



1 Benjamin Franklin Way, Franklin, Ohio 45005, 937-746-9921, FranklinOhio.org

City of Franklin, Ohio

Council Meeting Notice

The City of Franklin, Ohio will conduct its Council Meeting on August 17, 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 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: August 17, 2020
TIME: 6:00 PM.
WHERE: Virtual Meeting - Joining Information

Join from PC, Mac, Linux, iOS or Android:
<https://v.ringcentral.com/join/831118845>

Join by PHONE (Audio only)
US: +1 (267) 9304000
Meeting ID: 831118845

This **MEETING NOTICE** has been published at www.franklinohio.org and provided directly to the press via email at 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
AGENDA**

**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING
MONDAY, AUGUST 17, 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 3, 2020 Meeting.**
- 4. Reception of Visitors.**
- 5. Presentation.**
 - A. None.
- 6. Public Hearing.**
 - A. 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
 - B. RESOLUTION 2020-41 AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020 NORTH DIXIE ROADWAY IMPROVEMENTPROJECT
 - 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
 - a. Exhibit A – OAG Delinquent Debt Collection Agreement
 - D. RESOLUTION 2020-43 ADOPTING THE CITY OF FRANKLIN INVESTMENT POLICY
 - a. Exhibit A – Investment Policy
 - 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
 - a. Exhibit A – Child Advocacy Center of Warren County Interagency Agreement

**FRANKLIN CITY COUNCIL
AGENDA**

8. Introduction of New Legislation.

A. None.

9. City Manager's Report.

A. Finance Report from Cindy Ryan

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

10. Council Comments.

11. Executive Session.

A. Personnel Discussion

11. Adjournment.

**FRANKLIN CITY COUNCIL
CLERK'S JOURNAL**

**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING
MONDAY, AUGUST 3, 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 3, 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 3, 2020 to order at 6:03 PM. Roll call showed:

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

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 was one guest and one member of the press in attendance.

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

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CLERK'S JOURNAL

3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the July 20, 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 July 20, 2020 general meeting; seconded by Mr. Aldridge. The vote:

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

Motion passed.

4. Reception of Visitors. The Mayor opened and closed the Reception of Visitors at 6:05 PM as none asked to be heard.

5. Presentation. None.

6. Public Hearing. None.

7. New Business.

- A. RESOLUTION 2020-38 AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH PIERCE MANUFACTURING, INC. REGARDING CORROSION TO THE 2006 PIERCE ENFORCER PUMPER UNIT 18332TR; VIN: 4P1CE01A76A006541

Chief Westendorf explained that the vehicle listed will be sent to Appleton, Wisconsin to be repaired at cost.

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

Mr. Ruppert made the motion to adopt **RESOLUTION 2020-38** as submitted; seconded by Mr.

D. Centers. The vote:

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

**FRANKLIN CITY COUNCIL
CLERK'S JOURNAL**

MR. MATHEW WILCHER yes

MR. DENNY CENTERS yes

Motion passed.

B. RESOLUTION 2020-39 AWARDING THE BID AND AUTHORIZING THE EXECUTION OF THE CONTRACT WITH VOGELPOHL FIRE EQUIPMENT FOR THE REPLACEMENT OF AGING SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR THE JOINT GRANT PROJECT BETWEEN THE CITY OF FRANKLIN, FRANKLIN TOWNSHIP AND THE VILLAGE OF CARLISLE

Chief Westendorf reminded Council that this project began in 2018. The City of Franklin entered into an MOU with Carlisle and Franklin Township to manage the Assistance to Firefighters Grant award. The local share for each of the entities is 10% of the overall cost. The entire amount that was requested was not received as funding for the telemetry was not awarded. The Chief explained that the SCBA equipment remotely monitors the activity of the firefighters as well as the remaining air in the SCBA. The telemetry system also allows the firefighters to be remotely notified to exit the building. Even though this portion of the grant was not approved, it was decided that this technology keeps the firefighters safer and should be maintained. This purchase will be part of the non-grant additional items. The other non-grant additional items to be purchased by the City of Franklin are kits that attach to the SCBA masks that allow them to be used as a respirator without using the entire SCBA. These can be used in hazardous material environments and are approved for virus environments. The department placed an order for N-95 masks during the start of the pandemic and that order has yet to be fulfilled. These kits will provide reliable protection. This part of the purchase qualifies for the COVID reimbursement program. The City of Franklin is the manager for the grant and will invoice the other entities for their cost.

Mr. Aldridge thanked the Chief for his efforts and noted that the Chief's work has saved the City a lot of money over the years in the grants received. The Chief is grateful this grant was awarded as the current equipment will expire at the end of this year. The current equipment was also funded by the Assistance to Firefighters Grant that was awarded in 2002.

Mr. Wilcher asked when the equipment would be received. The Chief responded that it was expected before the end of the year.

The Mayor confirmed with the Chief that the other entities have passed their necessary legislation to move forward with the purchase.

The Mayor asked if Council had any additional questions or discussion. Hearing none, the Mayor called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-39** as submitted; seconded by Mr. Wilcher. The vote:

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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
MR. PAUL RUPPERT	yes

Motion passed.

8. Introduction of New Legislation. None.

9. City Manager's Report. Mr. Lewis reported that the Council Finance Committee had met that day. July held the income tax deadline and preliminary reports of income tax revenue are positive. Year to date, the City is down \$165,000 from the prior year. In June, income tax revenue was down \$565,000 from the prior year. Projects are still being put on hold to review the revenues received in August and September and spending was cut at the beginning of the State of Emergency. Because of this, the budget is still in a favorable position, despite the decrease in revenue. Mr. Lewis and Ms. Ryan are cautiously happy for how the rest of the year will unfold and hope to be able to bring projects for Council approval later in the fall. Mr. Lewis complimented the policies of Council and Staff, specially Ms. Ryan and her department.

The Mayor asked Chief Whitman for an update on the 1-Tip Program. Chief Whitman reported that since August of last year the department had received 167 tips. The dispatchers check the tip line twice per shift, once in the beginning and once towards the end. The drug tips that came in were forwarded to the Drug Task Force, the Range Task Force and to shift supervisors. These tips have led to 13 SCAR ops, which do not cost overtime for the City. The officers either flex their time or take comp time. The department works with the Special Traffic Enforcement and Impaired Driver Enforcement programs to pay some overtime which is reimbursed by the State of Ohio. The Mayor asked if there were plans to re-advertise the program. The Chief responded that he would advertise with the schools, through the Resource Officers, and through Social Media.

10. Council Comments.

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Mr. Wilcher thanked the guest for attending the meeting. He reiterated Mr. Lewis' comments about the Finance Committee meeting and is happy that the City is in a favorable position despite the State of Emergency.

He reported that the cul-de-sac in the new Angel View subdivision is complete and that the streetlight at the end of Lakeview is out. He wondered if this was due to the work being done. Mr. Conway answered that this light should not be out, and Mr. Lewis said that City staff would report it tomorrow. Mr. Wilcher asked when the builder wanted to begin building in the subdivision. Mr. Lewis replied that he would like to begin as soon as possible. Mr. Conway added that he expects to see building plans soon.

Mrs. Fouts thanked Staff for their attention to the residences on Sunnybrook Drive as they are looking better and safer. She also thanked Captain Coulton for his assistance earlier that day.

Mr. Aldridge said it was nice seeing everyone and hopes to be able to meet in person soon. He strongly encouraged businesses in the community to enforce the mask mandate.

Mr. D. Centers reiterated Mr. Lewis' comments on the job well done by Ms. Ryan. He said that she makes recommendations for improvement and he appreciates the ownership she is taking in the position. He also acknowledged Ms. Dinkler and Ms. Dunn and said that these new team members are a help to Council.

Mr. D. Centers also requested re-advertising of the 1-Tip Program.

Mr. D. Centers asked Mr. Lewis for an update on the Cohen property. Mr. Lewis said that he has not received new information since his last update that Cohen has a six-month extension from the state to sale as-is or finish clean-up. He reported that most interested buyers want the first 2-3 acres, but not the full 9 acres available. The City did send a notice about cleaning up the fence and exterior of the property. NIC will enforce this request if it is not taken care of. Mr. D. Centers asked what happens after the six-month extension expires. Mr. Lewis replied that Cohen could be granted one more six-month extension before the City could request clean up due to a nuisance. His hope is that after the State of Emergency, the property will be sold to one of the interested retail buyers, who have been affected by the economy. There was a strong interest prior to the lockdown, but things have been put on hold. The Mayor asked when the six-month extension expires and Mr. Lewis replied that this first one is set to expire in December, the second would expire in June if it was needed. The City will continue to monitor the appearance of the perimeter of the property during the extension periods. Mr. Lewis said that Cohen is a great company and he has confidence that they will deliver on what has been communicated to Council.

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Mr. Ruppert was also interested in the status of the Cohen property as he is asked about this weekly. He thanked Mr. Lewis for the reminder of the six-month extension. He also receives questions about an abandoned filling station in town. Mr. Lewis replied that this is under a court order and asked Chief Westendorf for additional information. The Chief explained that this property is part of a large case with the Ohio Attorney General. The City has requested that the permits for underground storage at this property not be renewed.

Mr. Ruppert informed Council of the news story that 7-Eleven had purchased Speedway and Marathon and speculated that it could cause a change to the face of some of the area businesses.

Vice Mayor Hall stopped by the pool to see the work that is being done while the pool is closed. He said that Mr. Inman and the Public Works department have done a fantastic job, it is a big upgrade for the facility and will provide cost savings for the City when the pool re-opens.

Mayor B. Centers complimented the Staff on the Employee Spotlight Campaign on Social Media. Mr. Lewis thanked him and told him to look for an upcoming Business Spotlight highlighting the industrial companies in Franklin. He also mentioned the City-Wide Garage Sale and the Virtual Garage Sale Option that Ms. Steed and Ms. Dunn added to the City's Facebook page.

The Mayor informed the group that Franklin Township is giving out free masks to anyone who needs them on Mondays, Wednesdays and Fridays at their building located at 418 Fairview Drive in Carlisle.

He said it was nice to see photos on Social Media from the Splash Day event hosted by the Fire Department at the Warren County Learning Center.

He thanked Chief Whitman for the 1-Tip update.

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

11. Adjournment. The Mayor called for a motion to adjourn the meeting. Mr. D. Centers made the motion; seconded by Mr. Aldridge 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	yes

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VICE MAYOR TODD HALL yes
Motion passed.

Mayor Brent Centers adjourned the meeting at 6:40 PM.

Brent Centers, Mayor

Khristi Dunn, Clerk of Council

LEGISLATIVE COVER MEMORANDUM

Meeting Date: August 17, 2020

Agenda Item: **Resolution 2020-40**
AWARDING THE BID AND AUTHORIZING EXECUTION OF THE
CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020
INDUSTRIAL DRIVE ROADWAY IMPROVEMENTPROJECT

Submitted by: Barry Conway, City Engineer

Scope/Description: 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, which were as follows:

Bidder	Total Bid
John R. Jurgensen Company	\$1,091,248.84
RA Miller Construction Co.	\$1,125,420.56
Adleta, Inc.	\$1,223,218.56
Barrett Paving Materials, Inc.	\$1,253,301.70
Fillmore Construction	\$1,318,857.32

Budget Information: 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.

Bidding: Yes

Recommendations: Staff recommends that we accept the bid in the amount of \$1,091,248.84 from John R. Jurgensen Company as the lowest and best bid.

CITY OF FRANKLIN, OHIO
RESOLUTION 2020-40

**AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH
JOHN R. JURGENSEN COMPANY FOR THE 2020 INDUSTRIAL DRIVE ROADWAY
IMPROVEMENT PROJECT**

WHEREAS, bids for the 2020 Industrial Drive Roadway Improvement Project were opened on August 12, 2020, in accordance with the Notice to Bidders;

WHEREAS, it is determined by Council that the bid from John R. Jurgensen Company is the lowest and best; and

WHEREAS, this Council, by Ordinance 2020-04 has authorized the expenditure of funds for said contract through the appropriation of funds in the City's operating budget.

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 Bid for the 2020 Industrial Drive Roadway Improvement Project is hereby awarded to John R. Jurgensen Co., 11641 Mosteller Road, Cincinnati, Ohio 45241, in the total bid amount of One Million, Ninety One Thousand Two Hundred and Forty Eight Dollars and Eighty Four Cents (\$1,091,248.84), 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 hereby directed to execute a contract with John R. Jurgensen Company for the 2020 Industrial Drive Roadway Improvement Project, in accordance with Notice to Bidders, Instructions to Bidders, General Conditions, Specifications, Plans, and other documents contained in the bid packet upon which the bid was received and all other necessary documents. The costs of the contract shall be paid out of the funds appropriated for it in the City's operating budget.

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: August 17, 2020

ATTEST: _____
Clerk of Council

APPROVED: _____
Mayor

LEGISLATIVE COVER MEMORANDUM

Meeting Date: August 17, 2020

Agenda Item: **Resolution 2020-41**
AWARDING THE BID AND AUTHORIZING EXECUTION OF THE
CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020
NORTH DIXIE ROADWAY IMPROVEMENTPROJECT

Submitted by: Barry Conway, City Engineer

Scope/Description: 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.

On August 12, 2020, the City opened bids for this project, which were as follows:

Bidder	Total Bid
John R. Jurgensen Company	\$537,228.45
Barrett Paving Materials, Inc.	\$655,487.80
Fillmore Construction	\$729,337.13

Budget Information: 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

Bidding: Yes

Recommendations: 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.

CITY OF FRANKLIN, OHIO
RESOLUTION 2020-41

**AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH
JOHN R. JURGENSEN COMPANY FOR THE 2020 NORTH DIXIE ROADWAY
IMPROVEMENT PROJECT**

WHEREAS, bids for the 2020 North Dixie Roadway Improvement Project were opened on August 12, 2020, in accordance with the Notice to Bidders;

WHEREAS, it is determined by Council that the bid from John R. Jurgensen Company is the lowest and best; and

WHEREAS, this Council, by Ordinance 2020-04 has authorized the expenditure of funds for said contract through the appropriation of funds in the City's operating budget.

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 Bid for the 2020 North Dixie Roadway Improvement Project is hereby awarded to John R. Jurgensen Co., 11641 Mosteller Road, Cincinnati, Ohio 45241, in the total bid amount of Five Hundred Thirty Seven Thousand Two Hundred Twenty Eight Dollars and Forty Five Cents (\$537,228.45), 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 hereby directed to execute a contract with John R. Jurgensen Company for the 2020 North Dixie Roadway Improvement Project, in accordance with Notice to Bidders, Instructions to Bidders, General Conditions, Specifications, Plans, and other documents contained in the bid packet upon which the bid was received and all other necessary documents. The costs of the contract shall be paid out of the funds appropriated for it in the City's operating budget.

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: August 17, 2020

ATTEST: _____
Clerk of Council

APPROVED: _____
Mayor

LEGISLATIVE COVER MEMORANDUM

Meeting Date:

Agenda Item:

Resolution 2020-42

**AUTHORIZING AND DIRECTING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH
THE OHIO ATTORNEY GENERAL FOR THE
PURPOSE OF DEBT COLLECTION**

Submitted By:

Lynnette Dinkler, Law Director

Scope/Description:

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.

Exhibit:

A. Delinquent Debt Collection Agreement Between the Ohio Attorney General and City of Franklin

Budgetary Impact:

None.

Vote Required for Approval:

A majority of Council members present concurring.

CITY OF FRANKLIN, OHIO
RESOLUTION 2020-42

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE
PURPOSE OF DEBT COLLECTION**

WHEREAS, the City of Franklin undertakes independent efforts to collect delinquent tax accounts;
and

WHEREAS, when those efforts fail to prove successful, under O.R.C. §131.02 the Ohio Attorney
General can make further efforts to collect delinquent income tax on the City's behalf; and

WHEREAS, any additional funds collected by the Ohio Attorney General will be a financial
benefit for the City and payment for these services will be made from the collected funds.

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

Section 1. The City wants to augment 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.

Section 2. The City Manager is hereby authorized to execute the Delinquent Debt Collection
Agreement Between the Ohio Attorney General and City of Franklin and any
related documents in order to receive the collection of delinquent debt owed to the
City of Franklin pursuant to ORC 131.02.

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

ADOPTED:

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay Street, 21st Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

- 1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and
- ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:

Tax

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____,

, on _____, _____ is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____, _____,
Date

_____, _____,
Date

_____, _____,
Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____, _____,
Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following (if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):

Attorney General Interest (AGI) ☒ AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.

AGI ☐ AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.

If AGI is to be added ☒ AGO is granted the authority to waive AGI*
☐ CLIENT and AGO jointly waive AG Interest

Write Off Period: ☒ 15 years*
☒ Years (insert number of years)

Third Party Vendor: ☒ AGO will forward uncollected Debt.*
☐ AGO will not forward uncollected Debt.

Special Counsel: ☐ AGO will forward uncollected Debt.*
☒ AGO will not forward uncollected Debt.

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ Date
Lucas Ward
Section Chief

Policies and Procedures

Automated Clearing House (ACH) Processing

**Ohio Attorney General
Collections Enforcement Section**

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

Client Name

Client Address

City

State

Zip Code

Accounting Contact Information

Name

Name

email

email

Phone Number

Phone Number

Financial Institution Information

Financial Institution Name

Financial Institution Address

City

State

Zip Code

Financial Institution Account Type

Financial Institution Routing Number

Financial Institution Account Number

These numbers are located on the bottom of your check as follows:

1234456789

Routing Number

123456789101112

Account Number

Signature of Authorized Signer

Date



DAVE YOST

OHIO ATTORNEY GENERAL

Collections Enforcement
150 East Gay St., 21st fl.
Columbus, Ohio 43215
Email: LGC@OhioAttorneyGeneral.gov
614 466-4510

Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
8. Will the accounts you will be certifying to us have liens or judgments on them?
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Please return this form to Jennifer Zap at: Jennifer.Zap@ohioattorneygeneral.gov,
or for questions call 330-884-7519.



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
150 East Gay St., 21st floor
Columbus, Ohio 43215
LGC@OhioAttorneyGeneral.gov

Local Government Debt Collections Business Rules

- **Account Certifications**
 - Certification files are completed by the client using the Local Government Collections (LGC) Template – MS Excel format.
 - Certification files are to be submitted to the Attorney General's Office (AGO) securely using FTPS (Secure File Transfer Protocol).
 - The client will need to have internet access to certify accounts to the AGO and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type.
- **Examples of Categories of Debt to be certified:**
 - Statutory fees as assessed by a Political Subdivision;
 - Civil court costs; and
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
 - Debt from a school system must be as a result of a contractual agreement.
- **Examples of Categories of Debt NOT to be certified:**
 - Debt that is against a juvenile.
 - Debt against a presently incarcerated individual.
 - Debt that is involved in a bankruptcy, rental or foreclosure action.
 - Debt from any type of utility.
 - Debt resulting from code enforcement violations.

- **Life of a Debt**

- Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account.
- Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
- Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
- On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
- If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
- The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
- Local debt will not be combined with any state debt owed for collection purposes.

- The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
 - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
 - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.
- **Archive or Write off of Debts**
 - Client may choose to write off debt by their indication on their Service Level Agreement.
 - Accounts can also be closed and returned to client upon request.
- **Payment Processing and Accounting Issues:**
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
- **Direct Payments:**
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.

- If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

**Ohio Attorney General Collections Enforcement
Accounting Section
150 East Gay St., 20th Floor
Columbus, Ohio 43215**

- Referring any debtor to us to make a payment helps us keep our records clean and easy to audit. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- **Reversals**

- Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
- When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
- However, you are able to identify accounts that have a reversal by viewing your ClientView payment report.

Note:

1. A payment for an internet personal check will be indicated with the code of IPC.
2. A payment for an internet personal check that was reversed will be indicated with the code EIPC (See Reports Section below).

- **Reports**

- Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
- Full debt inventory is available at the request of a unit supervisor or manager.
- Monthly archive reports and bi-annual write-off reports are provided upon request.
- All clients will have access to ClientView software to view their account data and notes placed by the collectors.

**Please contact Jennifer Zap at Jennifer.Zap@ohioattorneygeneral.gov.
Direct: 330-884-7519**

LEGISLATIVE COVER MEMORANDUM

Date: August 17, 2020

Agenda Item: **Resolution 2020-43**
ADOPTING THE CITY OF FRANKLIN INVESTMENT POLICY

Submitted By: Cindy Ryan, Finance Director

Scope/Description: The City's current investment policy was updated last year.

This update revises the policy with one update to the limits of each type of investment.

In addition, a local investment advisor has reviewed this policy for effectiveness. Once this policy is approved by City Council, we must send a copy to the Ohio Auditor of State's office for further approval.

Exhibits: Investment Policy

Recommendation: Reviewed by Finance Committee, who recommends adoption.

CITY OF FRANKLIN
RESOLUTION 2020-43

ADOPTING THE CITY OF FRANKLIN INVESTMENT POLICY

WHEREAS, this Council, by Ordinance 2016-16, passed on November 21, 2016, repealed Chapter 126 of the Codified Ordinances, which contained the City's Investment Policy;

WHEREAS, in light of changes made to the State's Uniform Depository Act, the City Manager, Finance Director and Finance Committee have recommended a new Investment Policy be adopted; and

WHEREAS, this Council finds it desirable to adopt a new Investment Policy to reflect current standard procedures and Ohio Revised Code requirements,

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

Section 1. The City of Franklin Investment Policy, as set forth in the attached Exhibit A, is hereby adopted. Said Investment Policy shall be kept on file in the office of the Finance Director.

Section 2. The Finance Director is hereby directed to file a copy of the attached Investment Policy with the Ohio Auditor of State's Office, as required by law.

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: August 17, 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 2020-43 passed by that body on August 17, 2020.

Clerk of Council



CITY OF FRANKLIN

FINANCIAL POLICY

INVESTMENT POLICY

Policy

It is the policy of the City of Franklin, Ohio (“City”) to invest public funds in a manner that will provide the highest investment return while preserving principal and maintaining adequate daily cash flow for the City. Investment activities of the City will conform to federal, state, and/or local statutes governing the investment of public funds unless otherwise noted in this investment policy.

Scope

This investment policy applies to all funds of the City as represented in the Comprehensive Annual Financial Report (CAFR). City funds may be pooled for investment purposes. Unless otherwise restricted, all interest earnings will be credited to the General Fund.

Objectives

In order of importance, the primary objectives of the City’s investment activities are:

- **Safety** – Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
The City will minimize this risk by limiting investments to only the safest types of securities and by diversifying the investment portfolio both in type of investment and in financial institutions.
- **Liquidity** – Investments of the City shall remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
The City will minimize this risk by structuring the portfolio so that the City is able to meet all reasonably anticipated obligations in a timely manner.
- **Return on Investment**– The investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles taking into account the City’s risk constraints and cash flow characteristics.
The City will minimize this risk by restricting maturities of investments and by diversifying the length of maturities within the portfolio.

Securities shall generally be held until maturity, but if prudent, the portfolio may be actively managed to enhance overall interest income or minimize loss of principal.

Standards of Care

Prudence

The City hereby adopts the “prudent person rule” as the standard of prudence to be applied in the context of managing an overall portfolio. Investments shall be made with the same judgement and care—under circumstances then prevailing—which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering probable safety of their principal as well as probable income to be derived.

Employees meeting the prudent person standard and acting in accordance with the City’s written procedures and this investment policy shall be relieved of personal responsibility for a specific security’s subsequent performance, provided appropriate action is taken in a timely manner to control adverse developments.

Delegation of Authority

Management responsibility for the investment program is hereby granted to the Finance Director, who shall be responsible for the implementation of the investment program and the establishment of investment procedures consistent with this Policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Finance Director.

Conflicts of Interest & Ethics

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial investment decisions. Investment personnel shall disclose any material interests in financial institutions or firms that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the City.

Authorized Financial Dealers & Institutions

The Finance Department shall maintain a list of financial institutions and broker/dealers authorized to provide depository and/or investment services to the City. No public deposit shall be made except in a qualified public depository established by Chapter 135 of the Ohio Revised Code.

The Finance Director shall periodically review the financial conditions and registrations of qualified institutions and brokers/dealers. At the Finance Director’s discretion, a financial institution or firm may be removed from the authorized list if the institution or firm appears to no longer offer adequate safety for public funds.

All financial institutions, broker/dealers and investment advisors who desire to become qualified bidders for investment transactions with the City must supply the following, as appropriate:

- A letter from the individual providing the service that:
 - a) Certification of having received and understood the City’s investment policy, and agreement to comply with the Policy;

- b) Certifies that the firm and broker assigned to the City's account have the required credentials and licenses with FINRA (<https://www.finra.org/about>), SEC, or appropriate agencies
 - c) Confirms that the institution will notify the City if at any time the firm or broker is not in compliance with Securities and Exchange Commission Rule 15C3-1, the firm's capital position drops substantially, or a material control weakness is identified by the firm's independent auditor
- Annual financial statement
 - Evidence of adequate insurance coverage
 - Signed depository agreement

Should the City contract with an external investment advisor, as detailed later in this investment policy, a managing officer of the investment advisory firm may sign the letter required above in lieu of a broker/dealer.

The Finance Committee shall review the bids submitted by depository candidates and make a recommendation to the City Council for final approval. Financial institutions and broker/dealers will be selected on the basis of their expertise in public cash management and their ability to provide service for the City's investment portfolio.

Investment Advisors

The City may retain the services of a registered investment advisor who has experience in public funds investment management. The investment advisor shall manage the City's portfolio, or a portion thereof, and shall be responsible for the negotiation and execution of transactions that invest and reinvest applicable City assets. All such investment transactions shall adhere to this investment policy.

Upon the request of the Finance Director or the City Manager, the investment advisor shall attend a Finance Committee or City Council meeting to discuss all aspects of the City's portfolio, including market conditions affecting the value of the City's investments. The investment advisor shall provide periodic reports detailing the performance of the City's investment portfolio under his direction.

Investment advisors utilized by the City shall provide confirmation of receiving and understanding this investment policy. This confirmation must be included as part of the investment advisory contract.

Authorized Investments & Deposits

Active Deposits

As established by Chapter 135 of the Ohio Revised Code, an "active deposit" is a deposit of public funds used to meet the City's current operating demands. Active deposits may be placed in:

- A commercial account that is payable or withdrawable, in whole or in part, on demand
- A negotiable order of withdrawal (NOW) account, or
- A money market deposit (MMD/MMA) account

Other Investments

For funds not classified as “active deposits,” the City may invest in any of the securities identified in Chapter 135 of the Ohio Revised Code. Investments not defined under ORC 135 but authorized pursuant to this investment policy are considered authorized investments of the City. These securities include but are not limited to:

- I. U.S. Treasury Obligations: Bills, notes, bonds, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States.
- II. U.S. Government Agency or Instrumentality Securities: Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (FHLMC), and Government National Mortgage Association (GNMA). All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.
- III. Certificates of Deposit & Other Evidences of Deposit at Financial Institutions: Interest-bearing certificates of deposit, savings accounts, and other deposit accounts offered by an public depository eligible in accordance with Section 135.03 of the Ohio Revised Code. This type of investment includes the CDARS program and the STAR Plus program.
- IV. State and Local Government Securities: Bonds and other obligations of the State of Ohio, or any political subdivision of the State of Ohio, provided that all of the following apply:
 - a. The bonds or other obligations are payable from general revenues of the political subdivision and are backed by the full faith and credit of the political subdivision.
 - b. The bonds or other obligations are rated at the time of purchase in the three highest classifications established by at least one nationally recognized standard rating service and purchased through a registered securities broker or dealer.
 - c. The City is not the sole purchaser of the bonds or other obligations at original issuance.
- V. No-Load Money Market Mutual Funds: A mutual fund in which shares are sold without a commission or sales charge, consisting exclusively of obligations described in sections I and II above, and repurchase agreements secured by such obligations, provided that these investments are only made through eligible public depositories.
- VI. Ohio Subdivision Fund: The State Treasury Assets Reserve of Ohio (“STAR Ohio”) is a statewide investment pool managed by the Treasurer of the State of Ohio similar in concept to a money market fund.
- VII. Other Securities Offered by the Treasurer of the State of Ohio: Any other investment option offered to Ohio political subdivisions by the Treasurer of the State of Ohio. The

instruments of these pools must have the full faith and credit backing of the U.S. or be fully collateralized or insured.

- VIII. Repurchase Agreements: Repurchase agreements of a bank or savings and loan association organized under the laws of the U.S. or State of Ohio for negotiable direct obligations of the U.S. or U.S. federal agencies. Before transacting a repurchase agreement with a particular broker/dealer or eligible institution, the City must enter into a Master Repurchase Agreement with such broker or institution.
- IX. Commercial Paper: Commercial Paper rated at the time of purchase in the highest classification established by at least two nationally recognized standard rating services and not mature later than 270 days after purchase.
- X. Bankers' Acceptances: Bankers' acceptances of banks that are insured by the FDIC. Bankers' acceptances can only be purchased if the yield is greater than the U.S. Treasury obligations or federal agency issues.
- XI. Corporate Bonds: Bonds issued by a corporation organized and operated within the United States that has assets exceeding five hundred million dollars. Bonds issued must meet the following criteria:
 - a. Two of the three ratings of at least: AA by Standard & Poor's, Aa2 by Moody's, and AA by Fitch at the time of purchase
 - b. Denominated in U.S. dollars

Prohibited Investments

Investments in stripped principal or interest obligations of eligible obligations, inverse floaters, and collateralized mortgage obligations are strictly prohibited. Additionally, the City shall not invest in securities that could expose the City to foreign currency risk.

Collateralization

Consistent with State law, the City requires all bank deposits to be federally insured or collateralized with eligible securities. The City, and all public depositories, shall comply with the collateralization requirements established in Chapter 135 of the Ohio Revised Code. Failure of an institution to abide by any of the provisions in this section is cause for immediate suspension of the institution as a qualified depository for any City funds. Each public depository with which the City has deposits shall provide a quarterly statement reflecting the securities pledged including the market value of such securities.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by an independent third party custodian designated by the Finance Director and evidenced by safekeeping receipts and a written custodial agreement.

Internal Control

The Finance Director shall establish a system of internal controls designed to protect City funds from loss, theft, or misuse. The Finance Director shall evaluate the cost of any control so that it does not exceed the benefits likely to be derived. Compliance with this investment policy and the established procedures shall be independently reviewed during annual audits by or on behalf of the Auditor of the State of Ohio.

Diversification

The City will diversify its investment portfolio to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific security type, or a specific issuer or broker. The Finance Director may invest in any instrument or security authorized in Chapter 135 of the Ohio Revised Code, as amended. A copy of the appropriate ORC section will be kept with this policy.

Maturities

To the extent possible, the maturity of investments will be matched to anticipated cash flow needs. Unless matched to a specific cash flow requirement or debt of the City, investments shall mature within five years from the date of purchase.

Performance Standards

The investment portfolio shall be managed to consistently achieve a market rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow needs. Investments shall be made at yields equal to or greater than the bond equivalent yield on United States Treasury obligations of comparable maturity, the City's "benchmark rate of return."

Reporting

At least annually, the Finance Director shall report to the Finance Committee on the current status of the City's investment portfolio. The report shall include information about all investments including the investments' compliance with the City's investment policy. Also, the report shall include any recommendations that the Finance Director has on amendments to this investment policy.

Training & Education

Consistent with Chapter 135 of the Ohio Revised Code, the Finance Director shall annually complete the public investment continuing education training requirements established by the Treasurer of the State of Ohio.

Investment of Dial Park Trust Funds

The original bequeathment of financial assets from the F.C. Dial estate to the City in 2008 included corporate stock in the following:

- General Electric – 4,800 shares
- Procter & Gamble – 14,400 shares
- Ohio Power – 5 shares
- IBM – 400 shares
- Smucker – 144 shares

Investments in corporate stock are inherently high in risk, and as such, are typically prohibited as an investment by a municipality. Historically, however, stocks perform well over the long term, and since this investment remained relatively stable before being gifted to the City, the Finance Director is hereby authorized to maintain the investment as it was originally gifted. All income earned on the original shares, however, shall be used as authorized by the F.C. Dial will or invested in authorized investments as described in the “Authorized Investments” section of this investment policy.

In accordance with the terms and conditions of the F.C. Dial Trust & Will, the income from the F.C. Dial estate shall only be used for the benefit and maintenance of the City’s parks. The expenditure of such income from the F.C. Dial estate for the benefit and maintenance of the City’s parks shall be as directed by the City’s Parks and Recreation Commission.

No part of the principal of the F.C. Dial estate shall be used for the maintenance of the City’s parks, except that the expenditure of an amount not to exceed \$5,000 from such principal may be used for the purchase of a site for additional park land. In such event, said park shall be known as the Dial Park, in accordance with the terms and conditions of the F.C. Dial Trust & Will.

Investment Policy Adoption

The City’s investment policy shall be adopted by legislation of the City Council, and any modifications must be further approved by City Council. A copy of the approved investment policy shall be filed with the Auditor of the State of Ohio.

Any investment currently held by the City that does not meet the guidelines of this policy shall be exempted from the requirements of this policy until the security reaches maturity or is otherwise liquidated. At that time, such monies shall be reinvested only as provided by this policy.

Updated August 2020

LEGISLATIVE COVER MEMORANDUM

Meeting Date:

Agenda Item:

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**

Submitted By:

Lynnette Dinkler, Law Director

Scope/Description:

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.

Exhibit:

A. Interagency Agreement Between the Child Advocacy Center of Warren County and City of Franklin

Budgetary Impact:

None.

Vote Required for Approval:

A majority of Council members present concurring.

CITY OF FRANKLIN, OHIO
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**

WHEREAS, the Child Advocacy Center of Warren County (CAC) is requesting the City of Franklin entered into an Interagency Agreement for the provision of a multidisciplinary approach to be utilized in the investigation, assessment, prosecution and medical and therapeutic treatment for child victims of abuse and their non-offending family members; and

WHEREAS, the Interagency Agreement is attached as Exhibit A.

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

Section 1. The City Manager, or his designee, in this case the Chief of Police, is hereby authorized to execute the Child Advocacy Center of Warren County Interagency Agreement and any related documents in order to join in the multidisciplinary approach involving child victims of abuse and their non-offending family members.

Section 2. 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 3. This Resolution shall become effective immediately upon its passage.

ADOPTED:

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor



INTERAGENCY AGREEMENT

A Response to Child Abuse in Warren County

It is recognized by the undersigned that child abuse and neglect are serious community problems for all of Warren County and that no single agency, individual or discipline has all of the necessary knowledge, skills or resources to provide the assistance and the investigation to fully address these problems.

Having recognized these problems, we continue to support and endorse the use of the children's advocacy center model and CAC protocol, strengthening the collaborative effort between the undersigned agencies. The established protocol has been developed and is reviewed with input from all roles of the multidisciplinary team.

A multidisciplinary approach should be utilized in the investigation, assessment, prosecution, and medical and therapeutic treatment involving child victims of abuse. The undersigned agencies also recognize that coordination of their services will:

- ❖ Reduce trauma to child victims
- ❖ Reduce multiple interviews
- ❖ Increase communication between agencies
- ❖ Strengthen cases
- ❖ Provide a link to services

It is also agreed that interagency communication and cooperation, facilitated by the Child Advocacy Center of Warren County, lead to a better understanding and respect for the roles and expertise of each agency, and to more informed decisions for dealing with child victims of abuse and their non-offending family members.

(ATTACHMENT)

SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE
AGREEMENT

FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO
CHILD ABUSE IN WARREN COUNTY



Deborah Feldman, President and CEO
Dayton Children's Hospital

7/6/2020

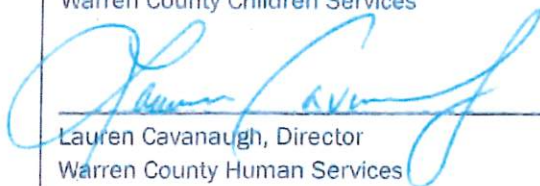
Date



Susan Walther, Director
Warren County Children Services

7/7/2020

Date



Lauren Cavanaugh, Director
Warren County Human Services

7/7/2020

Date



Colleen Chamberlin, Executive Director
Mental Health Recover Board of Warren & Clinton Counties

7/7/2020

Date



Megan Manuel, Superintendent
Warren County Board of Developmental Disabilities

7/8/2020

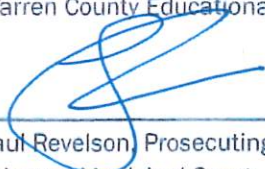
Date



Tom Isaacs, Superintendent
Warren County Educational Service Center

7-8-2020

Date



Paul Revelson, Prosecuting Attorney
Lebanon Municipal Court

7-16-20

Date



Bethany Bennett, Prosecuting Attorney
Mason Municipal Court

7/7/20

Date

SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE AGREEMENT

FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO CHILD ABUSE IN WARREN COUNTY



David P. Fornshell, Prosecutor
Warren County Prosecutor's Office

7-7-2020
Date



Sheriff Larry Sims
Warren County Sheriff's Office

7-6-2020
Date



Chief Todd Carter
Mason Police Department

7-15-2020
Date



Chief Jeff Kruithoff
Springboro Police Department

7-15-20
Date



Chief Jeff Mitchell
Lebanon Police Department

7-7-2020
Date

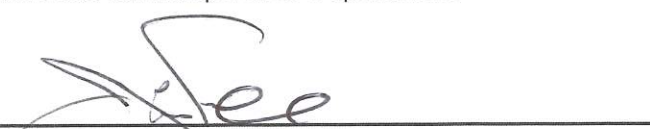
Chief Russ Whitman
Franklin Police Department

Date



Chief Scott Hughes
Hamilton Township Police Department

7-7-2020
Date



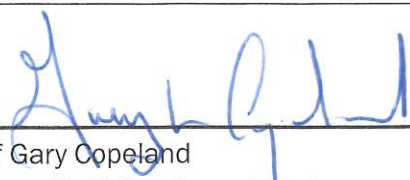
Chief John Terrill
Clearcreek Township Police Department

7-7-20
Date

(ATTACHMENT)


SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE AGREEMENT

FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO
CHILD ABUSE IN WARREN COUNTY



Chief Gary Copeland
Waynesville Police Department

7/7/20
Date



Chief Will Rogers
Carlisle Police Department

07-07-2020
Date

Chief Heath Kilburn
Morrow Police Department

Date



Chief Bob Buchanan
Monroe Police Department

7-7-2020
Date

Chief David Birk
Middletown Police Department

Date

Lt. Charles O'Brien
Ohio State Highway Patrol Post 83

Date

Date

Date

(ATTACHMENT)

SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE AGREEMENT

FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO CHILD ABUSE IN WARREN COUNTY

Steven Runge, Prosecuting Attorney
Franklin Municipal Court

Date

Date

Date

Date

Date

Date

Date

Date