



🏠 Location: 1 Benjamin Franklin Way  
📅 Date: Monday, February 7, 2021  
🕒 Time: 6:00 PM

## **CITY COUNCIL REGULAR MEETING AGENDA**

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the January 3, 2022 Meeting.
5. Presentations.
  - A. Committee Reports
6. Reception of Visitors.
7. Public Hearing.
  - A. **ORDINANCE 2022-01** AMENDING CHAPTER 1105, ADMINISTRATION, CHAPTER 1107 DISTRICTS AND LAND USE STANDARDS, CHAPTER 1113 USE REQUIREMENTS AND STANDARDS AND CHAPTER 1115 PROCESS AND PROCEDURES OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE (Barry Conway)
    - a. Exhibit A: Chapter 1105.06, Planning Commission
    - b. Exhibit B: Chapter 1105.07, Appeals Board
    - c. Exhibit C: Chapter 1107.02, Residential Districts
    - d. Exhibit D: Chapter 1107.07, Parks And Recreation District
    - e. Exhibit E: Chapter 1113.01, Conditional Uses.
    - f. Exhibit F: Chapter 1115.08, Site Plans
    - g. Exhibit G: Chapter 1115.09, Approvals By The Planning Commission
    - h. Exhibit H: Chapter 1115.10, Approvals By The Appeals Board
  - B. **ORDINANCE 2022-02** APPROVING THE MAJOR SUBDIVISION FINAL RECORD PLAN FOR THE DOMINO'S FRANKLIN SUBDIVISION LOCATED AT 675 E. SECOND STREET (Barry Conway)
    - a. Exhibit A: Copy of Final Record Plan

C. **ORDINANCE 2022-03** INITIATING CERTAIN AMENDMENTS TO SECTIONS 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 AND 11.10 OF THE CITY OF FRANKLIN, OHIO CHARTER AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY THE SAME TO THE WARREN COUNTY BOARD OF ELECTIONS FOR PLACEMENT OF THE QUESTION OF THE CHARTER AMENDMENTS UPON THE MAY 3, 2022 PRIMARY ELECTION BALLOT TO BE SUBMITTED TO THE CITY'S ELECTORS FOR FINAL REVIEW AND APPROVAL (Ben Yoder)

a. Exhibit A: Proposed Charter Amendments

D. **ORDINANCE 2022-04** PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,050,000 VARIOUS PURPOSE LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS AND DECLARING AN EMERGENCY (Cindy Ryan)

E. **ORDINANCE 2022-05** EXTENDING THE DEVELOPMENT MORATORIUM ON NEW COMMERCIAL DEVELOPMENT WITHIN THE DOWNTOWN REVITALIZATION AREA FOR AN ADDITIONAL 180 DAYS AND DECLARING AN EMERGENCY (Jonathan Westendorf)

a. Exhibit A: Downtown Revitalization Area Map

8. **New Business.**

A. **Liquor License Application** – Orpheus L Garrison, 544 S. Main St & Patio (Chief Colon)

B. **RESOLUTION 2022-12** APPROVING THE APPOINTMENT OF COUNCIL MEMBERS TO THE STANDING COMMITTEES OF COUNCIL FOR THE YEAR 2022 (Mayor Centers)

C. **RESOLUTION 2022-13** AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE WARREN COUNTY ENGINEER'S OFFICE TO PARTICIPATE IN THE WARREN COUNTY JOINT SALT PURCHASING PROGRAM (Steve Inman)

D. **RESOLUTION 2022-14** AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO AND THE MONTGOMERY COUNTY ENGINEERS OFFICE, OHIO RELATING TO THE FINAL DESIGN OF THE DAYTON-CINCINNATI PIKE RETAINING WALL (Barry Conway)

a. Exhibit A: Cost Sharing Agreement

E. **RESOLUTION 2022-15** ADOPTING POSITION DESCRIPTION FOR THE PARKS AND RECREATION COORDINATOR (Cindi Chibis & Jonathan Westendorf)

- a. Exhibit A: Parks and Recreation Coordinator Position Description

F. **RESOLUTION 2022- 16** AMENDING RESOLUTION 2022-08 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT PERSONNEL FOR THE YEAR 2022 (Cindi Chibis)

- a. Exhibit A: Position Titles and Number of Positions

G. **RESOLUTION 2022-17** AMENDING RESOLUTION 2022-09 AND ESTABLISHING THE ORGANIZATIONAL LISTINGS AND PAY RATES FOR THE CITY OF FRANKLIN OFFICIALS AND EMPLOYEES FOR THE YEAR 2022. (Jonathan Westendorf)

- a. Exhibit A: 2022 Payroll Rates

H. **RESOLUTION 2022-18** ADOPTING THE CITY OF FRANKLIN, OHIO INCOME TAX POLICY REGARDING DOCUMENTATION OF REAL PROPERTY OCCUPIED UNDER LAND CONTRACT AND TAXATION OF LAND CONTRACT PROFITS (Cindy Ryan)

- a. Exhibit A: Income Tax Policy – Land Contracts

I. **RESOLUTION 2022-19** AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF CERTAIN BODY WORN CAMERA EQUIPMENT AND RELATED SERVICES FOR USE BY THE CITY OF FRANKLIN DIVISION OF POLICE (Chief Colon)

- a. Exhibit A: Axon Master Services and Purchasing Agreement

9. **Introduction of New Legislation.**

A. **ORDINANCE 2022-06** CHAPTERS 911 and 919 OF THE CODIFIED ORDINANCES OF THE CITY OF FRANKLIN, OHIO, RESPECTIVELY CAPTIONED “WATER SERVICE” AND “SEWER RENTAL”

- a. Exhibit A: Sections 911.10 and 919.05

B. **ORDINANCE 2022-07** PROHIBITING MEDICAL MARIJUANA CULTIVATORS, PROCESSORS AND RETAIL DISPENSARIES WITHIN THE CITY OF FRANKLIN, OHIO

10. **City Manager’s Report.**

11. **Council Comments.**

12. **Executive Session.** To consider the employment of a public employee or official; and to consider the employment and compensation of a public employee pursuant to ORC 121.22 (G)(1) and to consider confidential information related to the specific business strategy of an applicant for economic development assistance that involves public infrastructure improvements that are directly related to an economic development project pursuant to ORC 121.22(G)(8).

ORC 121.22(G)(8)(b): **A unanimous quorum of the public body** determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

13. **New Business.**

A. **RESOLUTION 2022-20** APPOINTING COUNCIL MEMBERS AND MEMBERS-AT-LARGE TO CERTAIN DULY AUTHORIZED BOARDS AND COMMISSIONS OF THE CITY OF FRANKLIN, OHIO AND TO OTHER REGIONAL BOARDS AND COMMISSIONS

14. **Adjournment.**



🏠 Location: 1 Benjamin Franklin Way  
📅 Date: Monday, January 3, 2022  
🕒 Time: 6:00 PM

## CITY COUNCIL CLERK'S JOURNAL

### CITY COUNCIL

**Brent Centers**  
**Todd Hall**  
**Michael Aldridge**  
**Denny Centers**  
**Debbie Fouts**  
**Paul Ruppert**  
**Matt Wilcher**

### CITY STAFF

**Jonathan Westendorf, City Manager**  
**Karisa Steed, Assistant to the City Manager**  
**Ben Yoder, Law Director**  
**Cindy Ryan, Finance Director**  
**Adam Colon, Police Chief**  
**Andy Riddiough, Fire & EMS Chief**  
**Steve Inman, Public Works Director**  
**Barry Conway, City Engineer**  
**Khristi Dunn, Clerk of Council**

Judge Ronald Ruppert administered the Oath of Office to the re-elected Council members Matt Wilcher, Michael Aldridge and Denny Centers.

Members of the Franklin City Council met in regular session on Monday, January 3, 2022, 6:00 PM in the Council Chambers located at 1 Benjamin Franklin Way, Franklin, Ohio 45005.

1. **Call to Order.** Mr. Brent Centers called the regularly scheduled meeting of the Franklin City Council on Monday, January 3, 2022 to order at 6:03 PM.

2. **Roll Call.** Ms. Dunn called roll which showed:

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

Chief Colon, Mr. Conway, Ms. Dunn, Chief Riddiough, Ms. Ryan, Ms. Steed, Mr. Westendorf, Mr. Yoder, fourteen guests, and one member of the press were in attendance.

3. **Pledge of Allegiance.** The pledge of allegiance was led by Mr. Brent Centers.

4. **RESOLUTION 2022-01 APPOINTING A MEMBER OF COUNCIL AS MAYOR FOR THE YEAR 2022.** Mr. Brent Centers asked for nominations for Mayor for 2022. Mrs. Fouts nominated Brent Centers as Mayor, seconded by Mr. Wilcher. With no further nominations, Mr. Brent Centers closed the nominations. The vote:

MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes

MR. PAUL RUPPERT	yes
MR. TODD HALL	yes
MR. BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes

Motion passed.

Mr. Brent Centers will serve as Mayor for 2022 and presided over the remainder of the meeting.

**5. RESOLUTION 2022-02 APPOINTING A MEMBER OF COUNCIL AS VICE MAYOR FOR THE YEAR 2022.** Mayor Brent Centers asked for nominations for Vice Mayor for 2021. Mr. D. Centers nominated Todd Hall as Vice Mayor, seconded by Mrs. Fouts. With no further nominations, Mayor Brent Centers closed the nominations. The vote:

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

Motion passed.

Mr. Hall will serve as Vice Mayor for 2022.

**6. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the December 6, 2021 Meeting.** The Mayor asked if there were any amendments to the Clerk's Journal. Hearing none, he called for a motion. Vice Mayor Hall made the motion to approve the Clerk's Journal and accept the tapes as the Official Minutes of the December 6, 2021, general meeting; seconded by Mr. Ruppert. 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. MATT WILCHER	yes

Motion passed.

**7. Presentations.**

a. **Swearing In of K-9 Fury.** Judge Ronald Ruppert administered the Oath of Office for new Police K-9 Fury. Fury's handler, Officer Butler, was also in attendance.

b. **Police Awards.** Chief Colon asked Officer Hollon to brief Council on K-9 Colt's end of service. Colt served the City of Franklin from 2013-2020. His final ride was scheduled for Wednesday,

January 5. Council and staff were thankful for the service he provided and offered condolences to Officer Holland his family.

Chief Colon presented ACE awards to Ptl. Holland and Ptl. Lacon. An ACE award is given to an Officer for recovering at least 5 stolen vehicles with an arrest within a 12-month period. Council congratulated the officers.

Council entered into recess at 6:15 PM and returned from recess at 6:18 PM.

c. **Committee Reports.** Mr. Aldridge gave an update from the 12/15/21 Economic Development and Planning Committee meeting. DDC Management presented a proposal for a subdivision on Shaker and Manchester (Werline Property). This property is currently in the township. DDC would like to annex this into the City of Franklin. After annexation, the property would need to go to Planning Commission & Council as the zoning does not currently align. Then the preliminary plan would also go to PC and Council, followed by engineering. They could break ground in Spring of 2023 for Phase 1. Over three hundred lots will be constructed over 5-6 years of construction. The Property is just under 110 acres. Arbor Homes is the contractor, and they offer 12 different products ranging from 1,200 – 3,200 square feet. An existing gas line will likely require an alteration to initial plans, which include walking paths with benches, a pond and pocket park(s).

Mr. Westendorf gave an update on the SR 73 & 75 Safety & Beautification project. Warren County is handling the Safety Improvement project. Cost is approximately \$2.1 million (no cost to the City). Franklin & Springboro would like to have Warren County TIE manage the beautification project. Phase 1 will cost Franklin approximately \$100,000.

Committee appointments are planned for the next meeting. The Mayor asked Council to contact Ms. Dunn if there are any changes requested from current committee appointments.

8. **Reception of Visitors.** The Mayor opened the Reception of Visitors at 6:26 PM. Mr. Don Watkins of 260 E. Bryant asked to be heard. Mr. Watkins is unhappy with the no-parking signs posted in front of his residence. Staff will follow up on the reason for the signs and be in touch with Mr. Watkins. The Mayor closed the Reception of Visitors at 6:35 PM.

9. **Public Hearing.** None.

10. **New Business.**

A. **RESOLUTION 2022-03 AUTHORIZING THE SALE OF SURPLUS CITY PROPERTY BY INTERNET AUCTION.**

The Ohio Revised Code requires a general notice to the public regarding how the City will dispose of its surplus property should it elect to use on-line auctioning services, such as GovDeals. This resolution is being passes to place the public on notice of the general terms and conditions the City will follow in selling surplus property via on-line auctions.

They Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2022-03** as submitted; seconded by Mr. Aldridge. The vote:

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

Motion passed.

**B. RESOLUTION 2022-04** AUTHORIZING THE CITY MANAGER TO SUBMIT OF AN APPLICATION TO WARREN COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR TWO 2022 ROADWAY IMPROVEMENT PROJECTS AND EXECUTE ANY NECESSARY DOCUMENTS

This Resolution authorizes the City Manager to apply for CDBG funds for fiscal year 2022 to Warren County and execute any necessary documents with the County Commissioners. The two proposed projects will involve improvements to Vernon Street and Patricia Street. Projects will include new curb and gutter, storm sewers, water main and pavement.

Per the 2010 Census, these areas of the City of Franklin are classified as Low-to-Moderate Income and meet the LMI qualification in areas where CDBG work is to be performed.

Further, because Warren County has been classified as an urban county, the County Office of Grants Administration will administer the entire project, including bidding for the project.

	Vernon St.	Patricia St.
Estimated Total Project cost:	\$125,000	\$250,000
Estimated CDBG Funds:	\$93,750	\$187,500
Estimated City's portion:	\$31,250	\$62,500

They Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Mr.

D. Centers made the motion to adopt **RESOLUTION 2022-04** as submitted; seconded by Mr. Ruppert.

The vote:

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

Motion passed.

**C. RESOLUTION 2022-05** AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2021 ASSISTANCE TO FIREFIGHTERS GRANT

Staff requested authorization to submit a 2021 Assistance to Firefighters Grant application. This year's project will focus on replacing expiring, or out of date firefighter personal protective equipment (helmet, protective hood(s), turnout coat, turnout pants, gloves and boots) and updating and replacing firefighting hoses (1 ¾" handline, 2 ½" supply & handline and 5" supply).



If the grant application is successful, the City of Franklin has a 5% local match of the overall project cost (\$9,349.70) with the grant award funding the remaining 95% of the project (\$177,944.30). The total project is estimated at \$ 186,994.00.

Mr. D. Centers commented that by applying for a large grant every year, the City is spending more money overtime as opposed to replacing things after ten years and also applying for a grant. Chief Riddiough replied that the grants are becoming more competitive and it's important to apply regularly as it's not likely that the City will be awarded each grant that is applied for.

Currently, there are 30 sets of turnout gear that need replaced.

They Mayor asked if there were any further questions or comments. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2022-05** as submitted; seconded by Mr. D. Centers. The vote:

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

Motion passed.

**A. RESOLUTION 2022-06 AMENDING THE POSITION DESCRIPTION FOR INCOME TAX ADMINISTRATOR**

With the upcoming retirement of Cheryl Hedric, staff reviewed the Income Tax Administrator Job Description to ensure it accurately represents the requirements and duties of the position.

Mayor Centers asked if the Unclassified status would affect any other positions. Ms. Chibis answered that the position will remain full-time, exempt, and unclassified. This is not a proposed change.

The Mayor asked if there were any further questions or comments. Hearing none, he called for a motion. Mr. Wilcher made the motion to adopt **RESOLUTION 2022-06** as submitted; seconded by Mr. Ruppert. The vote:

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

Motion passed.

**B. RESOLUTION 2022-07 ADOPTING THE POSITION DESCRIPTION FOR COURT ADMINISTRATOR**

This Resolution adopts a new position description for the Court Administrator. The description was provided by Judge Ruppert and reviewed by Human Resources.

Judge Ruppert is excited about the changes occurring within the City. He reported that this growth, along with technology advances, brings growth and changes to the Court as well. He believes this position will provide an overdue service to the Franklin Municipal Court.

The Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Mr. Ruppert made the motion to adopt **RESOLUTION 2022-07** as submitted; seconded by Mr. D. Centers. The vote:

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

Motion passed.

#### **C. RESOLUTION 2022-08** AMENDING RESOLUTION 2021-71 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT PERSONNEL FOR THE YEAR 2022

This Resolution provides for the re-organization of titles and/or positions and/or creation of new positions. To more accurately describe the nature of a position, a Seasonal category has been added. Court Administrator has been added as a position. This position will be filled by a Deputy Clerk.

The Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2022-08** as submitted; seconded by Mr. Aldridge.

The vote:

MR. MATT WILCHER	yes
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

Motion passed.

#### **D. RESOLUTION 2022-09** AMENDING RESOLUTION 2021-72 AND ESTABLISHING THE ORGANIZATIONAL LISTINGS AND PAY RATES FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT OFFICIALS AND EMPLOYEES FOR THE YEAR 2022

Resolution 2021-72 is being amended to set the rates of pay for 2022. The Seasonal Intern rates are being corrected. Zoning Official is being moved back to the Building & Zoning Division. Property Maintenance is being added to the Building & Zoning Division. Police Captain is being eliminated. Court Administrator is being added.

The Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Mr. Ruppert made the motion to adopt **RESOLUTION 2022-09** as submitted; seconded by Vice Mayor Hall.

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. MATT WILCHER	yes

Motion passed.

E. **RESOLUTION 2022-10** AUTHORIZING THE CITY MANAGER TO EXECUTE INTERGOVERNMENTAL AGREEMENT 2022-01 WITH THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT TO FACILITATE THE WILLIAM GOOD BLVD EXTENSION/SCHOLL ROAD IMPROVEMENTS PROJECT

The City of Franklin cooperates with the Warren County Transportation Improvement District (WCTID) to jointly undertake various public improvement projects from time to time. Intergovernmental Agreement 2022-01 (the “IGA”) outlines the agreement of the City and WCTID to complete the William Good Blvd. Extension/Scholl Road Improvements Project. The parties will share in the cost of the Project, and the City will manage construction work in coordination with the WCTID. Pursuant to the IGA, the City would contribute towards the Project funds in the total amount of \$596,549.25. The City share of the project will come from County Vehicle Tax deposited with the County.

The Mayor asked if there were any questions or comments. Hearing none, he called for a motion. Mr. D. Centers made the motion to adopt **RESOLUTION 2022-10** as submitted; seconded by Vice Mayor Hall.

The vote:

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

Motion passed.

F. **RESOLUTION 2022-11** AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT 2020-03 WITH THE CITY OF SPRINGBORO, OHIO AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT TO FACILITATE THE I-75 AND SR 73 INTERCHANGE PROJECT WAR SR 73 3.66

The City of Franklin is currently a party to Intergovernmental Agreement 2020-03, dated September 25, 2020, (the “IGA”) with the City of Springboro and Warren County Transportation Improvement District (WCTID) to facilitate the development of the I-75 and State Route 73 Interchange Project. The WCTID requires additional funds from Springboro and Franklin to complete the Project. The First Amendment to the IGA states the parties’ agreement to deposit the additional funds with the WCTID. If City Council passes Resolution 2022-11 approving the First Amendment, the City will be committing to contribute additional funds towards the Project in the total amount of \$194,450.

Mr. D. Centers asked if Council would have an opportunity to see the improvements before they are finalized. Mr. Westendorf said that this is all preliminary paperwork. When more intensive renovations are discussed in three or four years, those will be brought to Council.

The Mayor asked if there were any further questions or comments. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2022-11** as submitted; seconded by Mr. Ruppert. The vote:

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

Motion passed.

## 11. Introduction of New Legislation.

- A. **ORDINANCE 2022-01** AMENDING CHAPTER 1105, ADMINISTRATION, CHAPTER 1107 DISTRICTS AND LAND USE STANDARDS, CHAPTER 1113 USE REQUIREMENTS AND STANDARDS AND CHAPTER 1115 PROCESS AND PROCEDURES OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE
- B. **ORDINANCE 2022-02** APPROVING THE MAJOR SUBDIVISION FINAL RECORD PLAN FOR THE DOMINO'S FRANKLIN SUBDIVISION LOCATED AT 675 E. SECOND STREET
- C. **ORDINANCE 2022-03** INITIATING CERTAIN AMENDMENTS TO SECTIONS 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 AND 11.10 OF THE CITY OF FRANKLIN, OHIO CHARTER AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY THE SAME TO THE WARREN COUNTY BOARD OF ELECTIONS FOR PLACEMENT OF THE QUESTION OF THE CHARTER AMENDMENTS UPON THE MAY 3, 2022 PRIMARY ELECTION BALLOT TO BE SUBMITTED TO THE CITY'S ELECTORS FOR FINAL REVIEW AND APPROVAL

**12. City Manager's Report.** Mr. Westendorf wished everyone Happy New Year and congratulated the re-elected members on the start of their new term. He anticipates another busy year.

The sale of the Legion property was completed last week. Talbert House has a \$500,000 renovation planned with a target opening date of Summer 2022. Staff is exploring connecting this property to the probation office.

Demolition was scheduled to begin on a city-owned property on Riley Blvd. Once that is complete, demolition will begin on the city-owned property on Fourth Street.

Double Play Records and Retro plans to open in January next to Pisanello's. Edward Jones has their sign up in their downtown space and construction is occurring. The Franklin Chamber of Commerce renovation and move should occur soon as well.

The Clear Creek Bike Path property acquisition work is underway. Estimated cost is \$110,000 for property acquisition. This may go down as some property owners have indicated they may donate their land for the project.

COVID has affected staffing. Services may be limited but the City remains diligent in their efforts to protect staff while serving the community.

There are several board and commission vacancies. These can be found on the City's website and Facebook page. Qualified and interested candidates who apply will be interviewed by staff and Chairs from the Committee.

The Citizen Advisory Committee has a meeting planned for January 16. This is in conjunction with the work being done by McBride Dale Clarion and Warren County on the Comprehensive plan.

The City has hired an intern from Miami University. The student is a senior Master Planner with experience with GIS software. She will work January 10 – May 11.

Mr. Westendorf thanked staff and Council for their diligence in fiscal planning and responsibility. The City recently received a Bond Rating increase from A1 to Aa3, which advances the City from Upper Medium Grade to High Quality Grade.

Mr. Westendorf spoke highly of K9 Colt and his condolences are with Officer Holland and his family. Council will recognize Martin Luther King, Jr. Day by not meeting. The next regularly scheduled meeting will be on February 7, 2022. There will not be a Council meeting on President's Day. A special meeting, the annual retreat, will be held on Saturday, February 26 at the Life Celebration Center.

### **13. Council Comments.**

Mr. Wilcher said it was an exciting evening. He congratulated Mayor Centers and Vice Mayor Hall. This is great team and he is excited for 2022.

Mrs. Fouts is also excited about this team, and she appreciates everyone. She loved the Christmas tree and heard numerous compliments from the community.

Mr. Aldridge thanked all for attending. He congratulated the police officers that were recognized that evening. The FLOCK cameras are a great tool that the Officers have and he appreciates the hard work they do in utilizing those tools. He is excited for another four years on Council.

Mr. D. Centers congratulated the Officers as well. He thanked the citizens for re-electing the members who were sworn in as this is a good team. He has received a lot of positive comments from citizens about what is happening in the City. He is looking forward to the next four years.

Former Chief Depew asked Mr. Centers why the house being demolished wasn't used for Fire Training. Mr. Westendorf said that the structures behind the tree line made a full burn unsafe, but the buildings were used for training by both police and fire.

Mr. Ruppert congratulated the returning Council members and is looking forward to the next four years. He is proud that Franklin is a model to other communities for the FLOCK cameras and proud of the work the police is doing.

Vice Mayor Hall he thanked Council for appointing him Vice Mayor for 2022. He is excited for the year as he believes a lot of hard work will come to fruition.

Mayor Centers congratulated the incumbent candidates on being sworn in for another term. He thanked Council for electing him as Mayor for 2022. He echoed earlier comments about what a great team this Council is. He thanked the Judge for attending and for his partnership. He also appreciations the partnership with the schools. He thanked neighboring communities in attendance. He was excited about the police awards and onboarding of K9 Fury. His prayers are with the Holland family as they retire K9 Colt. He thanked Mr. Richter for covering the meeting.

**14. Adjournment.** The Mayor called for a motion to adjourn the meeting. Vice Mayor Hall made the motion; seconded by Mr. Aldridge. The vote:

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

Motion passed.

The Mayor adjourned the meeting at 7:24 PM.

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Brent Centers, Mayor

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Khristi Dunn, Clerk of Council

# Legislative Cover Memo

**Introduction:** January 3, 2022  
**Public Hearing:** February 7, 2022  
**Effective Date:** March 9, 2022

**Agenda Item:** **Ordinance 2022-01**  
AMENDING CHAPTER 1105, ADMINISTRATION, CHAPTER 1107 DISTRICTS AND LAND USE STANDARDS, CHAPTER 1113 USE REQUIREMENTS AND STANDARDS AND CHAPTER 1115 PROCESS AND PROCEDURES OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

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

**Scope/Description:** This Ordinance would amend Section 1105.06, Planning Commission, Section 1105.07, Appeals Board, Section 1107.02, Residential Districts, Section 1107.07, Parks and Recreation District, Section 1113.01, Conditional Uses, Section 1115.08, Site Plans, Section 1115.09, Approvals By The Planning Commission and Standards and Section 1115.10, Approvals By The Appeals Boards of the Unified Development Ordinance.

**Vote Required for Passage:** Per Section 4.12 of the City Charter, the passage, amendment, or rejection of this Ordinance requires the affirmative vote of not less than four members of the Council.

**Exhibits:** Exhibits A, B, C, D, E, F, G, and H.

**Recommendation:** These amendments originated at Planning Commission, who held a public hearing on the proposed changes at its December 13, 2021 meeting. At that meeting, Planning Commission voted unanimously (7-0) to recommend Council approve these amendments.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-01

**AMENDING CHAPTER 1105, ADMINISTRATION, CHAPTER 1107 DISTRICTS AND LAND USE STANDARDS, CHAPTER 1113 USE REQUIREMENTS AND STANDARDS AND CHAPTER 1115 PROCESS AND PROCEDURES OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE**

WHEREAS, Section 1115.04 of the City's Unified Development Ordinance (UDO) allows amendments to the text of the UDO to be initiated by Planning Commission, upon its own motion;

WHEREAS, the Franklin City Planning Commission initiated, upon its own motion, Planning Commission Case PC-21-16, which would amend UDO Section 1105.06, Planning Commission, Section 1105.07, Appeals Board, Section 1107.02, Residential Districts, Section 1107.07, Parks and Recreation District, Section 1113.01, Conditional Uses, Section 1115.08, Site Plans, Section 1115.09, Approvals By The Planning Commission and Standards and Section 1115.10, Approvals By The Appeals Boards;

WHEREAS, the procedures with regard to amendments to the UDO, as set forth in Section 1115.04 of the UDO have been followed;

WHEREAS, The Franklin City Planning Commission, at its December 13, 2021 regular meeting, voted 7-0 to approve Planning Commission Case No. PC 21-16, recommending Council approval of the proposed text amendments, and

WHEREAS, this Council finds it to be in the best interests of the health, safety and welfare of the City and its inhabitants to adopt Planning Commission's recommendations and make certain amendments to the UDO,

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

Section 1. UDO Section 1105.06, Planning Commission, Section 1105.07, Appeals Board, Section 1107.02, Residential Districts, Section 1107.07, Parks and Recreation District, Section 1113.01, Conditional Uses, Section 1115.08, Site Plans, Section 1115.09, Approvals By The Planning Commission and Standards and Section 1115.10, Approvals By The Appeals Boards are hereby amended, as shown on the attached Exhibits A, B, C, D, E, F, G and H.

Section 2. 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 3. This Ordinance shall go into effect on March 9, 2022.

INTRODUCED: January 3, 2022

ADOPTED: February 7, 2022

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

APPROVED: \_\_\_\_\_  
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 2022-01 passed by that body on February 7, 2022.

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

Approved as to form: \_\_\_\_\_  
Ben Yoder, Law Director



**Exhibit A****Chapter 1105.06, Planning Commission**(b) Duties and Responsibilities:

- (1) **Zoning Amendments:** Review and make recommendations to Council on all applications proposing amendments to this UDO, including proposed text amendments or amendments to the Official Zoning DistrictMap(s), which recommendations shall be compatible with the Comprehensive Development Plan and this UDO;
- (2) **PUDs:** Review Development Plans for the PUD and PRCD Overlay Districts and make recommendations regarding such plans to Council, in accordance with the Comprehensive Development Plan and this UDO;
- (3) **Subdivisions:** Review applications, Plats and Site Plans for major subdivisions and make recommendations on approval of major subdivisions to Council, in accordance with the Comprehensive Development Plan and this UDO;
- (4) **Conditional Use Permits:** The Planning Commission may authorize the issuance of Conditional Use Permits to petitioners who specifically meet the requirements and standards for such a permit listed in this UDO, including Conditional Use Permits for Home Occupations and Conditional Use Permits for Sexually Oriented Businesses;
- (5) **Well Field Protection Overlay District:** The Planning Commission may authorize uses within the WFP Overlay District in accordance with the Comprehensive Development Plan and this UDO;
- (6) **Telecommunications Overlay District:** The Planning Commission may approve a Special Permit for certain uses within the TOD to petitioners who specifically meet the requirements and standards for such permit, in accordance with the Comprehensive Development Plan and this UDO; ~~and~~
- (7) **Major Site Plan:** The Planning Commission shall review and may approve all uses requiring the submittal of a Major Site Plan under this UDO; ~~and~~;
- (8) **Interpretation of zoning text and map(s): The Planning Commission has the power to decide any question involving the interpretation of the text and Map(s) of this UDO, including determinations of similar uses for uses not specifically mentioned in this UDO.**

**Exhibit B****Chapter 1105.07, Appeals Board**(b) Duties and Responsibilities:

- (1) **Administrative Appeals:** The Appeals Board shall hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the Zoning Official or City Engineer in the administration and enforcement of the provisions of this UDO;
- (2) **Variances:** The Appeals Board may authorize, upon appeal, by reasons of exceptional narrowness, narrowness, shape, topographic conditions or other extraordinary situation or condition of a lot, a variance from strict application of the provisions of this UDO, to relieve exceptional difficulties or undue hardship, provided that such relief can be granted without substantial detriment to the public good and does not substantially impair the intent of this UDO; and
- (3) **Changes in Nonconforming Uses:** The Appeals Board may authorize the reasonable extension of a nonconforming use or the substitution of a nonconforming use of a building or land with a similar use, when such extension or substitution will not be detrimental to the neighborhood.; and
- ~~(4) **Interpretation of zoning text and map(s): The Appeals Board has the power to decide any question involving the interpretation of the text and Map(s) of this UDO, including determinations of similar uses for uses not specifically mentioned in this UDO.**~~

**Exhibit C****Chapter 1107.02, Residential Districts**

- (d) R-4: Multi-Family Residential District: The R-4 Multi-Family Residential District is intended to provide for mixed housing types at medium to high density in urban areas with complete municipal services. The District should generally be located to provide a smooth transition between residential areas and more intense uses. **More than one main/primary/principal building is permitted per lot in the R-4, Multi-Family Residential District, if approved by Planning Commission on a Major Site Plan.**

**Exhibit D****Chapter 1107.07, Parks And Recreation District****(d) Development Standards:**

- (1) Playground equipment must be set back from all adjacent residential lots a minimum of twenty-five feet (25').
- (2) Building setbacks shall be:
  - i. Front - Twenty-five feet (25');
  - ii. Rear - Forty feet (40');
  - iii. Side/Total - Ten feet/Twenty-five feet (10':25').
- (3) Swimming pools must be at least ten feet (10') from any adjacent residential property and must meet the requirements of section 1113.05(k).
- (4) For Private Recreational Facilities and Private Park and Event Center, one RV hookup per every five (5) acres may be provided for Administrative purposes.
- (5) **More than one main/primary/principal building is permitted per lot in the PAR, Parks and Recreation District, if approved by Planning Commission on a Major Site Plan.**

## Exhibit E

### Chapter 1113.01, Conditional Uses.

(c) General Provisions: The following general provisions shall apply:

- (1) **Administration:** Any owner of property in the City may submit an application to the Planning Commission requesting a Conditional Use Permit. Conditional Uses may be permitted in certain zoning districts, as listed in Chapter 1107, Table 1, Table 5 and Table 7. The procedure required prior to authorization of a Conditional Use Permit shall be as prescribed in this Section and section 1115.09.
- (2) **Use Standards:** A Conditional Use, and its accessory uses, may be permitted in a zoning district only when the use, and its location, extent, and method of development, will not substantially alter the character of the area or interfere with the use of adjacent lots in the manner prescribed for the zoning district. In addition, the particular facts and circumstances of each proposed use shall be reviewed for conformity with the General Standards for Approval outlined in section 1113.01(d) and the Specific Standards contained in section 1113.01(e).
- (3) **Development Standards:** A Conditional Use, and its accessory uses, must meet the Lot and Dimensional Requirements outlined for the Use or, if not specifically listed, the underlying zoning district, in Chapter 1107, Tables 2-4, Table 6, Table 8 and Table 9, in addition to any applicable Development Standards contained in Chapter 1111.
- (4) **Compatibility:** Unless otherwise specified in the specific standards outlined in section 1113.01(e), the standards established in the underlying zoning district in which the Conditional Use is proposed to be located shall apply to the Conditional Use.
- (5) **Similar Uses:** For any proposed use not specifically listed as a conditional use, but that appears to be similar to other listed Conditional Uses, the applicant may file with the Appeals Board Planning Commission for a determination of similar use. Upon such determination by the Appeals Board, the Planning Commission shall apply the specific standards for the determined similar use to the proposed use.

## Exhibit F

### Chapter 1115.08, Site Plans

#### (h) Exterior Facade Design Standards for Major Site Plans.

- (1) **Purpose:** The appearance of buildings, structures, open spaces and landscaping throughout the City is of public concern. It is in the public interest to ensure that major new developments and modifications to existing developments strengthen, protect, enhance and improve the existing visual and aesthetic character of the City and to integrate developments into the surrounding environment, as well as ensure that each new development and redevelopment will be attractive in order to protect and improve property values. Therefore, the purpose of the standards in this Section is to provide criteria to be used by the applicant and Planning Commission in evaluating the appropriateness of proposed development and redevelopment in the City.
- (2) **Applicability:** All development subject to the Major Site Plan requirements of this Chapter shall also be subject to these Exterior Facade Design Standards, with the exception of the following specific uses and areas of the City:
  - (A) Certain manufacturing uses - the provisions of this Section are applicable to the construction and alteration of manufacturing uses within the I-1, Light Industrial District and I-2, General Industrial District; provided, however, that Planning Commission has the authority to waive any or all of the requirements contained in this Section for such uses.
  - (B) HOD, Historic Overlay District - the construction and alteration of properties subject to the provisions of the Historic Overlay District contained in section 1109.04.
  - (C) **PAR, Parks and Recreation District. The provisions of this Section are applicable to the construction and alteration of buildings within the PAR, Parks and Recreation District; provided, however, that Planning Commission has the authority to waive any or all the requirements contained in this Section for such uses.**
- (3) **Design Standards:** The following design standards shall be used for Major Site Plan development to which this section is applicable:
  - (A) All building elevations shall consist of tripartite configuration consisting of a base or foundation; a middle or modulated wall; and a top portion formed by a pitched roof or articulated cornice.
  - (B) All building elevations shall be articulated in a manner to avoid an uninterrupted appearance through the use of windows, doors, offsets or a change in materials.
  - (C) The following building materials are permitted for use under this section:
    - (i) Residential-scale brick using non-glazed finishes;
    - (ii) Natural stone material;
    - (iii) Natural and natural-based wood materials, excluding T-111

or similar materials;

- (iv) Exterior insulation and finish systems (EIFS) above the pedestrian level;
- (v) Split-face concrete masonry unit (CMU) on exposed foundations and using colors embedded into the material;
- (vi) Glass only for doors and windows. Curtain walls are not permitted;
- (vii) Metal cladding for use as roofing material; and
- (viii) Concrete siding designed to share an appearance of woodsiding such as Hardiboard or Hardiplank.

(D) No less than three (3) nor more than four (4) of the materials listed above may be used on a building.

(E) The majority of the building elevations shall be finished in the natural material color or neutral, earth tones with a single accent color approved by the Planning Commission.

## Exhibit G

### Chapter 1115.09, Approvals By The Planning Commission

- (a) Planning Commission shall review applications for the following uses and approve, approve with modifications, or deny such applications, in accordance with the Requirements and Standards for the particular use, as outlined in this UDO:
- (1) Zoning Amendments (see Section 1115.04);
  - (2) PUDs and PRCDs (see Section 1115.05);
  - (3) Major Subdivisions (see Section 1115.06);
  - (4) Major Site Plans (see Section 1115.08);
  - (5) Conditional Uses, including Home Occupations and Sexually Oriented Businesses;
  - (6) Any use in the Well Field Protection Overlay District;
  - (7) Uses requiring a Special Permit in the Telecommunications Overlay District; and
  - (8) Signs: Certain signs within the Highway Sign Overlay District, as provided in Section 1109.07; and
  - (9) Whenever a use is not specifically mentioned in this UDO, the Planning Commission shall make decisions of similar uses.

### Chapter 1115.09, Approvals By The Planning Commission

- (f) Determination of Similar Uses: When a specific use is not listed in this UDO as a permitted or Conditional Use, the Planning Commission has the authority to determine whether the specific use is similar in use to any permitted or conditional use of this UDO, or whether such use is prohibited under this UDO.

(1) General Submittal Requirements: The following general requirements shall apply:

- (A) Each request for a determination of similar use shall include an application form, provided by the City, with the submittal;
- (B) Only complete applications shall be processed by the City. The Zoning Official, or the TRC, as appropriate, shall make determination as to completeness;
- (C) The Zoning Official may request additional supporting information that in his professional judgment is necessary to fully explain the applicant's proposal. The applicant shall supply the requested additional information;
- (D) Legal description of property or portion thereof;
- (E) Payment of the application fee as established by section 1105.09;
- (F) The name(s), address(s), and telephone numbers of the applicant(s), and the property owner(s) if other than the applicant(s) with a notarized letter of authorization from the



**property owner; and**

**(G) A list of all owners of property that are contiguous to the subject parcel or lot or that are across the street from it. (The list shall be based upon the Warren County Auditor's current tax lists).**

**(2) Specific Submittal Requirements; The application shall include:**

**(A) Address and zoning classification of the subject property;**

**(B) Description of any existing uses on the property;**

**(C) A list of the surrounding uses and zoning classification(s); and**

**(D) A detailed description of the proposed use.**

**(f)(g) Procedures for Planning Commission Approval:** The following outlines the procedure under which the Planning Commission decides development approvals under this Section:

- (1) Pre-application Meeting:** Upon the recommendation of the City Engineer or Zoning Official, or upon the request of the applicant, the applicant shall meet with the TRC prior to submitting an application. The purpose of the meeting is to discuss the proposal and to provide feedback regarding applicable standards and requirements.
- (2) Formal Application Submittal:** The applicant shall submit an application meeting all of the applicable requirements of this Section. All applications shall be submitted by the application deadline established by the City.
- (3) Review by the TRC:** Upon receipt of an application, the City Engineer or Zoning Official shall forward the application to the TRC. The TRC shall review the application for completeness, and if the application is incomplete, shall advise the applicant of the deficiencies and inform the applicant that no further action will be taken on the application until all necessary and required information has been provided. If the application is deemed complete and the application fee has been paid, the TRC shall recommend that the City officially accept the application. Only complete applications will be forwarded to the Planning Commission.
- (4) Notice of Public Hearing before Planning Commission:** Upon determination that an application contains all the necessary and required information, the Zoning Official shall place the application on Planning Commission's agenda, and shall schedule a public hearing. Notice of the hearing shall be provided at least once in one or more newspapers of general circulation in the City. The notice shall be published at least five (5) days before the date of the hearing. The notice shall state the time and place of the hearing. If an application is tabled at the request of the applicant, or due to incompleteness of the application submitted by the applicant, and the public hearing postponed, the cost of mailing the required further notices shall be borne by the applicant.
- (5) Notice to Property Owners of Public Hearing before Planning Commission:** Written notice of the public hearing shall be provided to all owners of property that are contiguous to the subject parcel or lot or that are across the street from it. The applicant shall provide to the Zoning Official a list (based upon the Warren County Auditor's current tax lists) of the owners of property that are contiguous to the subject parcel or lot or that are across the street from it. Such notice shall be sent by the City via regular mail, at least seven (7) days before the date of the hearing, addressed to the owners appearing on the list provided by the applicant and as verified by City staff. If an application is tabled at the request of the applicant, or due

to incompleteness of the application submitted by the applicant, and the public hearing postponed, the cost of mailing therequired further notices shall be borne by the applicant.

- (6) **Preparation of Staff Report:** The City Engineer and/or Zoning Official, as appropriate, shall prepare a staff report providing an analysis of the proposal and a recommendation. The City Engineer and/or Zoning Official shall consider comments from the TRC in formulating his recommendation. The application and all supplemental information filed with the application shall be forwarded to the Planning Commission at least three (3) working days prior to the meeting at which the Planning Commission will consider the application. At said meeting, the City Engineer and/or Zoning Official shall present his report to the Planning Commission.
- (7) **Action by the Planning Commission:** The Planning Commission shall consider the application at its formal public meeting. It may consider comments by staff as appropriate, any presentation by the applicant(s), and comments by interested parties. The Planning Commission shall consider this information and render a decision at a public meeting. The Planning Commission shall approve the application; deny the application; or approve the application subject to additional conditions and restrictions to which the owner has agreed. Its decision shall take effect immediately. Written notice of Planning Commission's decision, including all conditions that may be associated with the decision, shall be transmitted to the applicant no later than ten (10) days after the date the decision was rendered. The written notice shall also include the findings of facts Planning Commission made in rendering its decision.

## Exhibit H

## Chapter 1115.10, Approvals By The Appeals Board

(a) Appeals Board shall review applications for the following uses and approve, approve with modifications, or deny such applications, in accordance with the Requirements and Standards for the particular use, as outlined in this UDO:

(1) Variances;

(2) Changes or Substitutions in Nonconforming Uses; and

~~(3) Whenever a use is not specifically mentioned in this UDO, the Appeal Board shall make decisions of similar uses; and~~

~~(4)~~(3) Administrative Appeals.

## Chapter 1115.10, Approvals By The Appeals Board

~~(d) Determination of Similar Uses: When a specific use is not listed in this UDO as a permitted or Conditional Use, Appeals Board has the authority to determine whether the specific use is similar in use to any permitted or conditional use of this UDO, or whether such use is prohibited under this UDO.~~

~~(1) General Submittal Requirements: The following general requirements shall apply:~~

~~(A) Each request for a determination of similar use shall include an application form, provided by the City, with the submittal;~~

~~(B) Only complete applications shall be processed by the City. The Zoning Official, or the TRC, as appropriate, shall make determination as to completeness;~~

~~(C) The Zoning Official may request additional supporting information that in his professional judgment is necessary to fully explain the applicant's proposal. The applicant shall supply the requested additional information;~~

~~(D) Legal description of property or portion thereof;~~

~~(E) Payment of the application fee as established by section 1105.09;~~

~~(F) The name(s), address(s), and telephone numbers of the applicant(s), and the property owner(s) if other than the applicant(s) with a notarized letter of authorization from the property owner; and~~

~~(G) A list of all owners of property that are contiguous to the subject parcel or lot or that are across the street from it. (The list shall be based upon the Warren County Auditor's current tax lists);~~

~~(2) Specific Submittal Requirements: The application shall include:~~

~~(A) Address and zoning classification of the subject property;~~

~~(B) Description of any existing uses on the property;~~

~~(C) A list of the surrounding uses and zoning classification(s); and~~

~~(D) A detailed description of the proposed use.~~

~~(e)~~(d) **Approvals by the Appeals Board:** The following outlines the procedure under which the Appeals Board decides variances, and changes in nonconforming uses under this Section.

- (1) **Pre-application Meeting:** Upon the recommendation of the Zoning Official, or upon the request of the applicant, the applicant shall meet with the TRC prior to submitting an application. The purpose of the meeting is to discuss the proposal and to provide feedback regarding applicable standards and requirements.
- (2) **Formal Application Submittal:** The applicant shall submit an application meeting all of the applicable requirements of the UDO. All applications shall be submitted by the application deadline established by the City.
- (3) **Review by the TRC:** Upon receipt of an application, the Zoning Official shall forward the application to the TRC. The TRC shall review the application for completeness, and if the application is incomplete, shall advise the applicant of the deficiencies and inform the applicant that no further action will be taken on the application until all necessary and required information has been provided. If the application is deemed complete and the application fee has been paid, the TRC shall recommend to the Zoning Official that the City officially accept the application. Only complete applications will be forwarded by the TRC to the Appeals Board.
- (4) **Preparation of Staff Report:** The Zoning Official shall prepare a staff report providing an analysis of the proposal and a recommendation. The Zoning Official shall consider comments from the TRC in formulating his recommendation. The application and all supplemental information filed with the application shall be forwarded to the Appeals Board at least three (3) working days prior to the meeting at which the Board will consider the application. At said meeting, the Zoning Official shall present his report to the Appeals Board.
- (5) **Notice of Public Hearing before Appeals Board:** Upon determination that an application contains all the necessary and required information, the Zoning Official shall place the application on Appeals Board's agenda, and shall schedule a public hearing. Notice of the hearing shall be provided at least once in one or more newspapers of general circulation in the City. The notice shall be published at least five (5) days before the date of the hearing. The notice shall state the time and place of the hearing. If an application is tabled at the request of the applicant, or due to incompleteness of the application submitted by the applicant, and the public hearing postponed, the cost of mailing the required further notices shall be borne by the applicant.
- (6) **Notice to Property Owners of Public Hearing before Appeals Board:** Written notice of the public hearing shall be provided to all owners of property that are contiguous to the subject parcel or lot or that are across the street from it. The applicant shall provide to the Zoning Official a list (based upon the Warren County Auditor's current tax lists) of the owners of property that are contiguous to the subject parcel or that are across the street from it. Such notice shall be sent by the City via regular mail, at least seven (7) days before the date of the hearing, addressed to the owners appearing on the list provided by the applicant and as verified by City staff. If an application is tabled at the request of the applicant, or due to incompleteness of the application submitted by the applicant, and the public hearing postponed, the cost of mailing the required further notices shall be borne by the applicant.
- (7) **Action by the Appeals Board:** The Appeals Board shall consider the application at its formal public meeting. It may consider comments by staff as

appropriate, any presentation by the applicant(s), and comments by interested parties. The Appeals Board shall consider this information and render a decision at public meeting. The Appeals Board shall approve the application as submitted, approve the application subject to additional conditions and restrictions to which the owner has agreed, or deny an application. Its decision shall take effect immediately. Written notice of the Appeals Board's decision, including all conditions that may be associated with the decision, shall be transmitted to the applicant no later than ten

(10) days after the date the decision was rendered. The written notice shall also include the findings of facts the Appeals Board made in rendering its decision.

**(f)(e) Administrative Appeals:** This Section identifies the responsibility for hearing appeals and establishes the appeals process for decisions made by the Zoning Official or the City Engineer.

- (1) **Appeal of Administrative Action:** Any person adversely affected by any order, requirement, decision, or determination made by the Zoning Official, or City Engineer, as applicable, in the administration or enforcement of this UDO may appeal such order, requirement, decision or determination to the Appeals Board.

(2) **Submittal Requirements:**

- (A) *General Submittal Requirements:* The following general requirements shall apply:

- (i) An appeal application shall be on an application form provided by the City;
- (ii) The name(s), address(s), and telephone numbers of the applicant(s), and the property owner(s) if other than the applicant(s) with a notarized letter of authorization from the property owner;
- (iii) Legal Description of property or portion thereof;
- (iv) Payment of the application fee as established by section 1105.09; and
- (v) The Zoning Official may request additional supporting information that in his professional judgment is necessary to fully explain the applicant's proposal. The applicant shall supply the requested additional information.
- (vi) Only complete applications shall be processed by the City. The Zoning Official or the TRC, as appropriate, shall make determination as to completeness.

- (B) *Specific Submittal Requirements:* The Zoning Official shall attach to the application for Appeal all papers constituting the record upon which the action appealed from was taken.

- (3) **Appeals:** Notwithstanding any other provision of this UDO, the following outlines the appeals process and requirements for appeals to Appeals Board from an administrative decision by the Zoning Official or the City Engineer:

- (A) Such appeal shall be made within twenty (20) days from the date of the action appealed from, by filing a notice of appeal with the Zoning Official.

- (B) Upon the filing of the appeal, the Zoning Official shall give notice to the

applicant(s) of the date of the meeting at which Appeals Board will consider the appeal.

- (C) The Appeals Board shall hear the application and either grant or deny the requested appeal. Any party may appear in person or be represented by an agent or attorney. Written notice of Appeals Board's decision, including all conditions that may be associated with the decision, shall be transmitted to the applicant no later than ten (10) days after the date the decision was rendered. The written notice shall also include the findings of facts Appeals Board made in rendering its decision.
- (4) **Decision of Board:** The Appeals Board may, by a vote of at least four (4) members of the Board, and in conformity with this section, reverse or affirm, wholly or partly, or modify, the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made, and to that end may have all powers of the officer from whom the appeal is taken.

# Legislative Cover Memo

**Introduction:** January 3, 2022  
**Public Hearing:** February 7, 2022  
**Effective Date:** March 9, 2022

**Agenda Item:** **Ordinance 2022-02**  
APPROVING THE MAJOR SUBDIVISION FINAL RECORD PLAN  
FOR THE DOMINO'S FRANKLIN SUBDIVISION LOCATED AT  
675 E. SECOND STREET

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

**Scope/Description:** The Domino's Franklin Subdivision Final Record Plan is a combination of two lots into one lot containing 0.684 acres more or less. This Final Record Plan also dedicates 0.141 acres of right-of-way along E. Second Street and a storm sewer easement.

Southern Ohio Pizza, 64 West Eleanor Drive, Springboro, Ohio 45066 filed for this subdivision.

After holding a public hearing on the request, Planning Commission voted at its December 13, 2020 meeting, unanimously (7 - 0) to make a recommendation to Council to approve this Final Record Plan.

**Vote Required for Passage:** Per Section 4.12 of the City Charter, the passage, amendment, or rejection of this Ordinance requires the affirmative vote of not less than four members of the Council.

**Exhibits:** Copy of Final Record Plan

**Recommendation:** Staff would recommend approval of this Final Record Plan.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-02

**APPROVING THE MAJOR SUBDIVISION FINAL RECORD PLAN FOR THE DOMINO'S FRANKLIN SUBDIVISION LOCATED  
AT 675 E. SECOND STREET**

WHEREAS, the Franklin City Planning Commission, at its December 13, 2021 regular meeting, voted unanimously (7-0) to make a recommendation to Council to approve the final record plan of the proposed subdivision submitted by Southern Ohio Pizza, Inc. in PC Case 21-14, for one lot located at 675 E. Second Street; and

WHEREAS, Section 4.12 of the Charter of the City of Franklin states in part:

No ordinance or resolution establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations shall be presented to Council for a public hearing without a recommendation from the Planning Commission to approve, to approve with modifications, or to deny. Planning Commission shall make its recommendation to Council within the time limit set by ordinance.

WHEREAS, the Franklin City Planning Commission, at its December 13, 2021, regular meeting, considered the submission of a Major Subdivision Application and voted unanimously (7-0) making recommendation to Council to approve the Final Record Plan; and

WHEREAS, Section 4.13 of the Charter of the City of Franklin states:

The presiding officer of the Council shall set a date for a public hearing before Council on each ordinance or resolution establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations, which hearing shall be after Planning Commission has forwarded its recommendation to Council and the introduction of the ordinance and before final action by Council on said ordinance or resolution. Council shall hold the public hearing within the time limits set by ordinance.

WHEREAS, this Council, upon receipt of said recommendation, has timely conducted a public hearing in accordance with Section 4.13 of the Charter of the City of Franklin; and

WHEREAS, notice of the public hearing has been properly and timely served by the Clerk of Council via regular mail upon property owners in compliance with Chapter 1115.06(f)(9); and

WHEREAS, the property owners have proposed to dedicate portions of the land therein to the City of Franklin for right-of-way and a storm sewer easement; and

WHEREAS, the procedures with regard to major subdivisions to the UDO, as set forth in Section 1115.06 of the UDO have been followed; and

WHEREAS, Section 4.12 of the Charter of the City of Franklin states in part:

No such ordinance or resolution which conforms to or violates, differs from, or departs from the written recommendation of the Planning Commission shall take effect unless passed and approved by a vote of not less than four (4) members of Council.

THE CITY OF FRANKLIN HEREBY ORDAINS:

☐ Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planning Commission recommendation is **APPROVED**:



The Domino's Franklin Subdivision consisting of the one lot and the dedication of the Public Right-of Way and Easements as shown on the Final Plat as submitted by Southern Ohio Pizza, Inc., on behalf of Louis and Karen Metro Family LLC, the owners of record, in PC Case 21-14,

OR

☐ Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planning Commission recommendation is **APPROVED WITH MODIFICATIONS**:

The Domino's Franklin Subdivision consisting of the one lot and the dedication of the Public Right-of Way and Easements as shown on the Final Plat as submitted by Southern Ohio Pizza, Inc., on behalf of Louis and Karen Metro Family LLC, the owners of record, in PC Case 21-14,

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OR

☐ Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planning Commission recommendation is **DENIED**.

Section 2. The Mayor, on behalf of Council, the City Manager, City Engineer, Clerk of Council and Law Director are hereby authorized to endorse the Record Plan and any other documentation necessary to record this subdivision approval with the Warren County Auditor and Warren County Recorder.

Section 3. Where Council has approved or approved with modifications in Section 1, all Ordinances or parts of ordinances that conflict with this ordinance are hereby repealed.

Section 4. 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 5. This Ordinance shall become effective on March 9, 2022.

INTRODUCED: January 3, 2022

ADOPTED: February 7, 2022

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

APPROVED: \_\_\_\_\_  
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 2022-02 passed by that body on February 7, 2022.

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

Approved as to form: \_\_\_\_\_  
Ben Yoder, Law Director

ALLEY (10')

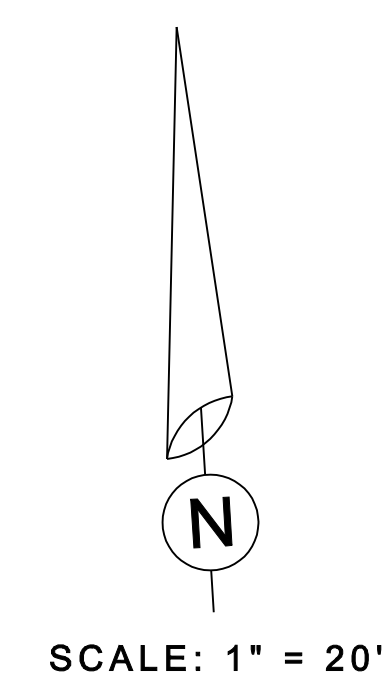
ALLEY (20')

CHARLES AVE. (50')  
(FORMERLY HIGHLAND AVE.)  
P.B. 2, PG. 297

JOHN BARNES SUBDIVISION  
P.B. 2, PG. 295

RECORD PLAN  
DOMINOS FRANKLIN SUBDIVISION  
SECTION 26, TOWN 2, RANGE 5, NORTH  
FRANKLIN TOWNSHIP  
CITY OF FRANKLIN, WARREN COUNTY, OHIO  
CONTAINING: 0.825 AC.  
DECEMBER, 2021

0.684 Ac. (LOT)  
0.141 (R/W DEDICATION)  
0.825 (TOTAL)



OCCUPATION STATEMENT:  
NO PHYSICAL LINES OF OCCUPATION FOUND OTHER THAN MONUMENTATION SHOWN.  
BASIS OF BEARING:  
BEARINGS ARE BASED UPON THE EAST RIGHT-OF-WAY LINE OF CHARLES AVENUE (FORMERLY HIGHLAND AVE.) BEING SOUTH 04° 25'00" EAST AS SHOWN ON THE ROSE ELLISON SUBDIVISION AS RECORDED IN P.B. 2, PAGE 297 OF THE PLAT RECORDS OF WARREN COUNTY, OHIO.

NOTES:  
1. ALL MONUMENTS FOUND IN GOOD CONDITION UNLESS NOTED  
2. RIGHTS-OF-WAY AND EASEMENTS SHOWN ARE FROM WAR. 73-2-79-3-45 PLANS

- LEGEND:
- 5/8" IRON PIN (FOUND)
  - IRON PIPE (FOUND)
  - ✕ P.K. NAIL (FOUND)
  - CONC. MONUMENT W/ IRON PIPE (FOUND)
  - 5/8" IRON PIN (SET)
  - ✕ MAG NAIL (SET)
  - ☒ MONUMENT BOX (FOUND)
  - \* CALCULATED POINT (NO MONUMENT FOUND OR SET)
  - 200.06' MEASURED DISTANCE
  - (200.00') RECORDED DISTANCE (IF DIFFERENT FROM MEASURED)

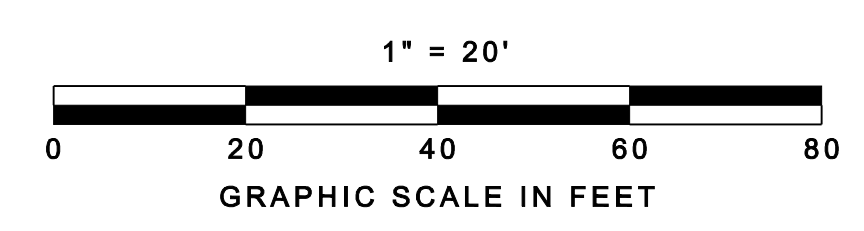
COUNTY AUDITOR:  
TRANSFERRED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DEPUTY \_\_\_\_\_ AUDITOR \_\_\_\_\_

COUNTY RECORDER:  
RECORDED IN WARREN COUNTY RECORDER'S OFFICE  
RECEIVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_ M.  
RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
FEE \_\_\_\_\_  
BY: \_\_\_\_\_  
DEPUTY \_\_\_\_\_ RECORDER \_\_\_\_\_

CERTIFICATION:  
I HEREBY CERTIFY THAT THE HEREIN CONTAINED PLAT IS BASED UPON AN ACTUAL FIELD SURVEY ON THE GROUND MADE BY BUCKEYE SURVEYING GROUP, INC. UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2020, AND THAT ALL MONUMENTS SHALL BE SET AS SHOWN.

TERRY W. HUGHES  
OHIO REG. SURVEYOR #7965



DEED REFERENCE:  
SITUATED IN SECTION 26, TOWN 2, RANGE 5, NORTH, FRANKLIN TOWNSHIP, CITY OF FRANKLIN, WARREN COUNTY, OHIO, CONTAINING 0.825 ACRES, AND BEING ALL OF A 0.509 ACRE PARCEL (PARCEL ONE) AND ALL OF A 0.319 ACRE PARCEL (PARCEL TWO) AS CONVEYED TO LOUIS & KAREN METRO FAMILY LLC BY DEED RECORDED IN D.N. 2021-038083 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

DEDICATION:  
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID RECORD PLAN, DEDICATE THE STREETS AND EASEMENTS TO THE PUBLIC USE FOREVER. THE EASEMENTS SHOWN ON THIS RECORD PLAN, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORM WATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. THE DEDICATED PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, THE CITY OF FRANKLIN, CINCINNATI GAS AND ELECTRIC, AMERITECH, CATV, AND ANY OTHER PUBLIC UTILITY.

OWNER: LOUIS AND KAREN METRO FAMILY LLC  
LOUIS C. METRO MANAGING MEMBER WITNESS WITNESS  
PRINT NAME PRINT NAME

BE IT REMEMBERED, THAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC FOR THE SAID COUNTY AND STATE, PERSONALLY CAME LOUIS AND KAREN METRO FAMILY LLC BY LOUIS C. METRO, ITS MANAGING MEMBER, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND, AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY  
MY COMMISSION EXPIRES: \_\_\_\_\_

OWNERS STATEMENT:  
LOUIS C. METRO BEING DULY SWORN SAY THAT ALL PARTIES TO THE BEST OF HIS/HER KNOWLEDGE, INTERESTED IN THIS REPLAT EITHER AS OWNER OR LIENHOLDER, HAVE UNITED IN ITS EXECUTION.

LOUIS C. METRO MANAGING MEMBER DATE: \_\_\_\_\_

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF OHIO

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CITY OF FRANKLIN PLANNING:  
APPROVED BY THE PLANNING COMMISSION OF THE MUNICIPALITY OF FRANKLIN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

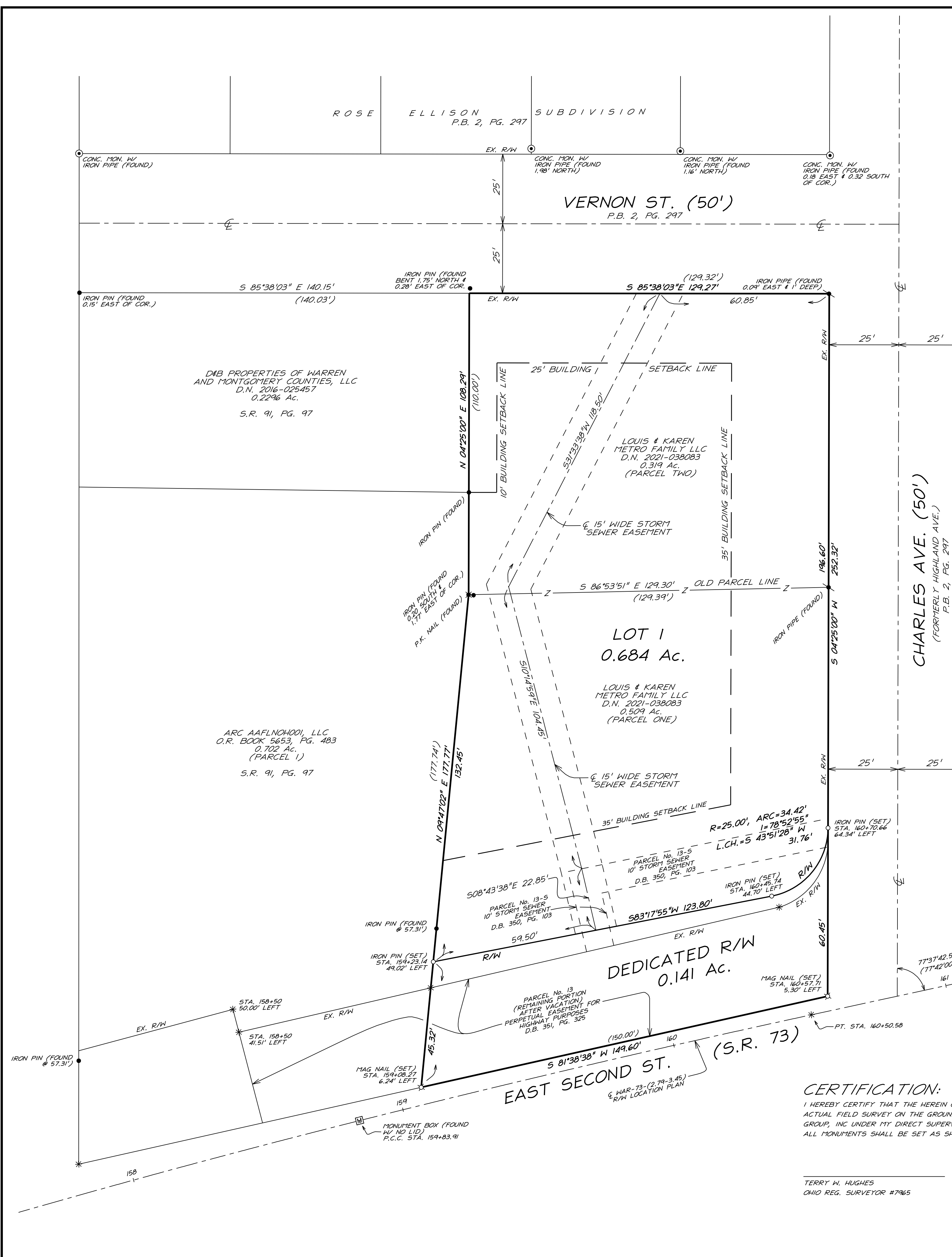
CHAIRMAN \_\_\_\_\_

CITY COUNCIL:  
APPROVED BY COUNCIL AND THE MUNICIPALITY OF FRANKLIN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CLERK OF COUNCIL \_\_\_\_\_ MAYOR \_\_\_\_\_

CITY MANAGER:  
CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER:  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_



933 COTTONWOOD ROAD  
DAYTON, OHIO 45419  
Phone 937-293-8166  
Fax 937-294-1522  
www.BuckeyeSurveyingGroup.com

RECORD PLAN  
DOMINOS FRANKLIN SUBDIVISION  
0.825 Acres  
Section 26, Town 2, Range 5, North  
Franklin Township  
City of Franklin-Warren County, Ohio

SCALE: 1" = 20'	DATE: NOV. 2021
PROJ. No. 20-0612	SHEET No. 1 of 1

# Legislative Cover Memo

**Introduction:** January 3, 2022  
**Public Hearing:** February 7, 2022  
**Effective Date:** February 7, 2022

**Agenda Item:** **Ordinance 2022-03**  
INITIATING CERTAIN AMENDMENTS TO SECTIONS 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 AND 11.10 OF THE CITY OF FRANKLIN, OHIO CHARTER AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY THE SAME TO THE WARREN COUNTY BOARD OF ELECTIONS FOR PLACEMENT OF THE QUESTION OF THE CHARTER AMENDMENTS UPON THE MAY 3, 2022 PRIMARY ELECTION BALLOT TO BE SUBMITTED TO THE CITY'S ELECTORS FOR FINAL REVIEW AND APPROVAL

**Submitted by:** Law Director

**Scope/Description:** In accordance with Section 7.04 of the City of Franklin Charter, the City appointed six (6) individuals to the City of Franklin Charter Review Commission on May 17, 2021. The Charter Review Commission met multiple times throughout 2021 to review the City Charter and discuss revisions to the same. The Law Director presented to City Council the final set of Charter amendments proposed by the Charter Review Commission during public meetings held on November 15, 2021 and December 6, 2021. City Council selected a number of the proposed amendments to be submitted to the City's electors for final review and approval (attached as an exhibit to this Ordinance). If Council passes this Ordinance, the selected Charter amendments will be submitted to the City's electors as part of the May 3, 2022 Primary Election ballot for final review and approval/disapproval.

**Exhibits:** Exhibit A: Proposed Charter Amendments

**Vote Required for Passage:** Per sections 11.09 and 12.05 of the City's Charter, and Article XVIII of the Ohio Constitution, the passage of this Ordinance requires the affirmative vote of at least five (5) members of Council.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-03

**INITIATING CERTAIN AMENDMENTS TO SECTIONS 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 AND 11.10 OF THE CITY OF FRANKLIN, OHIO CHARTER AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY THE SAME TO THE WARREN COUNTY BOARD OF ELECTIONS FOR PLACEMENT OF THE QUESTION OF THE CHARTER AMENDMENTS UPON THE MAY 3, 2022 PRIMARY ELECTION BALLOT TO BE SUBMITTED TO THE CITY'S ELECTORS FOR FINAL REVIEW AND APPROVAL**

WHEREAS, the Charter of the City of Franklin, Ohio was originally adopted on June 7, 1983;

WHEREAS, pursuant to Section 7.04 of the Charter, the City Council of the City of Franklin is required to appoint a Charter Review Commission, consisting of at least five (5) members, a minimum of every five (5) years to review the Charter and recommend to Council alterations, revisions and amendments to the same, as the Commission deems appropriate;

WHEREAS, in accordance with Section 7.04 of the Charter, City Council passed Resolution 2021-40 on May 17, 2021, thereby appointing six (6) individuals to the Charter Review Commission;

WHEREAS, the Charter Review Commission held multiple public meetings throughout the course of 2021, during which the Commission and the City of Franklin Law Director reviewed the current Charter and discussed revisions to the same;

WHEREAS, the Law Director presented to, and discussed with, City Council the final set of proposed revisions to the Charter which resulted from the Charter Review Commission's review of the Charter during public meetings held on November 15, 2021 and December 6, 2021;

WHEREAS, City Council reviewed all recommended revisions to the Charter and selected certain amendments to Sections 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 and 11.10 of the Charter, as set forth in "Exhibit A" to this Ordinance and made a part hereof, to be placed on the May 3, 2022 election ballot and submitted to the electors of the City of Franklin for final review and approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. The question of amending Sections 3.03, 3.07, 3.10, 4.03, 4.11, 5.05, 8.06, 10.02, 11.06, 11.09 and 11.10 of the Charter of the City of Franklin, Ohio, as set forth in "Exhibit A" to this Ordinance, (collectively, the "Charter Amendments"), shall be submitted to the electors of the City of Franklin, Ohio for final review and approval as part of the May 3, 2022 Primary Election ballot.

Section 2. The City of Franklin Clerk of Council is hereby directed to certify this Ordinance to the Warren County Board of Elections with instructions that the Board of Elections place the question of the Charter Amendments on the May 3, 2022 election ballot, and submit the same to the City's electors, in conformance with all applicable State and local election laws.

Section 3. The Clerk of Council is hereby directed to give notice to the public of the proposed Charter Amendments in accordance with Article XVIII, § 9 of the Ohio Constitution and Ohio Revised Code 731.211 by either: (i) publishing the full text of the Charter Amendments once a week for not less than two (2) consecutive weeks in a newspaper of general circulation within the City, with the first publication being at least fifteen (15) days prior to the May 3, 2022 election; or (ii)

mailing a copy of the Charter Amendments to each elector whose name appears upon the poll or registration books of the last regular or general election held within the City, not less than thirty (30) days prior to the May 3, 2022 election.

Section 4. The City of Franklin Law Director is hereby directed to cooperate and make such arrangements with the Warren County Board of Elections as necessary to give proper notice of the election on the Charter Amendments to the City's electors, and ensure the substance of the Charter Amendments is properly set forth on the May 3, 2022 election ballot in accordance with all applicable State and local laws.

Section 5. 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 occurred 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 6. This Ordinance shall be in full force and effect from and after the earliest date provided by law.

INTRODUCED: January 3, 2022

ADOPTED: February 7, 2022

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 2022-03 passed by that body on February 7, 2022.

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

APPROVED AS TO FORM:

\_\_\_\_\_ Law Director

***CHARTER***

***OF THE***

***CITY OF FRANKLIN, OHIO***

EFFECTIVE – JANUARY 1, 1984

1 BENJAMIN FRANKLIN WAY  
FRANKLIN, OHIO

Updated May 2009, November 2012, November 2017 & April 2019

### 3.03 POWERS OF COUNCIL.

All legislative power of the City shall be vested in the Council, except as otherwise provided by this Charter and the Constitution of the State of Ohio. Without limitation of the foregoing, the Council shall have and possess the following powers:

(a) The power to levy taxes and incur debts subject to the limitations imposed thereon by this Charter.

(b) The power to adopt and to provide for the enforcement of local police, sanitary and other similar regulations as are not in conflict with general laws.

(c) The power to provide for the exercise of all powers of local self-government granted to the City by the Constitution of the State of Ohio in a manner not inconsistent with this Charter or the Constitution of the State of Ohio.

(d) The power to fix the number of employees in the various offices, departments, divisions, bureaus, boards and commissions of the City and to fix the rate of their compensation, hours of work, and to provide such other fringe benefits as deemed proper by the Council.

(e) The power to require such bonds as in the opinion of the Council are necessary for the faithful discharge of the duties of the officers and employees of the City. The premium for said bonds shall be paid by the City.

(f) The power to create other offices, departments, divisions, bureaus, boards and commissions; and the power to combine, change and abolish any office, department, division, bureau, board or commission established by Council. The power hereinabove expressed in this subsection shall be exercised by ordinance or resolution and upon the concurrence of a majority of the members of Council.

(g) The Council shall have the power to establish, any ordinance or resolution, the rates of charges made of consumers of all municipal utilities and services.

(h) The Council, in addition to all other rights and powers granted to it under the general laws, may by ordinance or resolution, grant permission to any person, firm or corporation to construct and operate a public utility on, across, under or above any public street or ground within the City. It may prescribe in the ordinance or resolution the kind and quality of service of product to be furnished, the rate or rates to be charged therefor, and any other terms conducive to the public interest; provided that such grant of permission shall not extend beyond twenty-five (25) years, however, such grant may be amended or renewed in the manner and subject to the provisions established by this Charter for original grants, and except that a grant of a franchise for the operation of a utility granted with respect to the issuance of bonds by the City may be for a term in excess of twenty-five (25) years and for such time as any bonds or notes are outstanding. No consent of the owners of property abutting on any public street or ground shall be necessary to the effectiveness of any such grant, amendment or renewal. All such grants, amendments or renewals shall be made subject to the continuing right of the Council to provide reasonable regulations for adequacy of service and maintenance and the operation of such utilities with reference to such streets and public grounds, including the right to require such reconstruction, relocation or discontinuance of appliances, plant or equipment used in such street or public grounds as shall, in the opinion of Council, be necessary in the public interest.

(i) The power to acquire title to or interests in real property shall be vested in the Council, whether such property is acquired by: the exercise of the power of eminent domain, purchase, gift, lease, devise, bequest, in trust, or otherwise. The power to sell or otherwise convey, lease, or grant interests in real property shall be vested in the Council. ~~Such sale, conveyance, lease or grant, shall be in the manner provided by the ordinance authorizing the sale, conveyance, lease, or grant provided that real estate shall not be sold or leased except to the highest and best~~

~~bidder after competitive bids have been received pursuant to a notice of the proposed sale or lease published once a week for four (4) consecutive weeks in a newspaper of general circulation in the City. Written notice of intent to sell or lease real property shall be posted on the real estate to be sold or leased in a conspicuous location on such property and shall remain posted for four (4) consecutive weeks. The requirement that real estate be sold or leased only after competitive bidding may be waived upon the vote of at least five (5) members of the Council provided, however, that the Council shall give notice of its intent to dispense with competitive bidding by publication of such intent in the manner prescribed herein and by the reading of such intent at two consecutive regular Council meetings. Notwithstanding any other provision of this section, property may be sold or leased to the United States, the State of Ohio, or any governmental unit or agency thereof, without competitive bidding, by ordinance, upon the vote of at least five (5) members of Council. (Ord 17-17, 11-17-17; passed by electorate 11-17-17, eff. 1-1-18)~~

(j) To exercise all other powers granted to the Council by this Charter and by the Constitution and laws of the State of Ohio.

(k) Members of council at its first meeting annually shall select from its membership a Chairperson and a Vice-Chairperson. Council may designate titles for such offices as either president and vice-president, chairperson and vice-chairperson, or mayor and vice-mayor.

\* \* \* \*

### **3.07 REMOVAL FROM OFFICE.**

The Council shall be the judge of the qualifications of its members and of the grounds for removal from office of its members. Any member of the Council may be removed from office and his or her office forfeited if he or she is found to have committed any of the grounds for removal hereinafter set forth by an affirmative vote of five (5) members of the Council. Grounds for removal from office shall be:

(a) That the accused member does not possess or has violated the qualifications for the office of Council member under this Charter.

(b) That the accused member has knowingly and intentionally violated any express prohibition contained in this Charter during his or her term of office.

(c) That such accused member has been convicted of any felony, or a misdemeanor involving moral turpitude.

(d) That such accused member has failed to attend three (3) consecutive regular meetings of the Council and that such absences have not been excused by the Council by a majority vote of its members.

A member accused of conduct constituting grounds for removal from office shall be entitled to a public hearing prior to his or her removal, and may be represented thereat by counsel. Notice of the time, date and place of such hearing shall be published ~~in one or more newspapers of general circulation in the City~~ at least seven (7) days prior to the hearing **in such manner as Council may from time to time prescribe by ordinance**. At such hearing the Law Director, or other special counsel as designated by the Council, shall present evidence and testimony in support of the grounds charged for removal. Such hearing may be adjourned from time to time without the necessity of further publication of notice.

Upon request of the Law Director or other special counsel presenting the charges for removal, or the request of the accused member or his or her counsel, the Chairperson, or the Vice-



Chairperson if the Chairperson is the accused, shall have the power to and shall issue subpoenas for witnesses and for the production of other evidence. The Chairperson, or Vice-Chairperson, as the case may be, shall have the power to administer oaths to witnesses at such hearings, and shall preside at the hearings. Any person who refuses to obey a lawful order issued in the exercise of these powers may be found in contempt by the issuing officer. Such officer shall refer the matter to the municipal court for the determination of punishment. The judge of the municipal court may fine such person found to be in contempt a sum not to exceed five hundred dollars (\$500) for each day such person refused to obey the order, but such fine shall not be imposed for more than thirty (30) days for each refusal.

A member of Council who is accused of grounds for removal shall not vote on any matter pertaining to his or her removal. Decisions rendered and orders issued under this section shall be subject to review by the courts.

\* \* \* \*

### **3.10 INDEPENDENT AUDIT.**

The Council shall provide for ~~an~~ independent ~~biannual~~ annual audits of all City accounts as required by Ohio law and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City's government or any of its officers. ~~The Council may, without requiring competitive bids, designate such accountant or firm annually or for a period not exceeding three (3) years. If an agency of the State of Ohio makes such an audit, the Council may accept it as satisfying the requirements of this section.~~

\* \* \* \*

### **4.03 PASSAGE OF ORDINANCES.**

A proposed ordinance may be introduced by any Councilmember at any meeting of Council. Upon introduction of any proposed ordinance, the Clerk of Council shall distribute a copy to each Councilmember and the Manager, shall file one copy in the office of the Clerk of Council, shall make copies available to interested parties, and shall publish the proposed ordinance, together with notice setting out the time and place for a public hearing thereon and for its consideration by Council. ~~(As used in this section, the term "publish" means to print in summary form in one or more newspapers of general circulation in the City and/or to post in full in not less than five (5) of the most public places in the City as determined by Council).~~ in the manner prescribed by Council.

A public hearing shall be held not earlier than seven (7) days following the publication, and may be held separately or in connection with a regular or special Council meeting and may adjourn from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendment or reject it. The vote on the question of passage of each ordinance shall be taken by roll call and entered on the Clerk's Journal, and no ordinance shall be passed without concurrence of a majority of the

members of Council who are present. If the amendment to an ordinance is a matter of substance, as determined by Council, in its sole discretion, and upon a majority vote of the members of Council who are present, the ordinance may not be voted upon until the ordinance has been subjected to all the procedures herein before required in the case of a newly introduced ordinance. Within ten (10) days after adoption of any ordinance, the Clerk shall have it published again, together with a notice of its adoption.

(Ord. 2007-20, 8-6-07 (EM) & Ord. 2007-27, 8-20-07; passed by electorate 11-6-07, effective 1-1-08.)

\* \* \* \*

#### **4.11 CODIFICATION OF ORDINANCES AND RESOLUTIONS.**

~~By a majority vote of the members elected to Council, the Council may cause the ordinances and resolutions of the City to be revised, codified, recodified, rearranged, and published in book form. Such revision, codification, recodification, rearrangement or publication of ordinances and resolutions in book form shall be immediately effective upon approval of a majority vote of the members elected to Council, and may contain new matter therein. The City Clerk shall cause a notice of such proposed revision, codification, recodification, rearrangement or publication of ordinances and resolutions in book form to be published one (1) time in a newspaper determined by the Council to be of general circulation within the City at least seven (7) days prior to the final approval thereof by the Council, and no further publication shall be necessary. A current service supplementing such revision, codification, recodification, rearrangement or publication of ordinances and resolutions in book form shall be maintained in the manner prescribed by the Council.~~

Within two (2) years after the adoption of this Charter, and at least every five (5) years thereafter, the Council shall cause the ordinances and resolutions to be codified and published in a book or loose-leaf form single document; together with this Charter and any amendments thereto, and any provisions of the Constitution and general laws of the State of Ohio, as the Council may determine, as it may be amended from time to time; which compilation shall be known as the Franklin City Code. Copies A copy of such code shall be maintained in the office of the Clerk of Council and be available for inspection by the public during the City's normal business hours. may be placed in such libraries and public offices as the Council shall direct, without charge for free public reference; and copies shall be for sale at a reasonable price determined by the Council.

\* \* \* \*

## 5.05 CONTRACTING POWERS.

The City Manager shall be the contracting officer of the City and shall award and execute contracts and agreements on behalf of the City in the manner and under the procedures required by this Charter, provided that:

(a) Competitive Bidding. When the expenditure of funds for the purchase of equipment, supplies or materials, or to provide labor for any work to be performed under a contract exceeds the amount fixed by State law, such expenditure shall first be authorized and directed by an ordinance or resolution passed by the Council. In such event, the City Council shall award a written contract to the lowest and best bidder ~~after advertisement for not less than two (2) nor more than four (4) consecutive weeks in a newspaper determined by the Council to be of general circulation within the City~~, unless competitive bidding is not required pursuant to State Law. Council may, in its discretion, reject all bids.

(Resolution 2002-54, 8-19-02; passed by electorate 11-5-02, effective 1-1-03) (Ord.2017-15, 7-17-17; passed by electorate 11-7-17, eff. 1-1-18)

(b) Modifications and changes to contracts awarded under competitive bidding, where such modification and change are in excess of fifty percent (50%) of the amount specified in ~~§5.05 (a)~~ section 5.05(a), shall first be authorized by ordinance or resolution.

(c) The City Manager may designate an administrative officer or employee of the City to act as purchasing agent to award and execute contracts, orders of agreements on behalf of the City when such contracts, orders or agreements do not authorize an expenditure of money in excess of the amount specified by the laws of the State of Ohio.

(d) The City Manager or any other person designated by him or her as purchasing agent, shall not willfully cause or allow any contract or order to be split or divided into separate orders or contracts in order to avoid the requirements of subsection (c) above, or the requirements of competitive bidding as provided by this Charter.

(Ord. 2007-25, 8-6-07 & Ord. 2007-32, 8-20-07, passed by electorate 11-6-07, effective 1-1-08.)

\* \* \* \*

## 8.06 PROMOTION.

The Commission shall provide for promotion to all positions in the classified service based on competitive examination and on records of merit, efficiency, character, conduct and seniority. ~~Promotional examinations shall be restricted to present employees, unless by an ordinance or resolution adopted by an affirmative vote of five (5) members of Council, such examinations are opened to qualified candidates from outside the City's service.~~ No individual shall be eligible for a promotional examination within the Police or Fire Department unless such individual has a minimum of three (3) years experience as a member of a police or fire service, as appropriate.

\* \* \* \*

## **10.02 NOMINATION FOR COUNCIL.**

Nominations for members of Council shall be made only by petition, signed by qualified electors not less in number than twenty-five (25) nor more than one hundred (100). A qualified elector shall be a legally registered voter of the City. Such petition shall be accompanied by a declaration of candidacy and shall be filed with the election authorities not later than ~~seventy-five (75)~~ **ninety (90)** days before the date of the regular municipal election. No primary election shall be held for Council candidates.

(Res. 1997-84, passed by electorate 11-4-97, effective 1-1-98)

\* \* \* \*

## **11.06 ACTION ON PETITIONS; INITIATIVE AND REFERENDUM.**

(a) At any time after an initiative petition has been filed with the City Clerk, the Council may adopt the ordinance or resolution proposed in said petition, or a substitute for said ordinance or resolution approved by a majority of the members of the petitioners' committee. In such event, the City Clerk shall so notify the Board of Elections and the proposed ordinance or resolution shall not be submitted to a vote of the electors.

(b) At any time after referendum petition has been filed with the City Clerk, the Council may repeal the ordinance or resolution for which the reconsideration is sought. In such event or in the event the affidavit of the petitioners' committee or the referendum petition is found to be insufficient by the City Clerk, the City Clerk shall so notify the Board of Elections and the proposed ordinance or resolution shall not be submitted to a vote of the electors.

(c) Submission to Electors. The vote of the electors on a proposed or referred ordinance, resolution or issue shall be held not less than ~~seventy-five (75)~~ **ninety (90)** days and not later than one (1) year from the date of the certification of the initiative or referendum petition to the Board of Elections. If no regular election is to be held within the period prescribed in this subsection, the Council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election.

(d) Withdrawal of Petitions. An initiative or referendum petition may be withdrawn at any time by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect, all proceedings thereon shall be terminated, and the City Clerk shall certify such withdrawal of petitions and the termination of the proceedings under such petitions to the appropriate Board of Elections.

\* \* \* \*

## **11.09 REFERRAL OF ORDINANCE OR RESOLUTION TO THE ELECTORS BY COUNCIL.**

By a vote of five (5) members of Council, any pending ordinance or resolution may be referred to the electors of the City at a general, primary or special election. The action of referral provided for in this section shall be taken by ordinance or resolution and shall go into immediate effect. Such ordinance or resolution shall be passed not less than ~~seventy-five (75)~~ **ninety (90)** days prior to the date of the primary or general election at which such referred ordinance or resolution is to be submitted. In the event that such ordinance or resolution is to be referred for approval or rejection at a special election, the Council shall, by ordinance or resolution, fix a date for such special election at a date not less than ~~seventy-five (75)~~ **ninety (90)** days after the date of passage of the ordinance or resolution to refer, and the City Clerk shall cause notice of the special election to be published once a week for two (2) consecutive weeks in ~~a newspaper determined~~ **the manner prescribed** by Council ~~to be of general circulation in the City.~~

The City Clerk shall certify to the appropriate Board of Elections that an election is to be held referring such ordinance or resolution to a vote of the electors at the date fixed by Council as hereinbefore provided. The City Clerk shall also certify a copy of the ordinance or resolution to be voted upon to the appropriate Board of Elections.

At such primary, general or special election, this question shall be placed upon the ballot: "Shall an (ordinance or resolution) providing: (a brief summary of the proposed ordinance or resolution shall be inserted here) be adopted?" , with the provision on the ballot for voting affirmatively or negatively. In the event a majority of those voting on the issue shall be in the affirmative, the ordinance or resolution shall go into immediate effect, without the need for further publication.

\* \* \* \*

## **11.10 RECALL.**

The electors shall have the power to remove from office, by a recall election, any elected or appointed member of Council of the City in the manner herein provided. If such officer shall have served six (6) months of his or her term, a petition demanding his or her removal may be filed with the Clerk of Council, who shall note thereon the name and address of the person filing the petition and the date of such filing, and deliver to such person a receipt therefore and attach a copy thereof to said petition. Such petition may be circulated in separate parts, but the separate parts shall be bound together and filed as one instrument. Each part shall contain the name and office of the person whose removal is sought and a statement not to exceed five hundred (500) words of the grounds for the removal. Such petition shall be signed by at least that number of electors from the City which equals twenty-five (25%) percent in number of the electors voting at the last preceding regular municipal election for Council members within the City. Within twenty (20) days after the day on which such petition shall have been filed, the Clerk shall determine whether or not it meets the requirements hereof. If the Clerk shall find the petition insufficient, he or she shall promptly certify the particulars in which the petition is defective, deliver a copy of his or her certificate to the person who filed the petition, and make a record of such delivery. Such person shall be allowed a period of ten (10) days after the day on which each delivery was made in which to make the petition sufficient. If the petition is sufficient or is subsequently made sufficient within such ten

(10) day period, the City Clerk shall promptly so certify it to Council, shall deliver a copy of such certificate to the officer whose removal is sought, and shall make a record of such delivery. If such officer shall not resign within five (5) days after the day on which such delivery shall have been made, Council shall thereupon fix a day for holding a recall election, not less than ~~sixty (60)~~ **ninety (90)** days nor more than ~~seventy-five (75)~~ **one hundred twenty (120)** days after the date of such delivery, and shall cause notice of such recall election to be published ~~on the same day of each week~~ for two (2) consecutive weeks in a newspaper determined **the manner prescribed** by Council ~~to be of general circulation in the City~~. At such recall election, this question shall be placed on the Ballot: "Shall (naming the officer) be allowed to continue as (naming the office)?", with the provision on the ballot for voting affirmatively or negatively. In the event a majority of the vote is negative, such officer shall be considered as removed, his or her office shall be deemed vacant, and such vacancy shall be filled as provided in this Charter. The officer removed at such recall election shall not be eligible for appointment to the vacancy created thereby. If the officer is not removed at such recall election, no further recall petitions shall be filed against him or her for a period of one (1) year.

## Legislative Cover Memo

**Public Hearing:** February 7, 2022

**Effective Date:** February 7, 2022

<b>Agenda Item:</b>	<b>Ordinance 2022-04</b> PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,050,000 VARIOUS PURPOSE LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS AND DECLARING AN EMERGENCY
<b>Submitted by:</b>	Cindy Ryan, Finance Director
<b>Scope/Description:</b>	The City of Franklin previously issued its \$5,630,000 Various Purpose Refunding Bonds in 2012 (the "Series 2012 Bonds"). \$1,965,000 of the principal amount of the Series 2012 Bonds currently remains outstanding. The Finance Department and Finance Committee recommends that the City redeem the outstanding Series 2012 Bonds scheduled to mature on or after December 1, 2022.
<b>Vote Required for Passage:</b>	Per Section 4.05 of the City's Charter, the passage of this Ordinance requires the affirmative vote of at least five (5) members of Council.
<b>Recommendation:</b>	Approval.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-04

**PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,050,000 VARIOUS PURPOSE  
LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS  
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Franklin, Ohio (the "City") has previously issued its \$5,630,000 Various Purpose Refunding Bonds, Series 2012 (General Obligation – Limited Tax), dated as of April 17, 2012 (the "Series 2012 Bonds"), of which \$1,965,000 principal amount currently remains outstanding;

WHEREAS, the Series 2012 Bond issue was a various purpose refunding bond issue consisting of the following four (4) issues: 1) \$595,000 Administration/Courts Building Limited Tax General Obligation Refunding Bonds, of which \$135,000 principal amount currently remains outstanding; 2) \$740,000 Various Purpose Improvement Limited Tax General Obligation Refunding Bonds, of which \$165,000 principal amount currently remains outstanding; 3) \$3,715,000 Municipal Facilities Limited Tax General Obligation Refunding Bonds, of which \$1,665,000 remains outstanding; and 4) \$580,000 Second Street Improvement Limited Tax General Obligation Refunding Bonds, which matured in 2021; and

WHEREAS, the Council of the City has determined that it is in the best financial interest of the City to current refund the outstanding Series 2012 Bonds maturing on and after December 1, 2022 (the "Series 2012 Bonds To Be Refunded").

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. This Ordinance is declared to be an emergency measure required to be effective immediately to permit the City to timely refund the Series 2012 Bonds To Be Refunded for debt service savings for the benefit of the City and its citizens and ensure the continued, usual, daily operations of the City.

Section 2. That it is hereby declared necessary to issue bonds of the City in the principal sum of not to exceed \$2,050,000 (the "Bonds") for the purpose of current refunding the Series 2012 Bonds To Be Refunded and to pay issuance costs, under authority of and pursuant to the general law of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code.

Section 3. The Bonds shall: (i) be of the denomination of \$5,000 or any integral multiple thereof, (ii) be numbered from R-1 upward; (iii) be dated their date of issuance or such other date as may be determined by the Finance Director (the "Director of Finance"); (iv) mature and be subject to mandatory sinking fund redemption and/or optional redemption as may be determined by the Director of Finance, with a final maturity date not later than December 1, 2027; and (v) bear interest payable semiannually on the dates and at the rate or rates determined by the Director of Finance, without the need for further legislative action of this Council. The true interest cost payable by the City over the life of the Bonds, without regard to any optional redemption, shall not exceed four percent (4.00%) per annum. The Finance Director is hereby authorized to work with Fifth Third Securities, Inc. ("Fifth Third") to market the Bonds through either a public sale, with Fifth Third serving as underwriter, or on a private placement basis, with Fifth Third serving as placement agent for the issue. The determinations made by the Director of Finance pursuant to this ordinance shall be conclusive and shall be evidenced by her execution of a certificate of award (the



"Certificate of Award"), which is hereby authorized and which is hereby incorporated herein by reference.

Section 4. That the Bonds shall be designated "Various Purpose Limited Tax General Obligation Refunding Bonds, Series 2022" and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of the Uniform Public Securities Law of the Ohio Revised Code and this ordinance.

Section 5. The Bonds shall be executed by the City Manager (the "City Manager") and Director of Finance, provided that the execution by said officials may be by facsimile. The principal amount of each Bond shall be payable at the designated office of the bank named in the Certificate of Award to serve as the registrar and paying agent, and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (the fifteenth day of the month prior to each interest payment date) on the bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at her address as it appears on such registration records. The Director of Finance is authorized to enter into a bond registrar and paying agent agreement with the registrar and paying agent. The Finance Director may elect to serve as bond registrar and paying agent for the Bonds. The Bonds may be issued on a book-entry-only basis through The Depository Trust Company, if the Director of Finance determines it is in the best financial interest of the City to do so. If the Finance Director determines that the Bonds will be sold through public sale, she is further authorized to apply for municipal bond insurance and/or a municipal bond rating. If the Director of Finance determines that purchasing a municipal bond insurance policy is in the best financial interest of the City, she is further authorized to negotiate with such bond insurance companies, consent to any necessary terms and conditions of insurance and to execute any and all documents in order to obtain a municipal bond insurance policy. If the Director of Finance determines that obtaining a rating on the Bonds is in the best financial interest of the City, she is further authorized to execute any and all documents required by such rating agency to obtain a rating on the Bonds. If the Bonds are to be sold via public sale, the Finance Director is further authorized to prepare and distribute both a preliminary and final official statement, and execute a continuing disclosure agreement and any other documents as determined to be necessary by Dinsmore & Shohl LLP, as Bond Counsel.

Section 6. That for the payment of the Bonds and the interest thereon, the full faith, credit, and revenue of the City of Franklin are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the interest on the Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Bonds at maturity, there shall be and is hereby levied on all the taxable property in the City within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Bonds are to run in an amount sufficient to provide funds to pay interest on the Bonds as and when the same falls due and also to provide a fund for the discharge of the principal of the Bonds at maturity, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which, together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest on and the principal of the Bonds when and as the same shall fall due; provided, that

in each year to the extent that revenues from other sources, including general fund revenues, are available for the payment of the Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such revenues so available and appropriated.

Section 7. The 2012 Bonds are to be sold at a purchase price, not less than 98% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this ordinance to be specified in the Certificate of Award, in accordance with law. The proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper funds and used for the purposes aforesaid and for no other purpose. The Director of Finance is authorized to sign and deliver, in the name and on behalf of the City, a bond purchase agreement or a bond placement agreement containing terms that are not inconsistent with this ordinance, are not materially adverse to the City and are approved by the Director of Finance. That any such terms are not inconsistent with this ordinance, are not materially adverse to the City and have been approved by the Director of Finance shall be conclusively evidenced by the signing of such agreement by the Director of Finance.

Section 8. That the City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103(a) of the Code. The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To that end, the City will comply with all requirements of Sections 103(b)(2) and 148 of the Code to the extent applicable to the Bonds. In the event that at any time the City is of the opinion that for purposes of this Section 8 it is necessary to restrict or limit the yield on the investment of any moneys the City shall take such action as may be necessary. The Director of Finance of the City, or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder, and to execute and deliver on behalf of the City an IRS Form 8038-G in connection with the issuance of the Bonds. The Bonds are hereby designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code. The City does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2022.

Section 9. In connection with the issuance of the Bonds and to serve the rights of the holders of the Series 2012 Bonds To Be Refunded that are refunded hereby, the Director of Finance, on behalf of the City, is hereby authorized and directed to execute and deliver an Escrow Deposit Agreement with an Escrow Trustee, which Escrow Deposit Agreement shall contain such terms as may be agreed upon by the City and such Escrow Trustee and as shall be approved by Bond Counsel.

Section 10. That the Director of Finance is hereby directed to forward a certified copy of this Ordinance and the Certificate of Award to the Warren County Auditor.

Section 11. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met,

or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 6) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. 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 occurred 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 13. This ordinance shall take effect immediately upon its passage, and in accordance with Section 4.05 of the City's Charter, shall not be automatically repealed.

ADOPTED: February 7, 2022

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 2022-04 passed by that body on February 7, 2022.

APPROVED AS TO FORM

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

\_\_\_\_\_  
Ben Yoder, Law Director

# Legislative Cover Memo

**Public Hearing:** February 7, 2022

**Effective Date:** February 7, 2022

**Agenda Item:** **Ordinance 2022-05**  
EXTENDING THE DEVELOPMENT MORATORIUM ON NEW  
COMMERCIAL DEVELOPMENT WITHIN THE DOWNTOWN  
REVITALIZATION AREA FOR AN ADDITIONAL 180 DAYS AND  
DECLARING AN EMERGENCY

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** The City of Franklin currently has a development moratorium in effect on the acceptance of applications for major subdivisions, major site plans, planned unit developments, and Zoning Map amendments for new commercial developments within the Downtown Revitalization Area. The purpose of the moratorium is to give the City time to evaluate the types of public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area (and potentially adopt amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate such improvements/uses). The moratorium is set to expire on March 4, 2022. The City needs additional time to fulfill the purposes of the moratorium. This Emergency Ordinance extends the current moratorium for an additional 180 days following the current March 4<sup>th</sup> expiration date.

**Exhibits:** Exhibit A: Downtown Revitalization Area Map

**Vote Required for Passage:** Per Section 4.05 of the City's Charter, passage of this emergency Ordinance requires the affirmative vote of at least five members of Council.

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-05

**EXTENDING THE DEVELOPMENT MORATORIUM ON NEW COMMERCIAL DEVELOPMENT  
WITHIN THE DOWNTOWN REVITALIZATION AREA FOR AN ADDITIONAL 180 DAYS  
AND DECLARING AN EMERGENCY**

WHEREAS, Ohio Revised Code Chapter 713 authorizes the City of Franklin, Ohio to regulate zoning and land use of real property located within its territorial boundaries to promote the public health, safety, convenience, comfort, prosperity, or general welfare;

WHEREAS, in conformance with, and furtherance of Ohio Revised Code Chapter 713, Franklin City Council adopted the City's Comprehensive Plan, Unified Development Code ("UDO") and Zoning Map;

WHEREAS, following new construction projects and other development opportunities in the City in 2021, City Council commissioned a Downtown Revitalization Study to evaluate potential public roadway, building façade, and land use improvements that may be warranted in the downtown areas described in the attached Exhibit A (the "Downtown Revitalization Area");

WHEREAS, on August 16, 2021, City Council passed Ordinance 2021-24, establishing a 180-day development moratorium on new commercial development within the Downtown Revitalization Area to allow the City time to evaluate the types of public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area, and potentially adopt amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate such improvements and uses;

WHEREAS, the current development moratorium is set to expire on March 4, 2022;

WHEREAS, the City's evaluation of, and discussions about, public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area, and potential amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate the same, are ongoing, and the City requires additional time to fulfill the purposes of the current development moratorium; and

WHEREAS, given the importance of the Downtown Revitalization Area to the City's future public convenience, comfort, prosperity and general welfare, City Council finds it necessary to extend the current moratorium on new commercial development in the Downtown Revitalization Area for an additional 180 days following the original March 4, 2022 expiration date of the moratorium.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. This Ordinance is hereby declared to be an emergency measure, necessary to promote the public health, safety, convenience, comfort, prosperity and general welfare of the Franklin community, to allow the City adequate time to determine the types of public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area, and consider potential amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate such improvements and uses.

Section 2. The current development moratorium on new commercial development within the Downtown Revitalization Area enacted through Ordinance 2021-24, effective on September 5, 2021 and set to expire on March 4, 2022, is hereby extended for an additional 180 days following its original expiration date. The new moratorium expiration date shall, therefore, be August 21, 2022.

Section 3. During the moratorium, City staff shall be prohibited from accepting applications for major subdivisions, major site plans, planned unit developments and Zoning Map amendments for new commercial developments within the Downtown Revitalization Area.

Section 4. This moratorium shall not apply to applications for minor subdivisions, minor site plans, conditional uses, or variances involving existing commercial developments in the Downtown Revitalization Area; or those persons having a vested interest in new commercial development with the Downtown Revitalization Area, with “vested interest” defined to mean an approved or pending application for a major subdivision, major site plan, planned unit development, or Zoning Map amendment for new commercial development within the Downtown Revitalization Area.

Section 5. City staff engaged in studying the Downtown Revitalization Area in furtherance of the purposes of this moratorium shall keep Council apprised of their progress throughout the moratorium period towards determining appropriate public infrastructure, building improvements and land uses for the Downtown Revitalization Area, and the potential need for amendments to the City’s Comprehensive Plan, UDO and Zoning Map to facilitate the same. Council reserves the right to terminate the moratorium prior to the new August 21, 2022 expiration date if Council determines, in its sole discretion, that the purposes for the moratorium have been fulfilled.

Section 6. It is found that all formal actions of this Council concerning and relating to the adoption of this Emergency Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred 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 7. This Emergency Ordinance shall go into effect immediately upon its adoption.

ADOPTED: February 7, 2022

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

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

CERTIFICATE

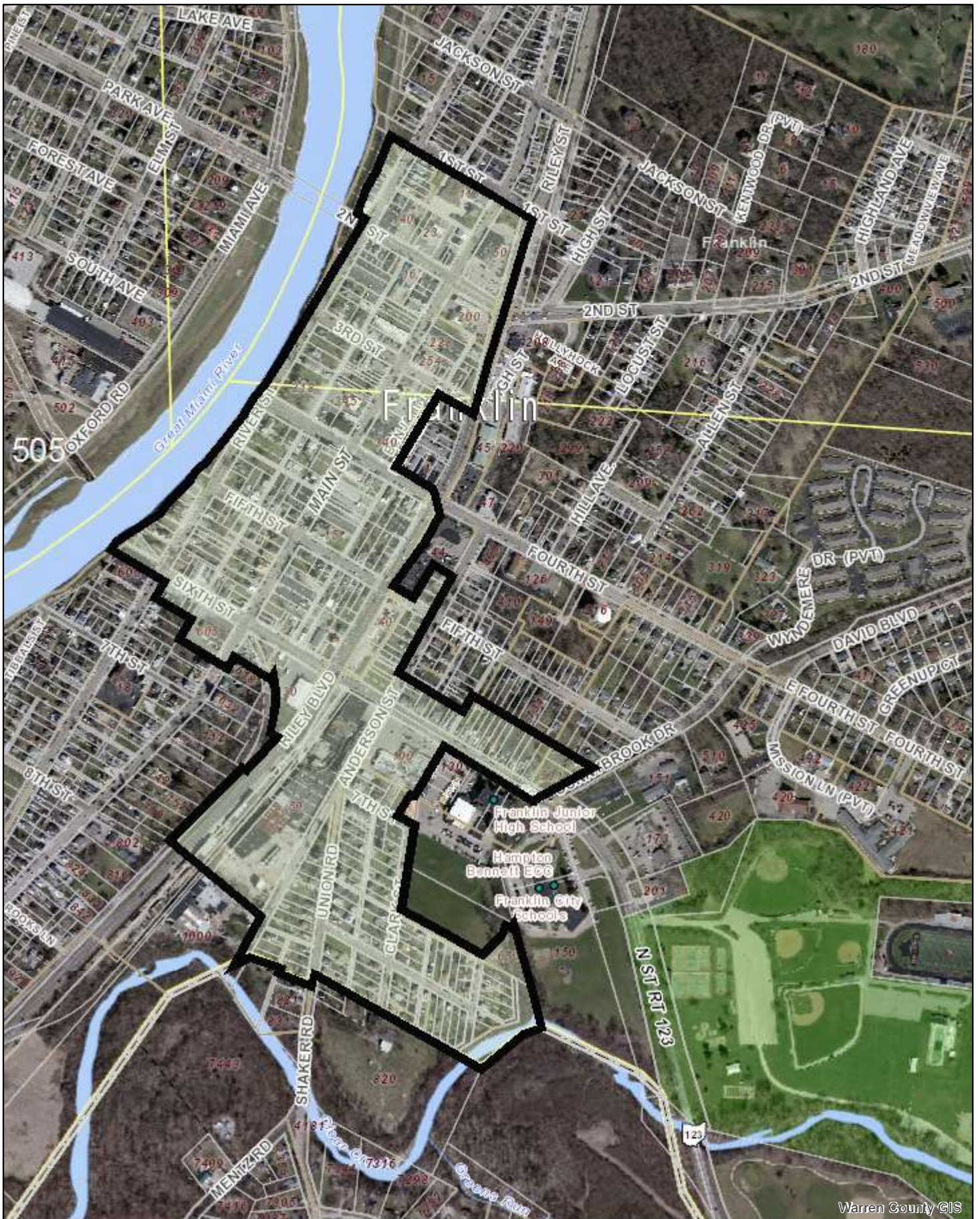
I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2022-05 passed by that body on February 7, 2022.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ben Yoder, Law Director





Date: 7/27/2021

<p><b>Cadastral Lines</b></p> <ul style="list-style-type: none"><li>Corporate Line</li><li>County Line</li><li>Farm Lot Line</li><li>Auditors Tract Line</li><li>Civil Township Line</li><li>Subdivision Lot Line</li><li>Subdivision Unit Line</li><li>Section Line</li><li>Parcel Line</li><li>ROW Unknown Width Line</li><li>School Line</li><li>Tract Line</li><li>VMS Line</li><li>Waste Road Line</li><li>Hardware</li><li>Township and Range Line</li></ul> <p><b>Line Type</b></p> <ul style="list-style-type: none"><li>Overpass Line</li><li>Subdivision Unit Line</li></ul>	<p><b>Exhibit A</b></p> <p>The provider makes no warranty or representation with respect to its information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.</p>	<p>1 inch = 600 feet</p>
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NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

3053198		NEW	ORPHEUS L GARRISON 544 S MAIN ST & PATIO FRANKLIN OH 45005
PERMIT NUMBER		TYPE	
ISSUE DATE			
01 11 2022			
FILING DATE			
D1 D2D3D3A		PERMIT CLASSES	
83	044	A	D26985
TAX DISTRICT			RECEIPT NO.

FROM 01/13/2022

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 01/13/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/14/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 3053198**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF FRANKLIN CITY COUNCIL  
1 BENJAMIN FRANKLIN WAY  
FRANKLIN OHIO 45005



CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-12

**APPROVING THE APPOINTMENT OF COUNCIL MEMBERS TO THE STANDING COMMITTEES OF COUNCIL  
FOR THE YEAR 2022**

WHEREAS, Section 11 of the Rules of Council requires the Council to maintain certain standing committees of Council; and

WHEREAS, Section 11 of the Rules of Council further requires that each Council member serve as Chair of one standing committee of Council; and

WHEREAS, Section 11 of the Rules of Council authorizes the Mayor to make all appointments to said standing committees, with the approval of Council by Resolution; and

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

Section 1. The following appointments to the standing committees of Council, made by the Mayor for the year 2022, are hereby approved:

A. FINANCE COMMITTEE

Denny Centers, Chair  
Michael Aldridge  
Matt Wilcher

B. SAFETY COMMITTEE

Brent Centers, Chair  
Michael Aldridge  
Matt Wilcher

C. PUBLIC WORKS & UTILITIES COMMITTEE

Matt Wilcher, Chair  
Denny Centers  
Paul Ruppert

D. GOVERNMENT AFFAIRS COMMITTEE

Debbie Fouts, Chair  
Denny Centers  
Todd Hall

E. ECONOMIC DEVELOPMENT & PLANNING COMMITTEE

Michael Aldridge, Chair  
Todd Hall  
Debbie Fouts

F. PARKS & RECREATION COMMITTEE

Paul Ruppert, Chair  
Matt Wilcher  
Brent Centers

G. ENVIRONMENTAL AFFAIRS COMMITTEE

Todd Hall, Chair  
Paul Ruppert  
Debbie Fouts

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: February 7, 2022

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 2021-04 passed by that body on February 7, 2022.

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

# Legislative Cover Memo



**Meeting Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-13**  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH THE WARREN COUNTY ENGINEER'S  
OFFICE TO PARTICIPATE IN THE WARREN COUNTY JOINT  
SALT PURCHASING PROGRAM

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

**Scope/Description:** This is the sixth year we have contracted with the Warren County Engineer's Office to purchase road salt. Last year we received our salt from Cargill at a price of \$72.29 per ton. We used approximately 1,078 tons of salt for the 2021 season. We have to provide the County Engineer with an estimate of salt needed for the 2022 season before they go out to bid. We have estimated our purchase at 2,000 tons; although we are only required under the program to purchase what we need, which could be less than the 2,000 tons we are estimating.

Since participating in the program, our prices for road salt have been:

2021	\$72.29/ton (Cargill)
2020	\$80.35/ton (Cargill)
2019	\$84.40/ton (Cargill)

**Budget Impact:** Street Fund and State Highway Fund. At last year's pricing, 2,000 tons would cost \$144,588.

**Exhibits:** None.

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-13

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE WARREN COUNTY ENGINEER'S  
OFFICE TO PARTICIPATE IN THE WARREN COUNTY JOINT SALT PURCHASING PROGRAM**

WHEREAS, upon the recommendation of the City Manager and the Public Works Director, this Council desires to purchase road salt for the 2022-23 winter season by joining with other political subdivisions in Warren County to bid for said purchase through the Warren County Joint Salt Purchasing Program; and

WHEREAS, the Warren County Engineer's Office will oversee the Warren County Joint Salt Purchasing Program and will undertake the bidding for road salt on behalf of the participating political subdivisions, in accordance with all applicable State and local requirements regarding competitive bidding; and

WHEREAS, this Council desires to enter into an agreement with the Warren County Engineer's Office to participate in the Warren County Joint Salt Purchasing Program in order to obtain a competitive price for salt, the price of which recently dramatically increased, and to expedite the bidding process for road salt for the 2022-2023 winter season;

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 City Manager is hereby authorized to execute all necessary contracts and documents, upon such terms and conditions as are approved by the Law Director, with the Warren County Engineer's Office in order to participate in the Warren County Joint Salt Purchasing Program for the bidding and purchase of road salt for the 2022-2023 winter season.

Section 2. The Public Works Department is hereby authorized to allocate storage space to receive and store road salt that is purchased through the Warren County Joint Salt Purchasing Program, and shall forward to the Warren County Engineer's Office an estimate of 2,000 tons as the amount of road salt the City may purchase for the 2022-2023 winter season.

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: February 7, 2022

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 February 7, 2022.

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

# Legislative Cover Memo

**Effective Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-14**  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (ACTING THROUGH THE MONTGOMERY COUNTY ENGINEER) RELATING TO THE FINAL DESIGN OF THE DAYTON-CINCINNATI PIKE RETAINING WALL

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

**Scope/Description:** The Resolution asks Council to authorize the City Manager to execute an intergovernmental agreement between the City of Franklin and Montgomery County Board of County Commissioners (acting through the County Engineer), which would allow the City to jointly work with the County Engineer's Office to complete a final design for the repair/replacement of the retaining wall holding up Dayton-Cincinnati Pike (N. Dixie Highway). Pursuant to the agreement, the County will contract with an engineering firm to develop designs and construction plans for rehabilitation of the retaining wall, and the County and City will share in the cost of engaging the engineering firm (proportionate to the portion of the retaining wall in each party's respective jurisdiction).

About 53% of the wall is located in the City of Franklin. The City would, therefore, be responsible for paying 53% of the cost of engaging the engineering firm. Based on the engineering firm's estimated fees/costs for its engineering/design services, the City's portion of the cost is anticipated to be approximately \$140,000.

The County Engineer estimates the total cost of the retaining wall rehabilitation project (inclusive of the engineering firm's initial engineering/design fees and final construction costs) will be approximately \$1.6 Million. The final design for the rehabilitated retaining wall is expected to be completed in 2022 and construction work would occur in 2024.

**Budgetary Impact:** The City share of the project will come from the Capital Improvement Fund.

**Exhibits:** Exhibit A: Cost Sharing Agreement

**Recommendation:** Staff recommends approval of this Resolution.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-14

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (ACTING THROUGH THE MONTGOMERY COUNTY ENGINEER) RELATING TO THE FINAL DESIGN OF THE DAYTON-CINCINNATI PIKE RETAINING WALL**

WHEREAS, Dayton-Cincinnati Pike is a public right-of-way that runs through both the City of Franklin and Miami Township, Montgomery County, Ohio;

WHEREAS, the City is responsible for maintaining that portion of the Dayton-Cincinnati Pike right-of-way situated within the City's municipal boundaries in Warren County, and Montgomery County is responsible for maintaining the portion of the Dayton-Cincinnati Pike right-of-way located within Montgomery County;

WHEREAS, a retaining wall located along the western side of Dayton-Cincinnati Pike supports the road as it traverses along the Great Miami River at the Montgomery/Warren County line;

WHEREAS, the retaining wall is more than 100 years old and is in need of repair and/or replacement; and

WHEREAS, the Montgomery County Board of County Commissioners and the City of Franklin City Council desire to undertake a joint effort to develop engineering and construction plans to rehabilitate the retaining wall, recognizing a cooperative effort will benefit the public welfare and be a cost savings to both jurisdictions compared to undertaking the retaining wall improvements separately in each party's respective jurisdiction.

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 and the Board of County Commissioners of Montgomery County, Ohio (acting through the Montgomery County Engineer), in substantially the same form as Exhibit A attached to this Resolution.

Section 2. The City's funding commitment for the retaining wall rehabilitation project contemplated by the Intergovernmental Agreement is estimated to be One Hundred Forty Thousand Dollars and No Cents (\$140,000.00). Said funds shall be paid from funds in the Capital Improvement Fund, appropriated by this Council in the City's 2022 operating budget.

Section 3. The City Manager is further authorized to execute any other documents as may be necessary to effectuate the terms of the 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: February 7, 2022

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 February 7, 2022.

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Khristi Dunn, Clerk of Council

## **COST-SHARING AGREEMENT**

*between*

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,

*acting through*

THE MONTGOMERY COUNTY ENGINEER,

*and*

THE CITY OF FRANKLIN, WARREN COUNTY, OHIO

*relating to the*

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Dayton-Cincinnati Pike Retaining Wall

Final Design

*for a retaining wall located along Dayton-Cincinnati Pike, situated in Miami Township  
(Montgomery County) and the City of Franklin (Warren County)*

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*dated*

January xx, 2022



## **Dayton-Cincinnati Pike Retaining Wall Final Design**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Franklin, 1 Benjamin Franklin Way, Franklin, Ohio 45005 (hereinafter the “City”), and the Board of County Commissioners of Montgomery County, Ohio, 451 West Third Street, Dayton, Ohio 45422 (hereinafter the “Board”).

WHEREAS, the existing Dayton-Cincinnati Pike retaining wall was constructed in the early twentieth century and is now in poor condition; and

WHEREAS, the Dayton-Cincinnati Pike retaining wall is situated in Miami Township, Montgomery County, and the City of Franklin, Warren County, and the Montgomery County Engineer and the City of Franklin are responsible for maintenance of their respective portions of the wall; and

WHEREAS, the Dayton-Cincinnati Pike Retaining Wall Final Design (hereinafter the “Project”) will involve the development of final engineering and construction plans to rehabilitate the retaining wall; and

WHEREAS, the Board and the City recognize that a joint effort to execute the Project will benefit the public welfare at cost savings to both jurisdictions relative to undertaking the improvements separately; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound, agree as follows:

### **ARTICLE ONE: SCOPE**

Acting through the Montgomery County Engineer, the Board will contract with a qualified, competent consulting engineering firm to produce all engineering work and documents required to complete the Project.

### **ARTICLE TWO: PAYMENT**

The Board will be the lead agency for development and execution of the Project, and will contract directly for all goods and services required to complete the Project. The City agrees to jointly finance the Project at a ratio equal to the length of wall in each jurisdiction. The total length of wall is 791 feet; the portion of the wall in Montgomery County is 368 feet, or 47%; the portion of the wall in the City of Franklin is 423 feet, or 53%.

The City shall remit payment to the Engineer of its share of Project costs within 30 days of receipt of the Engineer’s invoice.

### **ARTICLE THREE: TERM**

The term of this Agreement shall commence on the date of execution by all parties, and shall terminate 90 days after the Engineer's final payment to the Project consultant, or receipt of the City's final share of the Project costs, whichever occurs later.

#### **ARTICLE FOUR: MODIFICATION AND SEVERABILITY**

This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by both parties.

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **ARTICLE FIVE: SIGNATURE**

The City hereby acknowledges that this Agreement must be signed and returned to the Engineer within thirty (30) days of receipt of said Agreement for signature, or this Agreement may be cancelled and voided by the Board.

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2022.

**WITNESS:**

**BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Carolyn Rice, President

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Deborah A. Lieberman

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Judy Dodge

**OR**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Michael Colbert, Administrator

APPROVED AS TO FORM:  
MATHIAS H. HECK, JR.  
Prosecuting Attorney for Montgomery County, Ohio

By \_\_\_\_\_  
Assistant Prosecuting Attorney

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

**WITNESS:**

**CITY OF FRANKLIN, OHIO**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director

**CERTIFICATION OF FUNDS:**

\_\_\_\_\_  
Finance Director

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

## Legislative Cover Memo

<b>Meeting Date:</b>	February 7, 2022
<b>Agenda Item:</b>	<b>Resolution 2022-15</b> ADOPTING POSITION DESCRIPTION FOR THE PARKS AND RECREATION COORDINATOR
<b>Submitted by:</b>	Cindi Chibis, Human Resource Specialist
<b>Scope/Description:</b>	This Resolution adopts a new position description for Recreation and Event Coordinator Position.
<b>Budget Impact:</b>	This is a part time position with a pay range of \$18.00 - \$19.00/hour
<b>Exhibits:</b>	Exhibit A: Recreation and Event Coordinator Job Description
<b>Recommendation:</b>	Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-15

**ADOPTING POSITION DESCRIPTION FOR THE PARKS AND RECREATION COORDINATOR**

WHEREAS, Section 8.08 of the Franklin City Charter requires this Council to adopt a Position Classification Plan containing position descriptions for all City positions, considering the duties, authority and responsibility of each position;

WHEREAS, upon the recommendations of the City Manager, this Council now finds it desirable to adopt a position description for the position of Recreation and Event Coordinator to adequately reflect the duties and responsibilities of this position,

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

Section 1. The position description for Recreation and Event Coordinator is attached hereto as Exhibit A, is hereby adopted and approved, and shall be included in the City of Franklin Position Classification Plan, effective February 7, 2022.

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: February 7, 2022

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 February 7, 2022.

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

## CITY OF FRANKLIN POSITION DESCRIPTION

<b>Employee Name:</b>		<b>Department:</b>	<b>Public Works</b>
<b>Civil Service Status:</b>	<b>Unclassified</b>	<b>Position Title:</b>	<b>Recreation and Event Coordinator</b>
<b>Employment:</b>	<b>Part-time</b>	<b>Reports To:</b>	<b>Public Works Director</b>
<b>FLSA Status:</b>	<b>Non-Exempt</b>	<b>Supervises:</b>	<b>Pool Manager</b>

### GENERAL DESCRIPTION:

Supervises the planning organizing, execution, promotion, and evaluation of recreation and aquatics programs, and special events sponsored by the City of Franklin.

### ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101.

1. Manages and leads personnel, and operations, and budgets associated with recreation, aquatics, and special events for the City of Franklin. Under the direction of the Public Works Director, achieves goals within budgeted funds, reviews progress and makes changes in priorities, as needed.
2. Oversees the hiring training, motivating, and evaluation of personnel. Provides or coordinates staff training. Works with employees to correct deficiencies; mentors, coaches, and implements discipline and/or termination procedures when necessary.
3. Effectively deals with community members and businesses providing quality services. Handles emergency service calls, responds to inquiries, requests, and complaints from the public; interacts with the public regularly.
4. Establishes year-round recreation schedules and activities that are responsive to community needs and wants. Directs all efforts to producing safe, enjoyable sports, recreation, and education programs for youth and adults. Ensures programs are adaptive and inclusive.
5. Monitors expenditures and provides input to increase fiscal efficiency of the division. Ensures all products, services, and facilities are performed with fiscal responsibility. Seeks out alternative revenue sources to support the cost of events.
6. Plans, manages, and coordinates, City events, including marketing, advertising, and public relations efforts. Develops proposals, strategic plans, fee structures, and logistics of City events. Plans, directs personnel, and coordinates advertising, marketing, "day-of event" lead, and clean-up. Drafts and executes policies and procedures, contracts, and other documents to support the safety, risk management and administrative oversight of special events.
7. Performs administrative/managerial functions associated with overseeing activities and operations of the City Pool including supervising assigned employees; developing and administering municipal recreation programs; directing overall operations of the pool and programs; and performing administrative activities to include maintaining records and budgets.
8. Provides input regarding park development, including planning and ongoing capital improvements to park and recreation facilities. Under the direction of the Public Works Director, coordinates sport facility repairs and preparation with Park Maintenance staff. Enforces league and facility rules and regulations. Monitors condition

## CITY OF FRANKLIN POSITION DESCRIPTION

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of recreation facilities, courts, ball fields, and other facilities; documents and reports needed maintenance repairs.

9. Serves as the primary liaison between the City, third party supporters of recreational activities, educational programs and special events. Works with individuals and agencies to support smooth, successful programming.
10. Supports public communication efforts regarding recreational programs and special events. Attends community events, recreation conferences, and various meetings to promote and develop support for municipal recreation programs and events; distributes materials to inform public officials, schools, churches, community groups, the public and others about upcoming events and programs.
11. Provides direct support to the Public Works Division in functional areas of composing correspondence; completing special projects; acting as a liaison between City departments/divisions, the public and other government agencies; preparing and maintaining reports and record systems; and scheduling/calendar appointments.
12. Managing events, recreation and operating the pool may require evening and weekend hours, requiring flexibility in hours and days worked.

### OTHER DUTIES AND RESPONSIBILITIES:

1. Performs other duties as required.

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### QUALIFICATIONS: (\* indicates developed after employment)

**Ability to:** Deal with many variables and determine specific action; define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply rules, or regulations to specific situations; exercise independent judgment and discretion; prepare accurate documentation; maintain records according to established procedures; complete routine forms; compile and prepare reports.

**Communication Skills:** Ability to understand a variety of written and/or verbal communications, effectively present information and respond to sensitive inquiries from the public and/or officials; apply active listening skills, maintain effective working relationships, resolve problems, and instruct others. Ability to deal effectively with confrontational individuals and/or challenging situations. Ability to make clear and effective presentations to City Council and other stakeholders.

**Education and Experience:** High school diploma or equivalent required; marketing, communications or similar Bachelor's or Associate's degree preferred. Three years of supervisory experience in recreation, events or aquatics preferred. Knowledge of management concepts and ability to apply them. Knowledge of budget and grant proposal preparation, and standard general and financial policies and processes. Knowledge of current trends in parks and recreation fields. Knowledge of community recreation programs and organizations. Knowledge of principles, methods, materials and practices used in parks maintenance, park management, and public administration. Knowledge of marketing techniques, economic and development incentives. Advanced training and experience in aquatics knowledge of pool facilities, equipment, and supplies beneficial.



## CITY OF FRANKLIN POSITION DESCRIPTION

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**Equipment, Tools and Materials:** Use of calculator, computer, copier, scanner, telephone, postage machine, and other standard modern business office equipment. Occasional use of sports equipment, water safety equipment, vacuum, filtration and chlorination systems.

**Licensure or Certification Requirements:** None.

**Math skills:** Ability to create and adhere to budgets. Ability to add, subtract, multiply, and divide whole numbers, and to calculate fractions, decimals, and percentages.

**Physical Requirements: (with or without accommodation):** Ability to occasionally lift, reach, stoop, and turn. Ability to frequently grasp, carry, hold, stand, walk, and use keyboard. Specific vision abilities required by this job include close vision and distance vision. Ability to speak English and hear required. Duties are primarily performed in an office environment. Some travel to meetings, conferences, and training is required. Managing some events, recreation activities and the pool will require outdoor and manual work requiring exposure to hot, cold, wet, humid or windy weather conditions.

**Technical Skills:** Ability to use e-mail, word processing. Ability to learn automated system functions used in carrying out job duties. Ability to operate in a network environment. General knowledge of PC equipment modern office practices and procedures and computer related software required.

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To perform this job successfully, an individual must be able to perform each essential duty satisfactorily, and must demonstrate the necessary skills, knowledge, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The above reflects general information considered necessary to describe the essential functions of the job and shall not be construed as an exhaustive statement of duties, responsibilities or requirements that may be inherent in the job. It is not intended to limit the right of any supervisor to assign, direct, or control the work of employees under his/her supervision. The use of a particular expression to describe duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

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This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

---

(Signature of Appointing Authority/Designee)

---

(Date)

---

(Signature of Employee)

---

(Date)



# Legislative Cover Memo



**Meeting Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-16**  
AMENDING RESOLUTION 2022-08 AND AUTHORIZING  
POSITION TITLES AND THE NUMBER OF POSITIONS FOR  
EACH TITLE FOR CITY OF FRANKLIN AND FRANKLIN  
MUNICIPAL COURT PERSONNEL FOR THE YEAR 2022

**Submitted by:** Cindi Chibis, Human Resource Specialist

**Scope/Description:** This Resolution provides for the re-organization of titles and/or positions and/or creation of new positions.

- Recreation/Event Coordinator position created
- Reduce Full Time Income Tax Clerk from 2 to 1 with an additional Part Time and Season Clerk position.

**Budget Impact:** Recreation/Event Coordinator pay is \$18.00 - \$19.00 /

**Exhibits:** Exhibit A: Position Titles and Number of Positions

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-16

**AMENDING RESOLUTION 2022-08 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT PERSONNEL FOR THE YEAR 2022**

WHEREAS Section 3.03 of the City of Franklin Charter grants this Council the power to fix the number of employees in the various offices, departments, divisions, bureaus, boards and commissions of the City, by ordinance or resolution; and

WHEREAS, Section 1901.33 of the Ohio Revised code provides that the judge of a municipal court may appoint one or more mental health professionals, one or more probation officers, an assignment commissioner, deputy assignment commissioners, and other court aides on a full-time, part-time, hourly, or other basis and one or more typists, stenographers, statistical clerks, and official court reporters; and

WHEREAS, Section 171.04 of the Codified Ordinances of the City of Franklin requires this Council, by ordinance or resolution, to establish a yearly list of position titles and the number of positions that may be filled under each title for each department of the City government; and

WHEREAS, on January 3, 2022 this Council passed Resolution 2022-08 Authorizing position titles for each title for City of Franklin personnel for the Year 2022;

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

Section 1. The attached list, Exhibit A, of position titles and the number of positions to be filled under each title for the year 2022 is hereby authorized and approved, subject to the availability of funds authorized in the Annual Appropriations Ordinance:

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. The changes set forth in this Resolution are effective immediately.

ADOPTED: February 7, 2022

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 February 7, 2022.

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

**City of Franklin**  
**Authorized Position Titles**

R-22-16  
Exhibit A

	<u>Full Time</u>	<u>Part-Time</u>	<u>Seasonal</u>	<u>Volunteer</u>
<b>A. Council:</b>				
Clerk of Council	1	0	0	0
<b>B. Administration:</b>				
City Manager	1	0	0	0
Admin. Assistant to City Manager	1	0	0	0
Secretary to City Manager	0	1	0	0
Human Resources Specialist	1	0	0	0
Seasonal Intern	0	0	4	0
<b>C. Finance Department:</b>				
Finance Director	1	0	0	0
Finance Clerk	0	1	0	0
Payroll Clerk	1	0	0	0
Accounts Payable Clerk	1	0	0	0
<u>Income Tax Division:</u>				
Income Tax Administrator	1	0	0	0
Income Tax Clerk	<del>2</del> 1	<del>0</del> 1	0	0
Seasonal Income Tax Clerk	0	0	<del>1</del> 2	0
<u>Utility Billing Division:</u>				
Utility Billing Administrator	1	0	0	0
Utility Clerk	1	1	0	0
<b>D. Law Department:</b>				
Law Director	0	1 (contractual)		
Prosecutor	0	1	0	0
<b>E. Public Works Department:</b>				
Public Works Director	1	0	0	0
Secretary to Director	1	0	0	0
Custodian	1	0	0	0
Seasonal Labor	0	0	10	0
<u>Parks Division:</u>				
Park Worker/Lead	1	0	0	0
Park Worker	1	0	0	0
<b>Recreation/Event Coordinator</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
Pool Manager	0	0	1	0
Asst. Pool Manager	0	0	1	0
Pool Personnel (including Lifeguards)	0	0	40	0

**City of Franklin**  
**Authorized Position Titles**

R-22-16  
Exhibit A

	<u>Full Time</u>	<u>Part-Time</u>	<u>Seasonal</u>	<u>Volunteer</u>
<u>Stormwater Division:</u>				
Utility Person – Stormwater	2	0	0	0
<u>Streets Division:</u>				
Street Superintendent	1	0	0	0
Utility Person – Street	4	0	0	0
<u>Water Division &amp; Sewer Division:</u>				
Water & Sewer Superintendent	1	0	0	0
Utility Person	7	0	0	0
<u>Water Treatment Division:</u>				
Water Treatment Superintendent	1	0	0	0
<b>F. Safety Department:</b>				
Safety Director	0	0	0	0
Assistant to the Safety Director	0	0	0	0
<u>Fire &amp; EMS Division:</u>				
Chief	1	0	0	0
Secretary to Fire & EMS Division	0	2	0	0
Captain	1	0	0	0
Lieutenant	3	0	0	0
Firefighter	12	0	0	0
Second Lieutenant	0	0	0	9
Volunteer Firefighter	0	0	0	65
<u>Police Division:</u>				
Chief	1	0	0	0
Captain	0	0	0	0
Lieutenant	2	0	0	0
Sergeant	3	0	0	0
Patrol Officer	20	0	0	0
Dispatcher	7	0	0	0
Property Room & Evidence Manager	0	1	0	0
Reserve Officer	0	0	0	12
Reserve Dispatcher	0	0	0	5
<u>Building &amp; Zoning Division:</u>				
City Engineer	1	0	0	0
Zoning Official	0	0	0	0
Code Official	1	0	0	0

**City of Franklin**  
**Authorized Position Titles**

R-22-16  
Exhibit A

	<u>Full Time</u>	<u>Part-Time</u>	<u>Seasonal</u>	<u>Volunteer</u>
<b>G. Boards &amp; Commissions:</b>				
Planning Comm. Secretary	0	1	0	0
Civil Service Comm. Secretary	0	1	0	0
<b>H. Municipal Court:</b>				
Judge	0	1	0	0
Magistrate	1	0	0	0
Chief Bailiff	1	0	0	0
Deputy Bailiff	0	2	0	0
Security Officer	0	1	0	0
Clerk of Courts	1	0	0	0
Court Administrator	1	0	0	0
Chief Deputy Clerk	1	0	0	0
Deputy Clerk	5	1	0	0
Chief Probation Officer	1	0	0	0
Probation Officer II	1	0	0	0
Probation Officer I	1	0	0	0

# Legislative Cover Memo

**Meeting Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-17**  
AMENDING RESOLUTION 2022-09 AND ESTABLISHING THE ORGANIZATIONAL LISTINGS AND PAY RATES FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT OFFICIALS AND EMPLOYEES FOR THE YEAR 2022

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** Resolution 2021-72 is being amended to set the rates of pay for 2022.  
The Recreation and Event Coordinator position is being added.

**Budget Impact:** Recreation and Event Coordinator is a part-time position at \$18.00 - \$19.00/hour

**Exhibits:** Exhibit A: 2022 Payroll Rates

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-17

**AMENDING RESOLUTION 2022-09 AND ESTABLISHING THE ORGANIZATIONAL LISTINGS AND PAY RATES FOR CITY OF FRANKLIN AND FRANKLIN MUNICIPAL COURT OFFICIALS AND EMPLOYEES FOR THE YEAR 2022**

WHEREAS, section 3.03 of the City of Franklin Charter grants this Council the power to fix the number of employees in the various offices, departments, divisions, bureaus, boards and commissions of the City and to fix the rate of their compensation; and

WHEREAS, Section 1901.33 of the Ohio Revised code provides that the judge of a municipal court may appoint one or more interpreters, one or more mental health professionals, one or more probation officers, an assignment commissioner, deputy assignment commissioners, and other court aides on a full-time, part-time, hourly, or other basis. Each appointee shall receive the compensation out of the city treasury that the legislative authority prescribes in either biweekly installments or semimonthly installments, as determined by the payroll administrator and the judge may appoint one or more typists, stenographers, statistical clerks, and official court reporters, each of whom shall be paid the compensation out of the city treasury that the legislative authority prescribes; and

WHEREAS, Resolution 2022-09 established pay rates for City of Franklin Officials and Employees for the year 2022 and now needs amended to include the Court Administrator position and correct errors in the Seasonal Intern pay scale;

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

Section 1. The compensation hereafter provided in Exhibit A shall apply to the listed positions for and during the year 2022.

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 be immediately effective upon passage.

ADOPTED: February 7, 2022.

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 February 7, 2022.

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

Resolution 2022-17

Exhibit A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Council</b>									
Mayor	\$8,500								
Council Member	\$8,000								
Clerk of Council	\$57,784	\$59,518	\$61,310	\$63,155					
Acting Clerk	\$100 (per meeting)								
<b>Administration</b>									
City Manager	\$115,000 (per employment contract)								
Admin. Asst. to City Manager	\$61,304	\$62,530	\$63,781	\$65,057	\$66,358	\$67,685	\$69,039	\$70,420	
Secretary to City Manager	\$37,196	\$37,940	\$38,699	\$39,473	\$40,262	\$41,067	\$41,889	\$42,727	
Secretary to City Manager, P/T	\$17.59	\$18.53	\$19.48	\$21.51	\$22.16				
Human Resources Specialist	\$51,168	\$52,703	\$54,284	\$55,913	\$57,590	\$59,318	\$61,097	\$62,930	
Seasonal Intern (per hour)	Educational Credit Only	\$12.00	\$13.00	\$14.00	\$15.00				
<b>Finance Department</b>									
Finance Director	\$81,746	\$85,425	\$89,270	\$93,287	\$97,485	\$101,872			
Finance Clerk P/T	\$16.26	\$17.12	\$18.00	\$18.54					
<b>Finance Division</b>									
Payroll Clerk		\$20.89	\$22.18	\$23.38					
Accounts Payable Clerk		\$20.89	\$22.18	\$23.38					
<b>Income Tax Division</b>									
Income Tax Administrator	\$54,762	\$56,404	\$57,587	\$58,769	\$59,951	\$61,252	\$62,552	\$63,852	\$65,121
Income Tax Clerk* (per hour)		\$20.89	\$22.18	\$23.38					
Income Tax Clerk, part-time (per hr)	\$17.60	\$18.53	\$19.48	\$21.51					
Income Tax Clerk, seasonal (per hr)	\$16.26	\$16.75	\$17.25	\$17.77					
<b>Utility Billing Division</b>									
Utility Billing Administrator	\$54,762	\$56,404	\$57,587	\$58,769	\$59,951	\$61,252	\$62,552	\$63,852	\$65,121
Utility Clerk* (per hour)		\$20.89	\$22.18	\$23.38					
Utility Clerk, part-time (per hour)	\$17.60	\$18.53	\$19.48	\$21.51					
<b>Law Department</b>									
Law Director	(per employment contract)								
Prosecutor, part-time	\$31,630	(per employment contract)							



Resolution 2022-17

Exhibit A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Public Works Department</b>									
Public Works Director	\$89,616	\$92,304	\$95,073	\$97,925	\$100,863				
Secretary to PW Director	\$38,585	\$39,743	\$41,822	\$44,024	\$46,225				
Custodian* (per hour)		\$17.08	\$18.09	\$19.12					
Seasonal Labor (per hour)	\$11.51	\$12.08	\$12.73	\$13.40					
<b>Parks Division</b>									
Parks Superintendent	(filled by Public Works Director)								
Lead Park Worker* (per hour)	\$24.43	\$25.96	\$27.23	\$28.52					
Park Worker* (per hour)	\$23.60	\$25.11	\$26.38	\$27.64					
<b>Recreation/Events Manager</b>	<b>\$18.00</b>	<b>\$18.50</b>	<b>\$19.00</b>						
Pool Manager		\$5,750	\$6,050	\$8,375					
	\$9.75	(for additional hours of work for swim lessons, pool parties, etc.)							
Assistant Pool Manager		\$4,350	\$4,825	\$6,350					
	\$9.75	(for additional hours of work for swim lessons, pool parties, etc.)							
Concession Manager (per hour)	\$9.80	\$10.00	\$10.25	\$10.50					
Head Lifeguard (per hour)	\$9.80	\$10.00	\$10.25	\$10.50					
Lifeguards (per hour)	\$8.80	\$9.00	\$9.25	\$9.50					
(hourly rate for pool parties)	\$9.00								
Pool Personnel (per hour)	\$8.80	\$9.00	\$9.25	\$9.50					
(hourly rate for opening/closing)	\$9.00								
<b>Stormwater Division</b>									
Stormwater Superintendent	(filled by Public Works Director)								
Utility Person I* (per hour)		\$24.74	\$26.28	\$27.64					
Utility Person II* (per hour)		\$27.93	\$28.67	\$29.20					
Utility Person III* (per hour)		\$29.33	\$30.13	\$30.69					
<b>Street Division</b>									
Street Superintendent		\$70,072	\$73,756	\$77,622					
Utility Person I* (per hour)		\$24.74	\$26.28	\$27.64					
Utility Person II* (per hour)		\$27.93	\$28.67	\$29.20					
Utility Person III* (per hour)		\$29.33	\$30.13	\$30.69					

Resolution 2022-17

Exhibit A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Public Works Department</b>									
Water Division & Sewer Division									
Water & Sewer Superintendent		\$70,072	\$73,756	\$77,622					
Utility Person I*	(per hour)	\$24.74	\$26.28	\$27.64					
Utility Person II*	(per hour)	\$27.93	\$28.67	\$29.20					
Utility Person III*	(per hour)	\$29.33	\$30.13	\$30.69					
Water Treatment Division									
Water Treatment Superintendent		\$70,072	\$73,756	\$77,622					
<b>Safety Department</b>									
Safety Director		(filled by City Manager)							
Building & Zoning Division									
City Engineer		\$84,274	\$86,881	\$89,570	\$94,687	\$97,246			
Zoning Official*	(per hour)	(filled by City Engineer & Fire Lieutenant)							
Code Official*	(per hour)	\$29.71	31.56	33.06					
Property Maintenance		(per employment contract)							
Fire & EMS Division									
Chief		\$94,064	\$96,886	\$99,146	\$101,315	\$104,315	\$107,315	\$110,315	
Division Secretary	(per hour)	\$17.61	\$18.14	\$18.69	\$19.25	\$19.82	\$20.42	\$21.03	\$21.66
									\$22.31
Captain*	(per hour)	\$25.44	\$26.23	\$27.04	\$27.52				
Lieutenant*	(per hour)	\$21.51	\$22.18	\$22.87	\$23.58	\$24.30	\$25.05		
Firefighter-Paramedic*	(per hour)	\$18.91	\$19.20	\$19.49	\$19.77	\$20.07	\$20.38	\$20.67	\$20.99
Firefighter-EMT*	(per hour)	\$16.82	\$17.08	\$17.33	\$17.59	\$17.86	\$18.12	\$18.40	\$18.68
Volunteers:	(per hour)								
Firefighter		\$10.78	\$11.10	\$11.43	\$11.78	\$12.13	\$12.49	\$12.86	\$13.25
EMT		\$11.32	\$11.66	\$12.01	\$12.36	\$12.73	\$13.11	\$13.50	\$13.91
Paramedic		\$12.98	\$13.38	\$13.77	\$14.18	\$14.61	\$15.05	\$15.49	\$15.95
Firefighter/Paramedic		\$17.10	\$17.61	\$18.14	\$18.68	\$19.24	\$19.82	\$20.41	\$21.03
Firefighter/EMT		\$13.91	\$14.33	\$14.77	\$15.21	\$15.67	\$16.13	\$16.62	\$17.12
Second Lieutenant	(additional stipend per hour)				\$0.25	\$0.50	\$0.75	\$1.00	\$1.25
Fire Inspector	(per hour)	\$14.33	\$14.76	\$15.19	\$15.65	\$16.13	\$16.60	\$17.11	\$17.61
								\$18.14	

Resolution 2022-17

Exhibit A

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9

**Safety Department, cont.**

**Police Division**

Chief	\$95,754	\$98,717	\$101,769	\$104,860	\$107,860	\$110,860	\$113,860		
Lieutenant <sup>(d)</sup> (per hour) <b>PROBATION</b>	\$35.90								
Lieutenant <sup>(d)</sup> (per hour)	\$37.78	\$42.94							
Lieutenant* <sup>(e)</sup> (per hour)	\$39.49	\$40.64	\$42.94						
Sergeant* <sup>(d)</sup> (per hour) <b>PROBATION</b>	\$33.32								
Sergeant* <sup>(d)</sup> (per hour)	\$35.08	\$38.34							
Sergeant* <sup>(e)</sup> (per hour)	\$35.26	\$36.28	\$38.34						
Patrol Officer* <sup>(b)</sup> (per hour) <b>PROBATION</b>	\$23.85								
Patrol Officer* <sup>(b)</sup> (per hour)	\$25.28	\$26.79	\$28.35	\$29.82	\$34.23				
Patrol Officer* <sup>(c)</sup> (per hour) <b>PROBATION</b>	\$25.18								
Patrol Officer* <sup>(c)</sup> (per hour)	\$26.44	\$27.77	\$29.15	\$30.62	\$32.14	\$34.23			

**School Resource Officer**

Dispatcher* <sup>(b)</sup> (per hour) <b>PROBATION</b>	\$22.02								
Dispatcher* <sup>(b)</sup> (per hour)	\$23.13	\$24.30	\$27.86						
Dispatcher* <sup>(c)</sup> (per hour) <b>PROBATION</b>	\$23.66								
Dispatcher* <sup>(c)</sup> (per hour)	\$24.61	\$25.59	\$26.61	\$27.86					
Reserve Officer (per hour)	\$12.85	\$13.23	13.63						
Reserve Dispatcher (per hour)	\$12.85								
Property Room & Evidence Manager (per hour)	\$20.00	\$20.50							

**Municipal Court**

Judge <sup>(a)</sup>	\$22,200								
Magistrate	\$91,982	\$94,742	\$97,584	\$100,512	\$103,527				
Chief Bailiff <sup>(a)</sup>				\$29,232					
Deputy Bailiff	\$2,814	\$2,959	\$3,118	\$3,441					
Security Officer (per hour)	\$20.07								
Clerk of Courts <sup>(a)</sup>	\$36,636	\$37,368	\$38,115	\$38,877	\$39,655	\$40,448	\$41,257		
Court Administrator (additional stipend per hour)	\$3.00	\$3.50	\$4.00	\$4.50	\$5.00				
Chief Deputy Clerk	\$52,240	\$53,284	\$54,031	\$55,436	\$56,545	\$57,674			
Deputy Clerk	\$40,620	\$42,762	\$45,018	\$48,305	\$49,754				
Deputy Clerk P/T (per hour)	\$15.00								
Chief Probation Officer	\$61,061	\$62,283	\$63,529	\$64,800	\$66,096	\$67,418	\$68,766		
Probation Officer II	\$51,640	\$52,672	\$53,726	\$54,801	\$55,896	\$57,015	\$58,155		
Probation Officer I	\$44,517	\$45,408	\$46,316	\$47,244	\$48,187	\$49,150	\$50,134		

**Boards & Commissions**

Planning Comm. Secretary	\$75.00 (per meeting)
Civil Service Secretary	\$125.00 (per month; max. \$1500 per yr) \$65.00 (per test, per 15 applicants) \$5.00 (per addtl applicant)

**All wages are shown as annual salaries, unless otherwise noted.**

- (a) Figure represents 3/5ths of total comp.; remaining portion paid directly to employee by Warren County Auditor's Office, as required by the ORC.
- (b) Hired on or before January 1, 2018 \*Indicates Union Position
- (c) Hired after January 1, 2018
- (d) Promoted on or before January 1, 2018
- (e) Promoted after January 1, 2018

# Legislative Cover Memo

**Meeting Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-18**  
ADOPTING THE CITY OF FRANKLIN, OHIO INCOME TAX  
POLICY REGARDING DOCUMENTATION OF REAL PROPERTY  
OCCUPIED UNDER LAND CONTRACT AND TAXATION OF  
LAND CONTRACT PROFITS

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

**Scope/Description:** Where real estate within the City is occupied under land contract, the Finance Department, Income Tax Division has required the owner of the property to file an annual income tax return with the City. If the owner is a resident of the City, the owner must claim profits collected under the contract as earned income in the applicable tax year, subject to the City's income tax ordinances, and identify the buyer/occupant of the property. If the owner is not a resident of the City, the owner is not required to pay income tax to the City on the land contract profits, but is still required to file a return stating the property is under land contract and identifying the buyer/occupant of the property. The Finance Department has received questions from owners of property under land contract in the City regarding their duty to file income tax returns with the City and claim land contract profits as earned income on the return. The Income Tax Policy attached to this Resolution formally states the City's policy with respect to this matter and, if passed by Council, will be provided to individuals in response to questions received by the Finance Department in the future.

**Budget Impact:** None.

**Exhibits:** Exhibit A: Income Tax Policy – Land Contracts

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-18

**ADOPTING THE CITY OF FRANKLIN, OHIO INCOME TAX POLICY  
REGARDING DOCUMENTATION OF REAL PROPERTY OCCUPIED UNDER LAND CONTRACT  
AND TAXATION OF LAND CONTRACT PROFITS**

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution authorizes municipalities to exercise all powers of local self-government, and to enact and enforce local police, sanitary and other regulations that are not in conflict with the general laws of the State;

WHEREAS, the Ohio Revised Code specifically authorizes municipalities to levy a tax on earned income in accordance with the rules and requirements set forth in R.C. Chapter 718;

WHEREAS, Article II of the City of Franklin Charter empowers the City to exercise all powers granted to municipalities under the Constitution and laws of the State of Ohio;

WHEREAS, in accordance with Ohio law and the City's Charter, the City levies a tax on earned income pursuant to rules and regulations set forth in Chapters 751 and 753 of the City of Franklin's Codified Ordinances;

WHEREAS, Chapter 5313 of the Ohio Revised Code defines a "land installment contract" or a "land contract" as an agreement to buy and sell real estate, wherein the buyer agrees to pay the purchase price to the seller in installment payments, while the seller retains legal title to the property until the purchase price is paid in full;

WHEREAS, where a City of Franklin resident owns real property occupied under land contract, the City has historically treated installment payments the resident receives under the contract to be earned income subject to income taxation by the City;

WHEREAS, where real property within the City limits is occupied under land contract, the City has historically required both resident and non-resident owners of the property to provide the City with certain information, on a routine basis, identifying occupants of the property; and

WHEREAS, City Council desires to formally commit to writing and adopt the City's historical policy with respect to documentation of real property occupied under land contract, and occupants of the same, and taxation of land contract profits.

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

Section 1. City Council hereby approves and adopts the policy titled "Income Tax Policy – Land Contracts" in the form attached as an exhibit to this Resolution (the "Policy").

Section 2. The City Finance Department, Income Tax Division shall promulgate and enforce the Policy, under the direction and supervision of the Tax Administrator.

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 occurred 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: February 7, 2022

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 February 7, 2022.

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



# CITY OF FRANKLIN

## FINANCIAL POLICY

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### INCOME TAX POLICY – LAND CONTRACTS

A “land installment contract” or a “land contract” under Ohio law, and for the purposes of this Policy, is an agreement between an owner and a purchaser of real estate under which the owner agrees to convey title to the real estate to the purchaser in exchange for payment of a purchase price paid out in routine installment payments (rather than in one lump sum). The purchaser typically occupies the property while the contract is in place, and the property owner retains legal title to the real estate until the purchase price is fully paid. When the balance of the purchase price is finally paid, the contract terminates and the owner executes a deed conveying legal title to the real estate to the purchaser.

All residents of the City of Franklin are subject to the City’s income taxation ordinances set forth in Chapters 751 and 753 of the City of Franklin’s Codified Ordinances. The City considers installment payments collected under a land contract to be taxable income. Therefore, where a Franklin resident owns real estate subject to a land contract, the payments the resident collects under the contract are considered taxable income and must be claimed as earned income on the resident’s annual income tax return filed with the City. The following information shall be filed along with the tax return: (i) the address of the real estate in the City occupied under land contract; (ii) the name of all occupant(s) of the real estate as of the applicable tax year; and (iii) the property owner’s address of primary residence. For the purposes of this Policy, an “occupant” of real estate shall mean any natural person over eighteen (18) years of age, corporation and/or business occupying the real estate.

If the owner of real estate occupied under land contract in the City is not a resident of the City of Franklin (*i.e.* the owner’s primary residence is located outside of the City limits), payments collected by the owner under the contract shall not be subject to income taxation by the City. However, the owner shall still be required to file an annual income tax return with the City setting forth the following information: (i) the address of the real estate in the City occupied under land contract; (ii) the name of all occupant(s) of the real estate as of the applicable tax year; and (ii) the property owner’s address of primary residence.

The City considers any occupant of real estate under land contract to be a “tenant” of the property for the purposes of Ordinance 751.16. Thus, owners of real estate within the City occupied under land contract must submit documentation to the City Income Tax Administrator identifying the occupant(s) of the real estate in accordance with the following requirements set forth in Ordinance 751.16:

- Within thirty (30) days after a tenant occupies the property, the owner shall file with the Administrator a written report identifying each occupant of the property by name and address, and the date on which his/her tenancy began.
- Within thirty (30) days after a tenant vacates the property, the owner shall file with the Administrator a written report identifying each former occupant of the property by name and address, and the date on which his/her tenancy concluded.



# Legislative Cover Memo

**Effective Date:** February 7, 2022

**Agenda Item:** **Resolution 2022-19**  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF CERTAIN BODY WORN CAMERA EQUIPMENT AND RELATED SERVICES FOR USE BY THE CITY OF FRANKLIN DIVISION OF POLICE

**Submitted by:** Adam Colon, Police Chief

**Scope/Description:** The Resolution seeks authorization from City Council to purchase a number of body worn cameras from Axon Enterprise, Inc., to be worn by Franklin police officers in the line of duty. Axon body cameras have unique features and capabilities the City desires for its police body cameras.

**Budgetary Impact:** If approved by Council, the Agreement would extend for 5 years at a total contract price of \$198,207.99, payable in annual amounts of approximately \$39,641.60. The first annual installment payment is expected to be due this year in mid-April. There are sufficient funds available in the General Fund to cover the 2022 installment payment.

**Exhibits:** Exhibit A: Axon Master Services and Purchasing Agreement

**Recommendation:** Staff recommends approval of this Resolution.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-19

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC.  
FOR THE PURCHASE OF CERTAIN BODY WORN CAMERA EQUIPMENT  
AND RELATED SERVICES FOR USE BY THE CITY OF FRANKLIN DIVISION OF POLICE**

WHEREAS, the Governor of the State of Ohio has recognized that “[b]ody cameras are beneficial for peace officers and the public because they act as impartial eyes on events as they transpire”;

WHEREAS, City Council desires to obtain body worn cameras to be worn by City of Franklin Division of Police Officers in the line of duty;

WHEREAS, Axon Enterprises, Inc. (“Axon”) has been identified as an experienced, qualified vendor of body worn cameras with the features and functionality the City desires; and

WHEREAS, City Council desires to contract with Axon for the purchase of certain body worn cameras and related services, for use by the Division of Police.

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 Master Services and Purchasing Agreement between the City of Franklin and Axon Enterprise, Inc., in substantially the same form as Exhibit A attached to this Resolution (the “Agreement”).

Section 2. The first annual installment payment under the Agreement of approximately \$39,641.60 shall be paid from funds currently available in the General Fund, appropriated by this Council in the City’s 2022 operating budget.

Section 3. The City Manager is further authorized to execute any other documents as may be necessary to effectuate the terms of the 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: February 7, 2022

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 February 7, 2022.

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



## Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

### 1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

**7** **Warranty.**

**7.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

**7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

**8** **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9** **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.



- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**19 General.**

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Master Services and Purchasing Agreement

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### Axon Cloud Services Terms of Use Appendix

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**1**     **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**2**     **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

**3**     **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

**4**     **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**5**     **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.  
  
Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

## Master Services and Purchasing Agreement

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Master Services and Purchasing Agreement

### Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

#### 1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

**1.1.2. Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

**1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



## Master Services and Purchasing Agreement

### Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

#### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the



## Master Services and Purchasing Agreement

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Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.





## Master Services and Purchasing Agreement

### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.





## Master Services and Purchasing Agreement

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### Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



## Master Services and Purchasing Agreement

### Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
  - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



## Master Services and Purchasing Agreement

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



## Master Services and Purchasing Agreement

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### Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



## Master Services and Purchasing Agreement

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### Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

## Legislative Cover Memo

**Introduction:** February 7, 2022

**Public Hearing:** March 7, 2022

**Effective Date:** April 6, 2022

**Agenda Item:** **Ordinance 2022-06**  
AMENDING CHAPTERS 911 and 919 OF THE CODIFIED ORDINANCES OF THE CITY OF FRANKLIN, OHIO, RESPECTIVELY CAPTIONED “WATER SERVICE” AND “SEWER RENTAL”

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** This Ordinance amends the City’s water and sewer utility billing provisions to correct water and sewer service account deposit requirements and liability for unpaid water service bills.

**Exhibits:** Exhibit A: Sections 911.10 and 919.05

**Vote Required for Passage:** Per Section 4.03 of the City’s Charter, the passage of this Ordinance requires the affirmative vote of a majority of Council members present.

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-06

**AMENDING CHAPTERS 911 and 919 OF THE CODIFIED ORDINANCES OF THE CITY OF FRANKLIN, OHIO,  
RESPECTIVELY CAPTIONED "WATER SERVICE" AND "SEWER RENTAL"**

WHEREAS, Chapters 911 and 919 of the Codified Ordinances of the City of Franklin set forth the City's water and sewer utility service account billing procedures and deposit requirements, penalties for unpaid bills, and liability provisions with respect to delinquent water and sewer service accounts;

WHEREAS, the City of Franklin Council desires to amend Sections 911.09 and 911.10 of the City's Codified Ordinances to correct water service billing procedures, deposit requirements, and personal liability for delinquent water service accounts in the context of leased premises;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. Section 911.10 and Section 919.05 of the City's Codified Ordinances is hereby amended as set forth in Exhibit A, attached hereto.

Section 2. All ordinances or parts of ordinances that conflict with this Ordinance are hereby repealed.

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 occurred 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.

INTRODUCED: February 7, 2022

ADOPTED: March 7, 2022

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 2022-06 passed by that body on March 7, 2022.

APPROVED AS TO FORM

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

\_\_\_\_\_  
Ben Yoder, Law Director

### 911.10 Service Application And Deposit Requirements

- (a) Service Application: Application for water service shall be made by the record title owner of the property or a tenant of leased premises on the property. Prior to service being rendered, the below-listed items shall be complied with:
- (1) The owner or tenant of the premises, as applicable, shall sign a service agreement, stating he or she is responsible for payment of all water services rendered to the premises.
  - (2) If a tenant of the premises signs a service agreement providing he or she is primarily responsible for payment of water utility services to the premises, water utility bills shall be sent directly to the tenant. The tenant shall also deposit with the Utility Billing Administrator a fee to assure payment for water service according to the following schedule of deposit fees:
    - (A) \$100.00 per dwelling unit in the case of residential property.
    - (B) \$100.00 for each +,333 cubic feet, as measured by the water meter, estimated to be used in a one-month period, in the case of all property other than residential property.
- The owner of the leased premises shall also be liable for water service charges in the event of nonpayment by the tenant. The owner shall have the option of submitting an additional deposit with the Utility Billing Administrator, according to the above schedule of deposit fees, for the purpose of assuring payment for water service to the leased premises.
- (3) The required service agreement and any security deposits shall be received by the Utility Billing Administrator before service shall be provided.
- (b) Security Deposits.
- (1) (1) Depositors whose accounts, including relocations within the City, were opened after January 1, 1980, that have not been charged for delinquencies or late payments for eight consecutive quarters (2 years) shall receive, upon request, a refund equal to the full amount of the water security deposit made. Depositors who fulfill the requirements of receiving a refund of their water security deposit shall not be required to make an additional deposit should they relocate within the City limits. The City may, in its discretion, require the depositor to submit a water security deposit in the event the depositor subsequently fails to timely pay any water service bill.
  - (2) All security deposits required under this Section shall be placed in a separate fund and used for no other purpose than to offset any unpaid bills. Upon cessation of water services, any unpaid amounts may be deducted from the security deposit before the balance is returned to the depositor. The depositor



shall receive no interest on the deposit.

- (3) If water service is discontinued under Section 911.09, the security deposit(s) may be applied to the delinquency.
  - (4) The posting of a deposit and the use of the deposit to offset unpaid amounts shall not relieve the depositor of liability for amounts due in excess of the security deposit. In the event the security deposit does not satisfy a delinquent account in full, the owner of the property, and the tenant of the leased premises, if applicable, shall be responsible for payment of the remaining outstanding debt.
  - (5) In the case of a delinquent account serving leased premises for which both the owner and tenant have submitted water security deposits, the City retains the right to draw from either, or both, of the deposits made by the owner and the tenant.
- (c) Liability for Unpaid Service: The owner of the property at the time water utility bills were incurred, any tenant of the leased premises responsible for incurring water utility bills, and any subsequent individual(s) who take ownership of the property while any water utility bills remain delinquent and outstanding shall be jointly and severally liable to the City for unpaid charges made for such outstanding services charges, in accordance with Section 911.09.

(Ord. 1984-37. Passed 9-17-84; Ord. 2000-61. Passed 1-15-01; Ord. 2010-10. Passed 4-19-10; Ord. 2017-26. Passed 11-20-17.)

#### 919.05 Service Application And Deposit Requirements

- (a) Service Application. Application for sewer service shall be made by the record title owner of the property or a tenant of leased premises on the property. Prior to service being rendered, the below-listed items shall be complied with.
- (1) The owner or tenant of the premises, as applicable, shall sign a service agreement, stating he or she is responsible for payment of all sewer services rendered to the premises.
  - (2) If a tenant of the premises signs a service agreement providing he or she is primarily responsible for payment of sewer utility services to the premises, sewer utility bills shall be sent directly to the tenant. The tenant shall also deposit with the Utility Billing Administrator a fee to assure payment for water service according to the following schedule of deposit fees
    - (A) \$100.00 per dwelling unit in the case of residential property..
    - (B) \$100.00 for each ~~1~~,333 cubic feet, as measured by the water meter,

estimated to be used in a one-month period, in the case of all property other than residential property.

The owner of the leased premises shall also be liable for sewer service charges in the event of nonpayment by the tenant. The owner shall have the option of submitting an additional deposit with the Utility Billing Administrator, according to the above schedule of deposit fees, for the purpose of assuring payment for sewer service to the leased premises

- (3) The required service agreement and any security deposits shall be received by the Utility Billing Administrator before service shall be provided.

(b) Security Deposits:

- (1) Depositors whose accounts, including relocations within the City, were opened after January 1, 1980, that have not been charged for delinquencies or late payments for eight consecutive quarters (2 years) shall receive, upon request, a refund equal to the full amount of the sewer security deposit. The City may, in its discretion, require the depositor to submit a sewer security deposit in the event the depositor subsequently fails to timely pay any water service bill.
- (2) All security deposits required under this section shall be placed in a separate fund and used for no other purpose than to offset any unpaid bills, or returned to the depositor upon cessation of services, after deduction of any unpaid balance. The depositor shall receive no interest on the deposit
- (3) If sewer service is discontinued under Section 919.04, the security deposit(s) may be applied to the delinquency
- (4) The posting of a deposit and the use of the deposit to offset unpaid amounts shall not relieve the depositor of liability for amounts due in excess of the security deposit. In the event the security deposit does not satisfy a delinquent account in full, the owner of the property, and the tenant of the leased premises, if applicable, shall be responsible for payment of the remaining outstanding debt

- (c) Liability for Unpaid Service: The owner of the property at the time sewer utility bills were incurred, any tenant of the leased premises responsible for incurring sewer utility bills, and any subsequent individual(s) who take ownership of the property while any sewer utility bills remain delinquent and outstanding shall be jointly and severally liable to the City for unpaid charges made for such outstanding services charges, in accordance with Section 919.03.

(Ord. 1980-41. Passed 11-3-80; Ord. 1984-38. Passed 9-17-84; Ord. 2000-62. Passed 1-15-01; Ord. 2008-08. Passed 3-3-08; Ord. 2017-26. Passed 11-20-17.)

# Legislative Cover Memo



**Introduction:** February 7, 2022

**Public Hearing:** March 7, 2022

**Effective Date:** April 6, 2022

**Agenda Item:** **Ordinance 2022-07**  
PROHIBITING MEDICAL MARIJUANA CULTIVATORS,  
PROCESSORS AND RETAIL DISPENSARIES WITHIN  
THE CITY OF FRANKLIN, OHIO

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** The City of Franklin currently has a moratorium in effect on the establishment or commencement of medical marijuana cultivators, processors and retail dispensaries within the City limits (set to expire on June 1, 2022). The purpose of the moratorium was to give the City time to study data and receive input from the City's new public safety department heads on the potential impact of these types of medical marijuana businesses on the community. Based on the information and input collected, the City has determined it's in the best interests of the Franklin community to prohibit medical marijuana cultivation, processing and retail activities in the City.

**Exhibits:** None.

**Vote Required for Passage:** Per Section 4.03 of the City's Charter, the passage of this Ordinance requires the affirmative vote of a majority of Council members present.

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-07

**PROHIBITING MEDICAL MARIJUANA CULTIVATORS, PROCESSORS  
AND RETAIL DISPENSARIES WITHIN THE CITY OF FRANKLIN, OHIO**

WHEREAS, the Ohio General Assembly, by the passage of House Bill 523, made medical marijuana legal in the State of Ohio and established the Ohio Medical Marijuana Control Program (the “Program”), codified in Ohio Revised Code Chapter 3796;

WHEREAS, R.C. 3796.29 empowers the legislative authority of a municipal corporation to regulate medical marijuana activities within the municipal corporation by prohibiting, or limiting the number of, medical marijuana cultivators, processors, or retail dispensaries licensed in the State of Ohio;

WHEREAS, City Council enacted a 180-day moratorium on the establishment or commencement of medical marijuana cultivators, processors and retail dispensaries within the City of Franklin’s municipal boundaries through the passage of Ordinance 2021-27 on November 15, 2021;

WHEREAS, the purpose of the moratorium was to allow the City time to study data and receive input from the City’s newly appointed public safety leadership on the potential impact of medical marijuana cultivation, processing and retail dispensary activities on the Franklin community;

WHEREAS, based on the City’s review of data and other information, and collection of input from the City’s public safety leadership, regarding the potential impact of medical marijuana activities on the Franklin community, Council has determined that permitting medical marijuana cultivation, processing and retail dispensary activities within the City limits would have a negative impact on the community; and

WHEREAS, Council finds it to be in the best interests of the health, safety and general welfare of the citizens of Franklin to prohibit medical marijuana cultivation, processing and retail dispensary activities within the City limits.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. Medical marijuana cultivators, processors and retail dispensaries, including but not limited to those licensed under R.C. Chapter 3796, are hereby prohibited within the corporate territory of the City of Franklin, Ohio.

Section 2. No provision set forth in the Codified Ordinances of the City of Franklin shall be interpreted as permitting (conditionally or as of right) any medical marijuana cultivation, processing or retail dispensary activities or uses within the City limits.

Section 3. This Ordinance shall not be interpreted as prohibiting or limiting research related to marijuana conducted at a state university, academic medical center, or private research and development organization as part of a research protocol approved by an institutional review board or equivalent entity.

Section 4. 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 occurred 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 Ordinance shall go into effect on April 6, 2022.

INTRODUCED: February 7, 2022

ADOPTED: March 7, 2022

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 2022-07 passed by that body on March 7, 2022.

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

APPROVED AS TO FORM:

\_\_\_\_\_ Ben Yoder, Law Director

# Legislative Cover Memo

**Introduction:** February 7, 2022  
**Public Hearing:** March 7, 2022  
**Effective Date:** April 6, 2022

**Agenda Item:** **Ordinance 2022-08**  
EXTENDING THE DEVELOPMENT MORATORIUM ON NEW  
COMMERCIAL DEVELOPMENT WITHIN THE DOWNTOWN  
REVITALIZATION AREA FOR AN ADDITIONAL 180 DAYS

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** If Council passes emergency Ordinance 2022-05, extending the current development moratorium on commercial development within the Downtown Revitalization Area for an additional 180 days, this Ordinance ensures the moratorium continues for the entirety of the 180-day moratorium period contemplated by the Emergency Ordinance.

**Exhibits:** Exhibit A: Downtown Revitalization Area Map

**Vote Required for Passage:** Per Section 4.03 of the City's Charter, passage of this Ordinance requires a majority vote of the members of Council who are present.

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
ORDINANCE 2022-08

**EXTENDING THE DEVELOPMENT MORATORIUM ON NEW COMMERCIAL DEVELOPMENT  
WITHIN THE DOWNTOWN REVITALIZATION AREA FOR AN ADDITIONAL 180 DAYS**

WHEREAS, Ohio Revised Code Chapter 713 authorizes the City of Franklin, Ohio to regulate zoning and land use of real property located within its territorial boundaries to promote the public health, safety, convenience, comfort, prosperity, or general welfare;

WHEREAS, in conformance with, and furtherance of Ohio Revised Code Chapter 713, Franklin City Council adopted the City's Comprehensive Plan, Unified Development Code ("UDO) and Zoning Map;

WHEREAS, following new construction projects and other development opportunities in the City in 2021, City Council commissioned a Downtown Revitalization Study to evaluate potential public roadway, building façade, and land use improvements that may be warranted in the downtown areas described in the attached Exhibit A (the "Downtown Revitalization Area");

WHEREAS, on August 16, 2021, City Council passed Ordinance 2021-24, establishing a 180-day development moratorium on new commercial development within the Downtown Revitalization Area to allow the City time to evaluate the types of public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area, and potentially adopt amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate such improvements and uses;

WHEREAS, the current development moratorium is set to expire on March 4, 2022;

WHEREAS, the City's evaluation of, and discussions about, public infrastructure, building improvements and land uses best-suited for the Downtown Revitalization Area, and potential amendments to the City's Comprehensive Plan, Uniform Development Code and Zoning Map to facilitate the same, are ongoing, and the City requires additional time to fulfill the purposes of the current development moratorium; and

WHEREAS, given the importance of the Downtown Revitalization Area to the City's future public convenience, comfort, prosperity and general welfare, City Council finds it necessary to extend the current moratorium on new commercial development in the Downtown Revitalization Area for an additional 180 days following the original March 4, 2022 expiration date of the moratorium.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FRANKLIN, WARREN COUNTY, OHIO THAT:

Section 1. The current development moratorium on new commercial development within the Downtown Revitalization Area enacted through Ordinance 2021-24, effective on September 5, 2021 and set to expire on March 4, 2022, is hereby extended for an additional 180 days following its original expiration date. The new moratorium expiration date shall, therefore, be August 21, 2022.

Section 2. During the moratorium, City staff shall be prohibited from accepting applications for major subdivisions, major site plans, planned unit developments and Zoning Map amendments for new commercial developments within the Downtown Revitalization Area.

Section 3. This moratorium shall not apply to applications for minor subdivisions, minor site plans, conditional uses, or variances involving existing commercial developments in the Downtown Revitalization Area; or those persons having a vested interest in new commercial development with the Downtown Revitalization Area, with “vested interest” defined to mean an approved or pending application for a major subdivision, major site plan, planned unit development, or Zoning Map amendment for new commercial development within the Downtown Revitalization Area.

Section 4. City staff engaged in studying the Downtown Revitalization Area in furtherance of the purposes of this moratorium shall keep Council apprised of their progress throughout the moratorium period towards determining appropriate public infrastructure, building improvements and land uses for the Downtown Revitalization Area, and the potential need for amendments to the City’s Comprehensive Plan, UDO and Zoning Map to facilitate the same. Council reserves the right to terminate the moratorium prior to the new August 21, 2022 expiration date if Council determines, in its sole discretion, that the purposes for the moratorium have been fulfilled.

Section 5. It is found that all formal actions of this Council concerning and relating to the adoption of this Emergency Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred 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 6. This Ordinance shall go into effect on April 6, 2022 (30 days after its adoption).

ADOPTED: March 7, 2022

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

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

CERTIFICATE

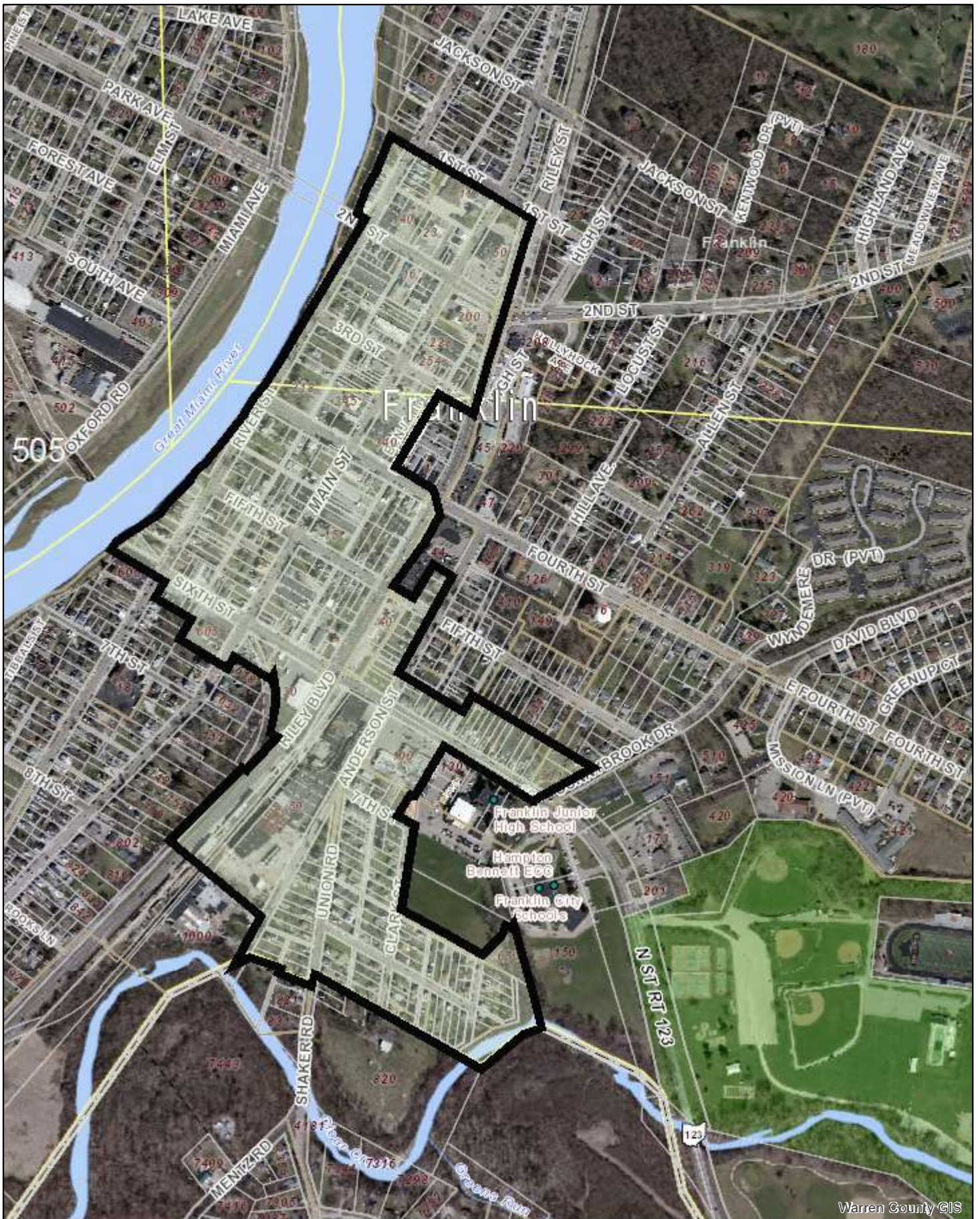
I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2022-08 passed by that body on March 7, 2022.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ben Yoder, Law Director





Date: 7/27/2021

<p><b>Cadastral Lines</b></p> <ul style="list-style-type: none"> <li>Corporate Line</li> <li>County Line</li> <li>Farm Lot Line</li> <li>Auditors Tract Line</li> <li>Civil Township Line</li> <li>Parcel Line</li> <li>ROW Unknown Width Line</li> <li>Road ROW</li> <li>School Line</li> <li>Subdivision Lot Line</li> <li>Township and Range Line</li> <li>Tract Line</li> <li>VMS Line</li> <li>Waste Road Line</li> </ul> <p><b>Line Type</b></p> <ul style="list-style-type: none"> <li>Other values</li> <li>Overpass Line</li> <li>Subvision Unit Line</li> <li>Section Line</li> <li>Hardware</li> <li>Subvision Lot Line</li> <li>Township and Range Line</li> <li>Tract Line</li> <li>VMS Line</li> <li>Waste Road Line</li> </ul>	<p><b>Exhibit A</b></p> <p>The provider makes no warranty or representation with respect to its information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.</p>	<p>1 inch = 600 feet</p>
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CITY OF FRANKLIN, OHIO  
RESOLUTION 2022-20

**APPOINTING COUNCIL MEMBERS AND MEMBERS-AT-LARGE TO CERTAIN DULY AUTHORIZED  
BOARDS AND COMMISSIONS OF THE CITY OF FRANKLIN, OHIO AND TO OTHER REGIONAL  
BOARDS AND COMMISSIONS**

WHEREAS, in accordance with the City Charter, the City's Ordinances and Ohio law, Council must appoint members to various Boards and Commissions; and

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 following member of Council is hereby appointed to the City of Franklin Planning Commission for a one (1) year term, January 1, 2022 to December 31, 2022:

Paul Ruppert

Section 2. The following person is hereby appointed to the Planning Commission for a four (4) year term, ending December 31, 2025:

Christine Pirot

Section 3. The following person is hereby appointed to the Board of Zoning, Building & Housing Appeals for a four (4) year term, ending December 31, 2025:

Elizabeth Townsley

Section 4. The following person is hereby appointed to the Civil Service Commission for a six (6) year term, January 1, 2022, to December 31, 2027:

Brian Graves

Section 5. The following persons are hereby appointed to the Parks and Recreation Board for a four (4) year term ending December 31, 2025:

Bill Ray Osborn

Chris Saporito

Section 6. The following person is hereby appointed to the City of Franklin Parks and Recreation Commission for a four (4) year term, January 1, 2020, to December 31, 2023 and one appointed to fulfill the remainder of Ms. Stivers term, said term ending December 31, 2023:

Rodney Roberts

Shane Centers, remainder of Ms. Stivers term, expiring December 31, 2023.

Section 7. The following member of Council and his or her alternate are hereby appointed to the Miami Valley Regional Planning Commission (MVRPC) for a one (1) year term, January 1, 2022, to December 31, 2022:

Brent Centers

Jonathan Westendorf, Alternate

Section 8. The following person and his or her alternate are hereby appointed to the Miami Valley Regional Planning Commission Technical Advisory Committee (MVRPC-TAC) for a one (1) year term, January 1, 2022, to December 31, 2022:

Jonathan Westendorf

Barry Conway, Alternate

Section 9. The following person and his or her alternate are hereby appointed to the Warren County Regional Planning Commission (WCRPC) for a one (1) year term, April 1, 2022, to March 31, 2023:

Jonathan Westendorf

Barry Conway, Alternate

Barry Conway

Brent Centers, Alternate

Denny Centers

Paul Ruppert, Alternate

Section 10. The following person is hereby appointed to the Warren County Board of Health for a one (1) year term, January 1, 2022, to December 31, 2022:

Adam McClanahan

Section 11. The following person is hereby appointed to Special Events Committee to fulfill the remainder of Ms. Roberts' term, said term ending December 31, 2022

Jill Wright

Section 12. The following persons are hereby appointed to the Firing Range Committee:

Jonathan Westendorf, City Manager

Adam Colon, Chief of Police

Chris Keane, Police Department Member

Bob Rockwood, Citizen

Section 13. The Board and Commission members herein appointed shall serve their appointed terms and shall continue in office until their successors are appointed. In the event any member is unable to complete his or her term, the designated alternate, if any, shall serve out the remainder of the term and shall continue in office until his or her successor is appointed.

Section 14. 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 15. This Resolution shall become effective immediately upon its passage.

ADOPTED: February 7, 2022

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 2022-20 passed by that body on February 7, 2022.

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