARS OF AGE OR IF THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO A VIOLATION OF THIS SECTION OR A SEXUALLY ORIENTED OFFENSE OR A CHILD-VICTIM

ORIENTED OFFENSE, A VIOLATION OF SUBSECTION (c) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW. IF THE VICTIM OF THE OFFENSE IS LESS THAN THIRTEEN YEARS OF AGE AND IF THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO A VIOLATION OF THIS SECTION OR A SEXUALLY ORIENTED OFFENSE OR A CHILD-VICTIM ORIENTED OFFENSE OR THE OFFENDER SUPPLIED ALCOHOL OR A DRUG OF ABUSE TO THE VICTIM OF THE OFFENSE, A VIOLATION OF SUBSECTION (c) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW.

(e) A PROSECUTION FOR A VIOLATION OF THIS SECTION DOES NOT PRECLUDE A PROSECUTION OF A VIOLATION OF ANY OTHER SECTION OF THE THIS CODE OR THE OHIO REVISED CODE. ONE OR MORE ACTS, A SERIES OF ACTS, OR A COURSE OF BEHAVIOR THAT CAN BE PROSECUTED UNDER THIS SECTION OR ANY OTHER SECTION OF THIS CODE OR THE OHIO REVISED CODE MAY BE PROSECUTED UNDER THIS SECTION, THE OTHER SECTION OF THIS CODE OR THE REVISED CODE, OR BOTH SECTIONS.
(ORC 2907.071)

537.02 VEHICULAR HOMICIDE AND MANSLAUGHTER.

(a) No person, while operating or participating in the operation of a motor vehicle, motorcycle, **UTILITY VEHICLE, MINI-TRUCK**, snowmobile, locomotive, watercraft, or aircraft, shall cause the death of another or the unlawful termination of another's pregnancy in any of the following ways:

(1) **AS THE PROXIMATE RESULT OF COMMITTING AN OVI OFFENSE.**

(2) **IN ONE OF THE FOLLOWING WAYS:**

A. **RECKLESSLY;**

B. **AS THE PROXIMATE RESULT OF COMMITTING, WHILE OPERATING OR PARTICIPATING IN THE OPERATION OF A MOTOR VEHICLE, UTILITY VEHICLE, MINI-TRUCK, OR MOTORCYCLE IN A CONSTRUCTION ZONE, A RECKLESS OPERATION OFFENSE, PROVIDED THAT THIS DIVISION APPLIES ONLY IF THE PERSON WHOSE DEATH IS CAUSED OR WHOSE PREGNANCY IS UNLAWFULLY TERMINATED IS IN THE CONSTRUCTION ZONE AT THE TIME OF THE OFFENDER'S COMMISSION OF THE RECKLESS OPERATION OFFENSE IN THE CONSTRUCTION ZONE AND DOES NOT APPLY AS DESCRIBED IN SUBSECTION (d) OF THIS SECTION.**

(3) **IN ONE OF THE FOLLOWING WAYS:**

~~[(1)]~~ A. Negligently;

B. As the proximate result of committing, while operating or participating in the operation of a motor vehicle, **UTILITY VEHICLE, MINI-TRUCK**, or motorcycle in a construction zone, a speeding offense, provided that this subsection applies only if the person whose death is caused or whose pregnancy is unlawfully terminated is in the construction zone at the time of the offender's commission of the speeding offense in the construction zone and does not apply as described in subsection (d) of this section.

~~[(2)]~~ (4) As the proximate result of committing a violation of any provision of any section contained in Title XLV of the Ohio Revised Code that is a minor misdemeanor or of a municipal ordinance that, regardless of the penalty set by ordinance for the violation, is substantially equivalent to any provision of any section contained in Title XLV of the Ohio Revised Code that is a minor misdemeanor.

~~[(Ord. 139-07. Passed 11-19-07.)]~~

(b) (1) Whoever violates subsection ~~[(a)(1)]~~ (a)(3) of this section is guilty of vehicular

homicide. Except as otherwise provided in this subsection, vehicular homicide is a misdemeanor of the first degree. Vehicular homicide is a felony and shall be prosecuted under appropriate State law if, at the time of the offense, the offender was driving under a suspension or cancellation imposed under Ohio R.C. Chapter 4510 or any other provision of the Ohio Revised Code or was operating a motor vehicle or motorcycle, did not have a valid driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege, and was not eligible for renewal of the offender's driver's license or commercial driver's license without examination under Ohio R.C. 4507.10 or if the offender previously has been convicted of or pleaded guilty to a violation of this section or any traffic-related homicide, manslaughter or assault offense. ~~[The court shall impose a mandatory jail term on the offender when required by Ohio R.C. 2903.06(E).]~~

- (2) Whoever violates subsection ~~[(a)(2)]~~ **(a)(4)** of this section is guilty of vehicular manslaughter. Except as otherwise provided in this subsection, vehicular manslaughter is a misdemeanor of the second degree. Vehicular manslaughter is a misdemeanor of the first degree if, at the time of the offense, the offender was driving under a suspension or cancellation imposed under Ohio R.C. Chapter 4510 or any other provision of the Ohio Revised Code or was operating a motor vehicle or motorcycle, did not have a valid driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege, and was not eligible for renewal of the offender's driver's license or commercial driver's license without examination under Ohio R.C. 4507.10 or if the offender previously has been convicted of or pleaded guilty to a violation of this section or any traffic-related homicide, manslaughter, or assault offense.
(Ord. 145-09. Passed 12-14-09.)

(c) The court shall impose a mandatory jail term of at least fifteen days on an offender who is convicted of or pleads guilty to a violation of subsection ~~[(a)(1)B.]~~ **(a)(3)B.** of this section and may impose upon the offender a longer jail term as authorized pursuant to Section 501.99. ~~[The court shall impose a mandatory prison term on an offender who is convicted of or pleads guilty to a violation of subsection (a)(1)A. hereof if either of the following applies:~~

- (1) ~~— The offender previously has been convicted of or pleaded guilty to a violation of this section or Ohio R.C. 2903.06 or 2903.08.
(Ord. 139-07. Passed 11-19-07.)~~
- (2) ~~— At the time of the offense, the offender was driving under suspension or cancellation under Ohio R.C. Chapter 4510 or any other provision of the Ohio Revised Code or was operating a motor vehicle or motorcycle, did not have a valid driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege, and was not eligible for renewal of the offender's driver's license or commercial driver's license without examination under Ohio R.C. 4507.10. (Ord. 145-09. Passed 12-14-09.)]~~

(d) Subsection ~~[(a)(1)B.]~~ **(a)(2)B. AND (a)(3)B.** does not apply in a particular construction zone unless signs of the type described in Ohio R.C. 2903.081 are erected in that construction zone in accordance with the guidelines and design specifications established by the Director of Transportation under Ohio R.C. 5501.27. The failure to erect signs of the type described in Ohio R.C. 2903.081 in a particular construction zone in accordance with those guidelines and design specifications does not limit or affect the application of subsections ~~[(a)(1)A. or (a)(2)]~~ **(a)(1), (a)(2)A., (a)(3)A., OR (a)(4)** of this section in that construction zone or the prosecution of any person who violates any of those subsections in that construction zone.

- (e) As used in this section:

- (1) **"CONSTRUCTION ZONE" HAS THE SAME MEANING AS IN OHIO R.C. 5501.27.**
- ~~[(1)]~~ (2) "Mandatory prison term" and "mandatory jail term" have the same meanings as in Ohio R.C. 2929.01.
- (3) **"MOTOR VEHICLE", "MINI-TRUCK" AND "UTILITY VEHICLE" HAVE THE SAME MEANING AS IN OHIO R.C. 4501.01.**
- (4) **"OVI OFFENSE" MEANS A VIOLATION OF OHIO R.C. 4511.19(A), A VIOLATION OF OHIO R.C. 1547.11(A), A VIOLATION OF OHIO R.C. 4561.15(A)(3), OR A SUBSTANTIALLY EQUIVALENT MUNICIPAL ORDINANCE.**
- (5) **"RECKLESS OPERATION OFFENSE" MEANS A VIOLATION OF OHIO R.C. 4511.20 OR A MUNICIPAL ORDINANCE SUBSTANTIALLY EQUIVALENT TO OHIO R.C. 4511.20.**
- (6) **"SPEEDING OFFENSE" MEANS A VIOLATION OF OHIO R.C. 4511.21 OR A MUNICIPAL ORDINANCE PERTAINING TO SPEED.**
- ~~[(2)]~~ (7) "Traffic-related homicide, manslaughter or assault offense" means a violation of Ohio R.C. 2903.04 in circumstances in which division (D) of that section applies, a violation of Ohio R.C. 2903.06 or 2903.08, or a violation of Ohio R.C. 2903.06, 2903.07 or 2903.08 as they existed prior to March 23, 2000.
- ~~[(3)]~~ ~~"Construction zone" has the same meaning as in Ohio R.C. 5501.27.~~
- ~~(4)~~ ~~"Speeding offense" means a violation of Ohio R.C. 4511.21 or a municipal ordinance pertaining to speed.]~~

[No further changes to this section]

537.021 VEHICULAR ASSAULT IN A CONSTRUCTION ZONE.

(a) No person, while operating or participating in the operation of a motor vehicle, motorcycle, **UTILITY VEHICLE, MINI-TRUCK**, snowmobile, locomotive, watercraft, or aircraft, shall cause serious physical harm to another person or another's unborn as the proximate result of committing, while operating or participating in the operation of a motor vehicle, **UTILITY VEHICLE, MINI-TRUCK**, or motorcycle in a construction zone, a speeding offense. This subsection applies only if the person to whom the serious physical harm is caused or to whose unborn the serious physical harm is caused is in the construction zone at the time of the offender's commission of the speeding offense in the construction zone and does not apply as described in subsection (d) hereof.

[No further changes to this section]

537.14 DOMESTIC VIOLENCE.

[No changes to this section until paragraph (d)(4)]

- (d) (1)
- (4) If the offender previously has pleaded guilty to or been convicted of two or more offenses of domestic violence or two or more violations or offenses of the type described in subsection (d)(3) of this section involving a person who was a family or household member at the time of the violations or offenses, a violation of subsection (a) or (b) of this section is a felony ~~[and shall]~~ **TO** be prosecuted under appropriate state law. ~~[and a]~~ A violation of subsection (c) of this section is a misdemeanor of the first degree. **IF THE OFFENDER PREVIOUSLY HAS PLEADED GUILTY TO OR BEEN CONVICTED OF TWO OR MORE OFFENSES OF DOMESTIC VIOLENCE OR TWO OR MORE VIOLATIONS OR OFFENSES OF THE TYPE DESCRIBED IN SUBSECTION (d)(3) OF THIS SECTION INVOLVING A PERSON WHO WAS A FAMILY OR HOUSEHOLD MEMBER AT THE TIME OF THE VIOLATIONS OR OFFENSES, AND THE OFFENDER KNEW THAT THE VICTIM OF THE VIOLATION WAS PREGNANT AT THE TIME OF THE VIOLATION, A VIOLATION OF SUBSECTION**

**(a) OR (b) OF THIS SECTION IS A FELONY TO BE PROSECUTED UNDER
APPROPRIATE STATE LAW. [~~Ord. 31-04. Passed 2-23-04.~~]**

[No further changes to this section]

537.16 ILLEGAL DISTRIBUTION OF CIGARETTES, OTHER TOBACCO PRODUCTS, OR ALTERNATE NICOTINE PRODUCTS; TRANSACTION SCANS.

[No changes to this section until paragraph (a)(8)]

(a) Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternative Nicotine Products.

(8) A. NOTWITHSTANDING OHIO R.C. 2929.28(A)(2), IF AN OFFENDER IS CONVICTED OF OR PLEADS GUILTY TO A VIOLATION OF SUBSECTION (a)(2)A. OF THIS SECTION, THE COURT SHALL IMPOSE A FINE IN THE FOLLOWING AMOUNT:

- 1. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS (a)(8)A.2., (a)(8)A.3., (a)(8)A.4., AND (a)(8)A.5. OF THIS SECTION, NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250.00);**
- 2. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS (a)(8)A.3., (a)(8)A.4., AND (a)(8)A.5. OF THIS SECTION, IF AN OFFENDER HAS PREVIOUSLY BEEN CONVICTED OF OR PLEADED GUILTY TO A VIOLATION OF SUBSECTION (a)(2)A. OF THIS SECTION OR A SUBSTANTIALLY EQUIVALENT STATE LAW OR MUNICIPAL ORDINANCE, NOT MORE THAN FIVE HUNDRED DOLLARS (\$500.00);**
- 3. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS (a)(8)A.4. AND (a)(8)A.5. OF THIS SECTION, IF AN OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO TWO OR MORE VIOLATIONS OF SUBSECTION (a)(2)A. OF THIS SECTION OR A SUBSTANTIALLY EQUIVALENT STATE LAW OR MUNICIPAL ORDINANCE, FIVE HUNDRED DOLLARS (\$500.00);**
- 4. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (a)(8)A.5. OF THIS SECTION, IF AN OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO THREE OR MORE VIOLATIONS OF SUBSECTION (a)(2)A. OF THIS SECTION OR A SUBSTANTIALLY EQUIVALENT STATE LAW OR MUNICIPAL ORDINANCE, ONE THOUSAND DOLLARS (\$1,000.00);**
- 5. IF AN OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO FOUR OR MORE VIOLATIONS OF SUBSECTION (a)(2)A. OF THIS SECTION OR A SUBSTANTIALLY EQUIVALENT STATE LAW OR MUNICIPAL ORDINANCE, ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500),**

B. THE FINANCIAL SANCTIONS REQUIRED BY SUBSECTION (a)(8)A. OF THIS SECTION ARE IN LIEU OF THE FINANCIAL SANCTIONS DESCRIBED IN OHIO R.C. 2929.28(A)(2), BUT ARE IN ADDITION TO ANY OTHER SANCTIONS OR PENALTIES THAT MAY APPLY TO THE OFFENDER, INCLUDING OTHER FINANCIAL SANCTIONS UNDER THAT SECTION OR A JAIL TERM UNDER OHIO R.C. 2929.24.

[~~(8)~~] (9) Whoever violates subsection (a)(2)C. of this section is guilty of permitting a person under twenty-one years of age to use cigarettes, other tobacco products, or alternative nicotine products. Except as otherwise provided in this division, permitting a person under twenty-one years of age to use cigarettes, other tobacco products, or alternative nicotine products is a misdemeanor of the fourth

degree. If the offender previously has been convicted of a violation of subsection (a)(2)C. of this section or a substantially equivalent state law or municipal ordinance, permitting a person under twenty-one years of age to use cigarettes, other tobacco products, or alternative nicotine products is a misdemeanor of the third degree.

~~[(9)]~~ **(10)** Any cigarettes, other tobacco products, alternative nicotine products, or papers used to roll cigarettes that are given, sold, or otherwise distributed to a person under twenty-one years of age in violation of this section and that are used, possessed, purchased, or received by a person under twenty-one years of age in violation of Ohio R.C. 2151.87 are subject to seizure and forfeiture as contraband under Ohio R.C. Chapter 2981. (ORC 2927.02)

[No further changes to this section]

541.10 VEHICULAR VANDALISM.

(a) As used in this section:

- (1) "Highway" means any highway as defined in Section ~~[301.42]~~ **301.84** of the Traffic Code or any lane, road, street, alley, bridge, or overpass.
- (2) "Alley", "street", and "vehicle" have the same meanings as in Chapter 301 of the Traffic Code.
- (3) "Vessel" and "waters in this State" have the same meanings as in Ohio R.C. 1546.01.

~~[(Ord. 101-16. Passed 12-5-16.)]~~

545.01 DEFINITIONS.

[No changes to this section until paragraph (k)(1)]

(k) "Theft offense" means any of the following:

- (1) A violation of Ohio R.C. 2911.01, 2911.02, 2911.11, 2911.12, 2911.13, 2911.31, 2911.32, 2913.02, 2913.03, 2913.04, 2913.041, **2913.08**, 2913.11, 2913.21, 2913.31, 2913.32, 2913.33, 2913.34, 2913.40, 2913.42 to 2913.45, 2913.47, 2913.48, 2913.51, 2915.05, 2915.06 or 2921.41.

[No further changes to this section]

545.05 MISDEMEANOR THEFT.

(a) No person, with purpose to deprive the owner of property or services, shall knowingly obtain or exert control over either the property or services in any of the following ways:

- (1) Without the consent of the owner or person authorized to give consent;
- (2) Beyond the scope of the express or implied consent of the owner or person authorized to give consent;
- (3) By deception;
- (4) By threat;
- (5) By intimidation. ~~[(Ord. 145-09. Passed 12-14-09.)]~~

(b) **(1)** Whoever violates this section is guilty of ~~[misdemeanor]~~ theft. **EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION, A VIOLATION OF THIS SECTION IS MISDEMEANOR THEFT**, a misdemeanor of the first degree. If **THE ELEMENTS SET FORTH IN OHIO R.C. 2913.02(B) FOR** ~~[any of the following criteria are met, then a violation of this section is a]~~ **felony THEFT, GRAND THEFT, OR AGGRAVATED THEFT ARE MET, THEN A VIOLATION OF THIS SECTION IS A FELONY** to be prosecuted under appropriate state law.[:

- ~~(1) The value of the property or services stolen is one thousand dollars (\$1,000) or more; or~~

- (2) — If the property stolen is any of the property listed in Ohio R.C. 2913.71;
- (3) — The victim of the offense is an elderly person, disabled adult, active duty service member, or spouse of an active duty service member, or
- (4) — The property stolen is a firearm or dangerous ordnance, or
- (5) — The property stolen is a motor vehicle, or
- (6) — The property stolen is any dangerous drug, or
- (7) — The property stolen is a police dog or horse or an assistance dog and the offender knows or should know that the property stolen is a police dog or horse or an assistance dog, or
- (8) — The property stolen is anhydrous ammonia, or
- (9) — The property stolen is a special purpose article as defined in Ohio R.C. 4737.04 or a bulk merchandise container as defined in Ohio R.C. 4737.012. (Ord. 91-24. Passed 8-12-24.)

[(e)] **(2)** In addition to the penalties described in subsection (b)(1) of this section, if the offender committed the violation by causing a motor vehicle to leave the premises of an establishment at which gasoline is offered for retail sale without the offender making full payment for gasoline that was dispensed into the fuel tank of the motor vehicle or into another container, the court may do one of the following:

- [(1)] **A.** Unless subsection [(e)(2)] **(b)(2)B.** of this section applies, suspend for not more than six months the offender's driver's license, probationary driver's license, commercial driver's license, temporary instruction permit, or nonresident operating privilege;
- [(2)] **B.** If the offender's driver's license, probationary driver's license, commercial driver's license, temporary instruction permit, or nonresident operating privilege has previously been suspended pursuant to subsection [(e)(1)] **(b)(2)A.** of this section, **OR ANY OTHER SUBSTANTIALLY EQUIVALENT STATE OR LOCAL LAW,** impose a class seven suspension of the offender's license, permit, or privilege from the range specified in Ohio R.C. 4510.02(A)(7), provided that the suspension shall be for at least six months[-];
- [(3)] **C.** The court, in lieu of suspending the offender's driver's or commercial driver's license, probationary driver's license, temporary instruction permit, or nonresident operating privilege pursuant to subsection [s] [(e)(1) or (2)] **(b)(2)A. OR (b)(2)B.** of this section, instead may require the offender to perform community service for a number of hours determined by the court.
[(Ord. 103-12. Passed 11-26-12.)]

[(d)] **(3)** In addition to the penalties described in subsection (b)(1) **OF THIS SECTION,** [hereof,] if the offender committed the violation by stealing rented property or rental services, the court may order that the offender make restitution pursuant to Ohio R.C. 2929.18 or **OHIO R.C. 2929.28.** Restitution may include, but is not limited to, the cost of repairing or replacing the stolen property, or the cost of repairing the stolen property and any loss of revenue resulting from deprivation of the property due to theft of rental services that is less than or equal to the actual value of the property at the time it was rented. Evidence of intent to commit theft of rented property or rental services shall be determined pursuant to the provisions of Ohio R.C. 2913.72.

[(e)] **(c)** The sentencing court that suspends an offender's license, permit, or nonresident operating privilege under subsection [(e)] **(b)(2)** of this section may grant the offender limited driving privileges during the period of the suspension in accordance with Ohio R.C. Chapter 4510.
[(Ord. 145-09. Passed 12-14-09.)] **(ORC 2913.02)**

549.14 CONCEALED HANDGUN LICENSES; POSSESSION OF REVOKED OR SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING SIGNS PROHIBITING POSSESSION.

[No changes to this section until paragraph (b)(3)B.4.]

(b)

(3)

B.

4. A NONPROFIT CORPORATION SHALL BE IMMUNE FROM LIABILITY IN A CIVIL ACTION FOR ANY INJURY, DEATH, OR LOSS TO PERSON OR PROPERTY THAT ALLEGEDLY WAS CAUSED BY OR RELATED TO A LICENSEE BRINGING A HANDGUN ONTO THE PREMISES OF THE NONPROFIT CORPORATION, INCLUDING ANY MOTOR VEHICLE OWNED BY THE NONPROFIT CORPORATION, OR TO ANY EVENT ORGANIZED BY THE NONPROFIT CORPORATION, UNLESS THE NONPROFIT CORPORATION ACTED WITH MALICIOUS PURPOSE. A NONPROFIT CORPORATION IS IMMUNE FROM LIABILITY IN A CIVIL ACTION FOR ANY INJURY, DEATH, OR LOSS TO PERSON OR PROPERTY THAT ALLEGEDLY WAS CAUSED BY OR RELATED TO THE NONPROFIT CORPORATION'S DECISION TO PERMIT A LICENSEE TO BRING A HANDGUN ONTO THE PREMISES OF THE NONPROFIT CORPORATION OR TO ANY EVENT ORGANIZED BY THE NONPROFIT CORPORATION. THE IMMUNITIES DESCRIBED IN THIS DIVISION APPLY TO AN ENTITY THAT LEASES ITS PROPERTY TO THE NONPROFIT CORPORATION OR PERMITS ITS PROPERTY TO BE USED BY THE NONPROFIT CORPORATION FOR ANY PURPOSE.

[No further changes until paragraph (b)(5)D.]

(b)

(5)

D. A FIRE INVESTIGATOR WHO IS QUALIFIED TO CARRY FIREARMS WHILE ON DUTY UNDER OHIO R.C. 109.774 HAS THE SAME RIGHT TO CARRY A CONCEALED HANDGUN IN THIS STATE AS A PERSON WHO WAS ISSUED A CONCEALED HANDGUN LICENSE UNDER OHIO R.C. 2923.125.

[No further changes to this section]



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: Public Utilities

Subject:

Real Estate exchange with Hamilton

Legislation Title:

Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio, and appropriate the funding necessary for the exchange.

Discussion:

The City of Fairfield desires to exchange certain properties with the City of Hamilton for future development purposes.

In accordance with the provisions outlined in the Real Estate Exchange Agreement (attached), this legislation will authorize the City Manager to execute the agreement and all documents required to complete the transaction and appropriate the funding necessary for the exchange.

Additionally, this legislation will authorize the City Manager to assign its rights as permitted in an existing easement on parcel no. A0700-010-000-072 (lot 14144) to the City of Hamilton for the maintenance of sanitary control around a future public water supply well.

This Agreement will supersede the previous Real Estate Exchange Agreement as approved by Council via Ordinance 14-25.

Financial Impact:

This real estate agreement specifies that the City of Fairfield will pay \$2,000,000 to the City of Hamilton. Previous Council legislation (Ordinances 4-25; 8-25; 14-25) appropriated \$1,750,000 towards this purpose. Additional funding in the amount of \$250,000 will be needed in advance of agreement execution; the funding source to be used by the City is the Transformative Economic Development (TED) fund. This project is included in the approved 2025-2029 Capital

Improvement Plan under project 5WT24.

Emergency Provision:

No

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. 12022025 Fairfield-Hamilton Real Estate Exchange Agreement FINAL
2. 12022025 Exhibit 1 - ACCESS AND UTILITY EASEMENT - FINAL
3. 12022025 Exhibit 2 - ACCESS AND UTILITY EASEMENT-RIVER - FINAL
4. 120220205 Exhibit 3 - ISOLATION RADIUS EASEMENT-RIVER - FINAL
5. City of Hamilton-Ord

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 20____, between the **CITY OF HAMILTON, OHIO**, an Ohio Municipal corporation ("HAMILTON"), and the **CITY OF FAIRFIELD, OHIO**, an Ohio Municipal corporation ("FAIRFIELD"), (collectively, the "PARTIES").

WHEREAS, HAMILTON is the owner of that certain property located at **Nilles Road and Wessel Drive** in the CITY OF FAIRFIELD, Butler County, Ohio being approximately 4.861 acres identified as tax parcel number A0700-011.000-001 as more fully described in Exhibit "A" attached hereto ("**Parcel A**").

WHEREAS, FAIRFIELD is the owner of that certain property located at **5753 River Road** in the CITY OF FAIRFIELD, Butler County, Ohio being approximately 5.04 acres identified as tax parcel number A0700-010.000-073 as more fully described in Exhibit "B" attached hereto ("**Parcel B**").

WHEREAS, HAMILTON is the owner of that certain property located at **6310 River Road** in the CITY OF FAIRFIELD, Butler County, Ohio being approximately 4.7470 acres identified as tax parcel number A0700-010.000-028 as more fully described in Exhibit "C" attached hereto ("**Parcel C**").

WHEREAS, FAIRFIELD is the owner of that certain property located at **6300 River Road** in the CITY OF FAIRFIELD, Butler County, Ohio being approximately 4.7470 acres identified as tax parcel number A0700-010.000-076 as more fully described in Exhibit "D" attached hereto ("**Parcel D**").

WHEREAS, the PARTIES previously entered into that certain Real Estate Exchange Agreement dated March 24, 2025 (executed FAIRFIELD) and April 7, 2025 (executed by HAMILTON), and now desire to supersede and replace that agreement in its entirety with this Agreement.

NOW THEREFORE. In consideration of and subject to the terms and conditions stated herein, HAMILTON and FAIRFIELD agree as follows:

1. FAIRFIELD agrees to sell and convey to HAMILTON good and marketable fee simple title to Parcel D.

2. HAMILTON agrees to sell and convey to FAIRFIELD good and marketable fee simple title to Parcels A & C. FAIRFIELD acknowledges and agrees that it has been or will be provided with an adequate opportunity to inspect Parcels A and C and that such Parcels and all improvements thereon, are being sold to FAIRFIELD in their "**AS IS, WHERE IS**" condition "**with all faults**". HAMILTON has made no representations or warranties regarding such Parcels, including without limitation any representations or warranties relating to the condition of the Parcels or the presence of Hazardous Substances (as defined below) in, on, under or in the vicinity of such Parcels, or any other matter or thing with respect to the Parcels. FAIRFIELD hereby releases and fully discharges HAMILTON from any and all claims, demands, causes of action (or settlement thereof), losses, damages, liabilities, fines, penalties, costs and expenses (including attorney's fees and expenses), whether asserted or unasserted, known or unknown, liquidated or contingent, or in existence or

arising hereafter, and whether based on negligence, intentional acts, statutes, or any other theory, arising from or relating to such Parcels, including, without limitation, physical conditions and the presence of any Hazardous Substances at, under, from, to or on such Parcels. As used herein, "Hazardous Substances" shall mean pollutants, wastes, contaminants, or chemical, industrial, hazardous, explosive or toxic materials, substances, or wastes, including, without limitation, any "hazardous substance" as defined in Section 101(14) of CERCLA, asbestos, and petroleum, oil or petroleum or oil products and derivatives and emerging contaminants of concern, including without limitation, per- and poly-fluoroalkyl substances ("PFAS").

3. FAIRFIELD agrees to grant to HAMILTON an ingress, egress and utility easement upon, over and across Parcel B. The purpose of this easement is to allow HAMILTON to install a future water supply well and associated infrastructure on Parcel B. The easement shall be substantially in the form of, and containing the provisions set forth in, the Access and Utility Easement attached hereto as Exhibit 1. FAIRFIELD agrees to grant to HAMILTON a wellhead protection isolation radius easement upon Parcel B and such area adjacent to Parcel B owned or controlled by the CITY OF FAIRFIELD at such time as a location for a future well is selected on Parcel B.

4. FAIRFIELD agrees to grant to HAMILTON an ingress, egress and utility easement upon over and across the property located at 6310 River Road in the area shown on Exhibit D-1 and labeled Future 25' Access & Utility Easement to provide HAMILTON access to Parcel D. The easement shall be substantially in the form of, and containing the provisions set forth in, the Access and Utility Easement attached hereto as Exhibit 2.

5. FAIRFIELD agrees to grant to HAMILTON a wellhead protection isolation radius easement(s) in the areas being a part of Parcel C and the property located at 6310 River Road adjacent to Parcel D in the area shown on Exhibit D-1 and labeled Future 300' isolation radius. The easement shall be substantially in the form of, and containing the provisions set forth in, the Isolation Radius Easement attached hereto as Exhibit 3.

6. Intentionally left blank.

7. Intentionally left blank.

8.1 At closing, FAIRFIELD shall deliver the following:

A. General Warranty Deed, conveying Parcel D to HAMILTON in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.

B. The Easements set forth in in paragraphs 3, 4 & 5 substantially in the form attached hereto as Exhibits 1, 2 and 3.

8.2 At closing, HAMILTON shall deliver the following:

A. General Warranty Deed, conveying Parcels A and C to FAIRFIELD in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.

B. The Easements set forth in paragraphs 3, 4 & 5 substantially in the form attached hereto as Exhibits 1, 2 & 3. this agreement.

9. At Closing, FAIRFIELD agrees to pay HAMILTON Two Million and 00/100 Dollars (\$2,000,000) for this property exchange.

10. After closing, HAMILTON will remove from Parcel A all existing pumping equipment, motor(s), control panel(s), electrical equipment, etc. as associated with Well #11. HAMILTON will also cap and seal Well #11 in accordance with applicable federal, state and local standards. This work will be completed within 120 days of closing, after which time FAIRFIELD will assume exclusive control and possession of Parcel A.

11. Following HAMILTON's abandonment of existing Well #11, FAIRFIELD will be responsible for demolition and removal of the existing well house and pavement.

12. FAIRFIELD will coordinate and pay for all necessary survey work, lot split and real estate transaction documentation and closing costs associated with the real estate conveyances required herein to complete the real estate transfers. FAIRFIELD agrees to pay the conveyance fee, if any, owing to the Butler County Auditor as a result of this transaction and the cost for preparation of the deeds conveying title as called for herein and for all recording fees. Each party shall be responsible for its own attorney's fees and each party shall bear the cost of any title examination or policies of title insurance insuring title to the property being acquired by them.

13. Risk of damage to the respective properties prior to closing, except for damage caused by the negligent or willful acts of either party, is assumed by the then owner of each of the properties, respectively.

14. This agreement fully supersedes and replaces the Real Estate Exchange Agreement signed by FAIRFIELD on March 24, 2025 and signed by HAMILTON on April 7, 2025. The PARTIES shall have no further obligations under said agreement, it being the intent of the PARTIES that all obligations of the PARTIES have been set forth in this agreement.

15. This Agreement may be executed by the PARTIES in any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same Agreement. The PARTIES agree hereto that facsimile or similar electronically transmitted signature pages signed by the PARTIES hereto shall be binding to the same extent as original signature pages.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Butler County, in the State of Ohio, and the PARTIES hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

[SIGNATURE PAGE TO FOLLOW]

In witness thereof, the PARTIES hereto have executed or caused to be executed by their duly authorized officials, this agreement effective on the date first above written.

CITY OF HAMILTON, OHIO

CITY OF FAIRFIELD, OHIO

By: Craig R. Bucheit, City Manager

By: Scott W. Timmer, City Manager

Dated: _____

Dated: _____

Approved as to Form:

Approved as to Form:

Letitia S. Block
Director of Law
City of Hamilton, Ohio

Stephen J. Wolterman
Assistant Law Director
City of Fairfield, Ohio

EXHIBIT "A"

Entire Lot Numbered 329 as the same is known and designated upon the list of lots in the CITY OF FAIRFIELD, Butler County, Ohio. Save and except parts of lot 329 conveyed to the CITY OF FAIRFIELD by deeds recorded in Volume 1510 Page 647 and Volume 1659, Page 193 of the Butler County Ohio Deed Records.

A0700-011.000-001

EXHIBIT "B"

Being Entire Lot 14145 in the CITY OF FAIRFIELD Butler County, Ohio containing approximately 5.04 acres of land more or less.

A0700-010.000-073

EXHIBIT "C"

Being Entire Lot 316 in the CITY OF FAIRFIELD Butler County, Ohio containing approximately 4.747 acres of land more or less.

A0700-010.000-028

EXHIBIT "D"

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

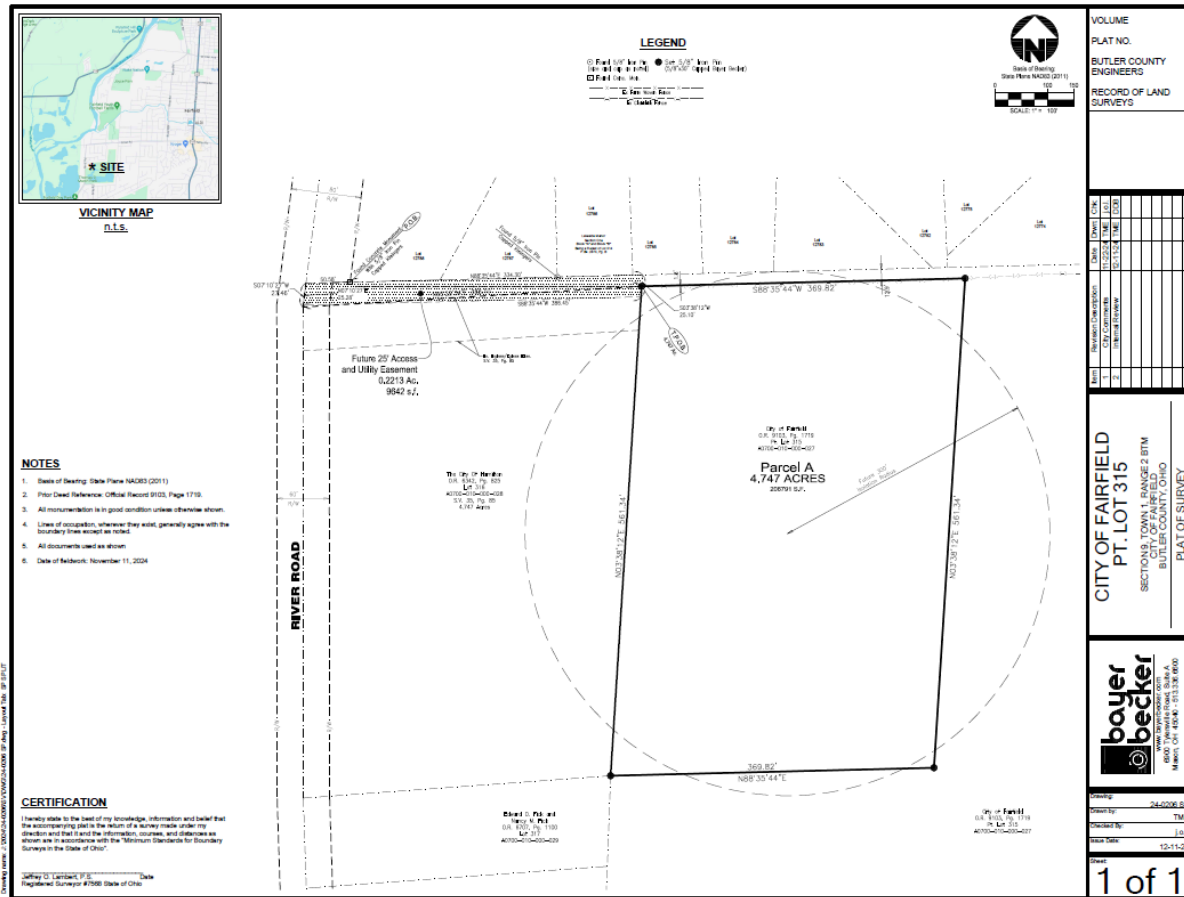
Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

A0700-010.000-076

EXHIBIT "D-1"



(ABOVE LINE FOR RECORDER'S USE ONLY)

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this “Agreement”) is entered into as of this ____ day of _____, 2025, by and between **CITY OF FAIRFIELD, OHIO**, an Ohio municipal corporation (hereinafter “Grantor”) and **CITY OF HAMILTON, OHIO**, an Ohio municipal corporation (hereinafter “Grantee”), under the following circumstances:

A. Grantor is the fee owner of that certain parcel of real estate located at 5753 River Road, Fairfield, Ohio, described on **Exhibit A** attached hereto and made a part hereof (“Grantor’s Property”);

B. Grantor is willing to grant to Grantee certain easements on, over and across Grantor’s Property, as further provided for herein.

NOW, THEREFORE, in consideration of the agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Access and Utility Easement.**

(a) Grantor hereby grants to Grantee, its successors and assigns a perpetual, non-exclusive easement for the installation, maintenance and repair of a water supply well and associated infrastructure upon Grantor’s property and for access, ingress and egress, for pedestrian and vehicular traffic, on, over and across Grantor’s Property (“Access and Utility Easement”).

(b) Grantor hereby grants to Grantee, its successor and assigns, a perpetual, non-exclusive easement to construct, operate, maintain, repair, replace and/or remove above and/or underground facilities (“Utility Lines”) that may be necessary for the supply of gas, water, electrical power or other utilities under and through Grantor’s Property.

(c) Grantee agrees that Grantor shall be permitted to install paved or unpaved paths and trails and/or a paved parking lot upon and across Grantor’s Property but that Grantor shall not construct any potential sources of contamination of Grantee’s public water well, and

shall not use, generate, store, treat, dispose or release any Hazardous Substances (as defined below), on Grantor's Property. As used herein, "Hazardous Substances" shall mean pollutants, wastes, contaminants, or chemical, industrial, hazardous, explosive or toxic materials, substances, or wastes, including, without limitation, any "hazardous substance" as defined in Section 101(14) of CERCLA, asbestos, and petroleum, oil or petroleum or oil products and derivatives and emerging contaminants of concern, including without limitation, per- and poly-fluoroalkyl substances ("PFAS").

2. Repair and Maintenance. Grantee shall, at its sole cost and expense, maintain and keep the water supply well and associated infrastructure and Utility Lines in good condition and repair and in full compliance with all applicable laws.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

4. Binding Effect; Covenant Running with Land. All easements created and granted in this Agreement shall exist by virtue of this Agreement without the necessity of confirmation by any other document, and shall be perpetual, non-exclusive and irrevocable and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns in interest to their respective properties.

5. No Rights in Public; No Implied Easements. Nothing in this Agreement shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement.

6. No Waiver. The failure of any Owner in any one or more instances, to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant, including the right to cure a breach or default, but the same shall continue and remain in full force and affect, as if no such forbearance has occurred.

[The Remainder of this Page is Intentionally Left Blank]

The parties have executed this Agreement as of the dates written below.

GRANTOR:

CITY OF FAIRFIELD, OHIO,
an Ohio municipal corporation

By: _____
Name: **SCOTT W. TIMMER**
Title: City Manager

STATE OF OHIO)
)ss:
COUNTY OF BUTLER)

The foregoing instrument was signed, acknowledged, subscribed and sworn to before me this ____ day of _____, 2025, by **SCOTT W. TIMMER**, as City Manager of CITY OF FAIRFIELD, OHIO, an Ohio municipal corporation.

Notary Public
My Commission expires:_____

CITY OF HAMILTON, OHIO,
an Ohio municipal corporation

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Notary Public
My Commission expires:_____

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EXHIBIT “A”

Being Entire Lot 14145 in the City of FAIRFIELD Butler County, Ohio containing approximately 5.04 acres of land more or less.

A0700-010.000-073

(ABOVE LINE FOR RECORDER'S USE ONLY)

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this “Agreement”) is entered into as of this ____ day of _____, 2025, by and between **CITY OF FAIRFIELD, OHIO**, an Ohio municipal corporation (hereinafter “Grantor”) and **CITY OF HAMILTON, OHIO**, an Ohio municipal corporation (hereinafter “Grantee”), under the following circumstances:

A. Grantor is the fee owner of that certain real estate located at River Road, Fairfield, Ohio, described on **Exhibit A** attached hereto and made a part hereof (“Grantor’s Property”);

B. Grantee is the fee owner of certain real estate which is contiguous to Grantor’s Property, consisting of approximately 4.747 acres of land and more particularly described on **Exhibit B** attached hereto and made a part hereof (“Grantee’s Property”);

C. Grantor is willing to grant to Grantee certain easements on, over and across a portion of Grantor’s Property, as further provided for herein.

NOW, THEREFORE, in consideration of the agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Access and Utility Easement.**

(a) Grantor hereby grants to Grantee, its successors and assigns, for the benefit of Grantee’s Property, a perpetual, non-exclusive appurtenant easement for access, ingress and egress, for pedestrian and vehicular traffic (“Access and Utility Easement”), on, over and across a portion of Grantor’s Property as generally depicted on the Site Plan attached hereto as **Exhibit C** and made a part hereof and as more particularly described on **Exhibit D** attached hereto and made a part hereof (the “Easement Area”).

(b) Grantor hereby grants to Grantee, its successor and assigns, for the benefit of Grantee’s Property, a perpetual, non-exclusive appurtenant easement to construct, operate, maintain, repair, replace and/or remove above and/or underground facilities (“Utility Lines”) that

may be necessary for the supply of gas, water, electrical power or other utilities under and through the Easement Area.

2. Repair and Maintenance. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area and Utility Lines in good condition and repair and in full compliance with all applicable laws.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

4. Binding Effect; Covenant Running with Land. All easements created and granted in this Agreement shall exist by virtue of this Agreement without the necessity of confirmation by any other document, and shall be perpetual, non-exclusive and irrevocable and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns in interest to their respective properties.

5. No Rights in Public; No Implied Easements. Nothing in this Agreement shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement.

6. No Waiver. The failure of any Owner in any one or more instances, to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant, including the right to cure a breach or default, but the same shall continue and remain in full force and affect, as if no such forbearance has occurred.

[The Remainder of this Page is Intentionally Left Blank]

The parties have executed this Agreement as of the dates written below.

GRANTOR:

CITY OF FAIRFIELD, OHIO,
an Ohio municipal corporation

By: _____
Name: **SCOTT W. TIMMER**
Title: City Manager

STATE OF OHIO)
)ss:
COUNTY OF BUTLER)

The foregoing instrument was signed, acknowledged, subscribed and sworn to before me this ____ day of _____, 2025, by **SCOTT W. TIMMER**, as City Manager of CITY OF FAIRFIELD, OHIO, an Ohio municipal corporation.

Notary Public
My Commission expires:_____

CITY OF HAMILTON, OHIO,
an Ohio municipal corporation

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Notary Public
My Commission expires:_____

Page 135 of 278

EXHIBIT A

Legal Description of Grantor's Property

Situated in the City of Fairfield, County of Butler and State of Ohio and being Entire Lot Number 316.

Situated in the City of Fairfield, County of Butler and State of Ohio and being Entire Lot Number 315 containing 30.43 acres. **Save and excepting therefrom the following:**

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

EXHIBIT B

Legal Description of Grantee's Property

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

EXHIBIT D

Legal Description of Easement Area

Date: December 11, 2024

Description: Parcel A
Private Access and Utility Easement

Location: Part of Lot 315 and 316 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio being a Private Access and Utility Easement over part of City Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 and City Lot 316 of the lands of The City of Hamilton as recorded in Official Record 6342, Page 825 of the Butler County Recorder's Office and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B, and being on the north line of said City of Fairfield lands and the east right of way of River Road being the True Point of Beginning;

thence, from the True Point of Beginning, departing said east right of way of River Road and with said Lakeside Manor Section One Block "A" and Block "A", North 88° 35' 44" East, 334.30 feet;

thence, departing said Lakeside Manor Section One Block "A" and Block "B" and through the lands of City of Fairfield, South 03° 38' 12" West, 25.10 feet;

thence, through said The City of Hamilton lands, South 88° 35' 44" West, 386.45 feet to the centerline of said River Road;

thence, with the centerline of said River Road, North 07° 10' 27" East, 25.28 feet;

thence, departing the centerline of said river road, North 88° 35' 44" East, 50.58 feet to the True Point of Beginning containing 0.2213 acres or 9642 square feet.

Basis of Bearings: Survey Volume 65, Page 65

The above description was prepared from an exhibit made on December 11, 2024 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

(ABOVE LINE FOR RECORDER'S USE ONLY)

ISOLATION RADIUS EASEMENT

THIS ISOLATION RADIUS EASEMENT (this "Agreement") is entered into as of this ____ day of ____, 2025, by and between **CITY OF FAIRFIELD, OHIO**, an Ohio municipal corporation (hereinafter "Grantor") and **CITY OF HAMILTON, OHIO**, an Ohio municipal corporation (hereinafter "Grantee"), under the following circumstances:

A. Grantor is the fee owner of that certain parcel of real estate located at River Road, Fairfield, Ohio, known as Butler County, Ohio Auditor's parcel no. A0700-010-000-028, 027 and more particularly described on **Exhibit A** attached hereto and made a part hereof ("Grantor's Property");

B. Grantee is the fee owner of certain real estate which is contiguous to Grantor's Property, consisting of 4.747 acres of land and more particularly described on **Exhibit B** attached hereto and made a part hereof ("Grantee's Property");

C. Grantor is willing to grant to Grantee an easement on a portion of Grantor's Property, as further provided for herein.

NOW, THEREFORE, in consideration of the agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Isolation Radius Easement.**

(a) Grantor hereby grants to Grantee, its successors and assigns, for the benefit of a public water system well to be located on Grantee's Property, a perpetual, non-exclusive appurtenant easement which will permit Grantee to maintain sanitary control around the public water system well within the isolation radius ("Isolation Radius Easement"), in accordance with Ohio Administrative Code Rule 3745-9-04, upon that portion of Grantor's Property as depicted on the Site Plan attached hereto as **Exhibit C** and made a part hereof (the "Easement Area").

2. Grantee agrees that Grantor shall be permitted to install paved or unpaved paths and trails through Grantee's Property and the Easement Area but that Grantor shall not be permitted to construct any potential sources of contamination of Grantee's public water well, and shall not use, generate, store, treat, dispose or release any Hazardous Substances (as defined below), in the Easement Area. As used herein, "Hazardous Substances" shall mean pollutants, wastes, contaminants, or chemical, industrial, hazardous, explosive or toxic materials, substances, or wastes, including, without limitation, any "hazardous substance" as defined in Section 101(14) of CERCLA, asbestos, and petroleum, oil or petroleum or oil products and derivatives and emerging contaminants of concern, including without limitation, per- and poly-fluoroalkyl substances ("PFAS").

3.

4. Repair and Maintenance. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in condition required to comply with EPA requirements and in full compliance with all applicable laws.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6. Binding Effect; Covenant Running with Land. This Easement shall exist by virtue of this Agreement without the necessity of confirmation by any other document, and shall be perpetual, non-exclusive and irrevocable and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns in interest to their respective properties.

7. No Rights in Public; No Implied Easements. Nothing in this Agreement shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement.

8. No Waiver. The failure of any Owner in any one or more instances, to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant, including the right to cure a breach or default, but the same shall continue and remain in full force and affect, as if no such forbearance has occurred.

[The Remainder of this Page is Intentionally Left Blank]

The parties have executed this Agreement as of the dates written below.

GRANTOR:

CITY OF FAIRFIELD, OHIO,
an Ohio municipal corporation

By: _____
Name: **SCOTT W. TIMMER**
Title: City Manager

STATE OF OHIO)
)ss:
COUNTY OF BUTLER)

The foregoing instrument was signed, acknowledged, subscribed and sworn to before me this ____ day of _____, 2025, by **SCOTT W. TIMMER**, as City Manager of CITY OF FAIRFIELD, OHIO, an Ohio municipal corporation.

Notary Public
My Commission expires:_____

CITY OF HAMILTON, OHIO,
an Ohio municipal corporation

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Notary Public
My Commission expires:_____

ACTIVE CLIENTS\CITY OF FAIRFIELD\REAL ESTATE\2023\2025-01-02 Isolation Radius Easement-RIVER

EXHIBIT A

Legal Description of Grantor's Property

Situated in the City of Fairfield, County of Butler and State of Ohio and being Entire Lot Number 316.

Situated in the City of Fairfield, County of Butler and State of Ohio and being Entire Lot Number 315. Save and excepting therefrom the following:

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

EXHIBIT B

Legal Description of Grantee's Property

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A REAL ESTATE EXCHANGE AGREEMENT WITH THE CITY OF HAMILTON, OHIO.

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

Section 1. The City Manager is hereby authorized to execute a real estate exchange agreement and related documents with City of Hamilton, Ohio in accordance with the agreement on file in the office of the City Manager.

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



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Federal Grant Application for Symmes Road Grade Separation Project

Legislation Title:

Resolution supporting the City of Fairfield's continued partnership and development of National Railroad Partnership Program/Federal-State Partnership for Intercity Passenger Rail ("FSP") application to be submitted before the 2026 deadline and determining appropriateness of assistance proposed be provided to Butler County Transportation Improvement District ("BCTID") and the Ohio Rail Development Commission.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

Staff Recommends approval of the attached resolution

Discussion:

See attached resolution

Financial Impact:

None at this time. If the City is awarded this grant, the City shall be responsible for a local share of at least Four Million Two Hundred-Fifty Thousand Dollars (\$4,250,000). Project funding and funding sources would be included in a future Capital Improvement Program (CIP) plan.

Emergency Provision:

Yes, Grant application is due in early January

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Res 25-31 - UPDATED Symmes Road Grade Sep-SIGNED
2. Symmes_8.5x11_fold_2025113_PRINT
3. ORDC Project Information Sheet
4. Grant Application for Symmes Road-Res

RESOLUTION 25-31
RE: FEDERAL GRANT APPLICATION WITH BUTLER COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

A RESOLUTION SUPPORTING THE OHIO RAIL DEVELOPMENT COMMISSION'S CONTINUED PARTNERSHIP AND DEVELOPMENT OF NATIONAL RAILROAD PARTNERSHIP PROGRAM / FEDERAL-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL ("FSP") APPLICATION TO BE SUBMITTED BEFORE THE 2026 DEADLINE AND DETERMINING THE APPROPRIATENESS OF ASSISTANCE PROPOSED TO BE PROVIDED TO BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ("BCTID") AND THE CITY OF FAIRFIELD UNDER CHAPTER 4981 OF THE OHIO REVISED CODE.

WHEREAS, this Commission as the Ohio Rail Development Commission ("ORDC") created by Chapter 4981 of the Ohio Revised Code, has the responsibility of developing, promoting, and supporting safe, adequate and efficient rail service throughout the state under Chapter 4981 of the Ohio Revised Code (the "Act"); and

WHEREAS, the ORDC has the responsibility of reviewing and making recommendations to ORDC staff with respect to the assistance under Chapter 4981 of the Act proposed to be provided; and

WHEREAS, the ORDC has under consideration the provision of assistance under the Act to Butler County Transportation Improvement District and the City of Fairfield (the "Community"); and

WHEREAS, the ORDC staff has submitted to this ORDC a Request for Assistance submitted by the Community; the determination of the Executive Director of the ORDC and the facts upon which such determination is based, that the proposed assistance will conform to the requirements of the Act and the terms of the proposed assistance; and

WHEREAS, the ORDC has reviewed such submissions and discussed them with the Executive Director and staff of the ORDC the proposed assistance; and

WHEREAS, on the basis of such review and discussions, the ORDC has determined that the provision of assistance to the Community, as set forth in the ORDC staff's submissions, is appropriate; and

WHEREAS, the ORDC will participate in the funding and jointly submit an application with the Community on or before the January 2026 deadline; and

WHEREAS, the ORDC is charged by ORC 4981.03(A)(1) with developing, promoting and supporting safe, adequate and efficient rail service throughout the state; and

WHEREAS, ORC 4981.14 gives the ORDC the authority to do all acts necessary and proper to carry out the powers expressly granted to the Commission; and

WHEREAS, Article IV Section 3(b)(1)(2)(4) and (5), Section 7 and Article VI, Section 2 of the ORDC by-laws authorizes the ORDC Executive Director to enter into any and all agreements necessary to implement this Request for Assistance.

NOW, THEREFORE, BE IT RESOLVED by the ORDC of the State of Ohio:

Section 1. That the ORDC supports the continued planning and development of this FSP grant and authorizes Staff to undertake administrative roles determined to be necessary and positive to the development of said potential FSP grant, including but not limited to drafting and/or review of the grant application, submission of the grant application to the Federal Railroad Administration, administrative support in the event of a FSP award, and funding support as outlined in Exhibit A.

Section 2. That the ORDC determines that the assistance proposed in Exhibit A to be provided under the Act to assist the Community with the Project (as defined below) is appropriate.

Section 3. That the ORDC approves the proposed assistance to the Community, the nature, amount and terms of which are summarized in Exhibit A attached hereto.

Section 4. That the Rail Project under contemplation by this Resolution shall be appended to Appendix C - Consider for Federal Grant Application of the State Rail Plan.

Moved By: Commissioner Keener

Seconded By: Commissioner Barhorst

Pamela Boratyn, Chair	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Mike Barhorst	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Allen Biehl	☐ Yes	☐ No	☒ Absent	☐ Abstained	☐ Recused
Scott Corbitt	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Laura Doerger-Roberts	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Brendan Keener	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Frederick Lampe	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Rusty Orben	☐ Yes	☐ No	☐ Absent	☐ Abstained	☒ Recused
Eric Richter	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused
Luke Stedke for Lydia Mihalik	☒ Yes	☐ No	☐ Absent	☐ Abstained	☐ Recused

ORDC ACTION:

Motion Approved ☒
Motion Denied ☐

Other Action
Date 11/13/2025

CERTIFICATE

I, the undersigned Chair of the ORDC, hereby certify that the foregoing is a true and correct record of the resolution of said ORDC.


Pamela Boratyn, Chair

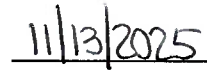

Date

EXHIBIT A

A grant to the Community pursuant to Section 4981.032 of the Ohio Revised Code in the amount of up to Ten Million Seven Hundred Fifty Thousand Dollars (\$10,750,000) (the “ORDC Grant”) for a grade separation project at Symmes Road in Fairfield, Butler County (the “Project”).

The ORDC Grant is subject to the following conditions:

1. The Community must meet all standard ORDC program requirements, including any applicable prevailing wage provisions, in expending the ORDC Grant.
2. The Community shall be responsible for a local share of at least Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).
3. The Community shall be responsible for any and all costs in excess of the ORDC Grant.
4. This funding approval is contingent upon the award of a federal FSP grant for the Project and subject to the availability of appropriations.

PROJECT DESCRIPTION

The City of Fairfield is a vibrant community that features a diversity of land uses, including residential, commercial, office, public, parks and recreation, and industrial. CSX rail lines, which pass through the northeast portion of Fairfield, are part of a vital rail throughfare connecting Louisville, Cincinnati, Dayton, Toledo, and Detroit. These tracks are also used daily by Amtrak service to connect New York and Chicago.

A joint effort is being made to improve this rail corridor to reduce rail congestion and road blockages surrounding the Queensgate Rail Yard, including between the cities of Fairfield and Hamilton, and to upgrade the passenger rail service between Cincinnati, Dayton, Columbus, and Cleveland (3C&D) through the federal Corridor ID program. Some rail crossings in Fairfield have been separated; however, at-grade crossings are still located at Symmes Road and North Gilmore Road.

Symmes Road serves as an important east-west corridor for local motorists, crossing the major industrial districts of Fairfield and Hamilton and connecting them to I-75 and State Route (SR) 4. The corridor is critical for workforce access, with approximately 36,000 people employed within three miles of the Symmes Road rail crossing. The project offers benefits for **safety, congestion, rail operations**, and **economic redevelopment**.

PURPOSE STATEMENT

The purpose of the project is to **improve safety and reduce traffic disruptions** for the public (motorists, pedestrians, and emergency responders) that have been caused by conflict between vehicle and rail traffic at the Symmes Road and North Gilmore Road crossings in the City of Fairfield.

PROJECT BENEFITS

-  Improved safety and connectivity
-  Reduced congestion
-  More reliable
-  Enhanced economic development opportunities
-  Better quality of life

NEED ELEMENTS

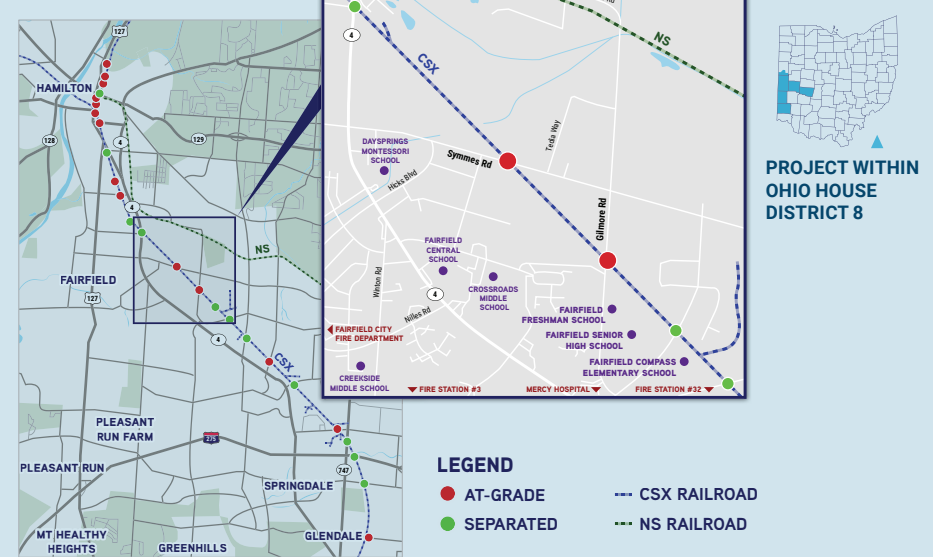
The current Symmes Road and North Gilmore Road crossings **pose significant safety hazards**. Both crossings are skewed, reducing visibility of trains to oncoming vehicles. In addition, neither crossing has advanced warning devices, pedestrian facilities, or remote health monitoring. Both Symmes Road approaches and the Gilmore Road southern approach are lit, but the flashing lights have not been upgraded to LED bulbs, and side lights are not present.

Furthermore, the Symmes Road and North Gilmore Road crossings are ranked within the top 10% most hazardous crossings nationwide, according to the Federal Rail Administration (FRA) Accident Prediction and Severity (APS) model. Based on FRA Rail Crossing Inventory Data, the Symmes Road crossing has resulted in five crashes, and the North Gilmore Road crossing has resulted in 11 crashes, including eight fatalities. Based on a 2008 study, the Symmes Road crossing may have contributed to an additional nineteen crashes over the previous four years due to congestion caused by backups at the Symmes Road crossing.

Symmes Road

Railroad Crossing Elimination Project

PROJECT LOCATION



The Ohio Rail Development Commission (ORDC), in partnership with the Butler County Transportation Improvement District (BCTID), the City of Fairfield, Ohio, and CSX Transportation, will be requesting funding through **three upcoming competitive federal grant programs** to eliminate two railroad crossings in the City of Fairfield, Ohio.

ORDC will be pursuing Final Design and Construction money from the National Railroad Partnership Program/Federal-State Partnership for Intercity Passenger Rail (**FSP**) program, the Railroad Crossing Elimination (**RCE**) program, and the Consolidated Rail Infrastructure and Safety Improvements (**CRISI**) program. This will allow the project to continue ongoing work with FRA through a previously awarded RCE grant.

The project provides safety, state of good repair, economic development, freight movement, and mobility improvements at two adjacent rail crossings — Symmes Road and North Gilmore Road.





Rail Development Commission

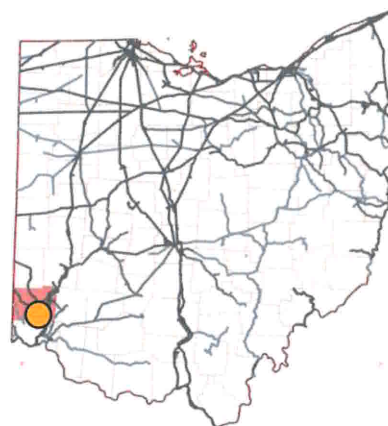
Grade Crossing Elimination Program Grade Separation Project Symmes Road - City of Fairfield, OH

Project Funding

ORDC (OGCEP)	\$	Up to 7,500,000 ¹
Local (BCTID and City of Fairfield)	\$	At least 4,250,000
CSX	\$	TBD
Federal Railroad Administration (NRP-FSP)	\$	Up to 33,600,000
Total Investment	\$	42,000,000²

Project Summary

The Butler County Transportation Improvement District (BCTID) proposes to replace the existing at-grade railroad crossing at Symmes Road with a grade separation. This project will eliminate two at-grade crossings in the City of Fairfield. The Rail Commission proposes providing up to \$5 Million in matching funds and up to \$2.5 Million in contingency funds from the state grade crossing elimination program to match the community's funding for the federal application, due in January. The Rail Commission will sponsor the federal application.



Butler County

Project Benefits

- Eliminate 2 existing at-grade crossing over a Class I railroad
- Improve access to the nearby Butler County Airport
- Improve reliability for passenger trains moving through crossing



Source: Ohio Rail Data, OSIP 2023

¹ To account for the rising cost in construction projects, an up to 10% contingency will be added to all grade separation projects to ensure the project can continue if additional funds are needed. These funds will not go towards the NRP-FSP state match and will only be used after the local and federal match from the federal program are depleted.

² Final costs are still in development.



Rail Development Commission

Grade Crossing Elimination Program Grade Separation Project Symmes Road - City of Fairfield

Crossing Overview

Project Location	Butler County City of Fairfield, Symmes Road DOT #152389P	Butler County City of Fairfield, Gilmore Ave DOT #152388H
Operating Railroad	CSX Transportation	CSX Transportation
Average Annual Daily Traffic	12,510	2,962
Total Trains Per Day	29	29
Hazard Ranking Rank out of the 5,600+ at-grade crossings in Ohio	260	428
RCCII Score Score out of 5.00; statewide median core is 2.59	3.29	2.63
Total Cost Estimate	\$42,000,000	

Project Benefits

The City of Fairfield is in Butler County, with over 44,907 residents. The city is located about 20 miles north of Cincinnati. This project was awarded Railroad Crossing Elimination (RCE) funds from the Federal Railroad Administration (FRA) in 2022 to complete a planning study and environmental work. This upcoming application would move the project forward to complete preliminary engineering, final engineering, and construction.

This crossing is located on the existing Amtrak Cardinal corridor, which operates between New York and Chicago. In FY 2022, the Cardinal corridor was selected by FRA for the Corridor Identification and Development Program (CID). The sponsor of the CID application, Amtrak, is studying the improvements needed to the line to increase service frequency from three days per week to daily. The route will soon include the new City of Oxford station that broke ground in January 2024. A grade separation would improve rail fluidity by providing 4 miles of clear rail line and would complete a project notated in the ORDC-sponsored Cincinnati Planning Study to assess fluidity improvements to the rail network in southwest Ohio.

When responding to emergency calls, the City of Fairfield Fire Department assumes a train will be present and consistently uses alternate routes to bypass the Symmes Road crossing, which increases emergency response times. Additional delays from traffic back-ups on Symmes Road (a two-lane road) reduce emergency response times to nearby homes and businesses, and to motor vehicle crashes occurring on the road. Fire Department policy dictates response from opposite directions to secure water from two different sources; blockage of the Symmes Road crossing prevents this at certain locations, including M. Bohlke Veneer (manufacturer of wood products) and Tedia Companies (chemical plant).

Staff Recommendations

The Ohio Rail Development Commission Staff recommends this project based on the following:

- High statistical ranking of the crossing for hazard (FRA/PUCO) and importance to the Community
- Ability to improve safety for passenger rail route
- Community willingness to close multiple crossings in support of the project
- High train count
- Railroad Support

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE CITY OF FAIRFIELD'S CONTINUED PARTNERSHIP AND DEVELOPMENT OF NATIONAL RAILROAD PARTNERSHIP PROGRAM / FEDERAL-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL ("FSP") APPLICATION TO BE SUBMITTED BEFORE THE 2026 DEADLINE AND DETERMINING THE APPROPRIATENESS OF ASSISTANCE PROPOSED TO BE PROVIDED TO BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ("BCTID") AND THE OHIO RAIL DEVELOPMENT COMMISSION.

WHEREAS, the City of Fairfield supports the Ohio Rail Development Commission ("ORDC") created by Chapter 4981 of the Ohio Revised Code, and their responsibility of developing, promoting, and supporting safe, adequate and efficient rail service throughout the state under Chapter 4981 of the Ohio Revised Code (the "Act"); and

WHEREAS, the City of Fairfield supports and appreciates that ORDC staff has submitted to the ORDC and the ORDC has approved a Request for Assistance submitted by the Community; and

WHEREAS, the ORDC has reviewed such submissions and discussed them with the Executive Director and staff of the ORDC the proposed assistance, and approved assistance; and

WHEREAS, the City of Fairfield and ORDC will participate in the funding and jointly submit an application with the BCTID on or before the January 2026 deadline; and

WHEREAS, the City of Fairfield supports ORDC as ORDC is charged by ORC 4981.03(A)(1) with developing, promoting and supporting safe, adequate and efficient rail service throughout the state; and

WHEREAS, the City of Fairfield Council grants authority to the City Manager to enter into any and all agreements necessary to implement this Request for Assistance.

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

Section 1. That the Council of the City of Fairfield supports the continued planning and development of this FSP grant and authorizes Staff to undertake administrative roles determined to be necessary and positive to the development of said potential FSP grant, including but not limited to drafting and/or review of the grant application, submission of the grant application to the Federal Railroad Administration, administrative support in the event of a FSP award, and funding support as outlined in Exhibit "A".

Section 2. That the City of Fairfield determines that the assistance proposed in Exhibit "A" to be provided with the Project (as defined below) is appropriate.

Section 3. That the City of Fairfield approves the proposed funding assistance to the Project, the nature, amount and terms of which are summarized in Exhibit "A"

attached hereto.

Section 4. 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\2025\Grant Application for Symmes Road-Res

EXHIBIT "A"

Funding approval in the amount of up to Ten Million Seven Hundred Fifty Thousand Dollars (\$10,750,000) for a grade separation project at Symmes Road in Fairfield, Butler County including the closure of the crossing at North Gilmore Road (the "Project").

The ORDC Grant is subject to the following conditions:

1. The Community must meet all standard ORDC program requirements, including any applicable prevailing wage provisions, in expending the ORDC Grant.
2. The Community shall be responsible for a local share of at least Four Million Two Hundred-Fifty Thousand Dollars (\$4,250,000).
3. The Community shall be responsible for any and all costs in excess of the ORDC Grant.
4. This funding approval is contingent upon the award of a federal FSP grant for the Project and subject to the availability of appropriations.



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Ordinance to Change the Name of Service Drive between Mack Road and Stockton Station Drive in the City of Fairfield, Ohio to Stockton Station Drive

Legislation Title:

Ordinance to Change the Name of Service Drive between Mack Road and Stockton Station Drive in the City of Fairfield, Ohio to Stockton Station Drive

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council change the name of Service Drive between Mack Road and Stockton Station Drive in the City of Fairfield, Ohio to Stockton Station Drive

Discussion:

City Council has approved several ordinances in 2024 and 2025 related to the redevelopment of 7051 and 7075 Dixie Highway. The redevelopment included the demolition of a former bank and car wash property in preparation for a new Wawa gas station and convenience store. Following demolition, a section of roadway was rerouted through the property, requiring a right-of-way vacation and dedication.

While the roadway is commonly known as Stockton Station Drive and street signs carry this name, the particular section of the roadway is officially named Service Drive as identified on the 1982 plats that dedicated the original right-of-way. In order for the official street name to be consistent with street signs and to reduce confusion in the future, staff recommends renaming this section of Service Drive to Stockton Station Drive. Following the renaming, Stockton Station Drive will extend from Seward Road near City Barbeque southeastwardly to Mack Road near the future Wawa. Other sections of Service Drive parallel to Route 4/Dixie Highway will retain the Service Drive name.

All properties adjacent to the affected sections of Service Drive have Dixie Highway addresses, meaning that no individual property owners will be impacted by the ordinance.

Financial Impact:

Not applicable

Emergency Provision:

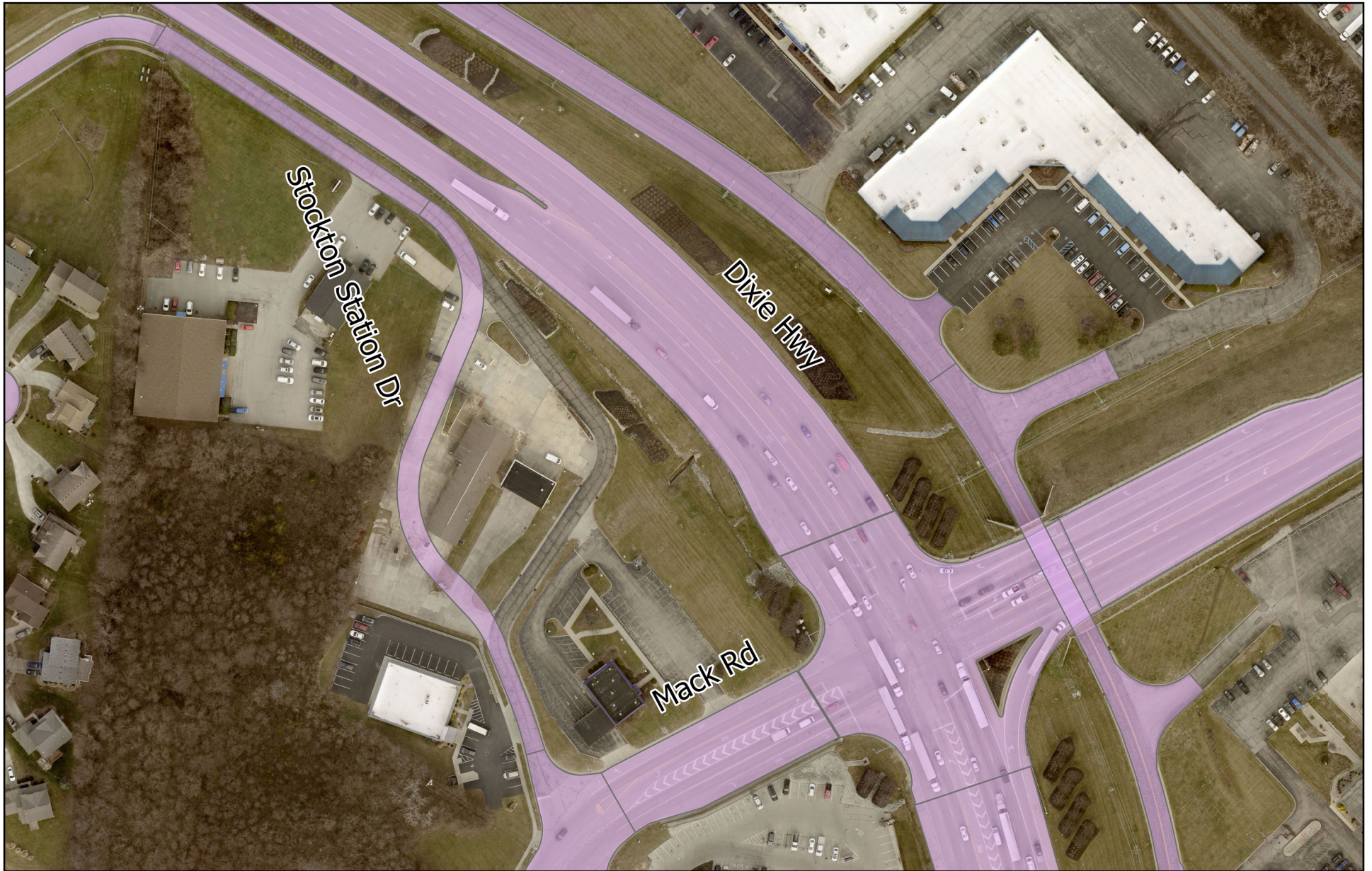
No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Stockton Station Dr
2. Stockton Station Drive-Ord



Stockton Station Dr

0 115 230 460 Feet

ORDINANCE NO. _____

ORDINANCE TO CHANGE THE NAME OF SERVICE DRIVE BETWEEN MACK ROAD AND STOCKTON STATION DRIVE IN THE CITY OF FAIRFIELD, OHIO TO STOCKTON STATION DRIVE.

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

- Section 1.

The name of Service Drive in the City of Fairfield, Ohio between Mack Road and Stockton Station Drive in the City of Fairfield, Ohio is hereby changed to Stockton Station Drive.
- Section 2.

The City Manager and Director of Development Services are hereby authorized and directed to erect appropriate signage and notify the postal and all other appropriate agencies and authorities of the change of the name of the road between Mack Road and Stockton Station Drive to Stockton Station Drive in the City of Fairfield, Ohio.
- Section 3.

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



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

Ordinance to authorize the City Manager to execute a collective bargaining agreement with the International Association of Firefighters, Local 4010, effective April 1, 2026 through March 31, 2029, inclusive.

Legislation Title:

Ordinance to authorize the City Manager to execute a collective bargaining agreement with the International Association of Firefighters, Local 4010, for wages, hours and terms and conditions of employment and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorizes the City Manager to enter into a successor collective bargaining agreement with the International Association of Firefighters, Local 4010 effective April 1, 2026 through March 31, 2029, inclusive..

Discussion:

The City of Fairfield and the International Association of Firefighters, Local 4010 opened negotiations for a successor collective bargaining agreement early to resolve all matters involving wages, hours, and terms and conditions of employment before the current contract expires. The City and IAFF have reached a tentative agreement for a three-year successor collective bargaining agreement effective April 1, 2026 through March 31, 2029, inclusive. The IAFF Bargaining Unit has voted and approved the attached successor collective bargaining agreement.

Financial Impact:

The successor collective bargaining agreement stipulates the following changes to economic terms of the contract: a 3% increase to the base wage effective April 1, 2026, a 3% increase to the base wage effective April 1, 2027, and a 2% increase to the base wage effective April 1, 2028. It was also agreed that the hours of work will be reduced from an average 52-hour workweek to an average 50.461-hour workweek, allotting one (1) Kelly Day per month, in year three (3) of the contract.

Emergency Provision:

Yes- The emergency provision is requested because the current IAFF collective bargaining agreement expires on March 31, 2026.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. IAFF Collective Bargaining-Ord
2. City of Fairfield and IAFF CBA eff. April 1 2026 through 3-31-2029 inclusive FINAL

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4010 FOR WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT 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 execute a collective bargaining agreement with the International Association of Firefighters, Local 4010 for wages, hours and terms and conditions of employment effective April 1, 2026 through March 31, 2029, inclusive 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 the current agreement expires on March 31, 2026 and it will be beneficial to execute a successor agreement as soon as possible; 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



AGREEMENT

BETWEEN

THE CITY OF FAIRFIELD, OHIO

AND

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

LOCAL 4010

EFFECTIVE APRIL 1, 2026
THROUGH MARCH 31, 2029 INCLUSIVE

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ARTICLE I

PREAMBLE

The following Contract by and between the City of Fairfield, Ohio, hereinafter referred to as the "City", "Management" or "Employer" and Local 4010, International Association of Firefighters, hereinafter referred to as the "Union", is recorded in written form to meet the requirements as set forth in Section 4117.09 (A) in the Ohio Collective Bargaining Law.

ARTICLE II

RECOGNITION

SECTION 1. - MANAGEMENT RECOGNITION

Except as otherwise specifically provided herein, nothing contained in this Agreement shall alter the authority conferred by law, ordinance, civil service rules and regulations, and Fairfield City Charter upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

SECTION 2. - IAFF RECOGNITION

The City of Fairfield recognizes the Union as the sole and exclusive representative of all employees as hereinafter defined with respect to collective bargaining as defined under O.R.C. 4117.

SECTION 3. - "EMPLOYEE" DEFINED

The term employee, employees or firefighter as used in this Agreement shall refer to full-time employees assigned to the following classifications:

1. Firefighter-EMT
2. Firefighter-Paramedic
3. Life Safety Inspector (40 hour per week position)
4. Fire Apparatus Operator
5. Fire Lieutenant
6. Fire Captain
7. Battalion Chief

The parties agree to cooperate in obtaining approval/recognition of the new classifications and title change from Civil Service and the State Employment Relations Board.

All references to employees in the Agreement shall include both sexes; whenever the male gender is used it shall be construed to include male and female employees.

SECTION 4. - UNION DUES

- A. While this Agreement is in effect, the City agrees to deduct from the earnings of each employee covered by this agreement, the Union initiation fees, dues, assessments or reinstatement fees, from each pay period beginning thirty (30) days after the start of employment on the basis of individually signed voluntary check-off authorization cards on a form to be furnished by the Union. The Union agrees to provide the Finance Department with an up-to-date roster of current Union members as the need arises. The amount of dues deducted each pay period will be of an equal amount.
- B. The amount of dues, or initiation fees to be deducted from each employee shall be that amount as certified to the City in writing by the Treasurer of the Union.
- C. The amount of dues, and initiation fees, collected shall be turned over to the Treasurer of the Union by the fifteenth (15th) day following the deduction.
- D. Nothing contained herein shall be construed to require that any employee become a member of the Union. The Union agrees to comply with all requirements of O.R.C. 4117.09 pertaining to dues. It is specifically understood that the only responsibility the City assumes is to deduct the dues, initiation fees, assessments, and reinstatement fees, in the amount specified by the Union and to forward such dues, initiation fees, assessments, and reinstatement fees according to the terms of the Agreement.

The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liability arising out of the City's actions or inactions involving dues, initiation fees, assessments, and reinstatement fees.

- E. The Union agrees to save the City, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Employer may be liable by virtue of the provisions of this ARTICLE.
- F. It is specifically agreed that payment for the above specified reasons shall be made directly from the Union to the party, and at no time, shall the Employer pay out any monies for any reason associated with the provisions of this ARTICLE.

SECTION 5. - NEGOTIATING COMMITTEE

- A. The Union shall advise the City of the name of its negotiators, not to exceed five (5) members of the bargaining unit. The five (5) representatives shall be paid their regular straight-time hourly rate for hours spent in negotiating sessions during regular work hours; any hours spent negotiating outside of the representatives' regular work hours will not be compensated by the City.
- B. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Fire Chief or his Designee sufficiently in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

SECTION 6. - LABOR MANAGEMENT COMMITTEE

The parties agree that there will be a Labor Management Committee, consisting of not more than five (5) representatives of the City and five (5) representatives of the Union. The Union representatives may include those employees assigned to classifications listed in the Appendices and/or one (1) non-member representative. The Committee shall meet to investigate, study, discuss and resolve issues affecting labor-management relations. The Committee shall establish its own ground rules which shall include the right of either side to call a meeting.

SECTION 7. - MEETINGS ON CITY PREMISES

The Union will be permitted to utilize approved City conference rooms including firehouse meeting rooms for the purpose of Union meetings and committee meetings reasonably necessary for the conduct of Union business at reasonable hours. On duty personnel will be permitted to attend.

The City will permit the placement of Union ballot boxes in each firehouse for the purpose of membership voting.

SECTION 8. – UNION BUSINESS LEAVE

The City agrees to pay annually up to a combined total of the current workweek hours of regular straight time off with pay from their regular schedule for up to two (2) employees who are duly elected Union delegates or alternates to attend annual conventions or conferences of the Union. The Union shall give the Employer at least one (1) week written notice of the employees who will be attending such functions. Union business leave may be accumulated for a two (2) calendar year period (i.e. a maximum accumulation of two years of annual Union business leave workweek hours; January 1, 2026, the workweek hours fifty-two (52) regular hours and one hundred four (104) accumulated hours).

SECTION 9. – BULLETIN BOARDS

The City shall maintain, at no cost to the Union, one (1) bulletin board to measure a minimum of 3' by 3' at each fire station for Union business. The bulletin boards will be enclosed in glass and have the ability to be locked. The Union shall be given a key to each bulletin board. The Union agrees to share half (1/2) of the bulletin board with the Fire Chief or his Designee to permit posting of federally mandated documents. The bulletin boards shall be displayed in a prominent location in each fire station.

All notices which appear on the Union's bulletin boards shall be posted by the highest-ranking local Union official or his/her Designee in the bargaining unit and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Fire Chief's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union, and;
- G. Publications, rulings, or policies of the Union.

All other notices of any kind not covered by "A" through "G" above must receive the prior approval of the Fire Chief or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employees;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership, and;
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.
- E. Any material which constitutes, or contributes to, a violation of any City policy.

ARTICLE III

MANAGEMENT RIGHTS

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to, the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time as to what services the City shall perform; the change or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of number of employees required; the establishment and changes of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

The exercise by the City of Fairfield of, its waiver of, or its failure to exercise its full right of management on any matter or occasion shall not be precedent or binding on the City, nor the subject or basis of any grievance pursuant to ARTICLE XIX, SECTION 1. The City's right of management shall not be amended or limited by any claim or unwritten custom, past practice or informal agreement.

ARTICLE IV

NON-DISCRIMINATION

The Employer, its officers and agents, and any person or persons of agencies responsible to the Employer and the Union and its officers and members shall not illegally discriminate for or against any employee on the basis of race, religion, color, national origin, sex, handicap, marital status, employee organization, or political affiliation, age, or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and state or federal executive order.

The Union and the Employer agree that membership in the Union shall be open to all employees in the bargaining unit of the Employer regardless of race, color, religion, national origin, sex, handicap, marital status, political affiliation, or age. The employer agrees that there shall be no discrimination toward employees by virtue of participation or non-participation in Union affairs as provided by Chapter 4117 of the Ohio Revised Code.

ARTICLE V

HOURS OF WORK, OVERTIME, PREMIUM PAY

SECTION 1. - WORK PERIODS AND SCHEDULES

- A. Effective January 6, 2025, a work period of twenty-eight (28) consecutive days shall be maintained pursuant to Section 207(K) of the Fair Labor Standards Act. Work will be scheduled one (1) day, consisting of 24 hours on, followed by two (2) days, consisting of 48 hours off. Normal hours worked shall be reduced to average 52-hour workweek, 104 hours bi-weekly and 2704 hours annually by assigning Kelly Days off. Any hours worked in addition to the normal schedule of two-hundred and eight (208) hours in the twenty-eight (28) day work period shall be paid at the overtime rate of pay. Employees shall receive one (1) Kelly Day within each six-week cycle as assigned by the Fire Chief or Designee.
- B. Effective the first pay period following April 1, 2028 a work period of twenty-eight (28) consecutive days shall be maintained pursuant to Section 207(K) of the Fair Labor Standards Act. Work will be scheduled one (1) day, consisting of 24 hours on, followed by two (2) days, consisting of 48 hours off. Normal hours worked shall be reduced to average 50.461-hour workweek, 101 hours bi-weekly and 2624 hours annually by assigning Kelly Days off. Any hours worked in addition to the normal schedule of two-hundred and two (202) hours in the twenty-eight (28) day work period shall be paid at the overtime rate of pay. Employees shall receive one (1) Kelly Day per month as assigned by the Fire Chief or Designee.
- C. Kelly Day assignments shall be chosen by the Fire Chief or his Designee in advance of employees' selection of vacation dates pursuant to ARTICLE VIII, SECTION 2, Paragraph C. The assignment of Kelly Days is not subject to the grievance or arbitration process.

The intent of Paragraphs A and B of this SECTION is to not exceed the maximum number of hours of work permitted within the twenty-eight (28) day FLSA cycle and to avoid overtime liability to the City.

Restrictions and/or limitations on Kelly Days are as follows:

- 1. Kelly Days are not deemed "hours of work" for purpose of overtime calculations.
 - 2. Kelly Days are not accruable, cumulative, nor carried over from year to year.
 - 3. Kelly Days are not pro-rated due to extended sick or injury leave. An employee on extended leave will not be required to utilize sick leave or other paid accruals on their scheduled Kelly Day.
 - 4. If employee is on a temporary/light duty assignment, Kelly Days are not pro-rated, accumulated, carried forward, earned or otherwise accrued. Since employee assumes a forty (40) hour work week when on a temporary/light duty assignment, he/she shall not be entitled to a Kelly Day during said assignment.
 - 5. Employees may trade Kelly Days, subject to the prior approval of the Fire Chief or his Designee. Under no circumstance shall any trade of Kelly Days result in overtime liability to the employer.
 - 6. In the event there is a reduction in staffing and/or layoffs within the Fire Department, the Fire Chief, in his sole discretion, may require the reassignment of Kelly Days.
- D. All Career employees assigned to a 24/48 schedule, will have a 0700-start time. However, the Fire Chief, reserves the right to determine the start time for all employees who are not assigned to a 24/48 schedule. The Fire Chief must give notice in writing to any affected employees a minimum of thirty (30) days prior to implementing any such changes.

Members, including, but not limited to, Life Safety Inspectors, assigned to a 40-hour workweek, shall generally work 8-hour workdays between the hours of 0700 and 1700. the workweek, workday and regularly scheduled starting time for such members may be adjusted by the Fire Chief or his Designee. The member may work a 5-day, 8-hour workweek or a 4-day, 10-hour workweek as approved by the Fire Chief or his Designee. Members working a 40-hour workweek shall be compensated for forty (40) hours of straight time pay for each workweek, eighty (80) hours each two (2) week pay period.

- E. Employees may be assigned to training or other special assignments for periods of two (2) calendar weeks or less which involve work schedules other than those stated in sub-paragraph A, B or C of this SECTION. Employees will receive pay for those periods in accordance with their normally scheduled work hours (including regularly scheduled overtime) and will be paid overtime for total hours worked in excess of the maximum hour periods stated in sub-paragraph A, B or C of this SECTION.
- F. No member of the bargaining unit shall remain on duty in excess of forty-eight (48) consecutive hours followed by twelve (12) consecutive hours off whether it is due to a trade or working overtime opportunities, except in cases of emergency as declared by the Fire Chief. In the case of an employee working forty-eight (48) hours consecutively due to overtime, it would have to be due to the employee already working a twelve (12) hour shift of overtime either before or following their normal assigned unit day, and a consecutive twelve (12) hour overtime opportunity became available that all other employees covered under this contract declined and the said employee was next up for the overtime opportunity and accepted it.
- G. The parties agree that the duties, authority, and responsibilities of the members of this bargaining unit qualify for the partial exemption from overtime requirements contained in 29 U.S.C. Section 207 (k).
- H. Two employees of equal qualifications may voluntarily trade unit day assignments between themselves at any time, subject to the prior approval of the Employer. In the event of a Firefighter/Paramedic vacancy on a particular unit day assignment, the vacancy shall be posted for fourteen (14) calendar days and employees may respond during the posting period. The vacancy shall be filled by the most senior qualified employee who applies for the unit day assignment. The Employer may deny an employee's request for a transfer for just cause which cause shall be provided to the employee in writing. If such denial is grieved by the employee, the burden of proof shall be on the employee. If a promotion is necessary to fill a vacancy, the promotional vacancy will be filled prior to posting a unit day transfer. The Employer may also change unit day assignments involuntarily, provided that any such change for an individual employee shall not be done more frequently than once in any twelve (12) month period and only after at least thirty (30) days written notice to the employee.

SECTION 2. - PAY PERIOD

All employees shall be paid biweekly. Biweekly pays will be for the two-week period ending at the end of the regularly scheduled shift for each class of employee on the previous Monday morning, and payday shall be on or before the Tuesday of the following week, with deposit notices available at 2:00 p.m. on payday.

SECTION 3. - DIRECT DEPOSIT OF PAY

All employees shall have their net pay directly deposited into their personal account at a financial institution of their choice. Direct deposit of pay is based upon the written authorization and instructions of the employee. The City will endeavor to provide direct deposit with local financial institutions but shall not be required to furnish direct deposit with any particular financial institution if the City determines that it is impracticable to do so. The City shall have no responsibility for any errors or omissions made by the employee's financial institution with regard to the direct deposit of the employee's paycheck or the employee's personal account.

SECTION 4. - OVERTIME

- A. Overtime is defined as all work performed in excess of the work period maximums stated in SECTION 1 of this ARTICLE. Paid leave shall count as work performed for purposes of this SECTION. The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for overtime hours.
- B. When in the opinion of the Fire Chief overtime by members of the bargaining unit is required, overtime may be offered to employees who, on the roster, have the fewest aggregate overtime hours worked and refused among those who are qualified and normally perform the work that is being assigned for overtime. Aggregate overtime hours worked and refused among employees shall be calculated in one (1) year increments beginning January 1 of each year. Aggregate overtime hours worked and refused for a new employee hired after January 1 of each year will equal the average of all other employees covered by this contract on the new employee's start date. Work that may constitute overtime for members of this bargaining unit may be performed by part-time or other personnel at the discretion of the Fire Chief or his/her Designee, except that employee assignments to overtime for scheduled special events and weather emergencies will be in accordance with procedures established between the Union and the Fire Chief.
- C. Where there are errors in the distribution of overtime opportunities, the Employer will be given the opportunity to correct the error. The sole remedy for any employee who is not offered overtime in accordance with the Agreement is limited to providing that employee the next overtime opportunity (or opportunities) with the equivalent or greater number of overtime hours.
- D. If an employee cannot be contacted, he/she shall be charged with the overtime hours offered and the attempt to contact shall be recorded. No employee will be considered for overtime of a non-emergency nature who is on approved leave.
- E. In the event mandatory overtime becomes necessary, it shall first be given to the least senior employee with the necessary qualifications to perform the work. Any employee working mandatory overtime will be marked as having worked the mandatory shift and any subsequent mandatory overtime shift will be given to the next least senior employee. This process will repeat for each mandatory overtime assignment until the most senior employee has been mandated for an overtime shift, and then the mandatory overtime assignments will begin again with the least senior employee. This process will start with the least senior employee on January 1st of each year except as modified by the following specific provisions in subsection F.
- F. The Employer agrees to pay for any overtime training, details, or work assignments involving the following a minimum of three and one-half (3.5) hours pay at the overtime rate: Ohio Task Force One (OHTF-1), Butler County Technical Rescue (BCTR), Hamilton County USAR (HCUSAR), Hazardous Materials (Haz-Mat) Technician, Water Rescue, Car Seat Technician or Butler County Fire Investigation Team (BCFIT). Overtime for Honor Guard, CPR/AED Instructor, Hamilton/Fairfield SWAT Medic or Assistant Fire Instructor training, details, or work assignments will be compensated on an hour-for-hour basis. The overtime rate of pay will apply to all overtime for training required to keep active status on such team or any scheduled work assignments or details involving any of these certifications. Overtime work assignments and details shall follow the procedure set forth in Paragraph B of this SECTION. Mandatory overtime will be filled per Paragraph E of this SECTION. For specialized team call-outs, such as BCTR, HCUSAR and Haz-Mat Technician, the minimum of three and one-half (3.5) hours of overtime pay shall be maintained when the call-out event requires deployment with a designated "sign-in sheet". If a member is disregarded prior to the establishment of a sign-in sheet, the member shall contact the Battalion Chief (BC) or acting Battalion Chief to receive an assignment. If the Battalion Chief assignment is declined, the member shall be compensated for the actual time spent, with a minimum of thirty (30) minutes. The parties agree that Honor Guard assignments or details may be performed on a volunteer, non-paid basis so long as the assignment or detail is not ordered by the Employer.
- G. All new Firefighter/Paramedics and those Firefighter/Paramedics that previously signed offer-of-employment letters requiring that they obtain and maintain CPR/AED instructor must hold this certification for ten (10) years from their date of hire. Participation in this program after ten (10)

years would be considered voluntary. Employees no longer wanting to participate in this specific program after ten (10) years would need to give the Fire Chief six (6) months advance written notice of their request to drop their certification and/or participation in the activity. The right to drop a certification is dependent upon the availability of other certified personnel. The Fire Chief and the Union, through Labor Management Committee meetings, will mutually determine the size and scope of, as well as the need for, each program. Employees voluntarily participating in the programs listed in Paragraph F, whose training will be or has been paid for through the Employer, will be required to sign an agreement to maintain the appropriate certification for a minimum period of time as determined by the Fire Chief, not to exceed three (3) years. An employee voluntarily participating in any of these programs must give the Fire Chief notice of intent to drop a certification a minimum of six (6) months prior to the date the certification expires. The right to drop a certification is dependent upon the availability of other certified personnel. The Fire Chief and the Union, through Labor Management Committee meetings, will mutually determine the size and scope of, as well as the need for, each program.

SECTION 5. - PYRAMIDING OF PREMIUM AND/OR OVERTIME PAY

The allowance of overtime or premium payment on any hour for which an employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

SECTION 6. - DEPARTMENT RELATED ACTIVITIES/EMERGENCY CALL-IN/RECALL PAY

- A. During a fire or other emergency within the recall guidelines as established by the Fire Chief, the Battalion Chief, Fire Chief or his Designee may issue a "recall" page for all available personnel. During a recall situation, the procedure for offering overtime to the individuals with the fewest overtime hours worked and refused does not apply. Overtime hours worked on recalls do not count as overtime hours worked or refused under the procedure for offering overtime to employees covered by this bargaining unit.
- B. Off-duty employees covered by this contract who report to a scheduled training or department related activity will receive overtime pay at the rate of one and one-half (1 1/2) of their normal hourly rate. All off-duty full-time personnel shall also receive one-half (1/2) hour travel time for responding to the training or department related activity.
- C. Off-duty employees covered by this contract will receive a minimum of one and one-half (1 1/2) hours of overtime when responding to a meeting or department related activity. If the meeting or training lasts less than one-hour, full-time personnel will be released from the training or department related activity and will still receive the minimum one (1) hour of overtime pay plus one-half (1/2) hour overtime pay for travel.
- D. Off-duty employees covered by this contract will receive a minimum of three (3) hours call-in pay when responding for a recall emergency or court appearance. If an emergency or court appearance lasts less than three (3) hours, off-duty full-time personnel will be released from duty/court upon completion of all details, but will still receive the minimum of three (3) hours overtime pay and one-half (1/2) hour of overtime pay for travel.
- E. In the event employees covered by this contract respond on a recall emergency that goes past three (3) hours prior to the start of their next scheduled shift, they will be permitted to stay at the firehouse and work while still receiving overtime compensation until the start of their next scheduled shift. In the event of this occurrence, the employee shall not be entitled to compensation for a half-hour travel time.

SECTION 7. - SHIFT TRADES

- A. Employees with equivalent skills and certifications may, with twelve (12) hours prior notice to the Fire Chief or his/her Designee, trade working hours or days off as long as no overtime is incurred as a result of the trade; but, in the event of such trade, the hours worked shall be excluded in the

calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of one (1) hour. Each employee may only participate in eight (8) shift trades of more than twelve (12) hours duration per calendar year. Each trade of one full shift or more than twelve (12) hours shall count as one trade. Shift trades of twelve (12) hours duration or less are not limited. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions will be disrupted by a proposed shift trade. Except as hereinafter provided, if an employee fails to report for an agreed trade assignment, the employee will be ineligible to participate in any trade for a period of three (3) months following the date of the missed assignment.

- B. An employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.
- C. If a firefighter/paramedic or officer is ill or injured and cannot report to work for an approved trade or must leave early while on a trade, he/she will owe the Fire Department the amount of time that he/she was off during the trade, subject to the following:
 - 1. Anyone leaving during a shift must obtain approval from the Fire Chief or his Designee.
 - 2. Sick leave or other accrued vacation or personal time will not be accepted for a traded workday as time repayment.
 - 3. The firefighter/paramedic or officer will be placed on a special overtime sheet to be the first called back to replace another individual to pay back this time prior to calling in the next person on the overtime eligibility list, subject to the limitations of ARTICLE V, SECTION 1, Paragraph F.
 - 4. The firefighter/paramedic or officer upon defaulting on a trade will pay back the Fire Department the amount of time.
 - 5. Compliance with repaying the time owed to the Fire Department shall be considered mandatory for the employee, except when the employee is on approved leave or when reporting to work is not possible in the opinion of the Fire Chief or his Designee. In all other cases, if the individual refuses to work the time, the amount of hours will be deducted from the employee's pay.
 - 6. At the discretion of the Fire Chief or his Designee, an employee who owes the Department at least twelve (12) hours for an unfulfilled trade may be required to repay those hours in twelve (12) hour increments.
- D. The parties agree that the shift trades under this procedure comply with the requirements of 29 C.F.R. 553.31 and 29 U.S.C. 207 (p) (3).
- E. Other trades proposed to accommodate extended illnesses or injuries as defined in ARTICLE XIV, SECTION 10, may be discussed in the Labor Management Committee; denial of such other trades shall not be subject to the grievance procedure.

SECTION 8. - REPORTING OFF DUTY

Any employee unable to report for duty for any reason where the employee intends to use sick leave must notify the Battalion Chief directly at least one (1) hour prior to the time he/she is scheduled for duty.

SECTION 9. - TRAVEL TIME REIMBURSEMENT

Employees traveling to City-owned facilities for work-related activities on their regularly scheduled off-day will be compensated with one-half (1/2) hour of overtime pay. Travel to and from non-City facilities for

training, etc., will continue to fall under ARTICLE XVII, B, SECTION 1, Educational Assistance.

SECTION 10. – TEMPORARY/LIGHT DUTY WORK ASSIGNMENT

- A. If the Fire Chief is provided medical documentation establishing that an employee is injured and/or ill and is temporarily unable to perform his or her full regular duties, the Fire Chief may extend in writing a temporary/light duty work assignment to the employee. A temporary/light duty work assignment is intended to enable the employee to work within medical restrictions, without being responsible for fulfillment of all his or her regular duties. The employee shall accept and perform the temporary work assignment unless medical documentation is submitted which confirms that the Employee is unable to perform the job duties included in the temporary/light duty work assignment. If an employee fails or refuses to accept a temporary/light duty work assignment without medical justification, he/she must use sick or other accrued leave during the period of the temporary disability. Employees on a temporary/light duty work assignment will generally be assigned to a weekly five (5) days on, two (2) days off, eight (8) work hours per day schedule, as established by the Fire Chief, consistent with the operational needs of the Department. The employee will not suffer any loss of his or her regular pay or benefits during the period of the temporary/light duty work assignment, except that the employee shall not be entitled to payment of any potential overtime opportunity lost as a result of not being assigned to his or her regular duties.
- B. The Fire Chief may revoke the temporary/light duty work assignment at any time with forty-eight (48) hours written notice to the employee. The denial or revocation of a temporary/light duty work assignment to an employee by the Fire Chief is final and shall not be subject to the grievance or arbitration provisions of this agreement. However, the denial or revocation of a temporary/light duty work assignment does not imply that either the employee or the Fire Chief agree that the employee is or is not able to perform his or her regular duties. This temporary/light duty work assignment language shall have no effect on use of leave, absence from work or job performance by the employee, except as his or her duties are modified in a temporary/light duty work assignment.
- C. An employee who sustains an off-duty injury or illness, and is extended a temporary/light duty work assignment, must use sick or other accrued leave for any unpaid period of his/her temporary disability.
- D. Employees on a temporary/light duty work assignment shall not engage in any employment or occupation where the employee performs duties which are inconsistent with the restrictions identified in the medical documentation provided to the Fire Chief; or where the employee performs any of the functions of his/her position with the City of Fairfield.
- E. Probationary employees under this SECTION are subject to the extension of their probationary period in accordance with ARTICLE IX, SECTION 1, Paragraph E of this agreement.
- F. Employees on a temporary/light duty work assignment taking leave would calculate their leave in the following manner: current work week hours/40 hours, multiplied by leave hours requested.

Example 1: 1 hour leave requested

$$52/40 = 1.3$$

$$1.3 \times 1 = 1.3 \text{ hours of leave requested}$$

1 hour leave requested

$$50.461/40 = 1.26$$

$$1.26 \times 1 = 1.26 \text{ hours of leave requested}$$

Example 2: 8 hours leave requested (Full-Day)

$$52/40 = 1.3$$

$$1.3 \times 8 = 10.4 \text{ hours of leave requested}$$

8 hours of leave requested (Full-Day)

$$50.461/40 = 1.26$$

$$1.26 \times 8 = 10.08 \text{ hours of leave requested}$$

SECTION 11. - SHIFT REASSIGNMENT

In the event an employee is reassigned to a different unit day assignment, a reverse twenty-four (24) hour shift shall be used to switch between the shifts. If the employee is moving forward (e.g., from U-1 to U-2), the employee shall work the last twelve (12) hours of his/her original shift and the first twelve (12) hours of the newly assigned shift. If the employee is moving backward (e.g., from U-3 to U-1), the employee shall work the last twelve (12) hours of the newly assigned shift and the first twelve (12) hours of his/her original

shift. Shift reassignments shall/may occur due to promotion, trade, vacancy or by management right and shall be made in accordance with ARTICLE V, SECTION 1, Paragraph H of this contract.

SECTION 12. - ALTERNATIVE WORK SCHEDULE

Due to training requirements, an alternative schedule will be needed at times. The following will apply when an alternative schedule is needed. An "out of town" class is defined as a class for which the City authorizes lodging.

- A. In-town Classes:
- | | |
|---------------------|---|
| One (1) Day Class | Employee will be paid overtime if not working his/her assigned shift. |
| Two (2) Day Class | City will pay overtime or provide time off at City's option. |
| Three (3) Day Class | Employee will be excused from working his/her assigned shift that falls during the three (3) day class. |
| Four (4) Day Class | (Class does not begin on employee's assigned unit day) Employee will not work his/her assigned unit day that falls within the class period and the City will pay overtime or additional time off for the fourth-class day. |
| Four (4) Day Class | (Class begins on employee's assigned unit day) Employee will not work his/her first assigned shift that falls within the class period and will be expected to return to work following class on the fourth day to finish working his/her shift. |
| Five (5) Day Class | Employee will be excused from working two (2) shifts during the time the class is scheduled. |
- B. Out-of-town Classes:
- | | |
|---------------------|---|
| One (1) Day Class | Employee will be paid overtime if not working his/her assigned shift. |
| Two (2) Day Class | City will pay overtime or provide time off at City's option. |
| Three (3) Day Class | Employee will be excused from working his/her assigned shift that falls during the three (3) day class. |
| Four (4) Day Class | (Class does not begin on the employee's assigned unit day) Employee will not work his/her assigned unit day that falls within the class period and the City will pay overtime or additional time off for the fourth-class day. |
| Four (4) Day Class | (Class begins on employee's assigned unit day) Employee will not work his/her first assigned shift that falls within the class period and will be expected to return to work following class on the fourth day to finish working his/her shift. An employee will not be required to return to work on the fourth day if the employee will arrive in town late or extensive travel time is required during the fourth day. |
| Five (5) Day Class | Employee will be excused from working two (2) shifts during the time the class is scheduled. Due to travel time, the employee will be excused from the last half of their shift if travel time is required or the class is scheduled to start the next morning following the employee's assigned unit day. An employee will also be excused from the first half of his/her assigned shift following the class if the employee arrives back in the Cincinnati area after 6:00 p.m. the night prior to his/her assigned unit day. |

SECTION 13. - LEAVE ACCRUALS

(This SECTION affects ARTICLES VII Holidays and Holiday/Personal Leave, ARTICLE VIII Vacation and ARTICLE XIV Sick Leave)

When transferred from a position assigned to one (1) day, consisting of 24 hours on, followed by two (2)

days, consisting of 48 hours off for an average 52-hour workweek, to a position assigned to a 40-hour workweek, vacation, holiday/personal and sick leave accruals under ARTICLES VII, VIII and XIV shall be reduced by multiplying the member's accumulated accruals by a factor of .7692

When transferred or promoted from a position assigned to a 40-hour workweek, to a position assigned to a one (1) day, consisting of 24 hours on, followed by two (2) days, consisting of 48 hours off for an average 52-hour workweek, vacation, holiday/personal and sick leave accruals under ARTICLES VII, VIII and XIV shall be increased by multiplying the member's accumulated accruals by a factor of 1.3.

Effective the first full pay period after 4/1/2028, when transferred from a position assigned to one (1) day, consisting of 24 hours on, followed by two (2) days, consisting of 48 hours off for an average 50.461-hour workweek, to a position assigned to a 40-hour work week, vacation, holiday/personal and sick leave accruals under ARTICLES VII, VIII and XIV shall be reduced by multiplying the member's accumulated accruals by a factor of .792

When transferred or promoted from a position assigned to a 40-hour workweek, to a position assigned to a one (1) day, consisting of 24 hours on, followed by two (2) days, consisting of 48 hours off for an average 50.461-hour workweek, vacation, holiday/personal and sick leave accruals under ARTICLES VII, VIII and XIV shall be increased by multiplying the member's accumulated accruals by a factor of 1.26.

ARTICLE VI

WAGES AND PERFORMANCE EVALUATIONS

SECTION 1. - WAGE RATES AND WAGE RANGES

- A. The wage rates which shall be effective during the contract period of April 1, 2026 through March 31, 2029 are set forth in attached Appendix A which reflects the following:
1. Effective the first pay period following April 1, 2026, employees shall receive a 3% base wage increase;
 2. Effective the first pay period following April 1, 2027, employees shall receive a 3% base wage increase;
 3. Effective the first pay period following April 1, 2028, employees shall receive a 2% base wage increase.
- B. A new firefighter-paramedic may be hired at a pay service step commensurate with his/her skills, knowledge, abilities, and years of equivalent service. The service step rate shall be offered to the candidate with the offer of employment.

SECTION 2. - PERFORMANCE EVALUATION

All firefighter-paramedics shall be entitled to an annual performance evaluation. Performance evaluations shall take the form and be made in such a manner as prescribed by the City.

SECTION 3.- ACTING BATTALION CHIEF

When the Fire Chief appoints a Captain covered by this contract to serve as Acting Battalion Chief, an additional two dollars (\$2.00) per hour shall be added to the employee's base rate of pay for the duration of the appointment. Appointments to the position of Acting Battalion Chief shall be at the discretion of the Fire Chief or his/her Designee.

SECTION 4.- ACTING LIEUTENANT

When the Fire Chief appoints an employee covered by this contract to serve as an Acting Lieutenant, an additional one dollar and seventy-five cents (\$1.75) per hour shall be added to the employee's base rate of pay for the duration of the appointment. The Fire Chief will appoint an employee covered by this Agreement in the absence of an officer to provide supervision necessary to oversee the operations of a fire station. Appointments to the position of Acting Lieutenant shall be at the discretion of the Fire Chief or his/her Designee.

Parties agree that an Acting Lieutenant will be appointed at each of the three fire stations in the absence of an officer and shall be compensated as provided above. Parties further agree the responsibilities of this position shall be defined by the Fire Chief as deemed necessary to support the day-to-day operations of the station.

SECTION 5.- ACTING FIRE APPARATUS OPERATOR (FAO)

When the Fire Chief appoints a non-rank employee covered by this contract to serve as an Acting Fire Apparatus Operator (FAO), an additional one dollar (\$1.00) per hour shall be added to the employee's base rate of pay for the duration of the appointment. Appointments to the position of Acting Fire Apparatus Operator shall be at the discretion of the Fire Chief or his/her Designee.

ARTICLE VII

HOLIDAYS AND HOLIDAY/PERSONAL LEAVE

SECTION 1. - HOLIDAYS

- A. The following will be the only holidays under this contract. All holidays will be twenty-four (24) hours in length.

New Year's Day
Martin Luther King's Day
Presidents Day
Easter Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- B. Employees scheduled to work on a designated holiday or any other special day the City closes its offices, other than days to honor agreements with other bargaining units, will be paid at one and one-half (1-1/2) times the regular hourly rate. An employee who is scheduled off for a holiday but is called in to work on a day other than their regular Unit Day shall be paid two and one-half (2-1/2) times their normal hourly rate for all hours worked on the holiday. If the City closes its offices for unforeseen circumstances, all employees not working will be compensated proportionately with ten and four-tenths (10.4) hours of straight time pay, as calculated by ARTICLE V, SECTION 10, Paragraph F. Effective the first full pay period after 4/1/2028, if the City closes its offices for unforeseen circumstances, all employees not working will be compensated proportionately with ten and eight-hundredths (10.08) hours of straight time pay, as calculated by ARTICLE V, SECTION 10, Paragraph F.
- C. For all holiday pay under this contract, a holiday begins at the employee's normal starting time for a regularly scheduled workday and ends twenty-four (24) hours later.

SECTION 2. - HOLIDAY/PERSONAL LEAVE

The City will grant 24/48-hour workweek employees one hundred seventy-three (173) hours of holiday/personal leave time off per calendar year and 40-hour workweek employees one hundred thirty-three (133) hours of holiday/personal leave time off per calendar year at straight time which the employee may take off work in lieu of having scheduled holidays and personal days. Said holiday/personal leave time off may only be taken with prior approval of the Fire Chief or his/her designee and provided twenty-four (24) hours advance notice of the request has been given to the Fire Chief or his/her designee. Holiday/personal leave time off may be granted with less than twenty-four (24) hours notice at the discretion of the Fire Chief or his/her Designee. Such holiday/personal leave time off for new employees will be earned on the basis of fourteen (14) hours holiday/personal leave time off for each complete calendar month worked during the remainder of the first calendar year of employment. All other employees will be credited with one hundred seventy-three (173) hours holiday/personal leave time off on January 1 of each year. Holiday/personal leave time off may be accumulated by a 24/48-hour workweek employee up to three hundred forty-six (346) hours and a 40-hour workweek employee up to two hundred sixty-six (266) hours and may be used in conjunction with an employee's vacation with the approval of the Fire Chief or his/her Designee. Holiday/personal leave time off accumulated in excess of three hundred forty-six (346) hours for a 24/48-hour workweek employee or two hundred sixty-six (266) hours for a 40-hour workweek employee shall be lost. Holiday/personal leave time off shall be taken in a minimum of one (1) hour increments. Unused accumulated holiday/personal leave time shall not be paid upon separation from employment.

Once each calendar year a 24/48-hour workweek employee may sell back up to 130 hours (i.e., the holiday

portion) of accrued holiday/personal leave at the employee's current hourly rate of pay. Said compensation will be paid with the normal payroll but, if the compensation is for forty (40) or more hours, it shall be issued as a separate payment for said pay period.

Once each calendar year a 40-hour workweek employee may sell back up to 100 hours (i.e., the holiday portion) of accrued holiday/personal leave at the employee's current hourly rate of pay. Said compensation will be paid with the normal payroll but, if the compensation is for forty (40) or more hours, it shall be issued as a separate payment for said pay period.

The holidays recognized by the current CBA (see ARTICLE VII, SECTION 1) shall be the 40-hour workweek employee's regularly scheduled off day.

ARTICLE VIII

VACATION

SECTION 1. - VACATION EARNED

A. Each employee, after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State of Ohio, shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, one hundred four (104) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after one completed year of service with the City.

1. An employee with seven (7) or more years of service with the City shall have earned and is entitled to one hundred fifty-six (156) hours of vacation leave with full pay.
2. An employee with fourteen (14) or more years of service with the City shall have earned and is entitled to two hundred eight (208) hours of vacation leave with full pay.
3. An employee with twenty-four (24) years of service with the City shall have earned and is entitled to two hundred sixty (260) hours of vacation leave with full pay.
4. Each additional five (5) year period of service with the City after twenty-four (24) years will add fifty-two (52) hours to the employee's annual vacation leave.

Effective the first pay period following April 1, 2028, each employee, after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State of Ohio, shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, one hundred one (101) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after one completed year of service with the City.

1. An employee with seven (7) or more years of service with the City shall have earned and is entitled to one hundred fifty-one point five (151.5) hours of vacation leave with full pay.
2. An employee with fourteen (14) or more years of service with the City shall have earned and is entitled to two hundred two (202) hours of vacation leave with full pay.
3. An employee with twenty-four (24) years of service with the City shall have earned and is entitled to two hundred fifty-two point five (252.5) hours of vacation leave with full pay.
4. Each additional five (5) year period of service with the City after twenty-four (24) years will add fifty point five (50.5) hours to the employee's annual vacation leave.

Members, including, but not limited to Life Safety Inspectors, assigned to a 40-hour workweek shall have their leave accruals and accumulations adjusted to reflect the reduced workweek as follows:

1. An employee with one (1) or more years of service with the city shall have earned and is entitled to eighty (80) hours of vacation leave with full pay.
2. An employee with seven (7) or more years of service with the city shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.
3. An employee with fourteen (14) or more years of service with the city shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.

4. An employee with twenty-four (24) years of service with the city shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.
 5. Each additional five (5) year period of service with the city after twenty-four (24) years will add forty (40) hours to the employee's annual vacation leave.
- B. After one year of service with the City as set forth in Paragraph A. hereof, annual vacation leave shall be credited to each employee on January 1 of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to an additional fifty-two (52) hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date. If during the calendar year after April 1, 2028, an employee attains enough years of service to entitle him/her to an additional fifty and five tenths (50.5) hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.
- C. An employee who was previously employed by the State of Ohio or any political subdivision of the State of Ohio, earning vacation credits currently, is entitled to have his/her prior full-time service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State of Ohio or any political subdivision of the State of Ohio may not be counted toward the completion of the first year of employment with the City which is a requirement for an employee to be eligible for vacation leave as set forth in Paragraphs A. through B hereof.

SECTION 2. - VACATION ACCUMULATION CONVERSION OF SICK LEAVE SCHEDULING

- A. Vacation time earned cannot be accumulated in excess of the accrual for the past three (3) years as of December 31 each year. Vacation time accumulated in excess of the accrual for three (3) years will be paid out to the employee before additional vacation accrues on January 1 each year. An employee with an unpaid vacation leave balance that was earned in a previous calendar year may request to convert and to be paid out for a minimum of forty-eight (48) hours and up to a maximum of two (2) years of the employee's corresponding annual accrual of vacation leave hours. To be eligible for conversion, the employee must maintain a minimum vacation balance equal to their current annual accrual. Converted hours for paid out vacation leave must have been accrued in a prior calendar year. At the employee's request, vacation leave hours will be deducted from the employee's vacation leave balance and paid out to the employee at his/her current base hourly rate on a one for one (1:1) basis. An employee opting for such a conversion of unpaid vacation leave shall make written application to the Finance Department during the month of October; such applications must be received in the Finance Department no later than October 31. Any accrued vacation that is not paid out pursuant to this SECTION shall be eligible for payment upon separation from service. Note: The Employer and the Union intend that payouts under this provision will be exempt from pension obligations on the part of the employee and the Employer.
- B. Each year an employee with an unused sick leave hour balance as of December 31 may convert up to forty-eight (48) hours of that balance to vacation leave hours on a one for one (1:1) basis. For employees working a 40-hour workweek, they may convert up to forty (40) hours of that balance to vacation leave hours on a one for one (1:1) basis. An employee opting for such a conversion shall make written application to the Finance Department during the month of December; such applications must be received in the Finance Department no later than December 31.
- C. Selection of vacation shall be by seniority subject to staffing needs as determined by the Fire Chief. An employee may make his/her selection on November 15th of the previous year, December 15th of the previous year, and final selection on February 15th of the upcoming year; however, after February 15th, vacations can then only be changed with approval of Fire Chief and on "open dates". If the employee decides to split his/her vacation, he/she may do so, but only after everyone has had a chance to pick a first-choice date for his or her vacation. The second choices, third choices, etc., will also be by seniority. A choice of vacation for purposes of first choice, second choice, etc., shall be defined as a period of consecutive scheduled workdays selected as a vacation period.

Employees who do not wish to post vacation may only take vacation on open dates with the approval of the Fire Chief. Vacations scheduled during the vacation selection period of November 15th to February 15th of each year may not exceed the amount of vacation the employee will have available during that calendar year.

- D. After the vacation dates are selected, a vacation request form must be submitted to the Fire Chief not more than thirty (30) or less than fifteen (15) days prior to the scheduled starting date. Vacations may be canceled anytime up to the vacation date and rescheduled on open dates. Emergency situations will be handled without regard to the above procedure by the employee and his/her supervisor.
- E. Vacations of twenty-four (24) hours or less duration may be scheduled without regard to the above with approval of Fire Chief.
- F. Vacation leave shall be taken in a minimum of one (1) hour increments.

SECTION 3. - PAYMENT FOR UNUSED VACATION UPON RETIREMENT

An employee who retires or otherwise separates from the employment of the City for any reason shall be paid for his/her accumulated unused vacation leave up to a maximum of the employee's vacation accrual for the past three (3) years. In the event of the death of an employee, such unused vacation leave shall be paid to the estate of the employee.

ARTICLE IX

SENIORITY AND PROBATIONARY PERIOD

SECTION 1. – DEFINITIONS

- A. Seniority shall be defined as the uninterrupted length of continuous full-time service with the City of Fairfield Fire Department.
- B. City service or length of service shall be defined as a period of time, measured in years, months, and days that an employee has accumulated as a full-time employee in the service of the City.
- C. It is agreed that a probationary employee, or a provisionary or a temporary full-time employee, shall have his/her job classification seniority and his/her City service dated from his/her date of hire, provided he/she receives a permanent appointment without a break in service.
- D. All employees shall serve a probationary period of one (1) year and can be removed from the service during this period subject to provisions of the Ohio Revised Code. Employees hired after April 1, 2002, who do not have "Paramedic" certification shall serve a subsequent probationary period, specific to paramedic skills, that extends six (6) months after a "Paramedic" certification is obtained.
- E. Any employee who is injured, becomes ill or is on a temporary/light duty work assignment during their initial one (1) year probationary period, and is subject to extended time-off duty, shall be subject to a probation extension, which shall not exceed the amount of days that they were on injury, sick leave or a temporary/light duty work assignment. The calculation of days counted will begin when said employee is officially determined to be on injury, sick leave or a temporary/light duty work assignment. The amount of days from the determined date until return to duty will be the amount of days owed toward the probation extension.

ARTICLE X

LAY-OFF AND RECALL

All lay-off and recall procedures utilized by the Employer will be consistent with the rules and regulations of the Fairfield Civil Service Commission, applicable Sections of the Ohio Revised Code, and the Fairfield City Charter.

ARTICLE XI

PARAMEDIC CERTIFICATION

All employees who are certified paramedics on the effective date of this Agreement shall maintain paramedic certification during the course of their employment. In the event an employee is having difficulty getting their paperwork processed at the state level, it is the employee's responsibility to request a three (3) month certification extension until the problem can be resolved. If, after all pending applicable administrative appeals and extensions are exhausted, the paramedic loses certification, this shall be considered just cause for termination.

Employees who do not have paramedic certification on the effective date of this Agreement are required to acquire and maintain such certification through an approved institution.

All employees hired after the effective date of this Agreement who do not already have paramedic certification must acquire and maintain paramedic certification through an approved institution. Any new employee must acquire paramedic certification within three (3) calendar years from date of hire. Failure to obtain and thereafter maintain such certification shall be just cause for termination.

Employees assigned by the Fire Chief or his/her Designee to training to obtain paramedic certification or for the maintenance of current EMT or paramedic certification during the employees' working hours will be released from duty without loss of pay. Employees so assigned during the employees' off time will be paid at one and one-half (1-1/2) times employee's normal hourly rate as set out in the appendices herein for all time worked.

Recognizing that the City incurs a considerable investment and expense in providing paramedic training to members of the bargaining unit, it is agreed that those individuals who receive paramedic training provided at the expense of the City after their appointment shall be required to reimburse the City for the costs of such training if they do not complete the period of service in accordance with the agreement attached hereto as Appendix B and incorporated herein by reference. This agreement will generally be executed as a condition of appointment of new employees. However, existing employees to whom the agreement has application will also be required to execute and abide by the agreement.

ARTICLE XII

RESIGNATION OR RETIREMENT

SECTION 1. – RESIGNATION OR RETIREMENT

- A. The City expects, and the Union agrees, that employees shall make an effort to provide the City with at least two weeks written notice of the employee's separation from service due to resignation or retirement.
- B. A full-time employee who separates from City service and provides the City with a minimum of six (6) months binding written notice of resignation or retirement shall be paid a notice incentive of one thousand five-hundred dollars (\$1,500) with their final pay provided that the employee does not use more than fifty percent (50%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during the employee's final six (6) months of employment. Standard procedures for approval of leave time will be observed.
- C. A full-time employee who separates from City service, who does not qualify for the notice incentive under Paragraph B, and provides the City with three (3) months binding written notice of resignation or retirement shall be paid a notice incentive of seven hundred fifty dollars (\$750) with their final pay provided that the employee does not use more than twenty-five percent (25%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during said three (3) month period. Standard procedures for approval of leave time will be observed.
- D. In order to qualify for either of the incentives described in Paragraph B or C above, the employee must actually separate from City service on the date specified in the written notice of resignation or retirement unless the date is extended by mutual agreement of the City and the employee.
- E. The City will make available a standard form to be used by employees who wish to qualify for either of the incentives described in Paragraphs B or C above in order to assist employees in meeting all elements for the written notice required.
- F. Upon retirement from the City of Fairfield, with twenty (20) or more years of service with the City of Fairfield, the employee will be awarded their badge and helmet.

SECTION 2. - PAYMENT OF ACCRUED BUT UNUSED SICK LEAVE UPON RETIREMENT

- A. Retirement means disability or service retirement from the City of Fairfield, Ohio, under any State or Municipal retirement system applicable to the City of Fairfield, from which the employee will begin drawing benefits immediately. Payment for accumulated unused sick leave of employees in the bargaining unit who retire shall be made as follows:
 - 1. An employee who retires from the City with ten (10) or more full years of service with the State of Ohio and political subdivisions of the State of Ohio, or any combination thereof, shall be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick leave credit. Payment under this SECTION shall not exceed the value of three hundred twenty-five (325) hours of accrued but unused sick leave.
 - 2. An employee who retires from the City with ten (10) or more full years of service with the City of Fairfield shall be paid in cash for the value of his/her accrued but unused sick leave.
- B. Payments under the above sections shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Upon the death of an employee entitled to a payment under this SECTION, such payment shall be made to the employee's estate. Upon the death of a present employee of the City, the employee's estate shall be paid for the value of the accrued unused sick leave of the employee at the time of death, whether or not the employee would otherwise have been entitled to payment under this SECTION.

- C. A one hundred thirty (130) hour sick leave bank will be established for all new employees that will be available for their use in order to be paid if they have not accumulated sufficient sick leave and are off work. This bank is for the first year of employment only, and must be repaid in future years from sick leave accumulated. A 40-hour workweek employee will be adjusted accordingly.

SECTION 3.- DISABILITY RETIREMENT

If it is determined by the City's physician or the employee's physician, that the employee is permanently disabled so as to be unable to perform the regular or ordinary duties of an employee's position, then the employee shall promptly submit a proper application for disability retirement to the Ohio Police and Fire Pension Fund (OP&F). The employee shall provide to the City copies of all correspondence and documentation provided to the Ohio Police and Fire Pension Fund (OP&F). The employee shall also sign a release to enable the City to obtain information from the Ohio Police and Fire Pension Fund (OP&F) regarding the status of his/her retirement application and/or will assist the City in obtaining such information. The determination of disability retirement eligibility by the Ohio Police and Fire Pension Fund (OP&F) shall be binding upon the employee and the City. Any employee who is determined to be eligible for disability retirement shall retire immediately.

ARTICLE XIII

WELLNESS

It is hereby recognized that the IAFF/IAFRC labor management wellness and fitness initiative (WFI) shall serve as the standard for improving the quality of life, health, and safety of all uniformed employees covered under this agreement. In the event there are any disputes regarding the standard set forth by the WFI and/or additional recommendations for testing/assessments, the Union and City agree to meet to discuss during labor/management committee meeting.

It is understood that this program is non-punitive in nature; however, participation shall be considered mandatory for all employees covered under this agreement.

The City agrees to maintain the current level of resources necessary to support the wellness and fitness program and shall provide the following for all career uniformed employees, at no cost to the employee, in accordance with WFI standards:

1. An annual physical examination; and
2. An annual behavioral health assessment
 - a. In the event the employee elects to participate in the behavioral health assessment off duty, the city shall compensate no more than one (1) hour of overtime at the employees' current rate of pay.
3. An optional cancer screening offered on a three-year rotation.
 - a. This screening shall come from an agreed upon provider between labor and management.

The City further agrees to provide sufficient opportunities for employees to participate in this program during normal working hours. Each employee shall be required to engage in a minimum of sixty (60) minutes of physical fitness activity per shift, as outlined in the wellness and fitness program, except as may be waived by the Fire Chief.

Local 4010 agrees to work cooperatively with the Fire Chief to address any problems or concerns identified during the annual physical examination for the purpose of initiating non-punitive corrective action and working toward the improvement of the employee's overall physical condition.

In accordance with department policy 4.42.6, if deemed necessary by the Fire Chief, employees covered under this agreement may be referred for medical evaluation following illness or injury, or if, through observation, a noticeable physical deficiency or suspected medical concern is identified.

Both parties agree that any fitness and wellness program implemented under this ARTICLE shall be professionally managed. "Professionally managed" shall not be interpreted to require administration by an outside agency, entity, or group; however, it may include the advice or services of qualified professionals trained in areas related to health, fitness, and wellness, whether or not they are employees of the City of Fairfield.

A. CONFIDENTIALITY AND MEDICAL RECORDS

All medical, behavioral health, and fitness-related information obtained through participation in the wellness and fitness program shall be strictly confidential. Such information shall be maintained solely by the medical provider conducting the examinations and shall not be released to the City or Fire Department administration except in the following circumstances:

1. With the written consent of the employee;
2. When necessary to confirm an employee's medical clearance or restriction for duty; or
3. As otherwise required by law.

The medical provider may release to the City a list of employees who have completed or participated in the required components of the wellness and fitness program. This list shall include only the names of participants and dates of participation and shall not contain any medical findings, results, diagnoses, or recommendations.

Aggregate, non-identifiable data may also be provided to the City or Union solely for the purpose of evaluating the overall effectiveness of the wellness and fitness program.

No information obtained through the wellness and fitness program shall be used for disciplinary purposes or as the basis for any adverse employment action.

All medical records shall be handled in accordance with applicable state and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA), and retained only as long as necessary to comply with legal requirements and the operational needs of the wellness and fitness program.

ARTICLE XIV

LEAVES AND LEAVES OF ABSENCE

SECTION 1. - LEAVES OF ABSENCE

Leaves of absence without pay may be granted in accordance with the Civil Service Commission Rules and Regulations.

SECTION 2. - REINSTATEMENT

An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, plus any contractual increases, upon approval of his/her application to return to work.

SECTION 3. - FUNERAL LEAVE

- A. An employee will be granted funeral leave totaling twenty-four (24) scheduled working hours without using sick leave, for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An employee will be paid his/her normal straight time hourly rate for any such funeral leave.
- B. To be eligible for payment, an employee must produce some evidence of said death in the form of a public notice or its equivalent. For the purposes of this SECTION "Immediate Family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, stepmother, stepfather, grandmother, grandfather, grandchild, great-grandmother, great-grandfather, mother or father of wife or husband, foster parents, son-in-law, daughter-in-law, grandmother or grandfather of wife or husband, brother-in-law or sister-in-law, or legal guardian.

SECTION 4. - MILITARY LEAVE

Permanent public employees of the City of Fairfield who are performing military duty shall receive pay in accordance with Ohio Revised Code Section 5923.05, but shall not receive payments in excess of those required by Ohio Revised Code Section 5923.05. "Permanent public employee" and "military duty" as used in this SECTION are as defined in Ohio Revised Code Section 5903.01.

SECTION 5. - WITNESS OR JURY DUTY

Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear as a witness or defendant before any court as a result of their normal duties as an employee of the City of Fairfield. Any other court appearances not directly related to employment with the City of Fairfield will not be paid. An employee will also receive full pay for regularly scheduled hours on any day when the employee is required to sit for jury duty by the United States or Ohio courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed outside scheduled working hours for such employee.

SECTION 6. - SICK LEAVE PROVISIONS

- A. One hundred thirty (130) hours of sick leave shall be granted to each 24/48-hour workweek employee and one hundred (100) hours of sick leave shall be granted to each 40-hour workweek employee on January 1 of each year. There will be a maximum accumulation of thirteen hundred (1,300) hours of sick leave for members assigned to a 24/48-hour workweek and one thousand (1,000) hours for members assigned to a 40-hour workweek. Accumulated sick leave in excess of thirteen hundred (1,300) hours for members assigned to a 24/48-hour workweek or one thousand (1,000) hours for members assigned to a 40-hour workweek shall be paid by the City on a one-for-one basis prior to February 1 of any year. Sick leave may be used upon approval of the appropriate administrative officer of the City for any of the causes set forth below:

1. Absence due to personal illness.
2. Absence due to personal injury.
3. Exposure to contagious disease which could be communicated to other employees.
4. Serious illness or injury or death in the employee's immediate family which for this SECTION shall include: husband, wife, father, mother, sister, brother, son, daughter, in-laws, foster parents, and stepparents.
5. Pregnancy of the employee.

B. Sick leave shall be taken in a minimum of one (1) hour increments.

SECTION 7. - MATERNITY/ PATERNITY LEAVE

The City will provide up to ninety-six (96) hours for a 24/48 shift employee and up to eighty (80) hours for a 40-hour per week employee for the birth or adoption of his/her child. The leave must be taken within three (3) days following the birth of a child or the date on which the adoption is finalized by a court of competent jurisdiction. The employee will be paid only for those scheduled days of work the employee is absent as a result of this leave. Employees will not be paid for days scheduled off which fall in the approved leave period described above.

SECTION 8. – INJURED ON-DUTY LEAVE

A. An employee who sustains a work-related injury/illness shall be eligible for "injured on-duty" regular pay and benefits for up to one (1) year from the date of the industrial injury/illness. This period may be extended at the sole discretion of the City Manager for up to one (1) additional year if the member is a bed patient in the hospital or has a realistic prognosis of returning to duty during the second year. The injury/illness must be incurred while the employee is on active duty, directly caused by conditions of employment as a firefighter and in the course and scope of employment.

If the Fire Chief is provided medical documentation establishing that:

1. An employee is temporarily unable to perform his or her full regular duties following an industrial injury/illness, and
2. Is able to work a Temporary/Light Duty Assignment;

The Fire Chief may extend in writing, and employee shall accept a temporary/light duty work assignment in accordance with ARTICLE V, SECTION 10 of this Agreement.

Any period(s) worked on a temporary/light duty assignment due to an industrial incident shall be included in the one (1) year calculation. Any new condition, aggravation or reoccurrence of an injury or illness, which arises from the original industrial incident, shall not result in injured on-duty pay in addition to the one (1) calendar year provided in this paragraph. The employee shall not be entitled to payment for any potential overtime opportunity lost as a result of not being assigned to his or her regular duties.

B. All employees receiving injured on-duty pay under Paragraph A shall also apply for workers' compensation medical benefits. Gross payments by the City under this SECTION shall be reduced by the amount of any worker's compensation wage benefits or disability insurance benefits received by such employee which arises from full or partial contributions made by the City of Fairfield. The City shall continue to pay the employee's full salary until worker's compensation benefits are received by the employee. The payments by the City will be adjusted for any back award of worker's compensation benefits at the time such benefits are received by the employee.

If it is determined by the City's physician or the employee's physician, that the employee is permanently disabled so as to be unable to perform the regular or ordinary duties of an employee's position, then the employee shall promptly submit a proper application for disability retirement to the Ohio Police and Fire Pension Fund (OP&F). The employee shall provide to the City copies of all correspondence and documentation provided to the Ohio Police and Fire Pension Fund (OP&F). The employee shall also sign a release to enable the City to obtain information from the Ohio Police

and Fire Pension Fund (OP&F) regarding the status of his/her retirement application and/or will assist the City in obtaining such information. The determination of disability retirement eligibility by the Ohio Police and Fire Pension Fund (OP&F) shall be binding upon the employee and the City. Any employee who is determined to be eligible for disability retirement shall retire immediately. If an employee retires without returning to active duty, no accrued holiday/personal leave will be paid out.

- C. Employees granted injured on-duty pay under Paragraph A above shall be entitled to their normal vacation, holiday/personal leave and sick leave accruals. An employee granted injured on-duty pay shall not be disqualified from the perfect attendance award under ARTICLE XV, SECTION 2 if the employee is otherwise qualified.
- D. In cases where the employee can recover lost wages from a third-party, other than from a disability insurer's policy paid for by the employee, the City of Fairfield shall be subrogated to those wages paid during the injured on-duty leave. Employee shall reimburse the City of Fairfield such wages upon recovery from the third-party.

SECTION 9. - INDEPENDENT PHYSICAL OR MENTAL EXAMINATION

Whenever an employee presents a doctor's diagnosis in justification of any medical leave, a doctor's certification to return to work or a request for a reasonable accommodation due to the employee's physical or mental limitations, the City may require the employee to have a physical or mental examination by a physician or psychologist selected by the City. The results of the examination will be provided to the City and the City will pay the fee for the examination.

Where a medical question is at issue, the City Manager shall, upon receiving a written request for an appeal, obtain a medical opinion from an independent third party who shall be mutually agreed to by the employee's physician and the City Manager. The selection of a third party shall be made within fifteen (15) days of the appeal request unless an extension is agreed to by the parties. The third party shall render a medical opinion within thirty (30) days of the selection and the decision of the third party shall be binding. The City will pay the fee for the third examination.

SECTION 10. - DONATED LEAVE TIME

All members of the bargaining unit shall be eligible for donated leave benefits, subject to the terms of this SECTION, to relieve hardship resulting from extended illness or injury to the employee or a member of the employee's immediate family. For purposes of this SECTION, immediate family is defined as: husband, wife, father, mother, sister, brother, son, daughter, in-laws, foster parents, and stepparents.

- A. When an employee notifies the Fire Chief that his/her sick leave balance has been or is about to be exhausted, the Chief or designee shall investigate:
 - 1. The character of the present ailment impacting the employee or family member;
 - 2. The prognosis from the physician treating the employee or family member.
- B. The Fire Chief shall execute a letter to the City Manager, setting forth:
 - 1. The details of his/her investigation;
 - 2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated sick leave time.
- C. If the City Manager approves a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated and the source of those hours (i.e., sick leave, vacation, or holiday/personal leave). An employee donating sick leave time will not be eligible for an attendance incentive award in the year of such a donation. A decision by the City Manager to deny a recommendation to allow donations shall not be subject to the grievance procedure.

- D. In no case will donated time be employed to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board.
- E. An employee may be the recipient of no more than six hundred fifty (650) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor.
- F. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate. All donated time, regardless of its source, shall be credited to the recipient as sick leave.

ARTICLE XV

LONGEVITY AND ATTENDANCE INCENTIVE AWARD

SECTION 1. - ELIMINATION OF LONGEVITY PAY

The members of the bargaining unit acknowledge that additional pay increments and steps negotiated as a part of the contract dated April 1, 2008, through March 31, 2011 were accepted by the bargaining unit in lieu of the prior practice of paying longevity pay.

SECTION 2. - ATTENDANCE INCENTIVE AWARD

- A. Each permanent, full-time employee shall be eligible to be paid a one-time incentive award of \$225.00 if the employee achieves perfect work attendance during the attendance period as defined in Paragraph D below.
- B. This benefit will be paid on or before January 15 of the year following the year of perfect attendance.
- C. Employees absent from work due to vacation, holiday leave, funeral leave, personal leave, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered absent from work for purposes of this benefit. Any leave without pay shall disqualify an employee from receiving this benefit or as directed by law.
- D. The period for measuring such attendance record shall commence on the first day of the first pay period paid in a calendar year and end on the last day of the last pay period paid in the same calendar year.
- E. Newly employed and separating employees shall be eligible for a prorated benefit based on one-twelfth (1/12) of the award, as merited by the employee's attendance for each completed service month. To receive credit for a service month, the employee shall have worked in that entire month.

ARTICLE XVI

PROMOTIONAL PROCEDURES

The provisions of Ohio R.C. Chapter 124 and any other section of the Ohio Revised Code notwithstanding, the following shall be the procedure for the appointment to the positions of Battalion Chief, Fire Captain, Fire Lieutenant and Fire Apparatus Operator.

SECTION 1. - PROMOTIONS TO BATTALION CHIEF

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Battalion Chief in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an assessment center procedure which shall be open to those individuals who have completed three (3) years at the rank of full-time Fire Captain in the Fairfield Fire Department, who are certified at Fire Officer Level I in accordance with the provisions of NFPA 1021, and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. After such assessment center procedure has been completed, an eligibility list shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this SECTION.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an assessment center for the full-time position of Battalion Chief competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those in the Fire Lieutenant classification with a minimum of six (6) years full-time service in a full-time defined benefit pension plan, until the examination is competitive, and if such lower full-time ranks are exhausted, the examination may be opened to the general public. The opening of the examination to lower full-time ranks and/or the general public shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character. In the event the Civil Service Commission opens the examination to those other than Fire Captains and based upon a review of the qualifications of the applicants, the Commission may include a written test as a qualifier to participate in the assessment center procedure.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of three (3) persons standing highest on the eligibility list for Battalion Chief. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than three (3) names from an eligibility list if the list contains less than three (3) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Battalion Chief shall achieve certification at Fire Officer Level II in accordance with the requirements of NFPA 1021 as a condition for successfully completing the one-year probationary period for such promotion.

SECTION 2. - PROMOTIONS TO CAPTAIN

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Fire Captain in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an assessment center procedure which shall be open to those individuals who have completed two (2) years at the rank of full-time Fire Lieutenant in the Fairfield Fire Department, who are certified at Fire Officer Level I in accordance with the provisions of NFPA 1021, and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. After such assessment center procedure has been completed, an eligibility list shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this SECTION.

- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an assessment center for the full-time position of Fire Captain competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those with less than two (2) years in the rank of Fire Lieutenant. In the event that there is still not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an assessment center for the full-time position of Fire Captain competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those Firefighter-Paramedic classification with a minimum of six (6) years full-time service in a full-time defined benefit pension plan, and if such lower full-time ranks are exhausted, the examination may be opened to the general public. The opening of the examination to lower full-time ranks and/or the general public shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character. In the event the Civil Service Commission opens the examination to those other than Fire Lieutenants and based upon a review of the qualifications of the applicants, the Commission may include a written test as a qualifier to participate in the assessment center procedure.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of five (5) persons standing highest on the eligibility list for Fire Captain. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than five (5) names from an eligibility list if the list contains less than five (5) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Fire Captain shall achieve certification at Fire Officer Level II in accordance with the requirements of NFPA 1021 as a condition for successfully completing the one-year probationary period for such promotion.

SECTION 3. - PROMOTIONS TO LIEUTENANT

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Fire Lieutenant in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an examination which shall be open to those individuals who have completed their probationary period, who hold a current paramedic certification, who have five (5) years of firefighting experience in a full-time defined benefit pension plan and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. The candidates shall be provided a list of books from which to study at least ninety (90) days before the examination. After the examination has been completed, an assessment center procedure adopted by the Civil Service Commission shall be administered to those with the top twelve (12) passing scores on a written test. After such assessment center procedure has been completed, an eligibility list weighted 50% on the written test and 50% on the results of an assessment center procedure shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this SECTION. Individuals receiving a passing score on the written examination shall receive credit for prior years of full-time service with the City of Fairfield Fire Department, in accordance with Civil Service rules.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an examination for the full-time position of Fire Lieutenant competitive (i.e., the number of vacancies plus one), then a different examination shall be opened to those inside candidates who are eligible including those who wish to re-test and outside applicants who are currently in a career firefighter or officer position for a minimum of five (5) years as a Firefighter/Paramedic. Those inside candidates who choose to re-test have the option of choosing either test score. The opening of the examination to qualified outside candidates shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of five (5)

persons standing highest on the eligibility list for Fire Lieutenant. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than five (5) names from an eligibility list if the list contains less than five (5) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.

- D. An employee promoted to the rank of Lieutenant shall achieve certification at Fire Officer Level I in accordance with the requirements of NFPA 1021 as a condition for successfully completing the one-year probationary period for such promotion.

SECTION 4. - PROMOTIONS TO FIRE APPARATUS OPERATOR (FAO)

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Fire Apparatus Operator (FAO) in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an examination which shall be open to those individuals who have completed two (2) years in a full-time defined benefit pension plan, has completed probation in the Fairfield Fire Department, who are certified as Class I Drivers by the Fairfield Fire Department and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. The candidates shall be provided a list of materials from which to study at least ninety (90) days before the examination. After the examination has been completed, an assessment center procedure adopted by the Civil Service Commission shall be administered to those with a passing score on the written test. After such assessment center procedure has been completed, an eligibility list, weighted 50% on the written test and 50% on the results of the assessment center procedure, shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this SECTION. Individuals receiving a passing score on the written examination shall receive credit for prior years of full-time service with the City of Fairfield, in accordance with the Civil Service rules.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an assessment center for the full-time position of FAO competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those in the Firefighter-Paramedic classification with a minimum of one (1) year full-time service in the Fairfield Fire Department, and if such lower full-time ranks are exhausted, the examination may be opened to the general public. The opening of the examination to lower full-time ranks and/or the general public shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character. In the event the Civil Service Commission opens the examination to those other than two (2) year career fire fighters and based upon a review of the qualifications of the applicants, the Commission may include a written test as a qualifier to participate in the assessment center procedure.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of five (5) persons standing highest on the eligibility list for FAO. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than five (5) names from an eligibility list if the list contains less than five (5) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Fire Apparatus Operator shall serve a one-year probationary period.

SECTION 5 – PROMOTIONS TO LIFE SAFETY INSPECTOR

- A. Whenever a notice of retirement or resignation is given to the city by a Life Safety Inspector (LSI) in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an examination which shall be open to those individuals who have completed two (2) years of full-time firefighting experience in a full-time

defined benefit pension plan, has completed probation in the Fairfield Fire Department, who hold a current paramedic certification, a valid state of Ohio fire safety inspector 1 & 2 certifications and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. The candidates shall be provided a list of books from which to study at least ninety (90) days before the examination. after the examination has been completed, an eligibility list weighted 100% on the written test shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this section. individuals receiving a passing score on the written examination shall receive credit for prior years of full-time service with the city of Fairfield Fire Department, in accordance with Civil Service rules.

- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection a hereof to make an examination for the full-time position of LSI competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those in the firefighter-paramedic classification with a minimum of one (1) year full-time service in the Fairfield Fire Department, and if such lower full-time ranks are exhausted, the examination may be opened to the general public. The opening of the examination to lower full-time ranks and/or the general public shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of four (4) persons standing highest on the eligibility list for life safety inspector. upon such certification, the City Manager may appoint any of the persons so certified. the Civil Service Commission may certify less than four (4) names from an eligibility list if the list contains less than four (4) names; however, in such a case the city manager as the appointing authority may request that the civil service commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Life Safety Inspector shall maintain the following licenses and/or certifications:
 - a. Ohio driver's license
 - b. Ohio firefighter II certification
 - c. Ohio paramedic certification
 - d. Ohio fire safety inspector I & II certification
- E. An employee promoted to the rank of Life Safety Inspector shall achieve and maintain the following certifications within the first two (2) years of appointment as a condition for successfully completing the one-year probationary period for such promotion:
 - a. Fire investigator certificate from the Ohio Fire Academy, the Fire Code Academy, a local adult education center, or an accredited university
 - b. Ohio fire and life safety educator I certificate
 - c. Ohio Youth Firesetter Intervention Specialist certificate
 - d. Fireworks inspector certificate from the Ohio Fire Academy, the Fire Code Academy, a local adult education center, or an accredited university
 - e. Blue card certification

ARTICLE XVII

MISCELLANEOUS

A. EMPLOYEE BENEFITS

B. ADDITIONAL GENERAL ITEMS

A. EMPLOYEE BENEFITS

SECTION 1. - PENSION PLAN, HOSPITALIZATION, MEDICAL CARE, AND GROUP LIFE INSURANCE

- A. The City will provide, at no cost to each employee, group life insurance consisting of \$50,000 coverage on each employee. An employee may purchase, at his/her own expense, \$10,000 of life insurance on the employee's spouse and \$10,000 on each eligible child. In addition, employees will be permitted to purchase additional units of life insurance as an add-on to the existing City provided policy, if allowed by the insurance company. Such additional life insurance will be at the employee's own expense.
- B. The City will provide health insurance and group life insurance until the expiration of all vacation leave, sick leave, and leaves of absence.
- C. The City will "pick-up" employee contributions to the Ohio Police and Fire Pension Fund (OP&F) by the "salary reduction method" in accordance with IRS regulations.
- D. The City will make available to all eligible bargaining unit employees the same major medical/hospital care insurance plan(s), prescription drug plan(s) and dental plan(s) that are available to non-bargaining unit employees who are in classified or unclassified positions for the City of Fairfield. If such non-bargaining unit employees are required to pay a portion of insurance premiums for the insurance plans, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements, terms and conditions, including but not limited, to fees, contributions, co-payments, deductibles, surcharges, employer HSA contribution, and out-of-pocket maximums, specified for such non-bargaining unit City employees shall also be applicable to bargaining unit employees. If a newly hired employee elects and is deemed eligible for such coverage(s), said insurance shall be effective upon his/her hire date.
- E. New hire employees, employees experiencing a "qualified event" as defined by Section 125 of the Internal Revenue Code, or employees during open enrollment, who waive all City offered group health and dental benefits shall be compensated twelve hundred dollars (\$1,200), pro-rated at \$100 per full month, for such non-participation during a full plan period (typically one-year) or as otherwise established by the plan documents. Said compensation for non-participation will be paid during the first calendar month following the end of the applicable plan period. Compensation for non-participation shall not be paid to an employee who receives coverage as the spouse of another City employee.

Employees desiring to waive coverage shall execute a written declination of coverage or elect to waive in the appropriate benefits portal, which acknowledges that the City shall have no responsibility or liability for the health or dental benefits or expenses of the employee or his/her dependents and that re-enrollment in the plan(s) shall be subject to the provisions of the respective medical/prescription or dental benefits plan.

- F. The City will contribute eighty-three percent (83%) of the total monthly cost of the employee's medical and dental insurance premium. Employees will contribute the remaining seventeen percent (17%) of the total monthly cost of the employee's medical and dental insurance premiums via payroll deduction from the first two (2) pay periods each month. If an employee's wages during such a pay period are not sufficient to pay the employee's portion of the premium(s), the City will bill the employee for his/her full portion of the premium. The employee shall remit his/her full portion of the insurance premium to the City within 30 days of the date of the invoice or said insurance will be terminated.

- G. Health Savings Account (HSA) Contribution - The following shall apply if an employee selects coverage under a High Deductible Health Plan (HDHP) that qualifies the employee to make contributions to an HSA:
1. The City will contribute to an employee's HSA account a maximum of \$700 for each single plan and \$1,800 for each family plan for each plan year that an employee is enrolled in the HDHP plan.
 2. The City contribution will be made in twelve (12) prorated monthly payments during the first pay period of each month.
 3. Employees who are not enrolled in a group Medical Plan for a full plan year who experience a qualifying life event and enroll in a HDHP will be paid a monthly prorated portion of the HSA contribution set forth in this SECTION.
- H. IAFF maintains participation in the Joint Benefit Cooperative per Administrative Policy adopted by the City Manager and referenced in in Appendix D. Appendix D will remain in draft format until August 1, 2026.

(Note- Appendix C is incorporated by reference regarding the Employee Benefits Trust Fund)

SECTION 2. - DISABILITY INSURANCE

A voluntary short-term and long-term disability plan will be made available by the City, so long as there is sufficient participation by all City employees in accordance with the carrier's minimum participation requirements.

This coverage will be fully funded by the participating employees. The City will arrange for payroll deductions and for the other necessary administration to make the insurance available.

B. ADDITIONAL GENERAL ITEMS

SECTION 1. – EDUCATIONAL ASSISTANCE

- A. The expenses for permanent full-time employees who are required or requested by the City Manager to attend training schools, seminars, or other instructional or educational programs including examinations to increase their knowledge and further their competency in their occupation with the City, shall be paid by the City as follows:
1. Registration fees, tuition or charges for the training school, seminar, or educational or other instruction program.
 2. Reimbursement for meals at the rate established by City policy and adopted by City ordinance.
 3. Mileage reimbursement for car expenses when an employee is not provided a City-owned vehicle, at the rate established by City policy and adopted by City ordinance. Bus, train, or air fare at tourist rate is provided for lengthy trips, when such method of travel is approved by the City Manager.
 4. Single occupancy hotel or motel charge.
 5. Salary or hourly rate will be paid when schools, etc., are attended during employee's normal work day.
 6. Travel pay for time actually spent in travel to and from schools, etc., shall be paid at the employee's normal hourly rate or at one and one-half (1-1/2) times the normal rate, depending upon whether such travel time is over and above employee's normal scheduled work hours.

- B. Checks are to be issued in advance of the attendance of the employee for 1, 2, & 4 of SECTION 2. Expenses shall be verified by the employee submitting an itemized expense account for Items 1, 3, & 4 within fifteen (15) days of completion.

Item 2 shall be paid only when Item 4 is required. However, the City will reimburse the employee lunch money at the GSA per diem rate for the area or nearest area where the training is located. This pertains only to lunch expenses for one day training schools or seminars where lunch is not included in the registration or admission cost.

- C. In the event of overpayment of estimated expenses, the employee shall deliver payment for the difference when filing his/her expense account. In the event of underpayment, the City shall issue a check for the difference on or before the date of the paycheck of the employee for the next pay period.

SECTION 2. - UNIFORMS AND SHOES

Employees will be furnished uniforms and dry-cleaning service by the City in accordance with departmental policy. The City will purchase safety shoes and/or boots, belts, socks, or any other non-provided, department-approved uniform items for each employee at a cost of up to three hundred dollars (\$300.00) per calendar year. An approved list will be maintained by the Fire Chief and the Uniform Committee. The City shall provide specifications for said shoes by administrative policy. This money will be in the form of a purchase order, not cash payment. If an employee presents justification, the employee may be permitted to exceed the three hundred dollars (\$300.00) limit at the Fire Chief's discretion. If an employee's shoes are damaged while the employee is on duty, the City will cover the cost of replacing said pair of shoes or boots.

SECTION 3. – DEFERRED COMPENSATION PLAN

A voluntary deferred compensation plan by payroll deduction will be provided by the City.

SECTION 4. - DRUG TESTING

The City and the Union agree that all employees covered by this bargaining unit shall be subject to reasonable suspicion testing, random testing, post-accident testing, and return to duty and follow-up testing to identify any alcohol misuse or use of controlled substances without a licensed physician's written prescription. Members of this bargaining unit shall be required to participate in random drug testing provided all fire suppression and emergency medical employees of the Fire Department are required to participate in the random drug testing pool for the Fire Department employees.

SECTION 5. - RESIDENCY

Employees shall reside anywhere within Butler County, Hamilton County or any contiguous county thereto. Employees must provide notice of change of address within 30-days of moving.

SECTION 6. - OUTSIDE EMPLOYMENT

Employees of the Fairfield Fire Department are bound by the requirements of City Policy regarding outside employment. Because of the unique nature of fire suppression work, there are special issues with respect to employees covered by this Agreement. In accordance with City Policy, outside employment must be approved by the Fire Chief and the City Manager. Generally, outside employment that has the potential to impact the fitness or mental well-being of employees or to present a conflict of interest will not be approved. No employee shall engage in outside employment which involves being regularly scheduled to work during the eight (8) hour period immediately prior to reporting for a scheduled shift on the Fairfield Fire Department.

SECTION 7. - AGREEMENT PRINTING

The City and the Union agree to share equally the cost of printing copies of this Agreement in numbers sufficient to provide copies to the total full-time Fire Department workforce at the time of signing as well as City management personnel responsible for administration of the contract. The parties may agree to print

sufficient additional copies necessary for required distributions throughout the term of the contract. The City will also provide to the Union an electronic copy of the Contract.

SECTION 8. – INJURY, EXPOSURE, OR COMMUNICABLE DISEASE TESTING

In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his or her employment, and is referred for testing, treatment, and/or preventive measures, and Workers' Compensation subsequently determines that there was no injury sustained, all bills pertaining to the employee's testing, treatment, and/or preventative measures shall be the responsibility of the City, if Worker's Compensation denies payment of said expense..

An employee shall submit to testing when requested by the City, if the City believes an exposure has occurred. All tests shall be kept confidential between the testing agency, the employee, City Management, the Fire Department's Medical Advisor, and the Fire Chief. All applicable laws pertaining to an employee's health records must be followed. The Fire Chief shall not delegate his responsibility for involvement in this process to any other person.

The employee has the responsibility to notify the Fire Chief if the employee becomes aware through any means that the employee may have a potentially communicable disease. Any information provided to the Fire Chief shall remain strictly confidential between the Fire Chief, the employee, City Management, and the Fire Department's Medical Advisor. If the Fire Chief and the Fire Department's Medical Advisor believe this condition may affect the employee's ability to safely perform the employee's job responsibilities or possibly affect the safety of other employees, an employee has the right to request an Independent Physical Examination as set forth in ARTICLE XIV, SECTION 9 of this contract.

If it is determined by the Fire Department medical advisor or the independent physical examination that the employee's condition as described above may affect his/her ability to safely perform the employee's job responsibilities or affect the safety of other employees, said employee may be placed in a temporary work assignment as set forth in ARTICLE V, SECTION 10 or provided an appropriate leave of absence pursuant to ARTICLE XIV. Further, if it is determined by the City's medical advisor or the employee's physician that the employee is permanently unable to perform the regular or ordinary duties of his/her position, then employee shall promptly submit a proper application for disability retirement to the Ohio Police and Fire Pension Fund (OP&F) and shall provide the City copies of correspondence and documentation provided to the Ohio Police and Fire Pension Fund (OP&F).

SECTION 9. – USE OF VEHICLES

- A. Any employee who is required, or otherwise authorized, to operate a motor vehicle in the course and scope of his/her duties with the City of Fairfield, must notify a supervisor, by the next business day, when their license is expired, suspended or revoked. Employee further must report any and all accidents, arrests, violations and citations issued associated therewith. Failure to do so may result in disciplinary action, up to and including discharge.
- B. Employer agrees to use its discretion in an attempt to reasonably accommodate the employee's ability to work during the period of the suspension or revocation. However, employer is not obligated to permit employee to operate City vehicles, even if a court of competent jurisdiction has granted work driving privileges.

ARTICLE XVIII

CORRECTIVE ACTION

No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. Discipline shall generally be progressive in its application. This means that discipline imposed on an employee for repeated violations will generally progress from a lower form of discipline to a more severe form of discipline. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct. Serious violations or misconduct may not follow progressive discipline and may not include all discipline steps.
- C. Records of corrective counseling, verbal reprimands, and written reprimands shall cease to have force and effect three (3) years after issuance, provided no intervening misconduct of the same or similar nature has been sustained against the employee. Records of suspensions of twenty-four (24) hours or less shall cease to have force and effect four (4) years after issuance, provided no intervening misconduct of the same or similar nature has been sustained against the employee. Suspensions of more than twenty-four (24) hours shall remain a part of the employee's permanent record.

ARTICLE XIX

GRIEVANCE PROCEDURE

SECTION 1. - SCOPE OF GRIEVANCE PROCEDURE

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written Agreement.

The purpose of this Grievance Procedure is to establish a process for the fair, expeditious and orderly adjustment of grievances in the Fairfield Fire Department. The grievance procedure and the following ARTICLE XX on Arbitration do not apply to disciplinary matters except for recommendations of termination and suspension of sixteen (16) hours or more. All other disciplinary matters shall be determined in accordance with Civil Service law and procedure.

SECTION 2. - REPRESENTATION CLASS GRIEVANCES

- A. A grievance may be brought under this procedure by one or more aggrieved employees. The aggrieved employee may, at Steps 2-4 below, bring a grievance representative. The representative selected by an aggrieved employee may consist of any of the following persons:
 - 1. An official of the Union.
 - 2. A delegate of the Union.
 - 3. An attorney of the employee's choice.
 - 4. Any other person of the employee's choice.
- B. Any grievance brought by one or more employees that affects all employees, or all employees of one rank, shall be submitted directly to the Chief at Step Two.

SECTION 3. - TIME LIMITATIONS

- A. The aggrieved employee shall bring the grievance to his/her immediate supervisor assigned to the same unit day within two (2) working tours of its occurrence; or, if at the time the employee is unaware of the grievance, within two (2) working tours of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every step shall not be considered timely and shall be void.

The time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved employee, and the appropriate management representative at each Step.

SECTION 4. - STEPS

- A. Step 1 - The aggrieved employee shall meet with his/her immediate supervisor within the prescribed time limits and verbally discuss the grievance. The immediate supervisor shall discuss the grievance with the Battalion Chief, make a decision and verbally communicate this decision to the aggrieved employee within two (2) working tours of the initial presentation of the grievance. Every effort shall be made by the employee, the immediate supervisor and the Battalion Chief to resolve the grievance at this level.
- B. Step 2 - If the grievance is not resolved in Step 1, the aggrieved employee shall electronically submit a written grievance to the Fire Chief within three (3) working tours following the supervisor's verbal response. The written grievance at this Step and all Steps thereafter, shall contain the following information: (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee. The Fire Chief shall respond electronically in writing to this grievance within five (5) City working days of its receipt.

The written response at this Step, and management responses at all Steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; (4) the signature of the appropriate management representative. The Fire Chief shall retain one copy of the grievance and disposition and forward one copy to the City Manager's representative or City Manager.

C. Step 3 - City Manager's Representative.

1. Should the aggrieved employee not be satisfied with the answer he or she received in Step 2, within three (3) working tours after his or her receipt thereof, he or she may refer the grievance to the City Manager's Representative.
2. The grievance at this Step shall be submitted to the City Manager's Representative electronically in writing, using a form supplied by the Union found on the Common Drive.(M Drive)
3. The City Manager's Representative shall schedule a meeting to be held within ten (10) City working days of his/her receipt of the grievance form. The employee-grievant may choose the appropriate Union representative and/or a non-employee, duly accredited representative of the Union, to accompany him/her to the meeting at this Step. The City Manager's Representative may request the attendance of any other person(s) as he/she deems necessary.
4. The City Manager's Representative shall respond to this grievance in writing with his or her answer reproduced on the grievance form and shall electronically return the response to the aggrieved employee within ten (10) City working days after the grievance meeting.

D. Step 4 - City Manager

1. Should the aggrieved employee not be satisfied with the written answer he or she received in Step 3, within three (3) working tours after his or her receipt thereof, he or she may electronically submit the grievance form to the City Manager and request that the meeting contemplated by this Step 4 be scheduled.
2. Upon receipt of the written grievance form, the City Manager shall have the form time-stamped to show the date of his or her receipt, and shall schedule a meeting to be held within ten (10) City working days of his/her receipt of the grievance form.
3. The aggrieved employee may choose the appropriate Union representative to accompany him or her to the meeting at this Step. In addition, the aggrieved employee may choose a non-employee, duly- accredited representative of the Union, to attend this meeting.
4. Upon completion of the Step 4 meeting, the City Manager shall determine whether the Step 3 answer is consistent with this Agreement, Employer policies, applicable provisions of the Ohio Revised Code, Civil Service Statutes, and the Fairfield City Charter.
5. The City Manager shall render his/her decision in writing and electronically return copies to both the aggrieved employee and to the appropriate representative of the Union within ten (10) City working days after the meeting with the aggrieved employee.

For the purposes of counting time, "City working days" as used in this ARTICLE will not include Saturdays, Sundays, or holidays, scheduled days off, vacation, and approved leaves.

ARTICLE XX

ARBITRATION

SECTION 1.

Should an aggrieved employee, after receiving the written answer to his or her grievance at Step Four of the Grievance Procedure, still feel that the grievance has not been resolved to his or her satisfaction, he or she may, upon approval of the Union, request that the grievance be heard before an arbitrator. The Union must make written application to the City Manager for arbitration within thirty (30) calendar days of receipt of the written answer from the City Manager at Step Four. It is understood that the Union shall make the determination as to whether any grievance is appealed to arbitration.

SECTION 2.

Within fifteen (15) working days following submission of the application for arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to resolve the dispute and/or select an impartial arbitrator by mutual agreement. In the event no agreement is reached at this meeting, the parties will designate who will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators from the region where the City of Fairfield is located, from which the City and Union representatives shall select one by mutual agreement. If agreement cannot be reached, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the remaining name after six (6) names have been struck. The opportunity to strike the first name from the list shall be determined by coin toss for each arbitration.

All fees and expenses of the arbitrator will be equally divided between the parties. Each party shall bear the expense of its own non-employee witnesses. The employer agrees to allow the aggrieved employee and a reasonable number of relevant employee witnesses time off with pay, if necessary, at the regular rate to attend the arbitration hearing.

SECTION 3.

Only disputes involving an alleged violation, misinterpretation, or misapplication of a specific term of this agreement shall be subject to arbitration. Questions of arbitrability shall be decided by the arbitrator.

The decision and award of the arbitrator shall be final and binding upon the Union, the City and the aggrieved officer(s). The arbitrator shall issue a decision within thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

SECTION 4.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the misinterpretation and/or misapplication of the provisions of this Agreement, disciplinary actions taken (excluding the types of disciplinary actions that are subject to civil service and not arbitration), and/or compliance with the provisions of this Agreement, and in reaching his or her decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement.

ARTICLE XXI

NO STRIKE/NO LOCKOUT

Neither the Union nor any member of the bargaining unit included in this contract shall take part in, cause, or aid any strike, slowdown, picketing except informational picketing which does not interfere with the operations of the City, or any other interference with the operations of the City during the term of this Agreement. This section shall pertain to strikes, slowdowns, picketing and interference with the work of the City's officers, agents or contractors. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this section, in accordance with this Agreement.

If there is an unauthorized strike, work stoppage, interruption or impeding of work, the Union together with its officers and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately, and instruct all interested employees of the City or other employees that said strike is not authorized and that work shall be continued. If these Steps are followed, there shall be no financial liability on the part of the Union, or any of its officers or agents, for such violation.

As stated in the Ohio Revised Code (ORC) 4117.11 (A) (7), it is an unfair labor practice for the City, its agents or representatives to lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

ARTICLE XXII

TOTAL AGREEMENT, HEADINGS, GENDERS

- A. The provisions of this contract constitute the entire written contract between the City and the Union. The City and the Union each certify without reservation that an adequate opportunity has been afforded the bargaining representatives of each to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to the signing of this contract. Therefore, the City and the Union each agree that, for the duration of this contract, neither shall be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the City and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions, except as specifically required by this contract. Neither party shall be bound by prior written or verbal Agreements.
- B. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of any such article nor affect any interpretation of any such article.
- C. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXIII

SAVINGS CLAUSE

- A. If any provision of this Agreement, or the application of such provision should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation or administrative ruling, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of laws or rulings will be discussed. The remaining parts or portions of this Agreement shall remain in full force and effect.
- B. This Agreement shall be binding upon the parties, their officers, employees, members, successors and assigns, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE XXIV

AGREEMENT

The provisions of this Agreement shall be effective April 1, 2026 and shall remain in full force and effect to and including March 31, 2029, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this _____ day of _____, 2025

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 4010

FOR THE CITY OF FAIRFIELD

By: _____
Robert Lance, President

By: _____
Scott W. Timmer
City Manager

By: _____
Jeremy Shiflett, Vice President

By: _____
Laura J. Murphy
Assistant City Manager

By: _____
Michael Weiss, Treasurer

By: _____
Thomas Lakamp
Fire Chief

By: _____
Jacob Marshall, Secretary

By: _____
Tami Moore
Human Resource Manager

By: _____
Megan Burns
Tax Administrator/
Assistant Finance Director

APPROVED AS TO FORM:

Stephen J. Wolterman
Assistant Law Director, City of Fairfield



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

Adoption and authorization to implement Cybersecurity Program in accordance with Ohio Revised Code Section 9.64.

Legislation Title:

Resolution adopting a cybersecurity program for the City of Fairfield, Ohio, pursuant to Ohio Revised Code Section 9.64 and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council adopt and authorize implementation of a Cybersecurity Program, on or before January 1, 2026, to safeguard public data, information technology systems, and information technology resources in accordance with Ohio Revised Code Section 9.64 and Auditor of State Bulletin 2025-007.

Discussion:

The Ohio General Assembly enacted Ohio Revised Code Section 9.64, requiring political subdivisions to adopt and implement a cybersecurity program to safeguard public data, information technology systems, and information technology resources. The Auditor of Ohio, through Bulletin 2025-007, provided guidance to all public offices regarding compliance with ORC Section 9.64, including adoption of policies addressing cybersecurity standards, training, incident reporting, and ransomware responses. The City Manager, in collaboration with the Information Technology staff and subject matter experts in the field of cybersecurity have developed a Written Information Security Program (WISP) which complies with the mandates of Ohio Revised Code Section 9.64 and the guidance provided in Auditor of Ohio Bulletin 2025-007.

Pursuant to ORC Sections 9.64(E) and 9.64(F), records related to the Cybersecurity Program and incident reports are not public records, and procurement records identifying cybersecurity-related software, hardware or services are classified as security records under Ohio law and are therefore, not subject to disclosure pursuant to public records requests.

Section 9.64 (B) of the new law also prohibits local governments from paying ransoms in the event of a ransomware attack unless City Council formally approves the payment via resolution or ordinance.

Financial Impact:

There is no financial impact associated with the adoption of the City's Cybersecurity Program.

Emergency Provision:

Yes- The emergency provision is requested because the effective date of adoption and implementation of the Cybersecurity Program is January 1, 2026 pursuant to Ohio Revised Code 9.64.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Cybersecurity Program-Res

RESOLUTION NO. _____

RESOLUTION ADOPTING A CYBERSECURITY PROGRAM FOR THE
CITY OF FAIRFIELD, OHIO, PURSUANT TO OHIO REVISED CODE
SECTION 9.64 AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted Ohio Revised Code Section 9.64, requiring political subdivisions to adopt and implement a cybersecurity program to safeguard public data, information technology systems, and information technology resources; and

WHEREAS, the Auditor of Ohio, through Bulletin 2025-007, provided guidance to all public offices regarding compliance with ORC Section 9.64, including adoption of policies addressing cybersecurity standards, training, incident reporting, and ransomware responses.

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

- Section 1. The City of Fairfield, Ohio hereby adopts and establishes the Written Information Security Program (WISP) on file in the office of the City Manager as the official cybersecurity program for the City of Fairfield, Ohio in accordance with ORC Section 9.64.
- Section 2. The WISP shall be reviewed at least annually, or upon significant changes to systems, regulations, or incidents, and updated as necessary.
- Section 3. The City Manager is directed to implement and enforce the cybersecurity program and ensure compliance with all statutory requirements, including employee training, reporting, and oversight.
- Section 4. Specific operational and technical measures described within the cybersecurity program are classified and shall not be disclosed publicly, consistent with state and federal cybersecurity standards.
- Section 5. No ransomware payment shall be made without prior approval of this Council as required by ORC Section 9.64.
- Section 6. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the cybersecurity program be effective no later than January 1, 2026 as mandated by Ohio law; wherefore, this Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2025\Cybersecurity Program-Res



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

2026 Annual Operating Budget

Legislation Title:

An Ordinance to make estimated appropriations for the expenses and expenditures of the City of Fairfield, Ohio, during the period beginning January 1, 2026, and ending December 31, 2026.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

Discussion:

The proposed budget represents this coming year's plan for generating revenues and funding expenditures sufficient to implement specific programs, functions, and activities during the 2026 fiscal year. The budget is the City's primary fiscal planning document. Its major goal is to provide sound fiscal administration.

Financial Impact:

City expenditures, which include the departmental budgets, debt service and fund transfers as contained in the 2026 Operating Budget presented at the Council-Manager Briefings on October 27, and November 10, 2025, total \$103,311,998, and estimated revenues for this period total \$118,593,210.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2026_AppropriationOrdinance_Final

Ordinance Number -

AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY FAIRFIELD, OHIO DURING THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026.

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

Section 1. That to provide for the estimated expenses and other expenditures of the City of Fairfield, Ohio during the beginning January 1, 2026 and ending December 31, 2026, the following sums are hereby set aside and appropriated as follows, TO WIT:

Section 2. That sums are hereby appropriated from the various funds of the City to accounts of the City for the purposes therein described as follows:

FROM: UNAPPROPRIATED FUND 100 - GENERAL FUND		<u>40,275,133.00</u>
TO: 110	MAYOR & CITY COUNCIL	269,668.00
	Personnel	245,118.00
	Other	24,550.00
TO: 115	MAYOR	18,654.00
	Personnel	14,154.00
	Other	4,500.00
TO: 120	CITY MANAGER	1,125,325.00
	Personnel	1,069,375.00
	Other	55,950.00
TO: 125	GENERAL SERVICES	6,659,280.00
	Personnel	42,550.00
	Other	6,616,730.00
TO: 130	LAW DIRECTOR	631,470.00
	Personnel	500.00
	Other	630,970.00
TO: 145	HUMAN RESOURCES	534,185.00
	Personnel	418,835.00
	Other	115,350.00
TO: 150	PLANNING & ECONOMIC DEVL	789,490.00
	Personnel	709,990.00
	Other	79,500.00
TO: 155	BUILDING & ZONING INSPECTION	961,152.00
	Personnel	838,368.00
	Other	122,784.00
TO: 160	SPECIAL APPROPRIATION	0.00
	Personnel	0.00
	Other	0.00
TO: 210	FINANCE ADM & ACCOUNTING	640,995.00
	Personnel	606,170.00
	Other	34,825.00
TO: 211	INCOME TAX	1,011,673.00

	Personnel	842,923.00	
	Other	168,750.00	
TO: 213	INFORMATION TECHNOLOGY		832,148.00
	Personnel	728,848.00	
	Other	103,300.00	
TO: 310	POLICE		17,003,636.00
	Personnel	15,256,036.00	
	Other	1,747,600.00	
TO: 315	MUNICIPAL COURT		2,383,547.00
	Personnel	2,054,947.00	
	Other	328,600.00	
TO: 316	JUSTICE CENTER		1,208,000.00
	Personnel	0.00	
	Other	1,208,000.00	
TO: 410	PUBLIC WORKS ADMINISTRATION		1,117,286.00
	Personnel	907,906.00	
	Other	209,380.00	
TO: 412	FACILITIES MAINTENANCE		632,409.00
	Personnel	369,845.00	
	Other	262,564.00	
TO: 420	STREETS & GROUNDS		1,541,378.00
	Personnel	1,541,378.00	
	Other	0.00	
TO: 510	PARKS & RECREATION ADM		1,484,702.00
	Personnel	857,162.00	
	Other	627,540.00	
TO: 513	MARSH PARK FISHING LAKE		153,403.00
	Personnel	74,553.00	
	Other	78,850.00	
TO: 530	COMMUNITY ARTS CENTER		1,276,732.00
	Personnel	534,932.00	
	Other	741,800.00	
TOTAL GENERAL FUND			<u><u>40,275,133.00</u></u>

FROM: UNAPPROPRIATED FUND 201 - STREET CONST, MAINT & REPAIR	<u><u>3,757,653.00</u></u>
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TO: 420	STREETS & GROUNDS		3,757,653.00
	Personnel	1,409,958.00	
	Other	2,347,695.00	
TOTAL STREET CONST, MAINT & REPAIR			<u><u>3,757,653.00</u></u>

FROM: UNAPPROPRIATED FUND 202 - STATE HIGHWAY IMP	<u><u>210,189.00</u></u>
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TO: 420	STREETS & GROUNDS		210,189.00
	Personnel	210,189.00	
	Other	0.00	

TOTAL STATE HIGHWAY IMP		210,189.00
FROM: UNAPPROPRIATED FUND 203 - FIRE LEVY		12,926,713.00
TO: 320 FIRE SUPPRESSION		12,926,713.00
Personnel	11,311,330.00	
Other	1,615,383.00	
TOTAL FIRE LEVY		12,926,713.00
FROM: UNAPPROPRIATED FUND 205 - COUNTY MOTOR VEHICLE		0.00
TO: 160 SPECIAL APPROPRIATION		0.00
Personnel	0.00	
Other	0.00	
TO: 160 SPECIAL APPROPRIATIONS		0.00
Personnel	0.00	
Other	0.00	
TOTAL COUNTY MOTOR VEHICLE		0.00
FROM: UNAPPROPRIATED FUND 206 - TAX RECREATION		0.00
TO: 160 SPECIAL APPROPRIATIONS		0.00
Personnel	0.00	
Other	0.00	
TOTAL TAX RECREATION		0.00
FROM: UNAPPROPRIATED FUND 211 - LAW ENFORCEMENT		15,000.00
TO: 310 POLICE		15,000.00
Personnel	0.00	
Other	15,000.00	
TOTAL LAW ENFORCEMENT		15,000.00
FROM: UNAPPROPRIATED FUND 212 - MUNICIPAL MOTOR VEHICLE		350,000.00
TO: 420 STREETS & GROUNDS		350,000.00
Personnel	350,000.00	
Other	0.00	
TOTAL MUNICIPAL MOTOR VEHICLE		350,000.00
FROM: UNAPPROPRIATED FUND 213 - LAW ENFORCEMENT & EDU		30,000.00
TO: 310 POLICE		30,000.00
Personnel	0.00	
Other	30,000.00	

TOTAL LAW ENFORCEMENT & EDU		<u>30,000.00</u>
FROM: UNAPPROPRIATED FUND 214 - DRUG & ALCOHOL TREATMENT		<u>40,000.00</u>
TO: 315 MUNICIPAL COURT		40,000.00
Personnel	0.00	
Other	40,000.00	
TOTAL DRUG & ALCOHOL TREATMENT		<u>40,000.00</u>
FROM: UNAPPROPRIATED FUND 215 - LOCAL LAW ENFORCE BLOCK		<u>45,000.00</u>
TO: 310 POLICE		45,000.00
Personnel	0.00	
Other	45,000.00	
TOTAL LOCAL LAW ENFORCE BLOCK		<u>45,000.00</u>
FROM: UNAPPROPRIATED FUND 216 - PROBATION SERVICES		<u>470,750.00</u>
TO: 315 MUNICIPAL COURT		470,750.00
Personnel	389,750.00	
Other	81,000.00	
TOTAL PROBATION SERVICES		<u>470,750.00</u>
FROM: UNAPPROPRIATED FUND 217 - COURT COMPUTER		<u>150,000.00</u>
TO: 315 MUNICIPAL COURT		150,000.00
Personnel	0.00	
Other	150,000.00	
TOTAL COURT COMPUTER		<u>150,000.00</u>
FROM: UNAPPROPRIATED FUND 218 - SPECIAL PROJECTS		<u>158,290.00</u>
TO: 315 MUNICIPAL COURT		158,290.00
Personnel	90,290.00	
Other	68,000.00	
TOTAL SPECIAL PROJECTS		<u>158,290.00</u>
FROM: UNAPPROPRIATED FUND 219 - MEDIATION SERVICES		<u>5,000.00</u>
TO: 315 MUNICIPAL COURT		5,000.00
Personnel	0.00	
Other	5,000.00	
TOTAL MEDIATION SERVICES		<u>5,000.00</u>
FROM: UNAPPROPRIATED FUND 220 - NORTH TOWN CENTER TIF		<u>1,000.00</u>

TO: 160 TAX INCREMENT EQUIVALENT		1,000.00
Personnel	0.00	
Other	1,000.00	
TOTAL NORTH TOWN CENTER TIF		<u>1,000.00</u>

FROM: UNAPPROPRIATED FUND 221 - INDIGENT DRIVER INTERLOCK		<u>20,000.00</u>
TO: 315 INDIGENT DRIVER INTERLOCK		20,000.00
Personnel	0.00	
Other	20,000.00	
TOTAL INDIGENT DRIVER INTERLOCK		<u>20,000.00</u>

FROM: UNAPPROPRIATED FUND 222 - NORTHEAST AREA TIF		<u>0.00</u>
TO: 160 NORTHEAST AREA TIF		0.00
Personnel	0.00	
Other	0.00	
TOTAL NORTHEAST AREA TIF		<u>0.00</u>

FROM: UNAPPROPRIATED FUND 223 - SOUTH TOWN CENTER TIF		<u>0.00</u>
TO: 160 SOUTH TOWN CENTER TIF		0.00
Personnel	0.00	
Other	0.00	
TOTAL SOUTH TOWN CENTER TIF		<u>0.00</u>

FROM: UNAPPROPRIATED FUND 301 - GENERAL BOND RETIREMENT		<u>998,000.00</u>
TO: 160 SPECIAL APPROPRIATION		998,000.00
Personnel	0.00	
Other	998,000.00	
TOTAL GENERAL BOND RETIREMENT		<u>998,000.00</u>

FROM: UNAPPROPRIATED FUND 401 - STREET IMPROVEMENT		<u>1,068,500.00</u>
TO: 160 SPECIAL APPROPRIATION		1,068,500.00
Personnel	0.00	
Other	1,068,500.00	
TOTAL STREET IMPROVEMENT		<u>1,068,500.00</u>

FROM: UNAPPROPRIATED FUND 402 - CAPITAL IMPROVEMENT		<u>842,000.00</u>
TO: 160 SPECIAL APPROPRIATION		842,000.00
Personnel	0.00	
Other	842,000.00	

TOTAL CAPITAL IMPROVEMENT		842,000.00
FROM: UNAPPROPRIATED FUND 407 - WATER EXPANSION		5,000.00
TO: 160 SPECIAL APPROPRIATION		5,000.00
Personnel	0.00	
Other	5,000.00	
TOTAL WATER EXPANSION		5,000.00
FROM: UNAPPROPRIATED FUND 408 - SEWER EXPANSION		10,000.00
TO: 160 SPECIAL APPROPRIATION		10,000.00
Personnel	0.00	
Other	10,000.00	
TOTAL SEWER EXPANSION		10,000.00
FROM: UNAPPROPRIATED FUND 409 - FLOOD PROTECTION		0.00
TO: 160 SPECIAL APPROPRIATION		0.00
Personnel	0.00	
Other	0.00	
TOTAL FLOOD PROTECTION		0.00
FROM: UNAPPROPRIATED FUND 410 - STATE ISSUE I		0.00
TO: 160 SPECIAL APPROPRIATION		0.00
Personnel	0.00	
Other	0.00	
TOTAL STATE ISSUE I		0.00
FROM: UNAPPROPRIATED FUND 411 - DOWNTOWN DEVELOPMENT		0.00
TO: 160 SPECIAL APPROPRIATION		0.00
Personnel	0.00	
Other	0.00	
TOTAL DOWNTOWN DEVELOPMENT		0.00
FROM: UNAPPROPRIATED FUND 413 - PARK DEVELOPMENT FUND		0.00
TO: 160 SPECIAL APPROPRIATION		0.00
Personnel	0.00	
Other	0.00	
TOTAL PARK DEVELOPMENT FUND		0.00
FROM: UNAPPROPRIATED FUND 414 - TRANSFORMATIVE ECONOMIC FUND		0.00

TO: 160	SPECIAL APPROPRIATION		0.00
	Personnel	0.00	
	Other	0.00	
	TOTAL TRANSFORMATIVE ECONOMIC FUND		<u>0.00</u>
FROM: UNAPPROPRIATED FUND 415 - ACTIVE TRANSPORTATION FUND			<u>0.00</u>
TO: 160	ACTIVE TRANSPORTATION FUND		0.00
	Personnel	0.00	
	Other	0.00	
	TOTAL ACTIVE TRANSPORTATION FUND		<u>0.00</u>
FROM: UNAPPROPRIATED FUND 416 - SUSTAINABILITY FUND			<u>35,000.00</u>
TO: 160	SUSTAINABILITY FUND		35,000.00
	Personnel	0.00	
	Other	35,000.00	
	TOTAL SUSTAINABILITY FUND		<u>35,000.00</u>
FROM: UNAPPROPRIATED FUND 501 - SPECIAL ASSESSMENT			<u>124,220.00</u>
TO: 160	SPECIAL APPROPRIATION		124,220.00
	Personnel	0.00	
	Other	124,220.00	
	TOTAL SPECIAL ASSESSMENT		<u>124,220.00</u>
FROM: UNAPPROPRIATED FUND 601 - WATER REVENUE			<u>9,422,114.00</u>
TO: 212	UTILITY COLLECTION		415,528.00
	Personnel	203,993.00	
	Other	211,535.00	
TO: 610	PUBLIC UTILITY ADMINISTRATION		236,565.00
	Personnel	106,015.00	
	Other	130,550.00	
TO: 611	WATER SUPERVISION		1,255,245.00
	Personnel	406,555.00	
	Other	848,690.00	
TO: 612	WATER PUMPING TREATMENT		3,147,196.00
	Personnel	1,217,496.00	
	Other	1,929,700.00	
TO: 613	WATER DISTRIBUTION & MAINT		1,825,580.00
	Personnel	1,012,880.00	
	Other	812,700.00	
TO: 619	WATER DEBT SERVICE		2,542,000.00
	Personnel	0.00	
	Other	2,542,000.00	

TOTAL WATER REVENUE		<u>9,422,114.00</u>
FROM: UNAPPROPRIATED FUND 602 - WATER BOND & INTEREST		<u>1,792,000.00</u>
TO: 619 WATER DEBT SERVICE		1,792,000.00
Personnel	0.00	
Other	1,792,000.00	
TOTAL WATER BOND & INTEREST		<u>1,792,000.00</u>
FROM: UNAPPROPRIATED FUND 603 - WATER BOND REDEMPTION		<u>0.00</u>
TO: 619 WATER DEBT SERVICE		0.00
Personnel	0.00	
Other	0.00	
TOTAL WATER BOND REDEMPTION		<u>0.00</u>
FROM: UNAPPROPRIATED FUND 604 - WATER REPLACEMENT & IMP		<u>10,000.00</u>
TO: 160 SPECIAL APPROPRIATION		10,000.00
Personnel	0.00	
Other	10,000.00	
TO: 160 WATER REPLACEMENT & IMP		0.00
Personnel	0.00	
Other	0.00	
TO: 619 WATER DEBT SERVICE		0.00
Personnel	0.00	
Other	0.00	
TOTAL WATER REPLACEMENT & IMP		<u>10,000.00</u>
FROM: UNAPPROPRIATED FUND 605 - WATER SURPLUS		<u>5,000.00</u>
TO: 160 SPECIAL APPROPRIATION		5,000.00
Personnel	0.00	
Other	5,000.00	
TOTAL WATER SURPLUS		<u>5,000.00</u>
FROM: UNAPPROPRIATED FUND 606 - WATER GUARANTEED TRUST		<u>65,000.00</u>
TO: 212 UTILITY COLLECTION		65,000.00
Personnel	0.00	
Other	65,000.00	
TOTAL WATER GUARANTEED TRUST		<u>65,000.00</u>
FROM: UNAPPROPRIATED FUND 620 - SEWER REVENUE		<u>10,982,687.00</u>
TO: 212 UTILITY COLLECTION		3,787,067.00

	Personnel	166,902.00	
	Other	3,620,165.00	
TO: 610	PUBLIC UTILITY ADMINISTRATION		191,615.00
	Personnel	106,015.00	
	Other	85,600.00	
TO: 621	SEWER SUPERVISION		1,378,284.00
	Personnel	465,344.00	
	Other	912,940.00	
TO: 622	SEWER PLANT		2,334,041.00
	Personnel	1,198,141.00	
	Other	1,135,900.00	
TO: 623	SEWER COLLECTION & MAINT		1,443,680.00
	Personnel	1,115,980.00	
	Other	327,700.00	
TO: 629	SEWER DEBT SERVICE		1,848,000.00
	Personnel	0.00	
	Other	1,848,000.00	
	TOTAL SEWER REVENUE		<u><u>10,982,687.00</u></u>

FROM: UNAPPROPRIATED FUND 621 - SEWER BOND & INTEREST		<u><u>848,000.00</u></u>
TO: 629	SEWER DEBT SERVICE	848,000.00
	Personnel	0.00
	Other	848,000.00
	TOTAL SEWER BOND & INTEREST	<u><u>848,000.00</u></u>

FROM: UNAPPROPRIATED FUND 622 - SEWER BOND REDEMPTION		<u><u>0.00</u></u>
TO: 629	SEWER DEBT SERVICE	0.00
	Personnel	0.00
	Other	0.00
	TOTAL SEWER BOND REDEMPTION	<u><u>0.00</u></u>

FROM: UNAPPROPRIATED FUND 623 - SEWER REPLACEMENT & IMP		<u><u>105,000.00</u></u>
TO: 160	SEWER REPLACEMENT & IMP	105,000.00
	Personnel	0.00
	Other	105,000.00
	TOTAL SEWER REPLACEMENT & IMP	<u><u>105,000.00</u></u>

FROM: UNAPPROPRIATED FUND 624 - SEWER SURPLUS		<u><u>20,000.00</u></u>
TO: 160	SPECIAL APPROPRIATION	20,000.00
	Personnel	0.00
	Other	20,000.00

TOTAL SEWER SURPLUS		20,000.00
FROM: UNAPPROPRIATED FUND 630 - SOLID WASTE MANAGEMENT		3,244,000.00
TO: 630 SOLID WASTE MANAGEMENT		3,244,000.00
Personnel	0.00	
Other	3,244,000.00	
TOTAL SOLID WASTE MANAGEMENT		3,244,000.00
FROM: UNAPPROPRIATED FUND 640 - RECREATIONAL FACILITIES		2,355,070.00
TO: 511 AQUATIC CENTER OPERATIONS		428,676.00
Personnel	32,954.00	
Other	395,722.00	
TO: 514 AQUATIC CENTER DEBT		0.00
Personnel	0.00	
Other	0.00	
TO: 515 GOLF PRO SHOP		971,014.00
Personnel	461,983.00	
Other	509,031.00	
TO: 520 GOLF MAINTENANCE		955,380.00
Personnel	484,770.00	
Other	470,610.00	
TOTAL RECREATIONAL FACILITIES		2,355,070.00
FROM: UNAPPROPRIATED FUND 702 - EMPLOYEES BENEFITS		7,835,000.00
TO: 160 SPECIAL APPROPRIATION		7,835,000.00
Personnel	7,800,000.00	
Other	35,000.00	
TOTAL EMPLOYEES BENEFITS		7,835,000.00
FROM: UNAPPROPRIATED FUND 705 - MUNICIPAL GARAGE SERVICES		1,381,429.00
TO: 430 FLEET MANAGEMENT		1,381,429.00
Personnel	763,129.00	
Other	618,300.00	
TOTAL MUNICIPAL GARAGE SERVICES		1,381,429.00
FROM: UNAPPROPRIATED FUND 706 - COMPENSATED LEAVE		0.00
TO: 160 COMPENSATED LEAVE		0.00
Personnel	0.00	
Other	0.00	
TOTAL COMPENSATED LEAVE		0.00

FROM: UNAPPROPRIATED FUND 707 - WEST CHESTER JEDD I		<u>3,628,000.00</u>
TO: 211 WEST CHESTER JEDD 1		10,800.00
Personnel	0.00	
Other	10,800.00	
TO: 211 WEST CHESTER JEDD I		3,617,200.00
Personnel	0.00	
Other	3,617,200.00	
TOTAL WEST CHESTER JEDD I		<u>3,628,000.00</u>

FROM: UNAPPROPRIATED FUND 708 - FAIRFIELD TWP JEDD		<u>81,250.00</u>
TO: 211 FAIRFIELD TWP JEDD		81,250.00
Personnel	0.00	
Other	81,250.00	
TOTAL FAIRFIELD TWP JEDD		<u>81,250.00</u>

TOTAL APPROPRIATIONS	<u>103,311,998.00</u>
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Section 3. That the Finance Director is hereby directed to make payment from any of the foregoing appropriations upon receiving proper certification and vouchers approved by board or officers authorized by law to approve the same or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further, that an appropriation for contingencies can only be expended for the purposes constituting a legal obligation against the City, and for no other purposes other than those covered by the specific appropriations herein made.

Section 4. That this Ordinance shall take effect at the earliest period allowed by law and is hereby declared to be necessary for the orderly fiscal management of said City and in order to assure the proper payment of financial obligations of the City of Fairfield, Ohio including salaries and wages of employees and is necessary for the general welfare of the citizens and shall take effect immediately upon its passage.

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



City Council Communication
Regular Meeting - December 8, 2025

Submitted by: Diana Davenport, Finance Director
 Department: Finance

Subject:

Supplemental Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending Decembr 31, 2025." - Supplemental Appropriations.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is necessary for City Council to pass appropriations to reconcile accounts. It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

Discussion:

At the end of each fiscal year, the Finance Department analyzes all Personnel and Other Fixed cost line items to determine adequacy for fiscal year-end. Supplemental appropriations are requested to ensure no unauthorized expenditures occur during closeout. Additional appropriations are being sought in the following funds:

From:	Unappropriated General Fund...	<u>\$300,000</u>
To:	10012527-275000 Refunds...	<u>\$300,000</u>
From:	Unappropriated Water Revenue Fund...	<u>\$286,000</u>
To:	60121223-239800 Bank Charges...	<u>\$30,000</u>
To:	60161221-211000 Salary and Wages...	<u>\$225,000</u>
To:	60161224-246100 Chemicals...	<u>\$20,000</u>

To:	60161927-271000	Transfer To (Out)...	<u>\$11,000</u>
From:	Unappropriated Water Bond...		<u>\$11,000</u>
To:	60261926-261000	Payment of Interest...	<u>\$11,000</u>
From:	Unappropriated Sewer Revenue Fund...		<u>\$255,000</u>
To:	62062221-211000	Salary and Wages...	<u>\$75,000</u>
To:	62021223-239800	Bank Charges...	<u>\$30,000</u>
To:	62021227-275000	Refunds	<u>\$150,000</u>
From:	Unappropriated West Chester JEDD I...		<u>\$1,700,000</u>
To:	70721127-275003	WC Refunds...	<u>\$1,700,000</u>
From:	Unappropriated Fairfield Twp JEDD...		<u>\$75,000</u>
To:	70821127-275005	FF Twp Refunds...	<u>\$75,000</u>

Financial Impact:

Supplemental Appropriations are required in the following amounts: General Fund - \$300,000; Water Revenue Fund - \$286,000; Water Bond Fund - \$11,000 Sewer Revenue Fund - \$255,000; West Chester JEDD 1 - \$1,700,000; Fairfield Twp JEDD - \$75,000

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Supplemental 12-8-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025.”

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$300,000
To:	10012527-275000 Refunds	\$300,000
From:	Unappropriated Water Revenue Fund	\$286,000
To:	60121223-239800 Bank Charges	\$30,000
To:	60161221-211000 Salary and Wages	\$225,000
To:	60161224-246100 Chemicals	\$20,000
To:	60161927-271000 Transfer To (Out)	\$11,000
From:	Unappropriated Water Bond	\$11,000
To:	60261926-261000 Payment of Interest	\$11,000
From:	Unappropriated Sewer Revenue Fund	\$255,000
To:	62062221-211000 Salary and Wages	\$75,000
To:	62021223-239800 Bank Charges	\$30,000
To:	62021227-275000 Refunds	\$150,000
From:	Unappropriated West Chester JEDD I	\$1,700,000
To:	70721127-275003 Refunds - JEDD West Chester	\$1,700,000
From:	Unappropriated Fairfield Twp JEDD	\$75,000
To:	70821127-275005 Refunds - JEDD FF Twp	\$75,000

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\2025\Supplemental 12-8-Ord



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."

- Contractual Appropriations: \$250,000 total (\$250,000 Real Estate Exchange Agreement (Public Utilities))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$250,000 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Contractual 12-8-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025.”

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

	Unappropriated Transformative Economic	
From:	Development Fund	\$250,000
To:	41416025-251000 Land	\$250,000
	<i>(Real Estate Exchange Agreement)</i>	

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



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”

- Non-Contractual Appropriations: \$271,780 total (see below for description)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$271,780 from noted funding source.

Emergency Provision:

NA

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Non-Contractual 12-8-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025."

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$40,000
To:	10012523-234300 Software Maintenance (Multi-Factor Authentication (MFA) 5CM02)	\$40,000
From:	Unappropriated Capital Improvement Fund	\$143,902
To:	40216024-241100 Computer Supplies/Software (UPS Replacements 5CM03)	\$25,000
To:	40216024-241200 Non Capital Equip/Furnishing (New amenities added throughout city parks 5PR02 [\$12,380]) (New amenities added throughout city parks 5RC13 [\$10,400])	\$22,780
To:	40216025-252000 Improvements Other Than Building (Traffic Signal Cabinet Replacement-River & Joe Nuxhall 5PW41 [\$17,122]) (Awning at North Trace 5RC13 [\$4,100])	\$21,222
To:	40216025-252500 Drainage Improvements (Emergency Storm Sewer Lining-Route 4 and Roesch 5PW53)	\$74,900
From:	Unappropriated Sewer Surplus Fund	\$74,687
To:	62416025-252000 Improvements Other Than Bldg. (Public Utilities Fiber Optic Installation 5WW17)	\$74,687
From:	Unappropriated Recreational Facilities Fund	\$13,191
To:	64051124-244200 Supplies to Maintain Ld, Bldg & Fac.	\$4,225

(Aquatic Center Repairs 5RC06)

To: 64052023-233900 Other Professional Services \$8,966
(Tree Removal at South Trace & North Trace 5RC01)

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\2025\Non-Contractual 12-8-Ord



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Traffic Signal Cabinet Replacement – River and Joe Nuxhall

Legislation Title:

\$17,122 - Traffic Signal Cabinet Replacement – River and Joe Nuxhall (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$17,122 from the Capital Improvement Fund for this traffic signal equipment need.

Discussion:

This project will consist of the City purchasing a replacement cabinet for the one damaged in a traffic accident earlier this year. This type of equipment has a 12-16 week lead time so it is important that we keep one in our stock for when these accidents occur. We do seek replacement costs from the responsible party whenever possible.

An appropriate project is in the Capital Improvements Program for miscellaneous traffic needs and is included in the 2025-2029 CIP as 5PW41.

Attached is the quote for the cabinet as item number one on the quotation. Due to a desire for uniformity of traffic cabinet components and controls, including proprietary technologies, only one quote was secured.

Financial Impact:

\$17,122 from the Capital Improvement Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Quote_C30024_1762528659170

Fairfield, City of

 Nick Castellini
 Fairfield, City of
 8870 N. Gilmore Rd.
 Fairfield OH 45014
 United States

 Email: ncastellini@fairfield-city.org

Phone: (513) 867-4228

Fax: (513) 867-4205

Controller Assembly
River Rd. @ Joe Nuxhall Way

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	12 - 16 Weeks, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	1	EA	Controller Assembly, 8-Phase NEMA TS2 Type 2, Systems Ready with Econolite Cobalt Touch ATC (ASC3) Controller, EDI-MMU2-16LEip Monitor (12) Lod Switches, Flasher, Flash Relays and 2-Slot Preempt Rack in a Base Mounted "P44" Enclosure, 58"Hx44"Wx26"D	34	\$17,122.00	\$17,122.00
2.	1	EA	Cabinet Riser, 12"Hx44"Wx26"D	31	\$476.00	\$476.00
3.	1	EA	Ethernet Switch, Managed with (3) FX SFP Ports and (8) 10/100/1000 TX Ports, Comnet Model CNGE11FX3TX8MS and (2) SFP-6 SM Transceivers	53	\$3,756.00	\$3,756.00
4.	1	EA	Fiber Optic Termination Panel, 6-Fiber with SC Couplers	16	\$300.00	\$300.00
5.	1	EA	Battery Back-up System, 1100 Watt with Multilink EP1100 Inverter, SATG By-Pass Switch, (4) 105AHr/SLA Batteries in Base Mounted Enclosure with Riser, Includes NEMA L1430FI Inlet for Generator Hook-up and Battery Balancer	50	\$7,263.00	\$7,263.00
6.	1	EA	Sonem 2207S Preempt Phase Selector	20	\$3,500.00	\$3,500.00
					Total	\$32,417.00

NOTES:

1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion

2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C30024

11/7/2025

3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.

4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.

ORDERS ARE SUBJECT TO CREDIT APPROVAL

X_____

Authorized Signature



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Aquatic Center Repairs

Legislation Title:

\$4,225 - new 12" gutter valve at the Aquatic Center (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an appropriation of \$4,225 from the Capital Fund for the purchase and installation of a new 12-inch gutter valve at the Aquatic Center.

Discussion:

The Aquatic Center needs to replace the existing 12-inch gutter valve. Large valves operate under constant water pressure, and over time their internal components—such as seals, gaskets, seats, and moving parts—deteriorate, leading to leaks or reduced flow control. Failure of this critical valve can disrupt water levels and circulation, potentially resulting in facility downtime. Proactively replacing the valve will help ensure operation and prevent unplanned closures.

The funding for this project is programmed in 2025-2029 as CIP 5RC06.

Financial Impact:

\$4,225.00 from the Recreational Facility Fund as CIP 5RC06.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Aquatic Center Repair Estimate



POOL REPAIR PROPOSAL

Fairfield Aquatic Center

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day: November 17, 2025 (the Effective Date) by and between SWIMSAFE POOL MANAGEMENT, INC. ("SSPM"), an Ohio Corporation, and Fairfield Aquatic Center ("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

Description

Price Initial

Replace existing 12" gutter valve

\$4,225.00 _____

- Supply and install new 12" pool pro BFV with plastgear operator
- Supply new Stainless steel hardware
- Fabricate and install handle extension for valve

No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are included in this proposal.

Terms: 50% due upon approval, remainder due upon completion. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

Signature of Client

Print name

Date





**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

New Amenities Added Throughout City Parks

Legislation Title:

\$22,780 - purchase of new patio furniture at North Trace and the Elisha Morgan Mansion & new tables at Village Green (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an appropriation of \$22,780 from the Capital Fund for the purchase of new patio furniture for the purchase of new patio furniture for North Trace and the Elisha Morgan Mansion, as well as new tables at Village Green.

Discussion:

The patio furniture sets at both North Trace Golf Course and the Elisha Morgan Mansion are in need of replacement. The existing pieces at each location have begun to rust due to prolonged exposure to the elements, diminishing both their appearance and functionality. Updating the furniture will help preserve the aesthetic quality of these sites and ensure they remain welcoming, comfortable spaces for visitors. Additionally, the tables at Village Green Park have experienced significant wear from heavy year-round use. Replacing them will improve safety, enhance the park's usability, and better accommodate the high volume of community activities held there.

Staff recommends procuring the new furniture from the vendor(s) included in the attached quotes in an effort to maintain uniformity and consistency of brand and "look" at our various Parks' facilities.

Financial Impact:

\$12,380 from the Capital Improvement Fund as 5PR02.
\$10,400 from the Capital Improvement Fund as 5RC13.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. ST Patio Tables
2. Mansion Patio Furniture
3. Tables at Village Green



REQUEST # PRA1493523

PROVIDED TO: FAIRFIELD CITY OF
5350 PLEASANT AVE
FAIRFIELD OH 45014-3597

SHIP TO: FAIRFIELD CITY OF
PARKS DEPT
411 WESSEL DR
FAIRFIELD OH 45014-3677

SUB-TOTAL 10,080.00	SALES TAX .00	SHIPPING/HANDLING 315.12	TOTAL 10,395.12
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DELIVERY TIME 1 BUSINESS DAY VIA DAYTON FREIGHT.
ATTENTION: AMANDA BROCK
NEW: ORDER ONLINE AT ULINE.COM/PRICINGREQUESTDETAIL



REQUEST # PRA1493544

Thank you for your interest in Uline!

PROVIDED TO: FAIRFIELD CITY OF
5350 PLEASANT AVE
FAIRFIELD OH 45014-3597

SHIP TO: FAIRFIELD CITY OF
PARKS DEPT
411 WESSEL DR
FAIRFIELD OH 45014-3677

SUB-TOTAL 6,480.00	SALES TAX .00	SHIPPING/HANDLING 249.17	TOTAL 6,729.17
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DELIVERY TIME 1 BUSINESS DAY VIA DAYTON FREIGHT.
ATTENTION: AMANDA BROCK
NEW: ORDER ONLINE AT ULINE.COM/PRICINGREQUESTDETAIL



QUOTE: 86833 - More Picnic Tables 2025 (210384)

Account Name City of Fairfield-OH		Ship Via Terms Net 30		Rep 7GOV1		
Contact Name Mandi Brock		Created By Ryn Soper		Created Date 11/20/25		
Phone 513-867-5348		PO Number -		Expiration Date 12/31/25		
Email abrock@fairfield-city.org		Tracking Email -		Shipping Contact Information:		
Bill To: abrock@fairfield-city.org		Ship To:		Full Name Mandi Brock		
City of Fairfield-OH 411 Wessel Drive Fairfield, Ohio 45014 United States		City of Fairfield-OH 411 Wessel Drive Fairfield, Ohio 45014 United States		Phone Number 513-867-5348		
Qty.	Product	Short Description -- Full details outlined on product spec sheets when applicable			Unit Price	Line Total
4	FURNITURE	0-4213-DS - TABLE-HEXAGON-TAN TOP/BLACK BASE			\$1,301.00	\$5,204.00
Subtotal						\$5,204.00
S/H		SHIPPING & HANDLING - **ADDITIONAL SERVICES AVAILABLE UPON REQUEST (CHARGES MAY APPLY)** JI 11/24/25				\$445.00
		SHIPPING QUOTE VALID FOR 30 DAYS				
Grand Total						\$5,649.00

Per US tax law, we're required to collect sales tax in the majority of states. If applicable, sales tax will be applied upon invoice.

My signature on this quote verifies that I have approved this order and all information is accurate.

SIGNATURE

DATE

Company Address

W248N5499 Executive Drive
Sussex, Wisconsin 53089
USA

Phone

(800) 505-7926

Organization (Fax)

888-868-7184



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Tree Removal at Municipal Golf Courses

Legislation Title:

\$8,966 - Tree removal at South Trace and North Trace golf courses (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an \$8,966 appropriation from the Capital Fund for the removal of trees/invasives at both South Trace and North Trace.

Discussion:

Both South Trace and North Trace have numerous dead or hazardous trees, as well as overgrown brush, that need to be removed throughout the course. Clearing these areas will not only enhance the overall appearance of the grounds but also eliminate potential safety hazards. Addressing these issues will help maintain the quality, playability, and visual appeal of both courses.

Financial Impact:

\$8,966 from the Recreational Facility Fund as CIP 5RC01.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Ron Brown South Trace & North Trace Quote
2. Wilson Tree Quote for South Trace and North Trace

To: Hayfield Park
4th for Hayfield Greens
North + South TRACE
c/o TOPP Dodge

JOB ESTIMATE

**BROWN'S TREE SERVICE
AND LANDSCAPING, LLC**

517 Williams Avenue • Hamilton, Ohio 45015

513.856.9733

Date: 11/21/25

Payable upon completion of job

DESCRIPTION	AMOUNT
Cut down Trees + Grind out Stumps Clean up all wood + debris at North TRACE + South TRACE	8966 ⁰⁰

Estimate good for six months.

Customer Signature: _____

Quoted By: _____



2385 Jacksonburg Rd.
Hamilton, OH 45011
513-863-5831 - Phone
513-863-8337 - Fax
www.wilsongardencenter.com
chris@wilsongardencenter.com

Estimate

Date	Estimate #
12/1/2025	29091

Name / Address	Customer E-mail: abrock@fairfieldoh.gov
City of Fairfield, Ohio 5350 Pleasant Avenue Fairfield, Ohio 45014	Customer Phone: 513-600-5007
	Customer Alt. Phone:
	Customer Fax:

	Terms		Net 30
Description	Qty	Rate	Total
North Trace and South Trace Golf Course Tree Removal/Pruning Project. Includes removal of marked trees and grinding of stumps, and disposal of debris off site.	1	16,320.00	16,320.00
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbals orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather and delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. The bid proposal reflects accessibility with required equipment (i.e. bucket truck, skidsteer, and/or necessary trucks) to perform work as quoted. Company will not be responsible for lawn damage. Removal of trees does not include stump grinding unless specified. Bid may be withdrawn if not accepted within 30 days. Installation of plants and lawns require regular watering to survive. Company will not warranty plants and lawn that were not properly maintained. Company will not be responsible for unmarked underground lines and/or sprinkler systems. TERMS: Balance due upon completion. All accounts are due and payable on invoice and delinquent fourteen days after. In the event of collection the buyer agrees to pay all cost of collection including all attorney's fees incurred by Wilson Garden Center Inc. All past due and delinquent sums including costs for collection and attorney's fees, shall bear a service charge of 2% per month (24% per year) from the	Subtotal		\$16,320.00
	Sales Tax (6.5%)		\$0.00
	Total		\$16,320.00



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Lance Kennedy, IT Manager
Department: City Manager's Office - CPO

Subject:

IT Division - UPS Replacements

Legislation Title:

\$25,000 - UPS Replacements (IT Services - City Manager's Office)

Recommendation:

An appropriation of \$25,000 is being requested, along with City Council approval for capital funding to support the scheduled replacement of aging UPS battery backup equipment for Data Centers in the Municipal Building and Justice Center. The funding will ensure continued power redundancy in both data centers.

Discussion:

The replacement of the UPS battery backup systems is included in the 2025–2029 Capital Improvement Program (CIP) under Project 5CM03. Procurement will follow Ohio State bid or contract pricing when it offers the most cost-effective option. The City's data centers rely on these UPS systems to provide essential power redundancy, ensuring continuous system availability during utility power fluctuations, generator transfer events, and the restoration of normal service from Duke Energy. Replacing this equipment as scheduled will support reliable operations and reduce the risk of service disruptions.

Financial Impact:

An appropriation in the amount of \$25,000 is being requested for the scheduled replacement of aging UPS battery backup equipment. Funding for this effort was included in the 2025-2029 CIP under project 5CM03.

Emergency Provision:

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment and scheduled installation time for the equipment, and so that purchases and replacements can be made immediately. Ohio State bid/contract pricing is used when state bid/contract pricing is the lower-cost option.

Rule Suspension Requested:

Yes

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Awning at North Trace

Legislation Title:

\$4,100 - new awning at North Trace concessions (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an \$4,100 appropriation from the Capital Fund for the purchase and installation of an awning to go over the menu displays at the North Trace pool concessions area.

Discussion:

This project aims to protect the menu screens at the North Trace pool concessions area, extending their lifespan while improving visibility for patrons. The enhancements will help ensure guests can clearly view all available menu offerings.

The funding for this project is programmed in 2025-2029 as CIP 5RC13.

Financial Impact:

\$4,100 from the Capital Improvement Fund as 5RC13.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Awning at North Trace

[Send a pdf of quote an email address](#)[print or download quote](#)[Send an email to Corey](#)[Click to accept](#)**Queen City
Awning**

Quality custom awnings since 1877

Queen City Awning
7225 East Kemper Rd
Cincinnati OH 45249

Visit the Design Center

DISCOVER

MasterCard

VISA

AMERICAN EXPRESS

Cincinnati
(513) 530-9660Nationwide
(800) 611-2800Fax
(513) 530-0662Corey's Mobile
513-519-6468Website
QueenCityAwning.com2605 Augusta Blvd
Fairfield OH 45014

Quote ID 163335-C

Date November 25, 2025

Email csullivan@QueenCityAwning.com**Proposal**

We, Queen City Awning, are pleased to quote on the following:

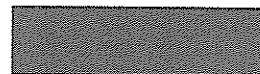
Furnish and install: (1) Classic Awning complete

The item(s) listed above will be constructed to the following specifications:

Width	Drop	Projection
12'6"	2'0"	6'0"

Fabric Ferrari 502 Satin**Frame** Welded aluminum tube, mill finish

Exclusions Blocking required for adequate mount (if required)
 Painted frames (pricing available upon request)
 Permit & Engineering Stamp fees (if required)
 Waterproof seal between awning frame and wall surface (caulk seal standard)
 Graphics

Ferrari 502 Satin 502V3-51976C
Peacock Blue fabric (change)

Price \$4,100

50% Deposit \$2,050

Amount Due \$2,050
upon installation[Click to add comments to accompany this quote](#)**Terms and Conditions**

Payment terms are: 50% advance payment with order, balance due upon installation

Advance payments are not refundable. If the purchaser cancels the order, purchaser agrees to pay for cost incurred in manufacturing the order. All cancellations must be in writing.

This proposal forms the entire agreement. Any changes, deletions or additions must be made and agreed to in writing by both parties.

It is the sole responsibility of the purchaser to determine the suitability of the item(s) being purchased.

All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within 10 days after completion of work or will be subject to a service charge.

Time estimates for the delivery/installation of this order are subject to change and are not considered binding. All agreements contingent upon strikes, accidents or delays beyond our control.

Storage charges will apply to orders which have not been picked up, delivered or installed within 30 days of notification.

Unless specifically noted, existing awning frames are assumed to be as-is. Any repairs, replacements or modifications necessary to install the cover will be an additional charge.

Our workers are fully covered by liability and worker's compensation insurance.

Purchaser agrees to pay all fees, including legal fees, to collect past due amounts.

WARRANTY: Queen City Awning warrants fabric, framework and installation of their awnings to be free from defects for a period of one year from date of installation. See warranty for details. For fabric warranty, see supplier's certificate.**Company Authorization**

Authorized by Corey Sullivan

Acceptance of Proposal[Click to accept this quote and place an order](#)**VALID ONLY IF ACCEPTED BY THURSDAY, DECEMBER 25, 2025****Payment**

We accept checks, American Express, Visa, Mastercard and Discover

(A service charge of 1-1/2% per month will be charged on all past due accounts)



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Lance Kennedy, IT Manager
Department: City Manager's Office - CPO

Subject:

IT Division - Multi-Factor Authentication (MFA)

Legislation Title:

\$40,000 - Multi-Factor Authentication (MFA) licensing and implementation (IT Services - City Manager's Office)

Recommendation:

An appropriation of \$40,000 is being requested, along with City Council approval for capital funding to support the planned implementation of Multi-Factor Authentication (MFA).

Discussion:

City Council approval is requested to implement Multi-Factor Authentication (MFA) city-wide as outlined in the 2025–2029 Capital Improvement Plan (CIP). MFA is now a fundamental cybersecurity requirement across multiple state and industry frameworks and is essential for reducing the risk of unauthorized access to City systems and data.

State CJIS security requirements mandate MFA for remote and privileged access, making adoption necessary for compliance. In addition, cyber-insurance carriers increasingly require MFA for email, remote access, administrative accounts, and critical systems as a condition for coverage eligibility and renewal. The City's developing cybersecurity program, aligned with industry best practices and control frameworks, also identifies MFA as a core access-control safeguard.

Implementing MFA strengthens the City's security posture, supports compliance obligations, meets insurance requirements, and aligns with modern cybersecurity standards. Approval and continued investment in MFA will materially reduce risk and enhance the protection of City operations and public data.

Financial Impact:

An appropriation in the amount of \$40,000 for the purchase of Multi-Factor Authentication (MFA) licenses and implementation. Funding for this effort was included in the 2025-2029 Capital Improvement Plan (CIP) under project 5CM02 Software.

Emergency Provision:

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment, installation, and implementation time for the Multi-Factor

Authentication (MFA) system, and so that purchases can be made immediately. Ohio State bid/contract pricing is used when state bid/contract pricing is the lower-cost option.

Rule Suspension Requested:

Yes

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

2025 Emergency Storm Sewer Lining – Route 4 and Roesch & various other locations

Legislation Title:

\$74,900 - 2025 Emergency Storm Sewer Lining – Route 4 and Roesch & various other locations
(Public Works)

Recommendation:

It is recommended that funding be appropriated for Insight Pipe Contracting, LLC of Harmony, PA in the amount of \$74,900 from the Capital Improvement Fund for the emergency lining of storm sewers.

Discussion:

This project is in the Capital Improvements Program for 2025-2029 as 5PW53 Storm Sewer Lining. The project will line two larger diameter (30" and 36") storm sewers on Route 4 near Roesch Boulevard and other 12" diameter storm sewers at various other locations potentially including Pleasant Avenue, Doris Jane Avenue, and Annandale Drive.

This polymer-based liner is expected to extend the useful life of the existing pipe for thirty to fifty years.

This project was determined to be a need by Public Works during culvert and storm sewer inspections. Both video inspection and lining projects aid in identifying needed maintenance and rehabilitation of the storm sewers by Public Works. A price for this project was solicited from Insight Pipe Contracting as they were the low bid last year and have performed emergency work for the City in the past.

This lining is being considered an emergency repair as there has already been a sinkhole developed over top of the storm sewer on Route 4.

Financial Impact:

\$74,900 from the Capital Improvement Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 112625.pricequote.city.of.fairfield.oh.lna.mam.lining



Insight Pipe Contracting
 232 East Lancaster Road
 Harmony, PA 16037

November 26, 2025

City of Fairfield, OH
 Attention: Nicholas Dill, P.E.
 8870 N. Gilmore Road
 Fairfield, Ohio 45014

Phone: 513-867-4221
 Email: NDill@fairfield-city.org

RE: City of Fairfield, OH – 12”, 30” and 36” Storm CIPP Liner

Dear Nicholas:

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return **all the pages** to our office via Fax at 724-452-3226 **or email to the sender of this price quote** at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
Lump Sum	Mobilization		\$3,500.00
196 LF (Min. 196 LF)	Lining 196 LF of 12” diameter storm sewer with 12” dia. x 6.2 mm Inliner. Cured-in-Place Pipe. Price includes all equipment, labor and material. Liner to be processed using steam to cure the liner.	\$129.00/LF	\$25,284.00
71 LF (Min. 71 LF)	Lining 71 LF of 30” diameter storm sewer with 30” dia. x 14.4 mm Inliner. Cured-in-Place Pipe. Price includes all equipment, labor and material. Liner to be processed using steam to cure the liner. Others to provide 36” opening from top of the manhole to bottom of the manhole. Manhole #11146	\$390.00/LF	\$27,690.00
80 LF (Min. 80 LF)	Lining 80 LF of 36” diameter storm sewer with 36” dia. x 17.7 mm Inliner Cured-in-Place Pipe. Price includes all equipment, labor and material. Liner to be processed using steam to cure the liner. Others to provide 36” opening from top of the manhole to bottom of the manhole. Manhole #11146	\$400.00/LF	\$32,000.00
Each	Reinstatement of service laterals. Does not include grout. (None indicated)	\$550.00/EA	
Each	Remote removal of Break-in-Connections as directed by others. (None indicated)	\$650.00/EA	
Per LF	CCTV inspection of lines not lined	\$50.00/LF	
Per Hour	Heavy cleaning of 12”, 30” and 36” (any cleaning after initial 2 jet passes)	\$630.00/HR	

Others to perform excavated repairs as needed prior to lining.

[Video Pipe Inspection – High Pressure Sewer Cleaning – Power Vacuuming – Pipe Rehabilitation](#)

Notes/Exclusions:

1. Attached "Summary of Work".
2. No fuel surcharge will be applied to this job.
3. Price **does** include IPC employees being paid Prevailing Wage.
4. Others to supply access to all manholes/catch basins for 20 Ton 2-Wheel drive Vehicle.
Others to perform restoration of any disturbed area.
5. Others to supply water for pipe cleaning, inversion and processing.
6. Others to provide dump site for debris removed from the cleaning operations.
If no dump site provided, then customer will pay for tipping fees at landfill and an hourly rate of \$695.00/hour will apply for transporting debris to and from landfill.
7. Others responsible for providing manifest for debris if one is required by landfill for the execution of the work.
8. Others to provide traffic control and acquire work easements, right of ways and permits.
Traffic Control to be in compliance with the Department of Transportation. Any downtime due to non-compliant traffic maintenance, will result in a charge for time and material. Insight Pipe Contracting, LLC will provide arrow board for lane closures.
9. Others to provide bypass pumping for lining of the sewer segments.
10. The Cured-in-Place liner will conform to the existing pipe, thus all deformations will remain the same as the host pipe.
11. The existing condition of the pipe will determine the amount of debris that can be removed. The pipe condition may also cause the cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.
12. Proof of general liability insurance to be provided upon request (excluding additional insured).
13. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning, CCTV, inspection, and/or lining activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.
14. All service laterals that cannot be verified as a capped service per CCTV mainline camera will be reinstated unless written authorization by the owner's representative is provided denying reinstatement. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents, or insurance carriers will be responsible for any backups or damages resulting from the authorized non-reinstatement of the lateral connection.
15. The lining process uses Styrene Based Resin, thus odors may be associated with the lining process. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any complaints or issues associated with the lining activities.
16. Customer will be required to pay for material and/or manufacturing costs if the job should be cancelled after contract has been signed and material has been ordered.
17. Others to grout leaking joints if necessary.
18. **This proposal pricing does not include Insight Pipe Contracting, LLC being signatory to any outside labor agreement. This includes any reference to union, project labor, or similar agreements. Any outside project labor agreement must be explicitly provided to Insight Pipe Contracting, LLC during the proposal process.**

The signing of this price quote constitutes the agreement to the terms and conditions and becomes the contract between Insight Pipe Contracting, LLC and its customer. The customer also agrees to complete a credit application and provide a copy of its Performance and Payment bonds, if applicable. If a separate contract or written agreement is required by the customer this price quote will be amended to reflect the change in scope, terms and conditions of such contract or agreement. Upon review and approval of the credit application the contract will be executed and the information forwarded to our Operations Department for scheduling.

PRICE QUOTE IS GOOD FOR 15 DAYS

Insight Pipe Contracting, LLC will only store electronic and hard copies of CCTV reports, documents and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting LLC within 30 days after completion of the above mentioned work (video evidence to confirm date and completion of project). A finance charge of 1.5% per month will apply on all overdue invoices.

Sincerely,

Francis McCollough

Francis McCollough
Chief Estimator

Authorized Signature to Proceed with Work

Date

Title

Printed Name

Purchase Order Number

Bill to Information (if different from above):

Company Name

Address

Phone Number

Attachments: Summary of Work

112625.pricequote.city.of.fairfield.oh.lna.mam.lining



**City Council Communication
Regular Meeting - December 8, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

2025 Public Utilities Fiber Optic Installation

Legislation Title:

\$74,687 - Fiber Optic Installation Project (Public Utilities)

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$74,687.00, for the 2025 Public Utilities Fiber Optic Installation Project.

Discussion:

This project includes the installation of ~7,500 feet of below grade single mode fiber optic cable establishing Supervisory Control and Data Acquisition (SCADA) communication between the City's Wastewater Treatment and Water Treatment Plants.

SCADA systems are utilized at the Public Utilities Department's Water and Wastewater Treatment Plants to enable Plant Operators to monitor and control processes from one central location. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI (computers) displays data collected from RTU's and integrated software is used for programming control actions. Communications is what is utilized to link the hardware and software.

The installation of the below grade fiber optic cable will add an extra level of communication redundancy/resiliency for the Wastewater and Water Treatment Plants SCADA system. The existing above grade cable has been damaged on several occasions due to squirrels feeding on the cable coating – resulting in loss of communication between the two plants.

The project was prepared for formal competitive bidding, with three (3) bids received on December 1, 2025. Staff recommends that the project be awarded to GSP Networks, Inc. the lowest and best bidder. Bids are summarized on the attached sheet. A non-contractual appropriation is being requested in the amount of \$74,687.00.

Financial Impact:

An appropriation in the amount of \$74,687.00 is being requested for the 2025 Public Utilities Fiber Optic Installation Project.

Funding for this project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project 5WW17 – SCADA Fiber. The funding source is the Sewer Surplus Fund – 624.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 2025 Public Utilities Fiber Optic Installation

Solicitation Information

City of Fairfield

Solicitation Number

2025-BX006 Public Utilities Fiber Optic Installation

Deadline

12/01/2025 03:00 PM EST

Advertised

11/14/2025 06:02 AM EST

Revised

11/26/2025 12:26 PM EST

Description

Project Description: Installation of underground single mode 24-strand fiber optic cable to establish communication between the City's water and sewer plants; approximate footage ~7,500'.
Engineer's Estimate: \$108,000.00
Detailed Location Information: Groh Lane; Fairfield OH 45014
Summary of other pertinent details: Directional drill installation of ~7,500' of fiber cable through City wellfield including attaching conduit and running cable through/to existing bridge.

Location(s)

5021 Groh Ln, Fairfield, Ohio, 45014

Bidders

Business Name	Address	Phone
Edgar Trent Construction, LLC	1301 Freese Works Pl Galion, OH 44833-9368	(614) 634-1007
Capital Electric Line Builders	7050 Ensign Dr Parkville, MO 64152-8797	(816) 329-8282
GSP Networks, Inc.	14059 State Route 38 Marysville, OH 43040-9016	(513) 502-4747
3 Bidders		

Bid Form

Bidder	Total Quantity	Unit Price	Extension
1 INSTALL ONE (1) 2" CONDUIT FT			
GSP Networks, Inc.	2,696.0000	\$10.45	\$28,173.20
Edgar Trent Construction, LLC	2,696.0000	\$15.00	\$40,440.00
Capital Electric Line Builders	2,696.0000	\$14.22	\$38,337.12
2 INSTALL TRACER WIRE IN CONDUIT FT			
GSP Networks, Inc.	4,120.0000	\$0.25	\$1,030.00
Edgar Trent Construction, LLC	4,120.0000	\$0.50	\$2,060.00
Capital Electric Line Builders	4,120.0000	\$1.65	\$6,798.00
3 INSTALL HANDHOLD EACH			
GSP Networks, Inc.	11.0000	\$525.00	\$5,775.00
Edgar Trent Construction, LLC	11.0000	\$300.00	\$3,300.00
Capital Electric Line Builders	11.0000	\$900.00	\$9,900.00
4 INSTALL ROUTE MARKER POSTS EACH			
GSP Networks, Inc.	6.0000	\$50.00	\$300.00
Edgar Trent Construction, LLC	6.0000	\$75.00	\$450.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
4 INSTALL ROUTE MARKER POSTS EACH			
Capital Electric Line Builders	6.0000	\$553.04	\$3,318.24
5 FIBER OPTIC CABLE, AS PER PLAN (UNDERGROUND) FT			
GSP Networks, Inc.	6,964.0000	\$1.70	\$11,838.80
Edgar Trent Construction, LLC	6,964.0000	\$2.00	\$13,928.00
Capital Electric Line Builders	6,964.0000	\$2.03	\$14,136.92
6 FIBER OPTIC CABLE, AS PER PLAN (OVERHEAD) FT			
GSP Networks, Inc.	589.0000	\$5.00	\$2,945.00
Edgar Trent Construction, LLC	589.0000	\$2.50	\$1,472.50
Capital Electric Line Builders	589.0000	\$3.11	\$1,831.79
7 MATERIALS HH WITH LID 24"X36"X30" EACH			
GSP Networks, Inc.	11.0000	\$575.00	\$6,325.00
Edgar Trent Construction, LLC	11.0000	\$715.00	\$7,865.00
Capital Electric Line Builders	11.0000	\$915.36	\$10,068.96
8 SLACK INSTALLATION EACH			
GSP Networks, Inc.	4.0000	\$100.00	\$400.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
8 SLACK INSTALLATION EACH			
Edgar Trent Construction, LLC	4.0000	\$130.00	\$520.00
Capital Electric Line Builders	4.0000	\$579.73	\$2,318.92
9 INSTALL NEW CONDUIT (EMT UP TO 2") - INTERIOR FT			
GSP Networks, Inc.	100.0000	\$15.00	\$1,500.00
Edgar Trent Construction, LLC	100.0000	\$30.00	\$3,000.00
Capital Electric Line Builders	100.0000	\$26.89	\$2,689.00
10 CORE BORE / FIRE STOP INTERIOR WALLS EACH			
GSP Networks, Inc.	1.0000	\$500.00	\$500.00
Edgar Trent Construction, LLC	1.0000	\$150.00	\$150.00
Capital Electric Line Builders	1.0000	\$1,284.38	\$1,284.38
11 INSTALL PULL BOX (INTERIOR) EACH			
GSP Networks, Inc.	1.0000	\$200.00	\$200.00
Edgar Trent Construction, LLC	1.0000	\$200.00	\$200.00
Capital Electric Line Builders	1.0000	\$1,122.19	\$1,122.19

Bid Form

Bidder	Total Quantity	Unit Price	Extension
12 BRIDGE ATTACHMENT (2" RIDGID CONDUIT) FT			
GSP Networks, Inc.	180.0000	\$60.00	\$10,800.00
Edgar Trent Construction, LLC	180.0000	\$65.00	\$11,700.00
Capital Electric Line Builders	180.0000	\$35.75	\$6,435.00
13 SPLICE TRAY PER EACH			
GSP Networks, Inc.	6.0000	\$100.00	\$600.00
Edgar Trent Construction, LLC	6.0000	\$35.00	\$210.00
Capital Electric Line Builders	6.0000	\$1,340.78	\$8,044.68
14 FUSION SPLICE (13-24) PER SPLICE			
GSP Networks, Inc.	144.0000	\$25.00	\$3,600.00
Edgar Trent Construction, LLC	144.0000	\$22.00	\$3,168.00
Capital Electric Line Builders	144.0000	\$20.49	\$2,950.56
15 SET UP AND PREP PER EACH			
GSP Networks, Inc.	4.0000	\$175.00	\$700.00
Edgar Trent Construction, LLC	4.0000	\$300.00	\$1,200.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
15 SET UP AND PREP PER EACH			
Capital Electric Line Builders	4.0000	\$190.55	\$762.20
Item totals for Bid Form (15 Items)			Total
GSP Networks, Inc.			Totals: \$74,687.00
Edgar Trent Construction, LLC			Totals: \$89,663.50
Capital Electric Line Builders			Totals: \$109,997.96