

TEMPORARY RESOLUTION NO. 57-18

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO WITHDRAW THE CITY OF LANCASTER'S OBJECTION TO THE RENEWAL OF RETAIL LIQUOR PERMIT NUMBER 8772977 FOR THO DO LLC DBA BININGERS DRIVE THRU LOCATED AT 534 EAST MAIN STREET IN THE CITY OF LANCASTER.

WHEREAS, by Permanent Resolution No. 144-17 City Council, as the legislative authority for the City of Lancaster, objected to the alcohol sales permit renewal for THO DO LLC DBA BININGERS DRIVE THRU (Permit #8772977; Class C-1 and C-2) located at 534 East Main Street in the City of Lancaster, based on allegations of illegal activity by the Fairfield Hocking Athens Major Crimes Unit; and

WHEREAS, pursuant to negotiations between legal counsel for THO DO LLC DBA BININGERS DRIVE THRU and the City of Lancaster Law Director & City Prosecutor's Office, with agreement of the Fairfield Hocking Athens Major Crimes Unit, the parties have agreed to enter into a Cooperation Agreement (attached hereto as Exhibit A) to ensure THO DO LLC DBA BININGERS DRIVE THRU complies with all federal, state, and local laws in furtherance of legal business operations.

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO

SECTION 1. That pursuant to the executed Cooperation Agreement between the parties attached hereto as Exhibit A, City Council hereby withdraws its objection to the alcohol sales permit renewal for THO DO LLC DBA BININGERS DRIVE THRU (Permit #8772977; Class C-1 and C-2) located at 534 East Main Street in the City of Lancaster.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

Clerk: _____

Offered by: _____

Second by: _____

Requested by Law Committee

President of Council

Mayor

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT is entered into this 14th day of June, 2018 by the City of Lancaster, Ohio, an Ohio municipal corporation and THO DO, LLC dba Bininger's Drive Thru, an Ohio limited liability company (referred to collectively as the "Parties").

WHEREAS, THO DO, LLC dba Bininger's Drive Thru ("Permit Holder") is the current holder of Ohio Liquor Permit Number 8772977 assigned to 534 E. Main Street, Lancaster, Ohio 43130 ("Premises");

WHEREAS, Lancaster City Council ("City") has filed an objection to the 2018 annual renewal of the Ohio Liquor Permit Number 8772977;

WHEREAS, Permit Holder has indicated its intent to abide by the law and to regulate activities at the Premises so as not to disturb the peace;

WHEREAS, Permit Holder and the City have agreed to enter into this Agreement to encourage legal operations at the Premises; and

WHEREAS, It is in the Parties' mutual best interests to enter into this Agreement.

NOW AND THEREFORE, In consideration of the promises and mutual obligations set forth herein, the parties agree as follows:

1. The City shall withdraw its pending objection to Permit Holder's request for the renewal of the Permit;
2. In consideration of the City's cooperation set forth in paragraph 1, hereinabove, the Permit Holder shall place special emphasis on its operations to ensure that the following shall occur:
 - a. The installation of surveillance cameras that record the activities on the interior and exterior of the Premises and upon reasonable request providing those recordings to law enforcement;
 - b. Provide a person, each day, to pick up garbage and litter on the Premises;
 - c. All federal, state and local laws are observed and obeyed in the operation of the Premises, including but not limited to, prohibiting the illegal sale of alcohol and tobacco products to underage persons;
 - d. Take all reasonable and necessary measures to ensure that its customers and any other persons do not loiter on the Premises. Permit Applicant shall place "No loitering" signs on the exterior of the Premises;



e. Permit Holder or an employee shall immediately contact the Lancaster Police ("LPD") concerning any criminal misconduct occurring on the Premises or any property under the control of Permit Holder, of which they have personal knowledge. Permit Holder shall fully cooperate with any investigation by LPD and any subsequent prosecution of any incident of criminal misconduct that occurs on the Premises;

f. Keep noise to a minimum and not emit unreasonable noise as determined by LPD;

g. Agree not to install any pay phones on the exterior of the Premises;

h. Agree not to have any guns or other firearms in the Premises, unless they are in the possession of licensed personnel (i.e. a valid concealed carry weapon permit issued to the liquor permit holder and/or employee by the State of Ohio is permissible);

i. Maintain the Premises in accordance with City Building Code, Zoning Code and International Property Maintenance Code standards at all times, including, but not limited to:

- i. Maintain the exterior of the premises/clean up debris;
- ii. Repair and replace any exterior lighting; and
- iii. Cut the grass on a regular basis.
- iv. Appropriate signage.

j. Agree not to possess, sell or offer for sale any products which are considered "drugs" including, but not limited to, products containing cannabidiol ("CBD"), bath salts, spice, K2, and any and all other synthetic cannabinoids;

k. Agree not to possess, sell or offer for sale any products which are considered "drug paraphernalia" including, but not limited to, glass straws or pipes used for smoking illegal substances. Traditional tobacco pipes are permissible to be sold;

l. Permit Holder shall fully cooperate with any investigation by law enforcement and subsequent prosecution of any individuals or vendors attempting to sell and/or provide by consignment any and all products or materials referenced in Sections 2.k. and 2.l. above to the Permit Holder for sale and/or distribution on the Premises;

4. If at any time after the execution of this Agreement, the City becomes aware of problems associated with the operation of the business at the Premises, the City shall give written notice of the problems to the Permit Holder with an option to cure said

problem within ten (10) days of receipt of the notice and, in the event that the problem has not been cured, shall then have the right to proceed with any objections pursuant to R.C. Chapter 4303.271, *et seq*;

5. This Agreement is binding upon the parties, their respective legal representatives, successors, and assigns.

This Agreement is binding and effective on this 14th day of June, 2018

CITY OF LANCASTER, OHIO
Law Director & City Prosecutor



Randall T. Ullom, Esq.

THO DO, LLC DBA
BININGER'S DRIVE THRU



Hong Dang, Managing Member

(The Remainder of this Page is Blank)