



1 Benjamin Franklin Way, Franklin, Ohio 45005, 937-746-9921, [FranklinOhio.org](http://FranklinOhio.org)

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## City of Franklin, Ohio

### COUNCIL MEETING NOTICE

The City of Franklin, Ohio will conduct its Council Meeting on September 21, 2020 at 6:00 PM. This meeting will be conducted in compliance with Ohio's newly passed Public Meeting Law in response to COVID-19. It is being held virtually. All participants, including the Commission and Franklin Staff, members of the press, and the public, will participate via a video and audio link. All documents to be referenced in the meeting will be posted to the City of Franklin website at [www.franklinohio.org](http://www.franklinohio.org) before the meeting is called to order. The public will be heard just as it would be heard in a traditional, in person, meeting.

DATE: September 21, 2020  
TIME: 6:00 PM.  
WHERE: Virtual Meeting - Joining Information

Join from PC, Mac, Linux, iOS or Android:  
<https://meetings.ringcentral.com/j/1481078576>

Join by PHONE (Audio only)  
US: +1(470)8692200  
Meeting ID: 1481078576

This **MEETING NOTICE** has been published at [www.franklinohio.org](http://www.franklinohio.org) and provided directly to the press via email at [Ed.Richter@coxinc.com](mailto:Ed.Richter@coxinc.com). This meeting notice is posted at the City Building, which is currently open to the public under the COVID-19 declared state of Emergency.

**FRANKLIN CITY COUNCIL  
MEETING AGENDA**

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**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING  
MONDAY, SEPTEMBER 21, 2020  
6:00 PM**

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the August 17, 2020 Meeting.**
- 4. Reception of Visitors.**
- 5. Presentation.**
  - A. Dr. Sander, Superintendent of Franklin City Schools – School Levy
- 6. Public Hearing.**
  - A. None.
- 7. New Business.**
  - A. RESOLUTION 2020-45 ACCEPTING THE AMOUNTS AND TAX RATES AS CERTIFIED BY THE WARREN COUNTY BUDGET COMMISSION FOR 2021, AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THE TAX LEVIES TO THE WARREN COUNTY AUDITOR
  - B. RESOLUTION 2020-46 AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SPRINGBORO AND WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE I-75/SR 73 INTERCHANGE IMPROVEMENT PROJECT
  - C. RESOLUTION 2020-47 AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT
  - D. RESOLUTION 2020-48 AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT
  - E. RESOLUTION 2020-49 AUTHORIZING THE CITY MANAGER TO FILE AND ACCEPT THE APPLICATION FOR THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT – COVID 19 SUPPLEMENTAL (AFG-S)

**FRANKLIN CITY COUNCIL  
MEETING AGENDA**

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- F. RESOLUTION 2020-50 ESTABLISHING THE RATES FOR SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION IN THE CITY OF FRANKLIN FOR THE PERIOD FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023
- G. RESOLUTION 2020-51 ESTABLISHING THE ADMINISTRATIVE FEE FOR SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION IN THE CITY OF FRANKLIN AND ADDING THE FEE TO THE COLA SCHEDULE IN THE YEAR 2021.
- H. RESOLUTUION 2020-52 AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND OTHER DOCUMENTS FOR THE SALE OF REAL PROPERTY LOCATED AT 449 SOUTH MAIN STREET, FRANKLIN, OHIO; PARCEL ID: 04-331-131-017, TO EQUITY POINT INVESTMENTS, INC., 431 SOUTH MAIN STREET, FRANKLIN, OHIO
  - a. Exhibit A
- 8. Introduction of New Legislation.**
  - A. ORDINANCE 2020-11 CARES AMENDING ORDINANCE 2020-04 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY
    - a. Exhibit A
- 9. City Manager's Report.**
- 10. Council Comments.**
- 11. Executive Session.**
  - A. To consider the appointment, employment, and compensation of a public employee.
- 12. Adjournment.**

**FRANKLIN CITY COUNCIL  
CLERK'S JOURNAL**

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**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING  
MONDAY, AUGUST 17, 2020  
6:00 PM**

**CITY COUNCIL**

**Brent Centers, Mayor  
Todd Hall, Vice Mayor  
Michael Aldridge  
Denny Centers  
Deborah Fouts  
Paul Ruppert  
Mathew Wilcher**

**CITY STAFF**

**Sonny Lewis, City Manager  
Karisa Steed, Assistant to the City Manager  
Lynnette Dinkler, Law Director  
Cindy Ryan, Finance Director  
Jonathan Westendorf, Fire and EMS Chief  
Russ Whitman, Police Chief  
Barry Conway, City Engineer  
Steve Inman, Public Works Director  
Ross Coulton, Assistant Safety Director  
Khristi Dunn, Clerk of Council**

Members of the Franklin City Council met in regular session on Monday, August 17, 2020, 6:00 PM via Virtual Meeting held in compliance with amended Substitute House Bill 197 under the declared state of emergency by the State of Ohio and City of Franklin, Warren County, Ohio with Mayor Brent Centers presiding.

**1. Roll Call.** Mayor B. Centers called the regularly scheduled meeting of the Franklin City Council on Monday, August 17, 2020 to order at 6:09 PM. Roll call showed:

MR. MICHAEL ALDRIDGE	PRESENT
MRS. DEBBIE FOUTS	PRESENT
MR. MATTHEW WILCHER	PRESENT
MR. DENNY CENTERS	ABSENT
MR. PAUL RUPPERT	ABSENT
VICE MAYOR TODD HALL	PRESENT
MAYOR BRENT CENTERS	PRESENT

Due to an update with the virtual meeting software, several attendees had difficulty joining the meeting. Mr. Denny Centers and Mr. Paul Ruppert experienced some difficulty and joined the meeting after roll was called. Mr. D. Centers logged in at approximately 6:15 PM and Mr. Ruppert at 6:21 PM. Mr. Conway, Captain Coulton, Ms. Dinkler, Ms. Dunn, Mr. Inman, Mr. Lewis, Ms. Ryan, Ms. Steed, Chief Westendorf, and Chief Whitman were also present. There were five guests and one member of the press in attendance.

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CLERK'S JOURNAL**

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**2. Pledge of Allegiance.** The pledge of allegiance was led by Mayor Brent Centers.

**3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the August 3, 2020 Meeting.** Vice Mayor Hall made the motion to approve the Clerk's Journal and accept the tapes as of the Official Minutes of the August 3, 2020 general meeting; seconded by Mrs. Fouts. The vote:

MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	absent
MR. PAUL RUPPERT	absent
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes

Motion passed.

**4. Reception of Visitors.** The Mayor opened and closed the Reception of Visitors at 6:11 PM as none asked to be heard.

**5. Presentation.** None.

**6. Public Hearing.** None.

**7. New Business.**

A. RESOLUTION 2020-40 AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020 INDUSTRIAL DRIVE ROADWAY IMPROVEMENTPROJECT

Mr. Conway explained that the Engineer's estimated cost for this Project was \$1,360,000. The project included replacing approximately 7500 feet of deteriorated curb and gutter, 10 catch basins and milling and paving all the streets in the Jaygee Industrial Park. On August 12, 2020, the City opened bids for this project and received five bids. Staff recommends that Council accept the bid in the amount of \$1,091,248.84 from John R. Jurgensen Company as the lowest and best bid. The City budgeted the cost of this Project in the Issue Two Fund. This is an OPWC project and the City will be reimbursed for 49% of the project up \$660,000.00.

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CLERK'S JOURNAL**

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Mr. Wilcher asked when the work would begin, Mr. Conway answered that a start date had not been determined, but according to the OPWC contract, it should be completed by the end of November.

The Mayor asked if there were any additional questions. Hearing none, he called for a motion.

Mr. Wilcher made the motion to adopt **RESOLUTION 2020-40** as submitted; seconded by Mr. Aldridge. The vote:

MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	absent
MR. PAUL RUPPERT	absent
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes

Motion passed.

**B. RESOLUTION 2020-41 AWARDED THE BID AND AUTHORIZING EXECUTION OF THE  
CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020 NORTH DIXIE  
ROADWAY IMPROVEMENTPROJECT**

Mr. Conway explained that the Engineer's estimated cost for this Project was \$734,000. The project included milling and paving all North Dixie Highway from Kenneth Koons Blvd. to the North Corporation Limit. The City budgeted the cost of this Project in the Issue Two Fund. This is an OPWC project and the City will be reimbursed for 49% of the project up \$360,000.00. On August 12, 2020, the City opened bids for this project. Staff recommends that we accept the bid in the amount of \$537,228.45 from John R. Jurgensen Company as the lowest and best bid.

The Mayor asked when the project would be completed. Mr. Conway answered that according to the OPWC contract, this should also be completed by the end of November.

The Mayor asked if there were any additional questions. Hearing none, he called for a motion.

Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-41** as submitted; seconded by Mrs. Fouts. The vote:

MR. DENNY CENTERS	absent
MR. PAUL RUPPERT	absent
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes

**FRANKLIN CITY COUNCIL**  
**CLERK'S JOURNAL**

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Motion passed.

**C. RESOLUTION 2020-42 AUTHORIZING AND DIRECTING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE PURPOSE  
OF DEBT COLLECTION**

Ms. Dinkler stated that the City wants to continue in its efforts to realize uncollected income tax debt as provided for by state law by entering into the Delinquent Debt Collection Agreement Between the Ohio Attorney General and City of Franklin. Payment for the service is made from the collected funds. This service is currently used by the Fire Department to collect on EMS runs. The Chief reports that this is a successful program for the Fire Department. The Mayor asked if there were any questions. Hearing none, he called for a motion. Mr. Aldridge made the motion to adopt **RESOLUTION 2020-42** as submitted; seconded by Mrs. Fouts. The vote:

MR. PAUL RUPPERT	absent
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes

Motion passed.

**D. RESOLUTION 2020-43 ADOPTING THE CITY OF FRANKLIN INVESTMENT POLICY**

Ms. Ryan presented these changes to the Finance Committee at their last meeting. This update revises the policy with one update to the limits of each type of investment. Ms. Ryan would like the flexibility to move investments as needed based on market trends to ensure security. The Committee agreed to the change. Mr. D. Centers confirmed that the Finance Committee approved of the proposed change.

The Mayor asked if there were any questions. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-43** as submitted; seconded by Mr. Wilcher.

The vote:

VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes

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MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	absent

Motion passed.

- E. RESOLUTION 2020-44 AUTHORIZING AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE CHILD ADVOCACY CENTER OF WARREN COUNTY FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO CHILD ABUSE IN THE CITY OF FRANKLIN

Ms. Dinkler told Council that the Child Advocacy Center (CAC) uses a multidisciplinary approach to investigate, assess, and prosecute, and well as to deliver medical and therapeutic treatment for child victims of abuse and their non-offending family members. The City's execution of this Interagency Agreement communicates that the City of Franklin law enforcement will cooperate with the CAC in its approach to benefit children victims.

The Mayor asked Mr. Lewis and Chief Whitman if they had anything to add. They did not.

The Mayor asked if there were any questions. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-44** as submitted; seconded by Mrs. Fouts.

The vote:

MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	absent
VICE MAYOR TODD HALL	yes

Motion passed.

**8. Introduction of New Legislation.** None.

**9. City Manager's Report.**

A. Finance Report from Cindy Ryan.

Ms. Ryan reported that so far in August, the City is down approximately \$100,000 for the year. The decrease in revenue is mainly from Income Tax. She is cautiously optimistic for the remainder of the year.

B. Discussion on increasing the administration fee for garbage collection, recycling, and yard waste.



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Mr. Lewis reminded Council that this issue was briefly discussed at the last meeting. The administration fee for garbage collection has not be increased since 2008. He reviewed administration fees from other local entities. The average fee of the 5 entities surveyed, including Franklin, was \$3.22. Mr. Lewis responded that Staff is recommending a \$1.00 increase. This increase was presented to the Finance Committee and they recommended implementing the increase. Mrs. Fouts noted that this is a difficult time for many and recommended delaying the increase. Mr. Ruppert agreed. After some discussion, Council agreed to delay the administrative fee increase until March of next year. This fee will then go onto the COLA schedule to prevent large increases in the future.

**10. Council Comments.**

Mr. Wilcher had no comments.

Mrs. Fouts had no comments.

Mr. Aldridge had no comments.

Mr. D. Centers asked if others had issues logging into the meeting. It was confirmed that there were technical difficulties with the video conferencing software due to an update. He had no further comments.

Mr. Ruppert also had issues logging into the meeting. He asked if a citizen who had complained over the weekend via email and on Facebook had logged in to discuss his complaint. The Mayor responded that the citizen had not.

Vice Mayor Hall had no comments.

Mayor B. Centers applauded Franklin residents for their efforts in the Warren County Adopt a Senior event.

He also let Council know about a pending "Back the Blue" event that he is planning with Warren County to show support for the local law enforcement. He will send details when plans are finalized.

The Mayor gave Ms. Dunn permission to use his digital signature for the approved legislation and minutes from the meeting.

**11. Executive Session.** Mayor Brent Centers called for a motion to enter into executive session. Ms. Dinkler said that the agenda needed amended to expand upon the reason for

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CLERK'S JOURNAL**

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exiting into executive session. Vice Mayor Hall made the motion to enter into executive session to consider the employment of a public employee and official and to consider details relative to the security arrangements and emergency response protocols for the police department, as disclosure of the matters discussed could reasonably be expected to jeopardize the security of the police department operations; seconded by Mrs. Fouts.

The vote:

MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes

Motion passed.

Council entered into executive session at approximately 6:46 p.m.

Mr. Ruppert made the motion to adjourn out of executive session; seconded by Mr. Aldridge. The Mayor called for a voice vote and by voice vote the motion was approved 7-0. Council adjourned out of executive session at approximately 8:14 PM.

**12. Adjournment.** The Mayor called for a motion to adjourn the meeting. Vice Mayor Hall made the motion; seconded by Mr. Wilcher. The Mayor called for a voice vote and by voice vote the motion was approved 7-0.

Mayor Brent Centers adjourned the meeting at 8:17 PM.

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Brent Centers, Mayor

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Date:** September 21, 2020

**Agenda Item:** **Resolution 2020-45**  
ACCEPTING THE AMOUNTS AND TAX RATES AS CERTIFIED BY  
THE WARREN COUNTY BUDGET COMMISSION FOR 2021,  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING  
THE TAX LEVIES TO THE WARREN COUNTY AUDITOR

**Submitted By:** Cindy Ryan, Finance Director

**Scope/Description:** This Resolution is the final step in the Tax Budget process. The County Budget Commission receives the tax budget from each jurisdiction within the County and then certifies back to each jurisdiction the amounts and rates for inside (un-voted) and outside (voted) property tax levies. This Resolution is a legal requirement and is done on an annual basis.

Property tax revenue projections for the General Fund for Year 2021 is \$482,000. Levy proceeds for the Fire & EMS Fund is \$1,352,000. For cities, the tax budget is mostly to certify the money we will receive from property tax. Property tax revenues only account for 6.3% of total budget for 2021.

**Exhibits:** None

**Budgetary Impact:** Needed to receive property tax and local government revenues.

**RECOMMENDATION:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-45

**ACCEPTING THE AMOUNTS AND TAX RATES AS CERTIFIED BY THE WARREN COUNTY  
BUDGET COMMISSION FOR 2021, AUTHORIZING THE NECESSARY TAX LEVIES AND  
CERTIFYING THE TAX LEVIES TO THE WARREN COUNTY AUDITOR**

WHEREAS, in accordance with Ohio law, this Council, by Resolution 2020-31, adopted June 15, 2020, has previously adopted a tax budget for the next succeeding fiscal year commencing January 1, 2021;

WHEREAS, in accordance with Ohio Revised Code Section 5705.34, the Warren County Budget Commission has certified its action thereon to this Council, along with the County Auditor's estimate of the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within the ten-mill tax limitation; and

WHEREAS, Ohio Revised Code Section 5707.34 requires this Council to authorize the necessary tax levies and certify them to the Warren County Auditor,

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

Section 1. The tax amounts and tax rates, as determined by the Warren County Budget Commission in its certification, be and the same are hereby accepted.

Section 2. There be and is hereby levied on the tax duplicate of the City of Franklin the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

	LEVIES		AUDITOR'S ESTIMATE OF RATES	
	Outside Ten-Mill Limitation	Inside Ten-Mill Limitation	Outside Ten-Mill Limitation	Inside Ten-Mill Limitation
<b>Fund</b>				
General		\$482,000	0.32	1.78
Fire & EMS	\$1,352,000		6.40	
Fire Pension		\$69,000		.30
Police Pension		\$69,000		.30
Conservancy District	\$50,400		.22	
	\$1,402,400	\$620,000	6.94	2.38

Section 3. The Clerk of this Council is hereby directed to certify a copy of this Resolution to the Warren County Auditor.

Section 4. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 5. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-45 passed by that body on September 21, 2020.

\_\_\_\_\_, Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Date:** September 21, 2020

**Agenda Item:** **Resolution 2020-46**  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SPRINGBORO AND WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE I-75/SR 73 INTERCHANGE IMPROVEMENT PROJECT

**Submitted By:** Barry Conway, City Engineer

**Scope/Description:** This IGA allows the City of Franklin to jointly work with the City of Springboro and the Warren County Transportation Improvement District to complete the engineering and to construct improvements to the I-75 and SR 73 Interchange through a 2020 Safety Fund Application. This project was awarded \$3,396,410.00 to construct these improvements. The two City's would each pay the WCTID \$68,882.00 to manage the project and reimburse them for completing the application. The Safety Fund Grant would cover the cost of the preliminary engineering, detailed design, construction and construction engineering.

**Exhibits:** None

**Recommendation:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-46

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT WITH THE CITY OF SPRINGBORO AND WARREN COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT FOR THE I-75 AND SR 73 INTERCHANGE  
IMPROVEMENT PROJECT**

WHEREAS, in accordance with Ohio Revised Code Section 5540.02, the Board of County Commissioners of Warren County, Ohio, created the Warren County Transportation Improvement District;

WHEREAS, the Warren County Transportation Improvement District has the authority to finance, construct, maintain, repair or operate street, highway and other transportation projects and to construct, reconstruct, improve, alter and repair roads, highways and other infrastructure;

WHEREAS, the City desires to partner with the City of Springboro and the Warren County Transportation Improvement District for the I-75 and SR 73 Interchange Improvement Project; and

WHEREAS, the City of Franklin, the City of Springboro and the Warren County Transportation Improvement District have agreed to the terms and conditions to be contained in the Intergovernmental Agreement between the two Cities and the WCTID for the Safety Study and Project Management of said Project. The cost of the preliminary engineering, detailed design, construction and construction engineering will be funded by the Safety Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Councilmembers present concurring, that:

Section 1. The City Manager is hereby authorized to execute the Intergovernmental Agreement between the City of Franklin, the City of Springboro and the Warren County Transportation Improvement District for the I-75 and SR 73 Interchange Improvement Project.

Section 2. The City's funding commitment of Sixty Eight Thousand Eight Hundred Eighty-Two Dollars and No Cents (\$68,882.00) shall be paid from the funds appropriated for it by this Council in the City's operating budget in 2021.

Section 3. The City Manager is hereby also authorized to execute any other documents as may necessary to effectuate the terms of said Intergovernmental Agreement.

Section 4. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 5. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-46 passed by that body on September 21, 2020.

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **Resolution 2020-47**  
AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR  
THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT

**Submitted By:** Jonathan M. Westendorf

**Scope/Description:** We are requesting authorization to submit a 2020 Assistance to Firefighters Grant application. This year's project is a joint grant with JEMS. This year's project will focus on purchasing a Sim-Baby and Sim-Junior patient care simulator, including the extended warranty and operator training. This grant will allow us to complete our Sim-Family and improve our ability to deliver quality EMS training and service.

**Budget Information:** No budgetary impact at this time. If our grant application is successful, the joint grant with JEMS has a 10% local match of the overall project cost, with federal funding covering the remaining 90% of the project. The local match will be split 50/50 with JEMS.

### **Joint Grant with JEMS**

The total project is estimated at \$ 77,676

Federal Share	90%	\$ 70,614.55
<b>Local Share</b>	<b>10%</b>	<b>\$ 7,061.45</b>

### **Exhibits:**



**Recommendation:** We respectfully request authorization of this resolution.



CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-47

**AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2020  
ASSISTANCE TO FIREFIGHTERS GRANT**

WHEREAS, the 2020 Assistance to Firefighters Grant Program provides federal funds to assist in the purchase of equipment needed by fire departments; and

WHEREAS, the City of Franklin Division of Fire is in need of a Sim-Baby and Sim-Junior patient care simulator, including the extended warranty and operator training. If awarded, this grant will allow the City to complete its Sim-Family and improve its ability to deliver quality EMS training and service through the Division of Fire and EMS; and

WHEREAS, if the application is approved, the City will receive grant monies equal to ninety percent (90%) of the total purchase cost; and

WHEREAS, the City's ten percent (10%) local matching share of the total purchase cost has been budgeted for,

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

Section 1. The City Manager is hereby directed to execute and file a joint application with JEMS, and to execute and submit any needed information or documentation required with said application, for a grant under the 2020 Assistance to Firefighters Grant Program. The grant application shall be for the purchase of a Sim-Baby and Sim-Junior patient care simulator and any other equipment needed by the City of Franklin Division of Fire in to improve upon its ability to deliver quality EMS training and service through the Division of Fire and EMS and shall be for the following amounts:

Total Purchase Cost:	\$ 77,676
Grant Funding (90%)	\$ 70,614.55
Local Share (10%)	\$ 7,061.45

Section 2. This Council hereby acknowledges and agrees that if the City's application is approved, participation in the 2020 Assistance to Firefighters Grant Program will require compliance with the Program's guidelines and assurances.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on September 21, 2020

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **Resolution 2020-48**  
AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR  
THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT

**Submitted By:** Jonathan M. Westendorf

**Scope/Description:** We are requesting authorization to submit a 2020 Assistance to Firefighters Grant application. This year's project will focus on purchasing vehicle extrication and stabilization equipment (that can also be used as a tripod rescue system for confined space) to better equip the new rescue engine. Additionally, we have applied to purchase and install a power cot loading/fastening system which will standardize our entire EMS fleet.

**Budget Information:** No budgetary impact at this time. If our grant application is successful, the City of Franklin has a 5% local match of the overall project cost with the grant award funding the remaining 95% of the project.

### **Local Grant for the City of Franklin**

The total project is estimated at \$ 107,449.00

Federal Share	95%	\$ 102,332.38
Local Share	5%	\$ 5,116.62

### **Exhibits:**



**Recommendation:** We respectfully request authorization of this resolution.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-48

**AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2020  
ASSISTANCE TO FIREFIGHTERS GRANT**

WHEREAS, the 2020 Assistance to Firefighters Grant Program provides federal funds to assist in the purchase of equipment needed by fire departments; and

WHEREAS, the City of Franklin Division of Fire is in need of vehicle extrication equipment and other equipment for responding to vehicular accidents; and

WHEREAS, if the application is approved, the City will receive grant monies equal to ninety-five percent (95%) of the total purchase cost; and

WHEREAS, the City's percent (5%) local matching share of the total purchase cost has been budgeted for,

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

Section 1. The City Manager is hereby directed to execute and file an application and to execute and submit any needed information or documentation required with said application, for a grant under the 2020 Assistance to Firefighters Grant Program. The grant application shall be for the purchase of vehicle extrication equipment and any other equipment needed by the City of Franklin Division of Fire in responding to vehicular accidents, and shall be for the following amounts:

Total Purchase Cost:	\$ 107,449.00
Grant Funding (95%)	\$ 102,332.38
Local Share (5%)	\$ 5,116.62

Section 2. This Council hereby acknowledges and agrees that if the City's application is approved, participation in the 2020 Assistance to Firefighters Grant Program will require compliance with the Program's guidelines and assurances.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on September 21, 2020

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **Resolution 2020-49**  
AUTHORIZING THE CITY MANAGER TO FILE AND ACCEPT THE  
APPLICATION FOR THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT –  
COVID 19 SUPPLEMENTAL (AFG-S)

**Submitted By:** Jonathan M. Westendorf

**Scope/Description:** We are requesting authorization to submit and accept the special 2020 Assistance to Firefighters COVID Supplemental Grant. This grant includes awarded funding to cover the cost of purified air Purifying Respirator (PAPR) for our EMS crews, standard surgical face masks, Tyvek suits, N95 Masks, Face shields, UV Lights to disinfect the EMS units, EMS Gloves, Eye Protection Googles, and the MSA kit filter assembly (added as an option to the recent SCBA purchased through AFG funds)

**Budget Information:** Our grant application has been awarded.

**Local Grant for the City of Franklin**

The total project is \$ 39,858.90

Federal Share 95% \$ 37,960.86

**Local Share 5% \$ 1,898.04**

**Exhibits:**



**Recommendation:** We respectfully request authorization of this resolution.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-49

**AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2020  
ASSISTANCE TO FIREFIGHTERS GRANT**

WHEREAS, the 2020 Assistance to Firefighters Grant Program provides federal funds to assist in the purchase of equipment needed by fire departments; and

WHEREAS, the City of Franklin Division of Fire is in need of vehicle extrication equipment and other equipment for responding to vehicular accidents; and

WHEREAS, if the application is approved, the City will receive grant monies equal to ninety percent (90%) and ninety-five percent (95%) of the total purchase cost; and

WHEREAS, the City's ten percent (10%) and five percent (5%) local matching share of the total purchase cost has been budgeted for,

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

Section 1. The City Manager is hereby directed to execute and file a joint application with JEMS, and to execute and submit any needed information or documentation required with said application, for a grant under the 2020 Assistance to Firefighters Grant Program. The grant application shall be for the purchase of purified air Purifying Respirator (PAPR) for our EMS crews, standard surgical face masks, Tyvek suits, N95 Masks, Face shields, UV Lights to disinfect the EMS units, EMS Gloves, Eye Protection Googles, and the MSA kit filter assembly and any other equipment needed by the City of Franklin Division of Fire in responding to COVID-19, and shall be for the following amounts:

Total Purchase Cost:	\$ 39,858.90
Grant Funding (90%)	\$ 37,960.86
Local Share (10%)	\$ 1,898.04

Section 2. This Council hereby acknowledges and agrees that if the City's application is approved, participation in the 2020 Assistance to Firefighters Grant Program will require compliance with the Program's guidelines and assurances.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 17, 2008.

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **RESOLUTION 2020-50**  
ESTABLISHING THE RATES FOR SOLID WASTE,  
RECYCLING AND YARD WASTE COLLECTION IN THE  
CITY OF FRANKLIN FOR THE PERIOD FROM OCTOBER 1,  
2020 THROUGH SEPTEMBER 30, 2023

**Submitted By:** Steve Inman, Public Works Director

**Scope/Description:** This Resolution establishes the trash and recycling collection rates for City residents for the coming contract period with the City's waste hauler, Rumpke. The current contract expires September 30, 2020.

The new rates will go into effect as of October 1, 2020 when the new three-year contract begins.

**Exhibits:** None

**Budgetary Impact:** Rates pay the cost of the City's contract for solid waste and commingled recyclables collection and disposal services with Rumpke.

**Recommendation:** Staff recommends approval



CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-50

**ESTABLISHING THE RATES FOR SOLID WASTE, RECYCLING AND YARD  
WASTE COLLECTION IN THE CITY OF FRANKLIN FOR THE PERIOD  
FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023**

WHEREAS, Section 931.04 of the Codified Ordinances of the City of Franklin, Ohio, grant Council the authority to establish, by resolution, rates for garbage collection, recycling and yard waste disposal for all residential units in the City;

WHEREAS, the City's current contract for the City's solid waste and commingled recyclables collection and disposal services expires on September 30, 2020;

WHEREAS, this Council, by Resolution 2020-36, adopted on July, 20, 2020, awarded the contract for the City's solid waste and commingled recyclables collection and disposal services for a three-year period; and

WHEREAS, said contract shall become effective on October 1, 2020, it is necessary for this Council to establish new rates for garbage collection, recycling and yard waste disposal according to said contract,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, five members thereof concurring, that:

Section 1. The following rates are hereby established for all residential units in the City of Franklin for solid waste/garbage collection, recycling and yard waste collection for the time periods stated:

October 1, 2020 through September 30, 2021:  
\$15.00 collection cost + administrative fee

October 1, 2021 through September 30, 2022:  
\$15.38 collection cost + administrative fee

October 1, 2022 through September 30, 2023:  
\$15.76 collection cost + administrative fee

Section 2. The above-established rates shall be collected in the manner provided by Chapter 931 of the Codified Ordinances of the City of Franklin, Ohio.

Section 3. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **RESOLUTION 2020-51**  
ESTABLISHING THE ADMINISTRATIVE FEE FOR SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION IN THE CITY OF FRANKLIN AND ADDING THE FEE TO THE COLA SCHEDULE IN THE YEAR 2021.

**Submitted By:** Steve Inman, Public Works Director

**Scope/Description:** This Resolution establishes the administrative fee for garbage collection, recycling, and yard waste at \$2.71. The administration fee will be added to the COLA schedule in year 2021.

**Exhibits:** None

**Budgetary Impact:** None

**Recommendation:** Staff recommends approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-51

**ESTABLISHING AN INCREASE TO CURRENT ADMINISTRATION FEE FOR SOLID  
WASTE, RECYCLING AND YARD WASTE COLLECTION IN THE CITY OF FRANKLIN**

WHEREAS, Section 931.04 of the Codified Ordinances of the City of Franklin, Ohio, grants Council the authority to establish, by resolution, rates for garbage collection, recycling and yard waste disposal for all residential units in the City;

WHEREAS, the administrative fee for garbage collection, recycling and yard waste disposal funds demolition to remove blighted buildings, property maintenance code compliance services, and a portion of operating expenses; and

WHEREAS, this Council finds it necessary and in the best interests of the health, safety and welfare of the citizens of Franklin to add the administrative fee to the COLA schedule in the Year 2021 and thereafter,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, five members thereof concurring, that:

Section 1. The following administrative fee is hereby established for all residential units in the City of Franklin for solid waste/garbage collection, recycling and yard waste collection for the time periods stated:

October 1, 2020 through February 28, 2021:  
\$2.71 administrative fee

March 1, 2021 and thereafter:

The administrative fee will be added to the COLA schedule and subject to an annual increase equal to the percentage obtained by averaging the national inflation rate from the United States Labor Department, Bureau of Labor Statistics for the previous three years.

Section 2. The above-established rates shall be collected in the manner provided by Chapter 931 of the Codified Ordinances of the City of Franklin, Ohio.

Section 3. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective October 1, 2020

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** September 21, 2020

**Agenda Item:** **RESOLUTION 2020-52**  
AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND OTHER DOCUMENTS FOR THE SALE OF REAL PROPERTY LOCATED AT 449 SOUTH MAIN STREET, FRANKLIN, OHIO; PARCEL ID: 04-331-131-017, TO EQUITY POINT INVESTMENTS, INC., 431 SOUTH MAIN STREET, FRANKLIN, OHIO

**Submitted By:** Lynnette Dinkler, Law Director

**Scope/Description:** On June 1, 2020, Ordinance 2020-08 authorized the sale of City owned real estate situated at 449 South Main Street, Franklin, Ohio, by competitive bidding.

On September 9, 2020, at 1:01 p.m. the City opened bids for this project. One bid was received:

Equity Point Investments, Inc.	\$ 21,001.99
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**Exhibits:** A – Agreement of Purchase and Sale of Real Property

**Budgetary Impact:** The sale of this property as fully described in the Purchase Agreement is reasonably expected to culminate economic benefit and development for the City of Franklin.

**Recommendation:** Staff recommends that we accept the bid in the amount of \$21,001.99 from Equity Point Investments, Inc. as the only bid and as a commercially reasonable highest and best bid.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-52

**AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND OTHER DOCUMENTS FOR  
THE SALE OF REAL PROPERTY LOCATED AT 449 SOUTH MAIN STREET, FRANKLIN, OHIO;  
PARCEL ID: 04-331-131-017, TO EQUITY POINT INVESTMENTS, INC., 431 SOUTH MAIN  
STREET, FRANKLIN, OHIO**

WHEREAS, bids were scheduled to be opened and all received were opened on September 1, 2020 for the purchase of real property located at 449 South Main Street, Franklin, Ohio in accordance with the Notice to Bidders; and

WHEREAS, only one bid was received; and

WHEREAS, it is determined by Council that the bid from Equity Point Investments, Inc., doing business at 431 South Main Street, Franklin, Ohio, is a commercially reasonable bid and the highest and best; and

WHEREAS, Council passed Ordinance 2020-08 authorizing the sale of real estate situated at 449 South Main Street, Franklin, Ohio, Parcel ID: 04-31-131-017, via competitive bidding, and in accordance with the City Charter and the City complied with all notice requirements; and

WHEREAS, the sale of this property as fully described in the Purchase Agreement, attached as Exhibit A, is reasonably expected to culminate in economic benefit and development for the City of Franklin; and

WHEREAS, this Council finds it to be in the best interests of the City of Franklin, Ohio and its residents to proceed with the sale of this property to Equity Point Investments, Inc. to allow this property to undergo immediate renovation which is reasonably expected to lead to the operation of new business from this property.

NOW, THEREFORE, BEIT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The bid for the sale of real property located at 449 South Main Street, Franklin, Ohio, Parcel ID: 04-31-131-017, is hereby awarded to Equity Point Investments, Inc., for the purchase price of \$21,001.99, all in accordance with the Notice to Bidders, Instructions to Bidders, General Conditions, Specifications, Plans and other documents contained in the bid packet.

Section 2. The City Manager is directed and authorized to execute an Agreement of Purchase and Sale of Real Property and other documents for the sale of the real property located at 449 South Main Street, Franklin, Ohio; Parcel ID: 04-31-131-017, to Equity Point Investments, Inc., for the purchase price of \$21,001.99.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 21, 2020

ATTEST: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
Khristi Dunn, Clerk of Council Brent Centers, Mayor

## AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

1. **OFFER.** EQUITY POINT INVESTMENTS, INC. having its principal office at 431 South Main Street, P.O. Box 431, Franklin, OH 45005 ("Buyer"), hereby offers to purchase and CITY OF FRANKLIN, whose tax mailing address is 1 Benjamin Franklin Way, Franklin, Ohio 45005, ("Seller") hereby agrees to sell, subject to the terms and conditions set forth herein, certain tracts of land owned in fee simple by the Seller, which consist of an approximate total of 0.0630 Acres ("the Land"), as more particularly described in Exhibit A, commonly known as 449 South Main Street, Parcel ID Number 04-31-131-017, which is attached hereto and made a part hereof, together with all rights, privileges and appurtenances to the Land including, without limitation, all of the Seller's rights in any water rights, mineral rights, easements, rights-of-way, gas and hydrocarbons, and other appurtenances used or connected with the beneficial use or enjoyment of the Land.
2. **CONSIDERATION.** The purchase price for the Property shall be Twenty-one Thousand One Dollar and Ninety-nine Cents (\$21,001.99), which Buyer shall pay to the Seller at Closing, in cash or by cashier's check, subject to any adjustments and/or prorations as provided herein (the "Purchase Price").
3. **TITLE.**
  - a. Buyer shall obtain, at its own cost and expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer.

If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Agreement, Buyer shall have the right to object to such conditions within twenty (20) days of Buyer's receipt of the Title Commitment. If Buyer so objects, Seller shall: (i) remedy or remove such defect, lien, encumbrance, easement, condition, restriction or encroachment within thirty (30) days; or (ii) shall, within fifteen (15) days and by written addendum to this Agreement, agree to deduct the costs of remedy and removal of such defect, lien, encumbrance, easement, condition, restriction or encroachment from the Purchase Price. If Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment within the thirty days or fails to execute the addendum within fifteen days, Buyer shall have the option to terminate this Agreement by delivering written notice thereof to Seller.

At Closing, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, and any other matters that Buyer has approved in writing.

- b. If the Title Commitment discloses that the condition of title is not acceptable (the "Title Exceptions"), Buyer may notify Seller of such Exceptions within fourteen (14) days after Buyer's receipt of the last of the Title Commitment (the "Title Notice"), whereupon Seller shall use

**commercially reasonable efforts to** cure any disapproved Title Exceptions. If Seller does not remedy any Title Exceptions before the Closing Date, Buyer may, at its option: (i) accept title subject to the objections raised by Buyer, without an adjustment to the Purchase Price, in which event said Title Exceptions shall be deemed to be waived for all purposes, or (ii) rescind this Agreement, whereupon this Agreement shall be of no further force and effect.

- c. Buyer shall pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in Buyer from and after the Closing, subject only to exceptions for any liens, encumbrances or other matters created or brought about by Buyer and exceptions permitted according to this Agreement. The policy shall also insure Buyer as of the date of recording of the deed or other instrument of conveyance against any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records. Seller agrees to cooperate with, and comply with the requirements of, the title insurance company for issuance of this coverage. Unless otherwise agreed or if not available for reasons other than any act of Seller, Buyer's title policy will include mechanic's lien coverage.
4. **CONDITIONS PRECEDENT.** The obligation of the Buyer to consummate the purchase of the Land shall be subject to the fulfillment on or before the Closing of all of the conditions set forth herein, any of which may be waived by the Buyer, in writing, in its sole and absolute discretion:
- a. The conditions precedent to closing provided for in Paragraph 3 being satisfied or, for any unsatisfied Title Exception, a written waiver by the Buyer of those unsatisfied Exceptions;
  - b. The Title Company shall have issued or irrevocably committed to issue the Title Policy;
  - c. Seller shall have performed and observed, in all material respects, all covenants and terms of this Agreement to be performed and observed by the Seller as of the Closing; and
  - d. All of the representations and warranties of the Seller contained in Paragraph 8 of this Agreement shall be true and correct in all material respects at the Closing.
5. **CLOSING.**
- a. The closing of the purchase and sale of the Land shall be on or before a date that is one hundred twenty (120) days from the execution date of this Agreement (the date this Agreement is executed by both the Buyer and the Seller), unless such date is extended, in writing, upon the agreement of the Buyer and the Seller.
  - b. In addition to the satisfaction of the Conditions Precedent contained in Paragraph 4 hereof, the Buyer's obligations under this Agreement are subject to and contingent upon the occurrence of the following, on before the Closing: (i) all of Seller's representations and warranties hereunder remaining true and correct; and (ii) no moratorium, statute, order, regulation, ordinance or judgment of any court or government agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein.
  - c. Seller shall execute and deliver to the Buyer at Closing a transferable and recordable quit claim deed conveying a marketable, fee simple title to the Land to the Buyer, free and clear of all liens and encumbrances, but subject to any easements or restrictions of record.



- d. Seller shall furnish to Buyer at Closing an affidavit attesting to the absence of any security interest in, or financing statement, claim, lien, or potential lien known to Seller with respect to the Land, and further attesting that there have been no improvements to the Land for one hundred twenty (120) days immediately prior to the Closing, excepting any known claims or liens that are addressed by addendum to this Agreement, in accordance with Paragraph 3 a., above.
- e. Seller shall execute an Affidavit of Title, **limited to Seller's knowledge**.
- f. Seller shall execute a certification, certifying that as of the date of Closing, all representations and warranties by Seller set forth in this Agreement remain true and correct.
- g. Seller shall provide such proof of Seller's authority and authorization to enter into this Agreement and perform its obligations hereunder as may be reasonably required by the Title Company, including corporate resolutions and incumbency certificates.
- h. Seller shall execute such affidavits and indemnities as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (i) parties in possession; (ii) mechanic's liens; (iii) unrecorded assessments and other matters an accurate survey of the Land would disclose, and (iv) nondelinquent real estate taxes, water, sewer and other charges of municipal and governmental authorities and utility companies.
- i. Buyer and Seller shall execute such other documents as may be reasonably requested to enable the consummation of the transaction contemplated by this Agreement.

6. **CLOSING COSTS AND OTHER PRORATIONS.**

- a. Closing Costs.
  - (i) Except as otherwise expressly provided herein, Seller shall pay at the Closing: the costs of releasing any mortgage, financing statement or other debt security, or any attachments, assessments, mechanic's or materialmen's liens outstanding against the Land; the costs of curing, remedying or removing any Exceptions and/or Conditions that the Seller is under obligation to cure, remedy or remove; and the costs of preparing and recording the deed.
  - (ii) Except as otherwise expressly provided herein, Buyer shall pay at Closing: the costs of the Title Commitment and the Title Policy and any special endorsements to the Title Policy not required to cure an Exception and/or Conditions; and any other documents required in connection with the title insurance commitment; any transfer taxes.
  - (iii) The Seller and Buyer shall each pay its own attorney's fees incurred with respect to the preparation and negotiation of this Agreement and the Closing of the transactions contemplated hereby.
- b. Taxes. All real property taxes and assessments (the "Taxes"), including penalties thereon, which are delinquent shall be paid on or before the Closing by the Seller. Any nondelinquent taxes shall be prorated between Buyer and Seller on a **cash** basis, as of the date of Closing for the year of Closing, and thereafter shall be the responsibility of Buyer, subject to applicable law. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. However, if the Land was materially improved following the determination of the assessed value upon which the prior year's taxes were based, taxes will be estimated based on the preceding year's

levy at the more current assessed value, if ascertainable, and the estimated amount prorated. The parties also agree that if the Land has been reappraised or reclassified within the preceding year and the actual taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the Closing.

7. **POSSESSION.** Possession of the Property shall be granted to Buyer, free and clear of the rights of third parties (other than as set forth in the Title Policy), on the Closing Date.
8. **REPRESENTATIONS AND WARRANTIES OF SELLER.** The Seller warrants and represents to Buyer as to the following matters, each of which is so represented to be true and correct as of the date hereof and also to be true and correct as of the Closing Date, and which shall survive the closing and delivery of deed.
  - a. Authority of Signatories; No Breach of Other Agreements, etc.: The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangements, understanding, accord, document or instrument by which Seller or the Land are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Seller or the Land are subject or bound.
  - b. Accuracy of Information: To Seller's knowledge the Records and all other documents being delivered by Seller and prepared by Seller are true, accurate and complete.
  - c. Executory Agreements: To Seller's knowledge Seller is not a party to, and the Land is not subject to, any Agreement or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Land, other than this Agreement. Buyer shall not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, Agreement, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept.
  - d. Rights in the Land: To Seller's knowledge, other than this Agreement, there are no purchase Agreements, options or any other agreements of any kind, written or oral, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller has acquired or have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Land.
  - e. Violations: To the Seller's knowledge, the Seller has not received any written notice from any party alleging that the Land or its current uses are in violation of any environmental, zoning, building, health, traffic, flood control or all other applicable rules, regulations, codes, ordinances, or statutes of any local, state or federal authority or any other governmental authority asserting jurisdiction over the Property, which violations, if any, have not heretofore been corrected in all material respects.
  - f. In the event of the breach of any warranty or representation made herein or elsewhere in this Agreement by Seller, Seller hereby agrees to indemnify and hold Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees), and charges which Buyer may incur or to which Buyer may become subject as a direct consequence of such breach of liability, provided a written claim is made against Seller within one year of Closing.

- g. When used in this Paragraph, the expression "to the knowledge of Seller", or similar language, is deemed to mean that Seller, without additional inquiry, is not aware either actually or, through any agent constructively, of anything, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes. The knowledge of any agent or manager shall not be imputed to the Seller in connection with any and all representations and warranties made hereunder.

## 9. DEFAULTS AND REMEDIES.

- a. Failure of either Party to comply with any material covenant, agreement, or obligation within the time limits required by this Agreement shall constitute a material default. Following a material default by either Buyer or Seller, the other Party may only pursue all available remedies available at law.

10. **NOTICES.** All notices, waivers, demands, requests or other communications (herein collectively referred to as the "Notice") required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered; (ii) if mailed, by United States mail, certified or registered, postage prepaid, return receipt requested, upon acceptance of delivery; or (iii) if delivered by reputable overnight express courier, freight prepaid, upon acceptance of delivery. In every case, the Notice addressed to the party to be notified shall be as follows:

If to Buyer: EQUITY POINT INVESTMENTS, INC.,  
By Messenger or Courier: 431 SOUTH MAIN STREET, FRANKLIN, OHIO  
45005  
By Mail: P.O. BOX 431, FRANKLIN, OHIO 45005

If to Seller: CITY MANAGER SONNY LEWIS, CITY OF FRANKLIN, 1 BENJAMIN  
FRANKLIN WAY, FRANKLIN, OHIO 45005

Either party hereto may change the names and addresses (physical and P.O. Box) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

## 11. MISCELLANEOUS.

- a. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective successors and assignees.
- b. Entire Agreement. This Agreement and the Exhibits and Schedules attached hereto or required hereby embody the entire Agreement between the parties hereto with respect to the Property and supersedes any and all prior agreements and understandings, written or oral, formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to the Escrow Agreement or with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- c. Survival of Representations and Warranties. The terms, provisions, warranties and covenants made herein, shall survive the Closing and delivery of the Deed and other instruments of conveyance,

and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

- d. Parties. Unless identified as Seller or Buyer, no real estate professional, Escrowee, escrow agent or closing agent is a party to this Agreement. Seller and Buyer each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with the transaction covered by this Agreement. Seller and Buyer hereby acknowledge that the foregoing representation and warranty shall survive the Closing.
- e. Governing Law. This Agreement provides for the purchase and sale of real and personal property located in the State of Ohio, and is to be performed within the State of Ohio. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Ohio.
- f. Attorney's Fees and Costs. In the event that either party is forced to retain an attorney to enforce the terms of this Agreement, the prevailing party may seek to recover court costs and attorney's fees so incurred as a part of said litigation.
- g. Severability. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- h. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe the meaning or intent of any term.
- i. Counterparts. This Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute one and the same Agreement.
- j. Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The terms "Agreement" and "Agreement" shall be interchangeable.
- k. Time. Time is of the essence of this Agreement. Any reference herein to time periods shall, in computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.
- l. All action required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Buyer and Seller and their representatives and agents.

SELLER: CITY OF FRANKLIN, OHIO

By: \_\_\_\_\_  
Sonny Lewis

Date: \_\_\_\_\_

City Manager  
Title



BUYER: EQUITY POINT INVESTMENTS, INC.

By: \_\_\_\_\_

Rodney K. Litteral

Date: \_\_\_\_\_

Managing Member

Title

EXHIBIT A

DESCRIPTION OF LAND

Situate in the County of Warren, in the State of Ohio, and in the City of Franklin: Lot Numbered FIVE HUNDRED TWENTY SEVEN (527) as the same is known and designated on the revised plat of the said City of Franklin, Warren County, Ohio, as recorded in Plat Book 2, Pages 17 through 37 of the Plat Records of Warren County, Ohio.

More commonly known as: 449 S. Main Street, Franklin, OH 45005

Parcel ID: 04-31-131-017

Subject to all restrictions, easements, conditions and covenants of record, and all legal highways, and subject to real estate taxes and assessments becoming due and payable in the month of June or December, next following the execution of this deed, whichever first occurs and thereafter.

Prior Deed References: Deed 2014-0009435; Official Record 3963, Page 733 – Deed Records of Warren County, Ohio.

## LEGISLATIVE COVER MEMORANDUM

**Date:** September 21, 2020

**Agenda Item:** **Ordinance 2020-11**  
AMENDING ORDINANCE 2020-04 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY

**Submitted By:** Cindy Ryan, Finance Director

**Scope/Description:** This ordinance will adjust appropriations to the following funds:

- **Local Coronavirus Relief Fund** Increase of \$404,717.91 to Fire & EMS Division Personal Services to allocate usage of coronavirus relief funds.
- **Water Fund** Increase of \$13,000 to Water Division/Water Treatment Other to cover unanticipated large refund.

**Emergency Legislation:** Yes – Necessary to provide for the financial operations of the City through the end of the fiscal year.

**Vote Required for Passage:** Per Section 4.14 of the City Charter, the passage of this Ordinance requires the affirmative vote of at least **FOUR (4)** members of Council.

**RECOMMENDATION:** Staff recommends adoption.



CITY OF FRANKLIN, OHIO  
ORDINANCE 2020-11

**AMENDING ORDINANCE 2020-04 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Franklin finds it necessary, upon the recommendation of the Finance Committee, the City Manager and the Finance Director, to make certain amendments to the appropriations made by Ordinance 2020-04, passed on March 16, 2020, which provides appropriations for the fiscal year ending December 31, 2020, in order to meet current expenses and to authorize certain other expenditures; and

WHEREAS, this amendment is necessary in part because the City of Franklin's award of \$404,717.91 in Local Coronavirus Relief Funds which must be appropriated and may be adjusted in the future depending on auditing and other factors unknown to the City at this time;

WHEREAS, Section 4.14 of the City's Charter authorizes emergency appropriations, when such appropriations are made pursuant to an emergency ordinance,

THE CITY OF FRANKLIN HEREBY ORDAINS, at least four (4) members of Council elected thereto concurring, that:

Section 1. This Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Franklin, Ohio. The reason for such necessity arises from the need to provide appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2020, to ensure the continued, usual, daily operation of the City Government.

Section 2. To provide for current expenses and other expenditures of the City of Franklin, Ohio, for the fiscal year ending December 31, 2020, the sums contained within the attached Exhibit A, as amended, are hereby appropriated.

Section 3. Existing Ordinance 2020-04 is hereby repealed.

Section 4. The Finance Director is hereby authorized to make payments from any of the appropriations herein made, upon receiving proper claims, certificates and or vouchers approved by the officials, department heads, or their respective designees, authorized by law to approve the same, or upon an ordinance or resolution of Council to make expenditures; provided, however, that no payments for salaries or wages shall be made except to persons employed in accordance with the ordinances of the City of Franklin and/or laws of the State of Ohio.

Section 5. The Finance Director is hereby authorized to adjust appropriations within any Fund or Department, so long as the adjustments made do not exceed the total appropriations authorized within any Fund. In addition, the Finance Director is hereby authorized to establish additional accounts within any Fund as may from time to time be required to ensure proper accounting or by the State of Ohio.

Section 6. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Chapter 121 of the Ohio Revised Code, and the Rules of Council.

Section 7. This Ordinance shall take effect immediately upon its adoption and, in accordance with Sections 4.05 and 4.14 of the City's Charter, shall not be automatically repealed.

ADOPTED:

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2020-11 passed by that body on September 21, 2020.

\_\_\_\_\_, Khristi Dunn, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Lynnette Dinkler, Law Director

<u>FUND</u>	<u>ACTIVITY</u>	<u>PERSONAL SERVICES</u>	<u>OTHER</u>	<u>TOTAL</u>
<b>100</b>	<b><u>GENERAL FUND</u></b>			
	<u>Public Safety</u>			
	Police Division	\$3,634,709	\$614,200	\$4,248,909
	Reserve Police	\$4,300	\$3,375	\$7,675
	Total	\$3,639,009	\$617,575	\$4,256,584
	<u>General Government</u>			
	Economic Development	\$0	\$53,000	\$53,000
	Clerk & Council	\$181,570	\$89,620	\$271,190
	Municipal Court	\$706,200	\$243,705	\$949,905
	Probation Division	\$253,830	\$14,050	\$267,880
	City Manager	\$349,560	\$12,000	\$361,560
	Finance Department	\$342,120	\$92,250	\$434,370
	Income Tax Division	\$175,300	\$276,902	\$452,202
	Law Department	\$36,776	\$265,130	\$301,906
	Civil Service Commission	\$0	\$11,500	\$11,500
	Planning Commission	\$0	\$9,200	\$9,200
	Building & Grounds	\$59,025	\$162,530	\$221,555
	Other Government	\$0	\$311,200	\$311,200
	Building Division	\$138,970	\$100,555	\$239,525
	Total	\$2,243,351	\$1,641,642	\$3,884,993
	<u>Transfers</u>			
	Transfers & Advances	\$0	\$5,033,100	\$5,033,100
	Total	\$0	\$5,033,100	\$5,033,100
	<b>TOTAL GENERAL FUND</b>	<b>\$5,882,360</b>	<b>\$7,292,317</b>	<b>\$13,174,677</b>
<b>200</b>	<b><u>STREET FUND</u></b>			
	Street Constr, Maint, & Repair	\$599,625	\$817,350	\$1,416,975
	Total	\$599,625	\$817,350	\$1,416,975
<b>210</b>	<b><u>STATE HIGHWAY FUND</u></b>			
	Street Constr, Maint, & Repair	\$0	\$38,000	\$38,000
	Total	\$0	\$38,000	\$38,000
<b>212</b>	<b><u>FIRE &amp; EMS LEVY FUND</u></b>			
	Fire & EMS Division	\$1,676,390	\$636,750	\$2,313,140
	Volunteer Firefighters	\$989,000	\$1,800	\$990,800
	Transfers & Advances	\$0	\$293,000	\$293,000
	Total	\$2,665,390	\$931,550	\$3,596,940
<b>215</b>	<b><u>ISSUE TWO FUND</u></b>			
	Street Constr, Maint, & Repair	\$0	\$2,713,000	\$2,713,000
	Transfers & Advances	\$0	\$1,000,000	\$1,000,000
	Total	\$0	\$3,713,000	\$3,713,000
<b>219</b>	<b><u>E 9-1-1 WIRELESS FUND</u></b>			
	Police Division	\$91,440	\$65,225	\$156,665
	Total	\$91,440	\$65,225	\$156,665
<b>220</b>	<b><u>JOINT RECREATION FUND</u></b>			
	Swimming Pool	\$109,800	\$168,510	\$278,310
	Transfers & Advances	\$0	\$25,000	\$25,000
	Total	\$109,800	\$193,510	\$303,310

<b>225</b>	<b><u>COMPUTER RESEARCH FUND</u></b>			
	Municipal Court	\$0	\$2,400	\$2,400
	Total	\$0	\$2,400	\$2,400
<b>230</b>	<b><u>COURT SPECIAL PROJECTS</u></b>			
	Municipal Court	\$60,537	\$107,500	\$168,037
	Probation Division	\$23,391	\$118,000	\$141,391
	Total	\$83,928	\$225,500	\$309,428
<b>235</b>	<b><u>CLERK'S COMPUTERIZATION</u></b>			
	Municipal Court	\$0	\$90,327	\$90,327
	Total	\$0	\$90,327	\$90,327
<b>238</b>	<b><u>FEMA FUND</u></b>			
	Fire & EMS Division	\$0	\$0	\$0
	Transfers & Advances	\$0	\$919,822	\$919,822
	Total	\$0	\$919,822	\$919,822
<b>239</b>	<b><u>LOCAL CORONAVIRUS RELIEF FUND</u></b>			
	Police	\$0	\$0	\$0
	Income Tax Department	\$0	\$0	\$0
	Law Department	\$0	\$0	\$0
	Fire and EMS	\$404,718	\$0	\$404,718
	Other Government	\$0	\$0	\$0
	Total	\$404,718	\$0	\$404,718
<b>240</b>	<b><u>COUNTY VEHICLE TAX FUND</u></b>			
	Street & Road Repair	\$0	\$0	\$0
	Total	\$0	\$0	\$0
<b>250</b>	<b><u>DRUG LAW ENFORCEMENT</u></b>			
	Police Division	\$0	\$2,000	\$2,000
	Total	\$0	\$2,000	\$2,000
<b>255</b>	<b><u>LAW ENFORCEMENT FUND</u></b>			
	Police Division	\$0	\$13,500	\$13,500
	Total	\$0	\$13,500	\$13,500
<b>260</b>	<b><u>RECREATION FUND</u></b>			
	Parks & Recreation	\$250,990	\$442,800	\$693,790
	Special Events	\$0	\$87,600	\$87,600
	Total	\$250,990	\$530,400	\$781,390
<b>265</b>	<b><u>LAW ENFORCEMENT ASST. FUND</u></b>			
	Police Division	\$0	\$10,000	\$10,000
	Total	\$0	\$10,000	\$10,000
<b>270</b>	<b><u>IDAT FUND</u></b>			
	Health	\$0	\$7,000	\$7,000
	Total	\$0	\$7,000	\$7,000
<b>272</b>	<b><u>IDIAM FUND</u></b>			
	Health	\$0	\$20,250	\$20,250
	Total	\$0	\$20,250	\$20,250
<b>275</b>	<b><u>ENFORCEMENT &amp; EDUCATION</u></b>			
	Health	\$0	\$3,000	\$3,000
	Total	\$0	\$3,000	\$3,000

<b>277</b>	<b><u>IN HOUSE MONITORING FUND</u></b>			
	Municipal Court	\$0	\$7,000	\$7,000
	Total	\$0	\$7,000	\$7,000
<b>290</b>	<b><u>EMPLOYEE BENEFITS RESERVE FUND</u></b>			
	Police Division	\$92,300	\$0	\$92,300
	Parks & Recreation	\$35,650	\$0	\$35,650
	Sanitary Sewer	\$12,850	\$0	\$12,850
	Water	\$49,650	\$0	\$49,650
	Street Constr, Maint, & Repair	\$44,700	\$0	\$44,700
	Clerk & Council	\$63,000	\$0	\$63,000
	Municipal Court	\$10,200	\$0	\$10,200
	City Manager	\$46,670	\$0	\$46,670
	Finance Department	\$21,300	\$0	\$21,300
	Building Division	\$24,800	\$0	\$24,800
	Total	\$401,120	\$0	\$401,120
<b>310</b>	<b><u>BOND RETIREMENT FUND</u></b>			
	Bond Retirement	\$0	\$567,000	\$567,000
	Total	\$0	\$567,000	\$567,000
<b>320</b>	<b><u>SPECIAL ASSESSMENT BOND RETIREMENT</u></b>			
	Bond Retirement	\$0	\$50,000	\$50,000
	Total	\$0	\$50,000	\$50,000
<b>400</b>	<b><u>CAPITAL IMPROVEMENTS FUND</u></b>			
	Police Division	\$0	\$223,348	\$223,348
	Fire & EMS Division	\$0	\$0	\$0
	Economic Development	\$0	\$0	\$0
	Other Government	\$0	\$261,658	\$301,658
	Total	\$0	\$485,006	\$525,006
<b>401</b>	<b><u>ODOT PROGRAM FUND</u></b>			
	Street Constr, Maint, & Repair	\$0	\$750,000	\$750,000
	Total	\$0	\$750,000	\$750,000
<b>403</b>	<b><u>ECONOMIC DEVELOPMENT &amp; REHABILITATION FUND</u></b>			
	Economic Development	\$0	\$400,000	\$400,000
	Total	\$0	\$400,000	\$400,000
<b>410</b>	<b><u>TIF FUND</u></b>			
	Economic Development	\$0	\$0	\$0
	Total	\$0	\$0	\$0
<b>412</b>	<b><u>FIRE &amp; EMS REPLACEMENT FUND</u></b>			
	Fire & EMS Division	\$0	\$1,011,132	\$1,011,132
	Total	\$0	\$1,011,132	\$1,011,132
<b>420</b>	<b><u>SEWER REPLACEMENT FUND</u></b>			
	Sanitary Sewer	\$0	\$0	\$0
	Transfers & Advances	\$0	\$319,000	\$319,000
	Total	\$0	\$319,000	\$319,000
<b>430</b>	<b><u>WATERWORKS REPLACEMENT FUND</u></b>			
	Water	\$0	\$265,000	\$265,000
	Total	\$0	\$265,000	\$265,000

<b>440</b>	<b><u>STORMWATER REPLACEMENT FUND</u></b>			
	Stormwater Utility	\$0	\$0	\$0
	Total	\$0	\$0	\$0
<b>520</b>	<b><u>STREET LIGHTING FUND</u></b>			
	Street Lighting	\$0	\$170,000	\$170,000
	Total	\$0	\$170,000	\$170,000
<b>530</b>	<b><u>MIAMI CONSERVANCY DISTRICT</u></b>			
	Flood Control	\$0	\$59,650	\$59,650
	Total	\$0	\$59,650	\$59,650
<b>610</b>	<b><u>WATER FUND</u></b>			
	Water Division/Water Treatment Plant	\$791,100	\$1,077,632	\$1,868,732
	Bond Retirement	\$0	\$661,000	\$661,000
	Transfers & Advances	\$0	\$475,000	\$475,000
	Total	\$791,100	\$2,213,632	\$3,004,732
<b>620</b>	<b><u>SEWER FUND</u></b>			
	Sewer Division	\$496,750	\$2,319,469	\$2,816,219
	Transfers & Advances	\$0	\$170,000	\$170,000
	Total	\$496,750	\$2,489,469	\$2,986,219
<b>630</b>	<b><u>TRASH COLLECTION FUND</u></b>			
	Trash Collection	\$61,050	\$874,171	\$935,221
	Total	\$61,050	\$874,171	\$935,221
<b>640</b>	<b><u>STORMWATER UTILITY FUND</u></b>			
	Stormwater Utility	\$336,150	\$245,857	\$582,007
	Other Financing Uses	\$0	\$0	\$0
	Total	\$336,150	\$245,857	\$582,007
<b>810</b>	<b><u>POLICE PENSION FUND</u></b>			
	Police Division	\$447,400	\$1,000	\$448,400
	Total	\$447,400	\$1,000	\$448,400
<b>820</b>	<b><u>FIRE PENSION FUND</u></b>			
	Fire & EMS Division	\$261,400	\$1,000	\$262,400
	Total	\$261,400	\$1,000	\$262,400
<b>825</b>	<b><u>F.C. DIAL TRUST FUND</u></b>			
	Parks & Recreation	\$0	\$350,000	\$350,000
	Total	\$0	\$350,000	\$350,000
<b>835</b>	<b><u>UNCLAIMED MONIES FUND</u></b>			
	Unclaimed Funds	\$0	\$1,000	\$1,000
	Transfers & Advances	\$0	\$4,000	\$4,000
	Total	\$0	\$5,000	\$5,000
<b>840</b>	<b><u>INSURANCE RESERVE FUND</u></b>			
	Insurance Demolition	\$0	\$20,000	\$20,000
	Total	\$0	\$20,000	\$20,000
<b>845</b>	<b><u>BUILDING STANDARDS FUND</u></b>			
	Building Division	\$0	\$3,000	\$3,000
	Total	\$0	\$3,000	\$3,000
<b>TOTAL BUDGET</b>		<b>\$12,883,221</b>	<b>\$25,162,068</b>	<b>\$38,085,289</b>