



CITY COUNCIL MEETING

Monday, March 18, 2024 at 6:00 PM

1 Benjamin Franklin Way Franklin, Ohio 45005

www.FranklinOhio.org

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
 - A. [March 4, 2024](#)
5. PRESENTATIONS
 - A. Warren County Sheriff's Office Yearly Report (Sheriff Sims)
6. EXECUTIVE SESSION
 - A. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment pursuant to ORC 121.22 (G)(4).
7. RECEPTION OF VISITORS
8. PUBLIC HEARING
 - A. **ORDINANCE 2024-02** AMENDING SECTIONS 1103.01, 1107.07, AND 1115.10 OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE (Jonathan Westendorf)
 - a. Exhibit A: Sections 1103.01 and 1107.07 of the UDO
 - b. Exhibit B: Section 1115.10 of the UDO
9. NEW BUSINESS
 - A. **RESOLUTION 2024-19** ADOPTING A POSITION DESCRIPTION FOR ADMINISTRATIVE ASSISTANT FOR FIRE & EMS (Cindi Chibis)
 - a. Exhibit A: Administrative Assistant for Fire & EMS Position Description
 - B. **RESOLUTION 2024-20** DECLARING THE NECESSITY OF IMPROVING CITY STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2025 (Khristi Dunn)
 - C. **RESOLUTION 2024-21** AUTHORIZING THE SALE TO RILEY REAL ESTATE, LLC OF CERTAIN CITY-OWNED REAL PROPERTY, MORE PARTICULARLY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL NOS. 0431138025, 0431138024, 0431138026, 0431138022, 0431138027, 0431138018, AND 0431138017 (Karisa Steed)
 - a. Exhibit A: Purchase, Sale, and Development Agreement
 - b. Exhibit B: Plat of Survey

10. INTRODUCTION OF NEW LEGISLATION

- A. ORDINANCE 2024-03** AN ORDINANCE TO VACATE A PORTION OF SOUTH AVENUE FROM CEDAR STREET TO THE NORFOLK SOUTHERN RAILROAD PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.04 AND MAINTAINING A PERMANENT PUBLIC UTILITY EASEMENT THROUGH SAID VACATED RIGHT-OF-WAY PURSUANT TO ORC 723.041 (Barry Conway)

 - a. Exhibit A: Legal description and survey of right-of-way proposed for vacation.

- B. ORDINANCE 2024-04** AN ORDINANCE TO VACATE A FIFTEEN (15) FOOT ALLEY PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.04 (Barry Conway)

 - a. Exhibit A: Legal description and survey of right-of-way proposed for vacation

- C. ORDINANCE 2024-05** APPROVING THE RECORD PLAN FOR K.O. STORAGE THAT INCLUDES THE RIGHT OF WAY DEDICATION OF NORTH DIXIE HIGHWAY/NORTH MAIN STREET (Barry Conway)

 - a. Exhibit A: Record Plan

11. CITY MANAGER'S REPORT

12. COUNCIL COMMENTS

13. ADJOURNMENT



CITY COUNCIL MEETING

Monday, March 04, 2024 at 6:00 PM

1 Benjamin Franklin Way Franklin, Ohio 45005

www.FranklinOhio.org

CLERK'S JOURNAL

1. CALL TO ORDER

Mayor Centers called the meeting to order at 6:00PM.

2. ROLL CALL

- PRESENT
- D. Denny Centers
- Paul Ruppert
- Vice Mayor Todd Hall
- Mayor Brent Centers
- Michael Aldridge
- Debbie Fouts
- Matt Wilcher

Mr. Westendorf, Ms. Sherman, Ms. Trice, Ms. Dunn, Chief Stitzel, Ms. Steed, Captain Pacifico, Mr. Inman, Mr. Miller, Mr. Conway, Ms. Chibis, and approximately 10 guests were also in attendance.

3. PLEDGE OF ALLEGIANCE

Mayor Centers led the pledge of allegiance.

4. APPROVE THE CLERK'S JOURNAL AND ACCEPT THE TAPES AS THE OFFICIAL MINUTES

- A. February 5, 2024
 - Motion made by Vice Mayor Hall, Seconded by Wilcher.
 - Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Aldridge, Fouts, Wilcher
 - Voting Abstaining: Mayor Centers
 - Motion passed.
- B. February 24, 2024
 - Motion made by D. Centers, Seconded by Aldridge.
 - Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts
 - Voting Abstaining: Wilcher
 - Motion passed.

5. PRESENTATIONS

- A. Recognizing Dr. Gebhart for Years of Service as Medical Director

Mr. Westendorf and Chief Stitzel thanked Dr. Gebhardt for his years of service, including establishing EMS service, in the City of Franklin.

B. Franklin City Schools Levy

Dr. Michael Sander thanked everyone for attending the dedication of the new high school building the previous Saturday. He asked for an endorsement from the City of Franklin for the upcoming levy on the March 19 ballot. In order to provide services as they are provided today, the levy would need to pass.

Motion to endorse the Franklin City Schools Levy made by Vice Mayor Hall, Seconded by D. Centers. Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher Motion passed.

C. Warren County Drug Task Force Annual Report

Major Arrasmith with the Warren County Drug Task Force distributed the annual report and provided an overview of operations in 2023. He reported that a multijurisdictional task force is the best way to target drug trafficking offenses. He thanked Council and staff for their support of the Force.

Mayor Centers asked if digital currency has factored into drug trafficking. Major reported that he has not seen this yet in Warren County.

D. Public Works Update

Mr. Inman gave an update on the 2023 operations of the Public Works Department and outlined projects for 2024. Information was given on Water Treatment and Distribution, Sewer Collection, Stormwater, Streets and Parks. Projects in 2024 include the Downtown Streetscape project, paving Second Street from Deardoff to River Street, and installation of solar panels at the water plant and Public Works buildings.

E. Committee Reports

Mr. Aldridge gave an update from the Economic Development & Planning Committee meeting that was held on February 26. The Committee received an overview of the Reinvent Franklin 2040 Comprehensive Plan from the Warren County Regional Planning Commission. The presentation will be taken to Planning Commission in March. In April they will revisit and provide feedback. Upon any recommendations, changes, or approval, it will move to Council for approval and adoption.

Staff introduced a Historic District Proposal. This would put protections back in place for a smaller area on the West Side of the bridge. The Secretary of the Interior's Standards for Rehabilitation would apply to this district.

Staff is working with McBride Dale Clairon to update fees within the Code. Planning Commission asked that the fees be brought back to them for updates after changes were made last year. Staff will provide an update once the fees are taken to Planning Commission.

There was a Safety Committee meeting held earlier that evening. Mayor Centers gave his update with each piece of corresponding legislation.

6. RECEPTION OF VISITORS

Mayor Centers opened the Reception of Visitors at 6:48pm.

Eric Grassman, owner of Valley Laundry, located at 522 S Main Street asked to be heard. His business is in the middle of the Main Street Streetscape project. His long-term plan is to move to a different location and would like to stay in Franklin. He feels his business is a valuable part of Franklin and would like to be recognized as such. He would like more communication about the streetscape project. The Mayor replied that Mr. Westendorf is meeting with business owners weekly, and said he would join him more often in those meetings.

Teresa Barnett of 5143 Spring Drive asked to be heard. Her home is located in view of the new Sheetz development. She is frustrated and angry after seeing that so much of the ground has been removed where a screening fence and landscape is planned. She does not feel the fence will be adequate with the ground being lowered. Mr. Westendorf and Assistant Law Director Ms. Sherman said that once the fence is constructed, the screening could be evaluated.

The Mayor closed the reception of visitors at 7:16pm

7. PUBLIC HEARING

A. ORDINANCE 2024-01 AMENDING CHAPTER 935 OF THE CITY OF FRANKLIN CODIFIED ORDINANCES

This Ordinance amends various provisions of Chapter 935 (Parks) to allow dogs in the City’s public parks, and set forth rules and conditions for people bringing dogs into the parks. The Council Parks and Recreation Committee as well as the Parks and Recreation Commission recommend bringing this legislation to Council for consideration.

Council shared concerns about how the leash requirements would be enforced. Mr. Westendorf replied that the Parks staff does a good job of monitoring the parks and can call the police as needed.

The Mayor opened the public hearing at 7:21PM.

Kendra Parker of 107 West Bryant Ave asked to be heard. She reported that Springboro is enforcing leash requirements at Hazelwood Park, which connects to Community Park. She spoke in favor of the Ordinance and said that signage would be beneficial in enforcing requirements. Mr. D. Centers agreed and said that a warning of fines should be listed.

The Mayor closed the public hearing at 7:24PM.

Motion made by Vice Mayor Hall, Seconded by Fouts.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher

Motion passed.

8. NEW BUSINESS

A. RESOLUTION 2024-10 AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH EVANS LANDSCAPING FOR THE SPRINGBORO FRANKLIN GATEWAY IMPLEMENTATION PROJECT

The Engineer’s estimated cost for the Project was \$260,000.00. The project includes the installation of street trees and landscaping on SR 73 at the I-75 Interchange.

On February 27, 2024, the City of Franklin in conjunction with the City of Springboro opened bids for this project, the bids for the Franklin part of the project were as follows

Bidder	Total Bid
Evans Landscaping	\$149,710.00
O’Heil	\$251,350.00

The Springboro Franklin Gateway Implementation Project will be taken out of the Capital Improvement Fund. The City will also accept an add alternate 12 month contractor provided maintenance program for an additional \$47,500.00. Staff recommends that we accept the bid in the amount of \$149,710.00 and the additional \$47,500.00 12 month maintenance program from Evans Landscaping, as the lowest and best bid.

Motion made by Wilcher, Seconded by Fouts.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

B. RESOLUTION 2024-11 AUTHORIZING THE CITY MANAGER TO SUBMIT A CLEAN OHIO TRAILS FUND GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES ON BEHALF OF THE CITY OF FRANKLIN

This Resolution authorizes the City Manager to apply for a Clean Ohio Trail Fund Grant to construct part of the Great-Little Connector Trail (formerly referred to as the Clearcreek bike path) along Sixth Street (SR 123) from Franklin Community Park to the Great Miami River Bike Path within the City. The Engineer’s estimate for the project is \$625,000.00. The City will be applying for \$468,750.00 through the Clean Ohio Trail Fund. This would be a reimbursement type grant where the city would pay for the project and be reimbursed by the Clean Ohio Trail Fund.

Motion made by D. Centers, Seconded by Vice Mayor Hall.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

C. RESOLUTION 2024-12 ENACTING THE FINAL LEGISLATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO COMPLETE THE ROUNDABOUT PROJECT ON SR 123 AT COMMUNITY PARK

This Resolution is the final legislation required by ODOT for the construction of a roundabout at the intersection of S.R. 123 and Community Park Drive / High School Drive (PID No. 110740). The project consists of pavement, drainage, curb, curb and gutter, sidewalk, curb ramps, traffic signal upgrades, signage, lighting upgrades, and pavement markings, lying within the City of Franklin. The City share of the project will come from the ODOT Program Fund. The final estimate for the project is \$2,851,357.00. The City’s share of the project is \$2,309,357.00.

Motion made by Vice Mayor Hall, Seconded by Aldridge.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

D. RESOLUTION 2024-13 A RESOLUTION TO APPOINT MAYOR MARK MESSER TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE REPRESENTING THE CITY OF LEBANON

Warren County reached out to the City of Lebanon about appointing a legislative representative from Lebanon to the Countywide 911 program committee to fill a vacancy on the committee. Mayor Mark Messer has volunteered to serve on the committee, and his appointment requires a majority vote of the municipalities in Warren County.

Mayor Brent Centers serves as the City of Franklin representative.

Motion made by Ruppert, Seconded by Aldridge.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

E. RESOLUTION 2024-14 AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COST SHARING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO AND THE MONTGOMERY COUNTY ENGINEERS OFFICE, OHIO RELATING TO THE RIGHT OF WAY AND CONSTRUCTION PHASES OF THE RECONSTRUCTION OF THE DAYTON-CINCINNATI PIKE RETAINING WALL

This IGA allows the City of Franklin to jointly work with the Montgomery County Engineer’s Office to complete the right of way and construction phases for the reconstruction of the retaining wall along Dayton-Cincinnati Pike (N. Dixie Highway). The retaining wall is approximately 791 feet long with 53% of the wall being located in the City of Franklin.

The County Engineers office estimates the wall will cost approximately \$2,566,000 to reconstruct. The City share of the construction cost is approximately \$1,408,000. The City has been awarded \$785,000 from OPWC for the project. The City share of the project will come from the Capital Improvement Fund and OPWC.

Motion made by Ruppert, Seconded by Aldridge.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

F. RESOLUTION 2024-15 AMENDING THE POSITION DESCRIPTION FOR THE FULL-TIME INCOME TAX CLERK

As we prepare to hire a new full-time Income Tax Clerk, we’ve updated the job descriptions to more accurately depict the duties of the position.

Motion made by Vice Mayor Hall, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

G. RESOLUTION 2024-16 OPENING PROMOTIONAL EXAMINATIONS FOR VACANT FIRE & EMS LIEUTENANT POSITION TO OUTSIDE QUALIFIED CANDIDATES

On August 21, 2023, Council authorized the change in Fire & EMS Lieutenant positions from three to five. There was only one Fire & EMS Lieutenant on staff at that time. Since that time, three of the positions have been filled by Lt. Beckett, Lt. Wiseman, and Lt. Posega. Lt. Beckett has accepted the Chief position with Wayne Township. His last day with the City of Franklin was March 2, 2024. As we continue to fill these leadership roles, we are seeking approval to consider both internal and external candidates.

Motion made by Wilcher, Seconded by Aldridge.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

H. RESOLUTION 2024-17 AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

This resolution authorizes a lease to purchase agreement with Huntington Bank for a 2023 Chevy Tahoe Fire Command Vehicle including the upfitting of emergency warning equipment and installation, decals, and compartment equipment. Total lease amount of \$65,500 paid over four years in annual installments. The vehicle will be assigned to the fire chief and be equipped to serve as an incident command vehicle.

Motion made by D. Centers, Seconded by Vice Mayor Hall.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

I. RESOLUTION 2024-18 AUTHORIZING ADESA OHIO, LLC (OR A CLOSELY RELATED AFFILIATE ENTITY) TO SERVE AS AUCTIONEER FOR THE SALE OF CERTAIN SURPLUS CITY VEHICLES

Section 115.02(b)(3) of the City’s Codified Ordinances authorizes City Council to sell by auction personal property no longer needed for a municipal purpose. City staff has identified Adesa Ohio, LLC (and/or its closely related affiliate companies) as a qualified auctioneer to auction off surplus City vehicles. This Resolution authorizes the City to engage Adesa to serve as the City’s auctioneer for the sale of certain surplus vehicles under the Police Department’s supervision and control.

Motion made by Aldridge, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

J. FEMA Assistance to Firefighters Grant Application (Chief Stitzel)

Chief Stitzel requested approval to submit an application for the FEMA Assistance to Firefighters Grant to purchase firefighter protective turnout gear in order to provide all firefighters with two sets of gear. Research has shown that in effort to prevent firefighter related cancers, firefighters should not wear contaminated gear following a structure fire until it has been properly laundered and decontaminated. This would provide the firefighter a second set to wear during the cleaning and decontamination process.

Total Grant project is \$224,200. Federal Share is \$213,523.81. City’s local share is \$10,676.19

Motion made by Ruppert, Seconded by Vice Mayor Hall.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

K. Flock Contract

The City of Franklin has 12 Flock cameras which currently are \$2,500 per year. We have the opportunity to lock in that price with a five-year agreement. If we do not lock into a five-year contract, that price will be \$3000 per camera, annually.

Motion to authorize the City Manager to execute the Flock Safety contract on the City’s behalf made by Fouts, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher
Motion passed.

9. INTRODUCTION OF NEW LEGISLATION

A. ORDINANCE 2024-02 AMENDING SECTIONS 1103.01, 1107.07, AND 1115.10 OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

10. CITY MANAGER'S REPORT

It was the first day of classes at the new high school. It was an exciting day and Mr. Westendorf thanked the police division for the supported provided. They will remain on site for the remainder of the week and into the next week to ensure a smooth transition. The buses were all gone 60 seconds after dismissal. Staff will continue to evaluate and make improvements as needed.

The roundabout will make a big difference and solve a lot of problems when installed next year. There is lots of construction occurring in the area. He appreciates staff making sure things went well.

The intersection at Sixth and Main closed as of that day as part of the Main Street Streetscape project. Light poles were being removed. Wooly’s has reached out with concerns about darkness. The lights will not be restored until the end of the project, which looks to be around September. This has been communicated with the businesses along Main Street.

The sidewalks are being removed as well. Concrete was poured under the facades during the last streetscape project. Damage is being addressed and repaired as it is found. Mr. Westendorf will continue to communicate as the project progresses.

The RAISE grant was submitted. Mr. Westendorf said that staff did a wonderful job and thanked Council for meeting the previous Saturday and reviewing the application. The cost benefit ratio of the project is 1.67. A minimum of 1 is required to submit and be awarded. There were 40+ letters of support submitted, including those from Senators and Congressmen.

Congressman Landsman’s office reported that a decision on the funding for the water main project should occur by Friday. Staff intends to submit another congressional ask to help with the RAISE grant project. He and Ms. Steed met with Senator Brown’s staff to review the project. It was extremely well received and will likely result in a site visit with staff.

Chamber45005 and the Springboro Chamber announced collaboration on certain events for their members. There are approximately 750 members between the two entities. This collaboration is a starting point and will help give a larger voice to this area of Warren County.

While construction occurs around the Franklin Food Truck Park, the Firefighters will be hosting food trucks for the community to enjoy. Food Trucks with Firefighters will kickoff on March 15th.

Officer Butler has requested reinstatement of his K9 position. A K9 has been identified and there is a courting relationship with Officer Bulter’s family. If all goes well, training will begin on March 18th.

Efforts to over communicate with downtown businesses continues. Mr. Westendorf said we have a great team working very hard and he appreciates the support.

11. COUNCIL COMMENTS

Mr. Wilcher attended the dedication of the new high school on the previous Saturday. He said the only way to sum it up is “epic”. His son said, “That looks like somewhere I want to be.” The school is just the beginning, there is more coming for Franklin.

Mrs. Fouts was sorry she was unable to attend the dedication but did watch it via livestream. It is very exciting for the kids.

She asked about a fire damaged property on Millard. Staff reported that a demolition permit had been pulled. She said that people continue to dump at the property.

Mr. Aldridge echoed Mr. Wilcher's comments. The dedication was the first time he had stepped into the new school, and it exceeded his expectations. The building was beautiful and very well done. The courtyard was very inviting. The ceremony was first class.

Mr. D. Centers was very impressed with the school. He said the ceremony was heartfelt and great for the community. He had a downtown business owner reach to him and said the City is doing a great job with communication about the Main Street project. Mr. Aldridge and Mayor Centers both had similar conversations.

A citizen reached out and offered to donate a mayors gavel from the 1960s to the City.

Mr. Ruppert said the new school is very impressive. It will serve the community well. The courtyard was the final kicker for the whole thing. He was shocked when he saw it, everything was well done. He

graduated from the old high school on that property. His grandfather attended the dedication of that school, so he was glad he was able to attend the dedication of this one. The connection was emotional.

Vice Mayor Hall said there wasn't much more to be said about the new school. The kids deserve it. They deserved it twenty years ago. It's unfortunate that it took so long to happen, but he's glad the kids get to enjoy it.

People are starting to talk about our City in a different way. He is hearing good things from those outside of town. He took a drive with his family, and they are amazed at what's going on. Everyone should be proud of where we are headed. He's been on council 20 years, and he's thrilled we are finally headed in right direction.

Mayor Centers echoed all the compliments on the new school. He complimented the Public Works team on their efficient snow plowing a few weeks ago. There is so much going on, and staff makes their jobs easy.

The Mayor was at an event recently where a Council member from Springboro said "Whatever you are doing in Franklin, keep doing it. My residents keep calling me talking about Franklin." He appreciated the compliment from our neighbors. He told staff to keep it up, Council appreciates the work.

13. ADJOURNMENT

Motion to adjourn made by Vice Mayor Hall, Seconded by Aldridge.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Aldridge, Fouts, Wilcher

Motion passed. Council adjourned at 8:27pm

Brent Centers, Mayor

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Public Hearing: March 18, 2024

Effective Date: April 17, 2024

Agenda Item: **Ordinance 2024-02**

AMENDING SECTIONS 1103.01, 1107.07, AND 1115.10 OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: The Ordinance proposes various amendments to Section 1103.01 and 1107.07 that would allow for the use “Essential Services and Utilities, City Owned” to be permitted in each zoning district and exempt such essential services and utilities from the application of the UDO.

Planning Commission unanimously recommended approval of the text amendments to Council during its February 14, 2024 meeting.

The Ordinance also proposes various amendments to Section 1115.10 of the Uniform Development Code, governing Appeals Board (BZA) zoning procedures and approvals. Many of the amendments remedy grammatical errors, and maintain consistency of terms and language used throughout Section 1115.10. More substantive changes appear in subsections 1115.10(d)(7) and (e)(3)(E). These provisions state: (i) an Appeals Board decision becomes a final appealable order immediately following the Appeals Board’s oral decision vote; and (ii) the oral decision will be reduced to writing and transmitted to the involved applicant within thirty (30) days of the date of the public meeting during which the vote was rendered.

Planning Commission unanimously recommended approval of the text amendments to Council during its January 10, 2024 meeting.

Exhibits: Exhibit A: Sections 1103.01 and 1107.07 of the UDO

Exhibit B: Section 1115.10 of the UDO

**AMENDING SECTIONS 1103.01, 1107.07, AND 1115.10 OF
THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE**

WHEREAS, pursuant to Section 1115.04 of the City of Franklin UNIFIED DEVELOPMENT ORDINANCE (the “UDO”), the City of Franklin Planning Commission moved to initiate certain zoning text amendments to Section 1103.01 and 1107.07 of the UDO during a public meeting of Planning Commission held on February 14, 2024;

WHEREAS, Planning Commission reviewed the proposed text amendments during its February 14, 2024 meeting and recommended that City Council approve the text amendments in the same form attached as Exhibit A to this Ordinance; and

WHEREAS, pursuant to Section 1115.04 of the City of Franklin UNIFIED DEVELOPMENT ORDINANCE (the “UDO”), the City of Franklin Planning Commission moved to initiate certain zoning text amendments to Section 1115.10 of the UDO during a public meeting of Planning Commission held on January 10, 2024;

WHEREAS, Planning Commission reviewed the proposed text amendments during its January 10, 2024 meeting and recommended that City Council approve the text amendments in the same form attached as Exhibit B to this Ordinance; and

WHEREAS, City Council finds it to be in the best interests of the City and its residents to adopt Planning Commission’s recommendation and amend Sections 1103.01, 1107.07, and 1115.10 of the UDO in accordance with Exhibit A and Exhibit B.

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

Section 1. Council hereby adopts Planning Commission’s recommendation to amend Sections 1103.01, 1107.07 of the City’s Codified Ordinances, and Sections 1103.01 and 1107.07 are hereby amended as set forth in the attached Exhibit A.

Section 2. Council hereby adopts Planning Commission’s recommendation to amend Section 1115.10 of the City’s Codified Ordinances, and Section 1115.10 is hereby amended as set forth in the attached Exhibit B.

Section 2. All City ordinances, or parts thereof, 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 were in meetings open to the public in compliance with all legal requirements, including Chapter 121 of the Ohio Revised Code, and the Rules of Council.

INTRODUCED: March 4, 2024

ADOPTED: March 18, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

Section 8, Item A.

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 2024-02 passed by City Council on March 18, 2024.

Khristi Dunn, Clerk of Council

APPROVED AS TO FORM:

Ben Yoder, Law Director

"Emergency." A reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause SUBSTANTIAL DAMAGE to property, which calls for immediate action.

"Engineer." A PERSON licensed by the State of Ohio and registered as a professional engineer under ORC 4733.

"Environmental Sciences." These uses are permitted in the Office-Research Park District and include, but are not limited to, the following uses: laboratories engaged in testing and research, pharmaceutical laboratories, and bionomic laboratories. All operations are carried on in a completely enclosed BUILDING and comprise a part of the use group B, F-1 or F-2 of the Ohio Building Code.

"EPA." The Ohio Environmental Protection Agency.

"Equipment Shelter and/or Cabinet." The STRUCTURE in which the electronic receiving and relay equipment for a Wireless Telecommunications Facility is housed.

"Essential Services." The erection, CONSTRUCTION, ALTERATION or maintenance by public utilities or by governmental entities of underground, surface or overhead gas, electrical, telephone, telegraph, steam, fuel or water transmission or distribution systems, collection, communication, supply or disposal systems, including TOWERS, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants and similar accessories in connection therewith (but not including BUILDINGS) that are necessary for the furnishing of adequate service by such utilities or governmental entities for the general health, safety or welfare.

"Essential Services and Utilities, City Owned." The erection, construction, alteration, or maintenance, by the City of Franklin of gas, electrical, steam, or water generation, transmission or distribution systems, collection, supply, or disposal systems, on land owned by the City of Franklin as a means of supporting a governmental facility. City owned essential services and utilities shall be permitted as authorized and regulated by law and other ordinances of the City, it being the intention hereof to exempt such essential services and utilities from the application of this code.

"Evergreen." Plant material that has foliage that remains green throughout the year.

"Excavation." Any breaking of ground except common household gardening and ground care.

"Executive Order 11988 (Floodplain Management)." This order was issued by President Carter in 1977, and requires that no federally-assisted activities be conducted in, or have the potential to, affect identified SPECIAL FLOOD HAZARD AREAS unless there is no practicable alternative.

"FAA." The Federal Aviation Administration, and any legally appointed, designated or elected agent or successor.

"FCC." The Federal Communications Commission and any legally appointed, designated, or elected agent or successor.

Fences & Walls**	See Section 1113.05(h)			—	—	—
Gazebos	—	—	5	5	—	—
Swimming Pools	—	—	10	10	—	—

‡ Amount shown in square feet per family dwelling unit, unless modified by Planning Commission. * If parking is in setback, buffering may be required. ** See special requirements for corner lots. ^ Must meet occupancy requirements of the Property Maintenance Code or Building Code.

TABLE 5: Uses in the Residential and Agricultural Districts

Type of Use	Residential Districts				
	R-1	R-2	R-3	R-4	A-1
Residence or Accommodation					
Adult Family Home	P	P	P	P	P
Adult Group Home			C	C	C
Assisted Living & Life Care				C	
Antennas & Towers	A	A	A	A	A
Bed and Breakfast	C	C	C	C	C
Certified Foster Home	P	P	P	P	P
Decks, Patios & Porches	A	A	A	A	A
Detached Garages & Sheds	A	A	A	A	A
Dish Antenna	A	A	A	A	A
Dwelling, Multifamily				P	
Dwelling, Zero-Lot Line				P*	
Dwelling, Single Family	P	P	P	P	P
Dwelling, Three-Family				P	
Dwelling, Two Family			P	P	
Elderly Housing	C	C	C	C	C
Family Home for the Disabled	P	P	P	P	P
Fences	A	A	A	A	A
Fences, Barbed-Wire	A^	A^	A^	A^	
Fences, Electric	A []	A []	A []	A []	A

Foster Family Home for the Disabled	P	P	P	P	P
Home Occupation A	A	A	A	A	A
Home Occupation B	C	C	C	C	C
Gazebos	A	A	A	A	A
Group Home for Disabled Persons			C	C	C
In-Law Suites	C	C	C	C	C
Private Swimming Pools	A	A	A	A	A
Residential Treatment Facility				C	C
Skilled Nursing Facility				C	C
Education, Public Admin, Health Care and Other Institutional Uses					
Cemeteries Mortuaries				C	C
Churches, Parish and Convents	C	C	C	C	C
Colleges and Universities				C	C
Community Centers	C	C	C	C	C
Day Care Centers	C	C	C	C	C
Elementary Schools				C	C
<u>Essential Services and Utilities, City Owned</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Junior and Senior High Schools				C	C
Arts, Entertainment and Recreation					
Commercial Recreation	C	C	C	C	C
Public Recreation	P	P	P	P	P
Agriculture, Forestry, Fishing and Hunting					
Agriculture					P
Farm Markets					P
Transportation, Communication, Information and Utilities					
Landing Fields					C

Garages & Storage Sheds	—	—	3	3	—	—
Dish Antenna	Must be in rear yard			5	—	15 ft.
Fences**	See Section 1113.05(h)			—	—	6 ft.
Fences, Barbed-Wire	See Section 1113.05(h)			—	—	—
Gazebos	—	—	5	5	—	—
Swimming Pools []	—	—	10	10	—	—

* No minimum lot size, but must meet all other requirements. † When a building is more than 25 feet in height, an additional foot of rear yard is required for each additional 2 feet in height. Any building that exceeds maximum height shall only be allowed as a conditional use. ^ Setbacks may be needed to meet the landscaping and parking requirements of this UDO. ** See special requirements for corner lots. ^^ Must be at least six feet from ground. [] Private, Accessory to Principal Use only.

TABLE 7: Uses in the Commercial Districts

Type of Use	Commercial District		
	C-1	C-2	
General Sales or Services			
Antennas & Towers	A	A	
Bar, Lounge, Tavern	P		
Business Professional	P	P	
Business Retail	P	P	
Business Services	C	C	
Clubs, Private or Membership	P	P	
Commercial Training	P	P	
Consumer Retail	P	C	
Convenience Food Store	P	C	
Decks, Patios & Porches	A	A	
Detached Garages & Storage Sheds	A	A	
Dish Antenna	A	A	
Drive-Thru Retail	P	C	
Fast Food Restaurants	P		
Fences	A	A	

Fence, Barbed-Wire	A	A	
Fence, Electric	C	C	
Food Related Retail	P	P	
Food Service/Catering	P	P	
Gasoline Service Station	C	C	
Gazebos	A	A	
General Retail	P	C	
Grocery Food and Beverage	P	C	
Health and Personal Care	P	P	
Hospitals	P		
Hotels and Motels	P		
Large Format Retail	C		
Medical and Health Related Offices	P	P	
Medical Center/Clinic	P	P	
Mortuaries	P		
Motor Vehicle Oriented Business	C	C	
Outdoor Retail/Display	A	A	
Personal Service	P	P	
Restaurants	P	C	
Secondhand Dealers	P		
Skilled Nursing Facility	P	P	
Small Loan Operations*	C	C	
Swimming Pools^^	A	A	
Vape, Tobacco, or Hookah Store			
Variety Store or Price-Point Retailer	C	C	
Vehicle Dealer	C	C	
Smoking and Hookah Bars	C	C	
Vehicle Repair Services	C	C	
Veterinary Services	C	C	
Arts, Entertainment, and Recreation			
Commercial Entertainment	P	C	
Commercial Recreation	C	C	
Public Recreation			
Education, Public Administration, Health Care & Other Institutional Uses			

Churches	P	P	
Cultural/Community Facilities	P	P	
Day Care Centers	C	C	
Elementary Schools	C	C	
<u>Essential Services and Utilities, City Owned</u>	<u>P</u>	<u>P</u>	<u>P</u>
Junior and Senior High Schools	C	C	
Colleges and Universities	C	C	
Health Care and Human Services	C	C	
Residence or Accommodation			
Dwelling, Single-Family			
Dwelling, Zero-Lot Line			
Upper Floor Dwelling Units		C	

P=Permitted Use, C=Conditional Use, A=Accessory Use, * Limited to one per 4,000 residents
 ^ Not prohibited if use is governmental or institutional function; permit required. [] Not prohibited if use is governmental or institutional function; conditional use permit required. ^^ Private, Accessory to Primary Use. ** Zero Lot Line Dwellings shall only be permitted in the R-4 District as part of an approved PUD or PRCD.

(Ord. 2009-12. Passed 7-6-09; Ord. 2010-05. Passed 3-1-10; Ord. 2011-06. Passed 4-4-11; Ord. 2011-07. Passed 4-4-11; Ord. 2013-09. Passed 6-17-13; Ord. 2013-18. Passed 11-4-13; Ord. 2014-01, Passed 3-17-14; Ord. 2014-17. Passed 1-5-15.)

SECTION 4: AMENDMENT “1107.04 Office Districts” of the City of Franklin Municipal Code is hereby *amended* as follows:

AMENDMENT

1107.04 Office Districts

- (a) O-I: Office and Institutional: The intent of the Office and Institutional District is to encourage the orderly development of office and institutional uses within the same district with consideration of the similar characteristics these uses share, including location, parking requirements, traffic and accessibility. Development standards of this District are intended to provide compatibility with and protection to surrounding residential properties.
- (b) O-RF: Research Park: The intent of the Research Park District is to provide for and encourage the orderly development of a variety of light manufacturing, technology-based industries, research and development and office uses that are established in a campus-like setting, with landscaping and architectural amenities that create a sense of

Dish Antenna	Must be in rear yard			5	—	15 ft.
Fences**	—See Section 1113.05(h)			—	—	6 ft.
Fences, Barbed-Wire	—See Section 1113.05(h)			—	—	^^
Gazebos	—	—	5	5	—	—
Swimming Pools[]	—	—	10	10	—	—

* No minimum lot size, but must meet all other requirements.

‡ Unless otherwise approved by the Planning Commission.

† When a building is more than 25 feet in height, an additional foot of rear yard is required for each additional 2 feet in height. Any building that exceeds maximum height shall only be allowed as a conditional use.

^ Setbacks may be needed to meet the landscaping and parking requirements of this UDO.

** See special requirements for corner lots.

^^ Must be at least six feet from ground.

[] Private, Accessory to Principal Use only.

TABLE 9: Uses in the Office Districts

Type of Use	Office District		
	O-I	O-S	O-RP
General			
Accessory Facilities		A	A
Ancillary Offices	A	A	A
Antennas & Towers	A	A	A
Business Professional	P	P	P
Business Retail	C	P	C
Commercial Training	C		
Corporate Headquarters	C	P	P
Decks, Patios & Porches	A	A	A
Detached Garages & Storage Sheds	A	A	A
Dish Antenna	A	A	A
Environmental Sciences	C		P
Fences	A	A	A
Fence, Barbed-Wire	A	A	A^
Fence, Electric	C	C	A^^
Gazebos	A	A	A

Health and Personal Care	P	P	C
Hospitals	P	C	C
Hotels and Motels	C	P	C
Information Technology	C	C	P
Laboratories	C	C	P
Life Sciences			P
Material Sciences			P
Medical Center/Clinic	C	P	C
Medical and Health Related Offices	P	P	C
Personal Service	C	P	
Restaurants		P	
Research and Development Facilities		P	P
Support commercial uses		A	A
Swimming Pools[]	A	A	A
Arts, Entertainment and Recreation			
Commercial Entertainment			
Commercial Recreation			
Public Recreation	P	C	C
Education Public Administration, Health Care & Other Institutional Uses			
Churches	P		
Cultural/Community Facilities	P		C
Day Care Centers	C	P	C
Elementary Schools	P		
<u>Essential Services and Utilities, City Owned</u>	<u>P</u>	<u>P</u>	<u>P</u>
Junior and Senior High Schools	P		
Colleges and Universities	P		C
Health Care and Human Services	P	P	

P=Permitted Use, C=Conditional Use, A= Accessory Use, ^ Only permitted if the use on the property is a governmental or institutional function; permit required. ^^ Only permitted if the use on the property is a governmental or institutional function; conditional use permit required.
[] Private, Accessory to Principal Use only.

(Ord. 2009-12. Passed 7-6-09; Ord. 2010-05. Passed 3-1-10; Ord. 2013-18. Passed 11-4-13; Ord. 2014-01, Passed 3-17-14.)

Decks, Patios & Porches	—	10	5	5	—	—
Detached Garages & Storage Sheds	—	—	3	3	—	—
Fences**	See Section 1113.05(h)			—	—	6-10 ft.
Fences, Barbed-Wire	See Section 1113.05(h) line			—	—	—
Gazebos	—	—	5	5	—	—
Swimming Pools^^	—	—	10	10	10	—

* No minimum lot size, but must meet all other requirements. † When a building is more than 45 feet in height, an additional foot of rear yard is required for each additional 2 feet in height. Any building that exceeds maximum height shall only be allowed as a variance. ** See special requirements for corner lots. ^ Must be at least six feet from ground. ^^ Private, Accessory to Principal Use Only.

TABLE 11: Uses in the Industrial Districts

Type of Use	Industrial District	
	I-1	I-2
Alcohol and Drug Addiction Treatment Facilities	C	C
Ancillary Offices	A	A
Antenna & Towers	A	A
Business Services	P	P
Decks, Patios & Porches	A	A
Detached Garages & Storage Sheds	A	A
Dish Antenna	A	A
Distribution Center	C	P
Essential Services and Utilities, City Owned	P	P
Fences	A	A
Fence, Barbed-Wire	A	A
Fence, Electric	C	C
Fulfillment Center	P*	P*
Gazebos	A	A

Gasoline Service Stations	C	C
General Industry		P
Light Industry	P	P
Real Property Services	P	P
Research and Development Facilities	P	P
Self-Service Storage Facility or Mini-Warehouse	C	C
Sexually Oriented Businesses	C	C
Swimming Pools ^^	A	A
Transportation, Communication, Utility	P	P
Vehicle Repair Service	C	C
Warehouse (secondary use)	P*	P*
Warehouse (primary use)		C

P=Permitted Use, C=Conditional Use, A=Accessory Use, ^^ Private, Accessory to Principal Use Only

(*) Indicates permitted uses that have additional use-specific standards.

(a) Additional Use Regulations: The following additional standards shall apply to uses listed in table 11.

(1) Distribution Center: In any zoning district in which this use is a conditional or permitted use, all these conditions shall apply:

- (A) No trailer, camper, manufactured housing unit, modular office trailer or industrialized units shall be placed on the property for any purpose without Planning Commission approval, except related to construction work that requires an active building permit.
- (B) Fleet vehicle parking shall be to the side or rear of the property on a striped asphalt or concrete paved surface.
- (C) Fleet vehicle parking areas shall be screened by landscaping and or fencing along all sides visible from the public right of way and from adjoining residential property.
- (D) No junk, inoperative, or unlicensed automobiles, or parts, shall be permitted on the property.
- (E) No outdoor storage of any material or waste shall be permitted on site.

(2) Fulfillment Center: In any zoning district in which this use is a conditional or permitted use, all these conditions shall apply:

- (A) No trailer, camper, manufactured housing unit, modular office trailer or industrialized units shall be placed on the property for any purpose without Planning Commission approval, except related to construction work that requires an active building permit.
- (B) Fleet vehicle parking shall be to the side or rear of the property on a striped asphalt or concrete paved surface.

- (C) Fleet vehicle parking areas shall be screened by landscaping along all sides visible from the public right of way and from adjoining residential property.
- (D) No junk, inoperative or unlicensed automobiles, or parts shall be permitted on the property.
- (E) No outdoor storage of any material or waste shall be permitted on site.
- (3) Warehousing (Primary Use): In any zoning district in which this use is a conditional or permitted use, all these conditions shall apply:
 - (A) Warehousing is not permitted on a previously undeveloped property. This includes subdividing an existing property to create a new buildable lot and demolishing an existing building in order to construct a new warehouse as a primary use.
 - (B) No trailer, camper, manufactured housing unit, modular office trailer or industrialized units shall be placed on the property for any purpose without Planning Commission approval, except related to construction work that requires an active building permit.
 - (C) No outdoor storage of any material or waste shall be permitted on site.
- (4) Warehousing (Secondary Use): In any zoning district in which this use is a permitted secondary use, all these conditions shall apply:
 - (A) Warehousing is allowed as a secondary use to retail, manufacturing, or industrial uses on the same property.
 - (B) Secondary warehousing shall not exceed 35% of the total building area, unless specifically approved by Planning Commission.
 - (C) No trailer, camper, manufactured housing unit, modular office trailer or industrialized units shall be used on the property for any purpose without Planning Commission approval, except related to construction work that requires an active building permit.

(Ord. 2009-12. Passed 7-6-09; Ord. 2013-18. Passed 11-4-13; Ord. 2014-01. Passed 3-17-14; Ord. 2015-11. Passed 7-6-15; Ord. 2017-01. Passed 2-6-17.)

SECTION 6: **AMENDMENT** “1107.07 Parks And Recreation District” of the City of Franklin Municipal Code is hereby *amended* as follows:

A M E N D M E N T

1107.07 Parks And Recreation District

- (a) Parks and Recreation District: The Parks and Recreation District is a special purpose zoning district intended to designate and protect lands dedicated to the public or open to public use for no fee or for
- (b) private parks and event centers. The purpose of this District is to preserve and enhance such major open space and public and private recreational, educational, cultural and aesthetic areas by protecting the natural amenities they possess.
- (c) Permitted Uses: Permitted uses in the Parks and Recreation District include:

- (1) Public parks and recreation facilities;
 - (2) Private Recreational Facilities and Private Park and Event Center;
 - (3) Nature preserves, hiking trails, bike trails, and wildlife areas;
 - (4) Ball fields, swimming pools, other public athletic fields;
 - (5) Public boat launches and anchoring places;
 - (6) Parking facilities associated with any of the above-listed uses;
 - (7) Restroom facilities or other amenities associated with any of the above listed uses; **and**
 - (8) Essential Services and Utilities, City Owned; and
 - (9) And public uses deemed to by a similar use in accordance with section 1115.10(d).
- (d) Accessory Uses: Accessory Uses in the Parks and Recreation District include:
- (1) Fences - An accessory use permit is required except where the use is provided by a governmental entity.
 - (2) Barbed-Wire Fences - An accessory use permit is required.
 - (3) Accessory Structures
- (e) 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:
 - (A) Front - Twenty-five feet (25');
 - (B) Rear - Forty feet (40');
 - (C) 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.

(Ord. 2009-12. Passed 7-6-09; Ord. 2013-18. Passed 11-4-13; Ord. 2014-01. Passed 3-17-14.)

SECTION 7: AMENDMENT “1107.11 Downtown Districts” of the City of Franklin Municipal Code is hereby *amended* as follows:

AMENDMENT

1107.11 Downtown Districts

- (a) Intent: The intent and purposes of the Downtown Districts are to implement the vision and recommendations of the Downtown Franklin Master Plan as follows:
- (1) DC-1: Downtown Core District: The intent of the DC-1 Downtown Core District is to promote a mixed use traditional downtown center that is a destination within the region for culture, dining, shopping, and gathering.
 - (2) MU-1: Mixed Use District: The intent of the MU-1 Mixed Use District is to

use is located, provided that the following requirements are met:

- (A) If an existing use is voluntarily discontinued for 6 months or more, any future use of the property shall be in conformity with this code.
 - (B) Expansion of uses within existing structures shall be permitted on the property provided that at least one of the permitted uses under the prior zoning has been operated continuously in an existing structure, and/or associated use areas on the property, within the 12 months prior to the rezoning of the property.
 - (C) Once a use that complies with this code is established on a lot or parcel, and all existing uses have been abandoned or voluntarily discontinued, no unpermitted use may be re-established
- (3) Multiple Buildings on a Lot: Within the downtown districts, lots may include more than one principal building if approved as part of a major site plan application.
- (4) Use Table: Table 13 lists the uses that are permitted or conditionally permitted within each of the designated Downtown Zoning Districts

Table 13: Uses in the Downtown Districts						
Use	DC-1 Downtown Core	MU-1 Mixed Use	RMU Riverfront Mixed Use	CV-1 Civic	TN-1 Transitional Neighborhood	Additional Standards
Residential Uses						
Adult Family Home					C	
Adult Group Home					C	1113.01(e)(16)
Assisted Living & Life Care					C	1113.01(e)(2)
Certified Foster Home					C	
Dwelling, Single Family					P	
Dwelling, Two Family					P	
Dwelling,						

Three Family					P	
Dwelling, Multi-Family			C		C	
Dwelling, Upper Floors	P		P		C	1107.11(b)(5) (C).11(b)(5) (B)1107.11(b)(5) (A)
Dwelling, Row House			C		P	Y
Dwelling, Live/Work	P				P	Y
Elderly Housing					C	1113.01(e)(12)
Family Home for the Disabled					C	
Foster Family Home for the Disabled					C	
Group Homes for the Disabled					C	1113.01(e)(16)
Residential Treatment Facility					C	1113.01(e)(27)
Public & Institutional Uses						
Churches	C	C	C	C	C	
Colleges &		C		C		1113.01(

Universities						e)(30)
Community Centers		C		C		1113.01(e)(8)
Cultural/Community Facilities			C	C		
Day Care Centers				C	C	
<u>Essential Services and Utilities, City Owned</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Elementary Schools				C		1113.01(e)(30)
Government Facilities				P		
Health Care & Human Services				C		1113.01(e)(17)
Junior & Senior High Schools				C		1113.01(e)(30)
Public Indoor Recreation	C		P	P		
Public Outdoor Recreation	C	P	P	C		
Public Parks and Open Space	P	P	P	P	P	
Public Plazas/Gathering/Eating	P	P	P	P		

ing Areas						
Commercial Uses						
Bar, Lounge, & Tavern	P	P	P			
Bed and Breakfast	C		C		C	1113.01(e)(4)
Breweries, Distilleries, Cideries, & Wineries (nano, brewpub, and micro)	P	P	P			
Business Incubation	C	P	C	C		
Business Professional	P	P	P	P	C	
Clubs, Private or Membership						
Commercial Entertainment	C	C	C			1113.01(e)(7)
Commercial Recreation (indoor and outdoor)	C	C	C			1113.01(e)(26)
Commercial Training		C		C		
Consumer Retail	P	P	P			
Co-working	C	P	C	C		

Facility						
Food Related Retail	P	P	P			
General Retail	P	P	P			
Grocery Food & Beverage	C	P				1113.01(e)(29)
Health & Personal Care	C	P	C	C		
Hotels	C	C			C	1113.01(e)(18)
Makerspace	P	P	P	P		
Medical & Health Related Offices	C	P	C	C	C	1113.01(e)(23)
Medical Center/Clinic		C				
Mixed Uses	P	P	P	P		
Personal Service	C	C	C			1113.01(e)(25)
Restaurants	P	P	P			
Secondhand Dealers	C					
Skilled Nursing Facility					C	1113.01(e)(32)
Smoking & Hookah Bars						
Vape, Tobacco, or Hookah						

Store						
Accessory Uses						
Accessory Use	A	A	A	A	A	1113.05
Accessory Structure	A	A	A	A	A	1113.05
Antennas and Towers	A	A	A	A	A	1113.05(e)
Decks, Patios, and Porches	A	A	A	A	A	1113.05(f)
Detached Garages & Sheds	A	A	A	A	A	1113.05(f)
Dish Antenna	A	A	A	A	A	1113.05(g)
Fences	A	A	A	A	A	1113.05(h)
Home Occupation A	A	A	A		A	1113.03
Home Occupation B	C	C	C		C	1113.03
Gazebos	A	A	A	A	A	1113.05(j)
In-Law Suites					C	1113.01(e)(19)
Outdoor Dining	A	A	A	A		Y
Outdoor Retail/Display	A	A	A	A		1107.11(b)(5) (G).11(b)(5) (F).11(b)(5) (D).11(b)

) (5)(E)
Parking Area	A	A	A	A	A	Y
Parking Garage	A	A	A	A		Y
Private Swimming Pools		A	A		A	1113.05(k)
Temporary Uses						
Carnivals and Circuses	T	T	T	T		705
Farm Markets	T	T	T	T		
Mobile Uses	T	T	T	T		1107.11(b)(5) (I)1107.11(b)(5) (H)
Special Events	T	T	T	T		

(5) **Additional Use Regulations**

- (A) Dwelling, Upper Floors: The purpose of this use is to allow upper floor dwelling units, where a ground floor non-residential use exists. Such dwellings are subject to the following:
 - (i) Such dwelling units may not be located on the ground floor of the building.
 - (ii) Separate direct access to a ground floor entrance must be provided.
 - (iii) The proposed dwelling units must meet local fire safety requirements for the proposed use and level of occupancy.
 - (iv) The proposed use must meet all Ohio Building Code requirements.
 - (v) All upper floor dwelling units shall be provided parking spaces in accordance with the multi-family parking requirements contained in section 1111.07; excepting that parking may be provided by a satellite parking lot.
- (B) Dwelling, Live/Work: Live/work dwellings are permitted in DC-1 Downtown Core District subject to the ground floor being reserved for non-residential use that is permitted within the DC-1 District. The

1115.10 Approvals By The Appeals Board

(a) **The** 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) Administrative Appeals.

(b) **Variances:** A variance may be granted by the Appeals Board, allowing deviations from the height, mass, setback, parking, or other dimensional requirements established by this UDO where practical difficulties unique to the property in question prevent full compliance with such provisions and where as will not be contrary to the public interest. Use variances are not permitted under this UDO.

(1) Submittal Requirements:

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

- (i) Each variance request shall include an application form, provided by the City, with the submittal;
- (ii) The **application shall contain 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) **The application shall contain the** legal description of **the subject** property or portion thereof;
- (iv) **The application shall contain 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);
- (v) Payment of the application fee as established by section 1105.09; **and**
- (vi) 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; **and**
- (vii) The TRC shall make the determination as to completeness, and only complete applications shall be processed by the City;

(B) *Specific Submittal Requirements:* An application for a variance shall be accompanied by the following information:

- (i) Location and address of property that is the subject of the variance request;
- (ii) Description or nature of variance requested;
- (iii) Narrative statements establishing and substantiating the justification for the variance pursuant to the Standards for Approval for Variances;
- (iv) Site plans, floor plans, elevations and other drawings at a reasonable scale to convey the need for the variance, as directed by the Zoning Official; and
- (v) Any other documents deemed necessary by the Zoning Official.

(2) **Standards for Approval:** Unless other standards are provided in this UDO for variances from a particular set of design/development standards or regulations, the following Standards for Approval shall apply. Approval of a variance shall only be granted if the Appeals Board finds that all of the following standards are met:

- (A) Special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable generally to other lands or structures within the same zoning district. (Examples of such special conditions or circumstances are: exceptional irregularity, narrowness, shallowness, or steepness of the lot, etc.);
- (B) The special conditions or circumstances that exist did not result from the actions of the applicant;
- (C) There cannot be any beneficial use of the property without the variance;
- (D) The variance is not substantial and is the minimum relief necessary to make possible the reasonable use of the land or structures;
- (E) The difficulty or reason why the applicant is seeking a variance cannot be resolved through any method other than a variance;
- (F) The essential character of the neighborhood will not be substantially altered nor will adjoining properties ~~would~~ suffer substantial detriment as a result of the variance;
- (G) The variance will not adversely affect the delivery of governmental services such as water, sewer, and trash pickup;
- (H) Granting the variance will be in harmony with the general purpose and intent of the zoning requirement the applicant seeks a variance from and will not otherwise be detrimental to the public's health, safety, or welfare; and

- (1) Granting of the variance requested will not confer upon the applicant any special privilege that is denied by this UDO to other lands, structures, or buildings in the same district.
- (3) **Additional Conditions and Safeguards:** In approving a request for a variance, the Appeals Board may further prescribe any conditions and safeguards that it deems necessary to ensure that the objectives of the regulations or provisions to which the variance applies will be met. If the applicant will not agree with such conditions, the Variance shall not be granted.
- (4) **Expiration of the Variance:** Variances shall expire one (1) year from the date of approval, unless prior thereto the applicant applies for a building permit in accordance with the granted variance. There shall be no modification of any variance except upon further approval of the Appeals Board.
- (5) **Extensions:** Extension of variances, without modification, may be applied for prior to the date of expiration, if the variance does not carry a prohibition against the extension. No more than two six-(6) month extensions may be granted by the Appeals Board if it finds that the requested extension is consistent with the purpose, policies, and intent of the Comprehensive Development Plan and the requirements and standards of this UDO. Requests for renewal of expired variances shall be considered to be the same as a new application for a variance and shall meet all requirements for application and review pursuant to this Section.

(c) Changes in Nonconforming Uses:

(1) **Types of Changes:**

- (A) *Substitutions in Uses:* A substitution in the legal nonconforming use of a building, structure or land with another nonconforming use shall only be permitted upon the approval of the Appeals Board. A substitution of a legal nonconforming use that proposes interior or exterior building alterations may only make such alterations upon approval by the Appeals Board.
- (B) *Extensions or Enlargements:* An extension or enlargement of a legal nonconforming use of a building, structure or land, or of a legal nonconforming building or structure, or extension of a legal nonconforming use through addition of a conforming use shall only be permitted upon approval of the Appeals Board. The use that the applicant seeks to extend or enlarge must have been in existence at the time of passage of this UDO.
- (C) *Relocations:* A relocation of a use that is legally nonconforming, either because it is not permitted within the Zoning District in which it is located or because it is not a permitted use under this UDO, from one location to another location within the same Zoning District shall only be permitted upon the approval of the Appeals Board, and only

if the Appeals Board finds the new location to be more appropriate than the existing location. However, in no instance shall a commercial or industrial use within a Residential District be permitted to relocate within another Residential District.

(2) Submittal Requirements:

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

- (i) Each request for change in a legal nonconforming use shall include an application form, provided by the City, with the submittal;
- (ii) The TRC shall make the determination as to completeness, and only complete applications shall be processed by the City;
- (iii) 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;
- (iv) The application shall contain the legal description of the subject property or portion thereof where the nonconforming use is located and, if applicable, the proposed new location;
- (v) Payment of the application fee as established by section 1105.09;
- (vi) The application shall contain 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
- (vii) The application shall contain a list of all owners of property that are contiguous to the parcel or lot on which the nonconforming use is located or proposed to be located, or that are across the street from it. (The list shall be based upon the Warren County Auditor's current tax lists).

(B) *Specific Submittal Requirements:* The application shall include:

- (i) Address and zoning classification of the subject property;
- (ii) Description of the existing and proposed substitute use, proposed extension or proposed new location;
- (iii) A narrative statement indicating how the substitution, extension or relocation meets the required standards;
- (iv) Extent of any proposed interior or exterior building alterations that are being requested; and
- (v) A list of the surrounding uses and zoning classifications).

(3) Standards for Approval:

- (A) *Substitutions:* The Appeals Board may approve the substitution of a legal nonconforming use with another if it finds the following conditions are met:
- (i) The proposed use is substantially similar to the existing nonconforming use or another permitted use under the existing zoning district classification;
 - (ii) The proposed use is equally or more appropriate to the zoning district in which the use is located;
 - (iii) The proposed use will not have ~~no-greater~~ a detrimental impact on surrounding uses or properties than the existing use it proposed it replace;
 - (iv) The proposed use will be designed, operated and maintained so as to minimize its impact on neighboring properties; and
 - (v) The proposed use will not involve any uses, activities, processes, materials, equipment, conditions or operations that might be hazardous or unreasonably disturbing to existing or future neighboring uses, persons or property, or to the general welfare, by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- (B) *Extensions or Enlargements:* The Appeals Board may approve the extension or enlargement of a legal nonconforming use if it finds the following conditions are met:
- (i) The proposed extension is reasonably necessary to allow the applicant to remain competitive with other similar uses;
 - (ii) The proposed extension will not constitute a nuisance to surrounding existing or future uses or to the general public;
 - (iii) The proposed extension will not have ~~no-greater~~ a detrimental impact on surrounding uses or properties;
 - (iv) The proposed extension will be designed, operated and maintained so as to minimize its impact on neighboring properties; and
 - (v) The proposed extension will not involve any uses, activities, processes, materials, equipment, conditions or operations that might be hazardous or unreasonably disturbing to existing or future neighboring uses, persons or property, or to the general welfare, by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- (C) *Relocations:* The Appeals Board may approve the relocation of a legal nonconforming use if it finds the following conditions are met:
- (i) The proposed new location is the same Zoning District as the current location, but is more appropriate for the type of

nonconforming use due to surrounding uses, both conforming and nonconforming, in the new location;

- (ii) Relocating the nonconforming use will not constitute a nuisance to surrounding existing or future uses or to the general public in the new location;
- (iii) Relocating the nonconforming use will not have a detrimental impact on surrounding uses or properties in the new location;
- (iv) The proposed relocation will be designed, operated and maintained so as to minimize its impact on neighboring properties; and
- (v) Relocating the nonconforming use will not involve any uses, activities, processes, materials, equipment, conditions or operations that might be hazardous or unreasonably disturbing to existing or future neighboring uses, persons or property, or to the general welfare, by reason of excessive production of traffic, noise, smoke, fumes, glare or odors in the new location.

(4) **Additional Conditions and Safeguards:** In approving a request for a change in a legal nonconforming use, the Appeals Board may further prescribe any conditions and safeguards that it deems necessary to ensure the public health, safety and welfare, including, but not limited to, limiting hours of operation, requiring additional parking, limiting access points to the property, or requiring a buffer yard. If the applicant will not agree with such conditions, the Cchange in Use shall not be granted.

(d) Approvals by the Appeals Board: The following outlines the procedure under which the Appeals Board decides variances, changes in nonconforming uses, and determinations of similar 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 the Appeals Board:** Upon determination that an application contains all the necessary and required information, the Zoning Official shall place the application on the Appeals Board's agenda, and shall schedule a public hearing. Notice of the hearing shall be provided at least once by posting in the Franklin Municipal Building and on the City of Franklin's official website. The notice shall be published at least five (5) days before the date of the hearing. ~~The notice and~~ 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 the 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 the public meeting. ~~The Appeals Board shall~~ approveing the application as submitted, approveing the application subject to additional conditions and restrictions which the Appeals Board deems reasonable and in the public interest ~~to which the owner has agreed~~, or denying ~~an~~ the application. Its The Appeals Board's decision shall require a majority vote of Appeals Board members present for the public meeting at which the application is considered, and the

decision shall take effect, and be considered a final appealable order, immediately following the Appeals Board's oral vote on the application. The decision shall be reduced to writing and transmitted to the applicant within thirty (30) days following the public meeting at which the decision is rendered. ~~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.~~

(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 application shall contain 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) The application shall contain the ~~L~~legal ~~D~~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; and
- (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 ~~A~~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 the 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 the Appeals Board will consider the appeal.
 - (C) The Appeals Board shall hear the application during a public meeting. ~~and either grant or deny the requested appeal.~~ Any party may appear in person or be represented by an agent or attorney for the hearing. ~~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.~~
 - (D) The Appeals Board may reverse or affirm wholly or partly, or modify, the order, requirement, decision or determination appealed from, and may make or impose such further order, requirement, decision or determination as the Appeals Board deems reasonable and in the public interest.
 - (E) The Appeals Board's decision shall require a majority vote of Appeals Board members present for the public meeting at which the application is considered, and the decision shall take effect, and be considered a final appealable order, immediately following the Appeals Board's oral vote on the application. The decision shall be reduced to writing and transmitted to the applicant within thirty (30) days following the public meeting at which the decision is rendered.
- (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: March 18, 2024

Agenda Item: **Resolution 2024-19**

ADOPTING A POSITION DESCRIPTION FOR ADMINISTRATIVE ASSISTANT FOR FIRE & EMS

Submitted by: Cindi Chibis, Human Resources Specialist

Scope/Description: This Resolution adopts a new position description for the Administrative Assistant for Fire & EMS position. The position was previously held by Lt. Katie Williams who has been hired as a fulltime Firefighter/Paramedic. As we prepare to replace the position, we have updated the position description to remove the paramedic requirement.

Budget Impact: None.

Exhibits: Exhibit A: Administrative Assistant for Fire & EMS Position Description

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-19

ADOPTING A POSITION DESCRIPTION FOR ADMINISTRATIVE ASSISTANT FOR FIRE & EMS

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 position descriptions for the position of Administrative Assistant to Fire & EMS 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 Administrative Assistant to Fire & EMS is attached hereto as Exhibit A, is hereby adopted and approved, and shall be included in the City of Franklin Position Classification Plan.

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

ADOPTED: March 18, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 18, 2024.

Khristi Dunn, Clerk of Council



CITY OF FRANKLIN

POSITION DESCRIPTION

Employee Name:		Department:	Safety / Fire & EMS Division
Civil Service Status:	Unclassified	Position Title:	Administrative Assistant for Fire & EMS
Employment:	Part-time	Reports To:	Chief of Fire & EMS
FLSA Status:	Non-Exempt	Supervises:	N/A

GENERAL DESCRIPTION: Works under the general supervision of the Chief of Fire & EMS. Serves as the receptionist for the Fire & EMS Building. Performs a variety of routine secretarial and clerical duties for Division staff.

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

- Customer Service:** Exhibits excellent internal and external customer service. Develops and maintains effective working relationships with supervisors, employees, contractors, and the public. Maintains a professional image and performs duties in a courteous, friendly manner. Works as a team member with all employees to ensure smooth day-to-day operations.
- Receptionist Duties:** Greets visitors to the Fire & EMS Division. Responds to general inquiries and directs visitors and questions to others as needed. Answers, screens, and routes, phone calls. Answers general information questions and refers in-depth inquiries to the appropriate personnel.
- Administrative Tasks:** Assists with a variety of administrative tasks including copying, faxing, filing, and proofreading for the Chief of Fire & EMS and Division leadership. Maintains Division inventory. Evaluates workflow procedures and implements efficiencies.
- Timekeeping:** Serves as first point of contact for Division employees with questions related to pay and paid time off. Extracts data from automated timekeeping system and forwards payroll information to the Finance Department within the required timelines. Monitors all time off, overtime, and compensatory time earned. Prints and forward report of paid time off usage for all Division employees. Tracks annual step increase and bonus eligibility and provides corresponding eligibility report to the Finance Department for review and processing.
- Scheduling:** Coordinates and manages schedules and appointments of the Chief and other Division personnel as directed. Coordinates and schedules the processing of all Division applicants. Schedules and records physical agility testing.
- Records Maintenance:** Organizes and maintains electronic and paper files, forms, records, and reports. Gathers information to assist in responding to Public Records Requests.
- Accounts Payable:** Generates Purchase Orders for Division purchases, receives vendor invoice, confirms receipt of goods or completion of services, validates, scans and uploads invoice into automated system, and forwards to Finance Department for vendor payment. Responds to inquiries and answers general information questions related to accounts receivables. May assist with the preparation of budget information or help monitor Division budget to ensure expenditures do not exceed budgeted allocations.
- Mail Distribution:** Receives deliveries, and sorts and distributes incoming mail.

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other duties as required.

QUALIFICATIONS:

Communication Skills: Strong communicator who works well independently and as part of a team. Must possess excellent customer service skills, in person, by phone, and email. Ability to communicate effectively, both verbally and in writing, develop and maintain



CITY OF FRANKLIN

POSITION DESCRIPTION

effective working relationships, and deal tactfully and effectively with employees and the general public. Ability to work effectively with residents who may be upset, distraught, or irate.

Education and Experience: High school diploma or equivalent, associate degree preferred. Training in and/or experience in office practices and procedures and public administration and working knowledge payroll, human resources and budget preparation, or a combination of education and work experience that indicates the possession of the required skills and abilities listed below. Prior experience working in safety/emergency services beneficial. Certification as a Firefighter, EMT and/or Paramedic preferred for understanding of Fire and EMS processes and duties.

Equipment, Tools and Materials: Ability to use computer equipment, modern software and equipment, copier, scanner, and telephone.

Math skills: 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.

Reasoning Skills: Excellent planning, organizational skills, time management and multi-tasking skills. Ability to organize and maintain information, records, and files. Ability to effectively plan in collaboration with other City offices and outside agencies. Exercises sound judgement and decision making. Ability to analyze and revise operating practices to improve efficiency. Detail-oriented and comfortable working in a fast-paced environment with integrity and confidentiality.

Technical Skills: Ability to operate phone, use e-mail, word processing, excel spreadsheets and automated time and attendance system. 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.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS: (For purposes of O.R.C. 4167)
Employee has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.). Employee is occasionally exposed to outdoor weather conditions, May be exposed to hazardous driving conditions, verbal abuse by the public, or to human blood or other body substances.

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.

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

Introduction: March 18, 2024

Agenda Item: **Resolution 2024-20**
DECLARING THE NECESSITY OF IMPROVING CITY STREETS
AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR THE YEAR
2024

Submitted by: Khristi Dunn, Clerk of Council

Scope/Description: This is “Resolution of Necessity” is the first step in the street light assessment process for 2025. The street lighting assessment program is used for lighting public rights of way, and can also be used to purchase new street lights. This process is used for all assessment projects normally done for road improvements, as required by the Revised Code.

Budget Impact: The City pays for 2% of the total lighting improvement cost to cover the City’s share of the improvement, as required by the R.C., and the cost of lighting intersections. The remaining 98% of the improvement cost is to be paid by special assessment levied on all properties within the City which are benefitted by the public lighting improvement. The assessments are levied based on a percentage of the tax value of each assessed property and are paid in two semi-annual installments.

Exhibits: None.

Vote Required for Approval: Per Section 727.12 of the Ohio Revised Code, this Resolution of Necessity requires the concurrence of three-fourths of the members elected to Council for passage.

Recommendation: Approval

**DECLARING THE NECESSITY OF IMPROVING CITY STREETS AND PUBLIC WAYS
BY THE LIGHTING THEREOF FOR THE YEAR 2025**

WHEREAS, Ohio Revised Code Chapter 727 empowers the legislative authority of a municipal corporation to levy and collect special assessments for the improvement of any street, alley, public road, place, boulevard, parkway, or park entrance by the lighting thereof;

WHEREAS, the City of Franklin City Council has deemed it necessary to levy special assessments, as set forth in this Resolution, against certain real property within the City’s corporate boundaries in order to pay for public street lighting improvements benefitting such property;

WHEREAS, in accordance with R.C. 727.12, a street lighting plan and estimate of cost for lighting improvements for 2025 are on file in the office of the City of Franklin Clerk of Council, and are open to inspection by all persons interested therein; and

WHEREAS, R.C. 727.12 states, after a street lighting plan and estimate of improvement cost are filed with the Clerk of Council, City Council may declare the necessity for the street lighting improvements by the passage of a resolution of necessity.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, three-fourths of the members elected thereto concurring, that:

Section 1. It is hereby declared necessary for the preservation of the public health, safety and welfare of City of Franklin, Ohio residents to improve the streets and other public ways within the City’s corporate boundaries by the lighting thereof for the year 2025; said lighting to be provided by electric lighting and paid for by special assessments levied on all lots and lands bounding and abutting upon such improvements between and including the termini of the improvements (each a “Benefitted Property” and, collectively, the “Benefitted Properties”).

Section 2. The plans and estimate of cost for the improvements, now on file in the office of the Clerk of Council and open to inspection by interested persons, are hereby approved.

Section 3. The total cost of the lighting improvements shall be paid as follows: (i) two percent (2%) of the total cost to be paid by the City; and (ii) ninety-eight percent (98%) of the total cost to be paid through special assessments levied on the Benefitted Properties.

Section 4. The method of levying special assessments for the lighting improvements shall be by percentage of the tax value of each Benefitted Property.

Section 5. The special assessment levied against each Benefitted Property shall be payable in two semi-annual installments; provided, however, the owner of any Benefitted Property may, at the owner’s option, pay the entire special assessment in cash within thirty (30) days after the passage of a subsequent ordinance of Council levying the special assessments provided for herein.

Section 6. Should there be any outstanding balance with respect to the total cost of the lighting improvements after the levy and collection of special assessments therefor, the balance shall be paid by the City from other public funds available and appropriated for such purpose.

Section 7. The City does not intend to issue securities in anticipation of the levy or collection of the special assessments.

Section 8. The Finance Director shall immediately prepare estimated assessments, in accordance with the method of assessment set forth in this Resolution, showing the amount of the special assessment to be levied against each Benefitted Property. Such estimated assessments shall be filed in the office of the Clerk of Council and open to the inspection by interested persons.

Section 9. The Clerk of Council is hereby directed to give notice to the public of the passage of this Resolution, and that the estimated assessments provided for herein are on file with the Clerk of Council and open for public inspection, in accordance with R.C. 727.13 and 727.14.

Section 10. 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 11. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 18, 2024

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 the resolution passed by that body on March 18, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Meeting Date: March 18, 2024

Agenda Item: **Resolution 2024-21**

AUTHORIZING THE SALE TO RILEY REAL ESTATE, LLC OF CERTAIN CITY-OWNED REAL PROPERTY, MORE PARTICULARLY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL NOS. 0431138025, 0431138024, 0431138026, 0431138022, 0431138027, 0431138018, AND 0431138017

Submitted by: Karisa Steed, Assistant City Manager

Scope/Description: The City of Franklin currently owns seven (7) adjacent parcels located on the corner of Sixth Street and Riley Boulevard. RILEY REAL ESTATE, LLC desires to purchase the parcels for the total purchase price \$50,000, and develop a brewery and taproom on the property. City staff supports this project from an economic development perspective.

Pursuant to Section 115.03(a) of the City's Codified Ordinances, City Council may authorize the sale of the involved property to RILEY REAL ESTATE, LLC by a super-majority vote of at least five (5) members of Council in favor of this Resolution.

Exhibits: Exhibit A: Purchase, Sale, and Development Agreement

Exhibit B: Plat of Survey

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-21

AUTHORIZING THE SALE TO RILEY REAL ESTATE, LLC OF CERTAIN CITY-OWNED REAL PROPERTY, MORE PARTICULARLY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL NOS. 0431138025, 0431138024, 0431138026, 0431138022, 0431138027, 0431138018, AND 0431138017

WHEREAS, the City of Franklin, Ohio presently owns seven (7) parcels of real property located on the corner of Sixth Street and Riley Boulevard in the City limits, more particularly described as Warren County Auditor's Parcel Nos. 0431138025, 0431138024, 0431138026, 0431138022, 0431138027, 0431138018, and 0431138017 (the "Property"); and

WHEREAS, RILEY REAL ESTATE, LLC desires to purchase the Property for a total purchase price of Fifty Thousand Dollars and 00/100 (\$50,000), for the purpose of developing a brewing and taproom commercial establishment thereon (the "Project"); and

WHEREAS, the City Council of the City of Franklin, Ohio finds the Project to be a desirable and productive use of the Property, and consistent with the City's ongoing economic development efforts in the area; and

WHEREAS, Council further finds the proposed purchase price for the Property is fair and reasonable compensation to the City for its conveyance of the Property to RILEY REAL ESTATE, LLC in furtherance of the Project; and

WHEREAS, Section 115.03(a) of the City's Codified Ordinances empowers Council to authorize the sale of City-owned real property via resolution when at least five (5) members of Council vote to approve the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, at least five (5) members of Council concurring, that:

Section 1. Council hereby authorizes the City's sale and conveyance of the Property to RILEY REAL ESTATE, LLC for the total purchase price of not less than Fifty Thousand Dollars and 00/100 (\$50,000).

Section 2. The City Manager is hereby authorized to negotiate a purchase and sale agreement with RILEY REAL ESTATE, LLC for the transfer of the Property from the City to RILEY REAL ESTATE, LLC. In addition to the minimum Property sale price identified in Section 1 above, the purchase and sale agreement shall contain such terms and conditions as the City Manager deems fair, reasonable, desirable, and in the interests of the City of Franklin and the public welfare, and as are approved by the Law Director.

Section 3. The City Manager is further authorized to execute and provide any and all contracts (including, but not limited to, the purchase and sale agreement described in Section 2 above), documentation and information necessary to effectuate the sale of the Property to RILEY REAL ESTATE, LLC in accordance with this Resolution.

Section 4. 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
the Rules of Council.

Section 9, Item C.

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

ADOPTED: March 18, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Mayor Brent Centers

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by that body on March 18, 2024.

Khristi Dunn, Clerk of Council

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

This PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ___ day of _____, 2024 (the “**Effective Date**”), by and between **RILEY REAL ESTATE, LLC**, an Ohio limited liability company (with its permitted successors and assigns, the “**Buyer**”), and **THE CITY OF FRANKLIN, OHIO**, an Ohio municipal corporation (the “**Seller**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

WITNESSETH THAT:

In consideration of the mutual promises, representations and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, Seller and Buyer hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, certain real property identified as Warren County Parcel Nos. 0431138025, 0431138024, 0431138026, 043118022, 0431138027, 0431138018, and 0431138017 (the “**Land**”), together with (A) all privileges, easements, appurtenances and hereditaments pertaining thereto, including any existing transformer stations and power lines (the “**Appurtenances**”), and (B) all buildings, structures, fixtures and other improvements located thereon (the “**Improvements**”) (the Land, the Appurtenances and the Improvements are collectively referred to in this Agreement as the “**Property**”). The precise boundaries of the Property will be determined by Survey to be agreed by the Parties during the Inspection Period.

2. Dedication of Right of Way. Buyer understands and agrees that a portion of the Property will need to be dedicated to the City of Franklin for use as public right of way (the “**Dedicated Property**”). The Dedicated Property may consist of up to twelve (12) feet of right of way along each of Riley Blvd and Sixth Street. The Parties will work cooperative to finalize the extent of the Dedicated Property during the Inspection Period and reflect the same on the Survey.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is **Fifty Thousand and no/100 Dollars (\$50,000.00)** (the “**Purchase Price**”) and its undertakings, representations, and warranties specified in this Agreement (and the Seller acknowledges agrees that such amount and undertakings are good and valuable consideration for the Property.

4. Consent to New Community Authority and TIF. Buyer understands and agrees that Seller is preparing a declaration that will incorporate the Property into a new community authority established by the Seller. Buyer consents to the incorporation of the Property into the new community authority, and consents to a CRA replacement charge and to other reasonable charges to be imposed thereby. Buyer furthermore understands that Seller intends to pass tax increment financing legislation pursuant to R.C. 5709.41 that will include the Property, and consents to the same.

5. Inspections; Governmental Approvals.

a. Inspection Period. Buyer shall have the right to conduct certain due diligence work during the period commencing on the Effective Date and ending on the days set forth in Sections 5(a)(i) and 5(a)(ii).

(i) Within sixty (60) days after the Effective Date, Seller shall obtain slithis Agreement.

(ii) For a period of one hundred eighty (180) days after the Effective Date (the “**Inspection Period**”) Buyer shall have the right to (i) conduct all investigations and testing it requires to determine the suitability of the Property, confirmation of availability of utilities, confirmation of the physical condition of the Property, and to obtain financing sufficient for Buyer, all in Buyer’s sole discretion, and (ii) pursue, seek and/or apply for each and every (A) annexation, rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities that Buyer may deem necessary or desirable, to permit and provide for Buyer's intended development and (B) other approval, consent, permit or other matters from, of, or with the appropriate governmental authority or authorities, or other public or private body or person, to permit and provide for Buyer's intended development (collectively, “**Approvals**”). During the Inspection Period, Buyer shall have the right to terminate this Agreement for any reason or no reason by written notice to Seller. If Buyer shall fail to terminate this Agreement in writing on or before the expiration of the Inspection Period, Buyer's right to terminate this Agreement under this Section 5(b) shall expire, and this Agreement shall continue in full force and effect.

6. Access. From and after the Effective Date and until the earlier of the termination of this Agreement or the Closing, Buyer, and the representatives, employees, agents and contractors of Buyer, shall have the right to enter upon the Property for the purpose of inspecting the Property and conducting such inspections, investigations, surveys and studies of the Property as Buyer shall deem necessary or desirable; provided, that Buyer (or Buyer’s agents) shall give reasonable notice of all intended activities or entries upon the Property to Seller and shall use reasonable efforts to minimize disruptions and shall not unreasonably interfere with the rights, operations, use and/or enjoyment of Seller, or any of Seller’s tenants, occupants, invitees, employees or contractors. Except for matters resulting from the negligence or willful misconduct of Seller (or its representatives, employees, agents or contractors), Buyer shall indemnify, defend and hold Seller and its directors, officers, employees, agents and representatives harmless from and against any and all claims arising out of or in connection with Buyer's exercise of any of its rights under this Section 6; provided, that Buyer shall not be liable to Seller for any devaluation of the Property or environmental claims associated with a pre-existing condition on the Property merely discovered by Buyer or the disclosure of such condition. The indemnification provisions hereof shall survive termination of this Agreement. Any information obtained by Buyer in connection with the inspections of the Property shall be deemed confidential and shall not be disclosed to third parties without the written consent of Seller, excepting any disclosure to Buyer’s consultants, professional service providers, or lenders in furtherance of the transaction

contemplated in this Agreement. Additionally, Buyer shall not disclose the results of any inspections of the Property to Seller unless Seller requests the results of such inspections in writing.

7. Survey and Title Review.

a. Receipt of Survey and Title Commitment. Within the time period set forth in Section (b)(i) hereof, Seller shall obtain (and provide a copy to Buyer) of (i) a title commitment from a title company acceptable to Seller (the "**Title Company**") showing the condition of Seller's title to the Property (the "**Title Commitment**"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "**Exceptions**", and together with the Title Commitment, the "**Title Documents**"). Within the time period set forth in Section (5)(a)(i) hereof, Buyer shall obtain (and provide a copy to Seller) of a survey of the Property from a qualified surveyor, depicting the right of way to be dedicated to the City of Franklin at or prior to Closing (the "**Survey**").

b. Objections. Within ninety (90) days after the Effective Date, Buyer may examine the Title Documents and provide written objections to Seller of matters set forth in the Title Documents (collectively, the "**Objections**"). In the event Buyer gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within fifteen (15) days after receipt of Buyer's notice of the Objections, Seller shall give written notice to Buyer informing Buyer of Seller's election with respect to the Objections.

c. Seller's Election. If Seller elects not to attempt to cure any Objections, Buyer's sole remedy under this Agreement shall be to either: (i) elect to terminate this Agreement by written notice to Seller and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the Objections and continue the transactions contemplated by this Agreement. If Seller removes, satisfies or otherwise cures the Objections in a manner acceptable to Buyer in Buyer's sole discretion, then this Agreement shall continue in full force and effect.

d. Termination. To terminate this Agreement pursuant to Section 7(c)(i) of this Agreement, Buyer must give written notice to Seller of Buyer's election to terminate not later than five (5) days after receipt of written notice from Seller of Seller's election not to attempt to cure any Objection. If Buyer fails to give timely notice of its election to terminate, Buyer's right to terminate this Agreement under Section 7(c)(i) of this Agreement shall expire and the Objections shall be deemed to be "**Permitted Encumbrances**". For the avoidance of doubt, no Seller Encumbrance (as defined below) shall be or be deemed to be a Permitted Encumbrance.

e. Seller Encumbrances. Notwithstanding the foregoing, all Seller Encumbrances (as defined below) must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "**Seller Encumbrance**" shall mean (i) any mortgage or deed of trust or other

monetary lien granted or assumed by Seller and encumbering the Property, (ii) any real property taxes and assessments which are delinquent as of the Closing, and (iii) any mechanic's, materialmen's or other similar liens.

8. Closing Conditions.

a. Buyer Closing Conditions. Buyer's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (each a “**Buyer Closing Condition**”):

(i) Seller shall have delivered to Buyer at the Closing a certificate providing that each and every representation and warranty of Seller expressed in this Agreement shall, except to the extent otherwise qualified in this Agreement, be true, complete and accurate in all material respects as of the Closing Date.

(ii) Buyer shall have failed or refused to terminate this Agreement during the Inspection Period as set forth in Section 5(b) hereof.

(iii) The Title Company shall be committed to issue to Buyer effective as of the date and time of the recording of the Deed (as defined below) an owner's title insurance policy, in an amount reasonably determined by the Buyer, insuring that fee simple title to the Land and the Improvements will be vested in Buyer, with the standard exceptions deleted or otherwise revised to account for applicable factual circumstances and otherwise subject only to the Permitted Encumbrances (the “**Title Policy**”).

b. Failure of Buyer Closing Condition. If any Buyer Closing Condition has not been satisfied on or before the Closing Date, then Buyer may elect to terminate this Agreement by written notice to Seller on the Closing Date and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). Buyer shall have the right to unilaterally waive any Buyer Closing Condition by proceeding to Closing.

c. Seller Closing Condition. Seller's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (the “**Seller Closing Conditions**”): (i) the Dedicated Property shall have been dedicated to the City of Franklin; (ii) the Property shall have been included within the City's new community authority and shall be subject to certain assessments and charges thereunder; (iii) Buyer shall have delivered to Seller at the Closing a certificate providing that each and every representation and warranty of Buyer expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date; (iv) in consideration of Seller's interest in seeing the Property put to productive use, Buyer and Seller shall have executed a Right to Repurchase acceptable to Seller that entitles Seller to repurchase the Property from Buyer for the Purchase Price if Buyer shall have failed or refused to complete construction of a brewery and taphouse development on the Property (as evidenced by issuance of a certificate of occupancy) within 2 years after the Closing Date.

d. Failure of the Seller Closing Condition. If any Seller Closing Condition has not been satisfied on or before the Closing Date, then Seller may elect to terminate this Agreement by written notice to Buyer on the Closing Date and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). Seller shall have the right to unilaterally waive the Seller Closing Condition.

9. Representations and Warranties of Seller.

a. Representations and Warranties. Seller represents and warrants to Buyer that:

(i) Seller is a validly existing political subdivision of the State of Ohio. Seller has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Seller is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Seller, creates legal, valid and binding obligations of Seller, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Seller or the Property is bound.

(iii) To the best of Seller's knowledge, there are no unrecorded agreements, contracts, leases or other arrangements or understandings, easements, covenants, conditions, restrictions, liens or encumbrances of any kind or nature concerning or encumbering the Property.

(iv) Seller has not entered into any contract, agreement or option, other than this Agreement, granting to any party the right to purchase the Property that remains in effect.

(v) There are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property or any part thereof.

(vi) Seller has not received from any governmental authority, any notice of zoning, building, fire, health code or other violations or proposed changes with respect to the Property, or any part thereof and there is no action, proceeding, assessment, or investigation pending or threatened against Seller relating to the Property before any court or governmental department, commission, board, agency or instrumentality.

10. Representations and Warranties of Buyer.

a. Representations and Warranties. Buyer hereby represents and warrants to Seller that:

(i) Buyer has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Buyer is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Buyer, creates legal, valid and binding obligations of Buyer, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Buyer is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Buyer (other than those that have been obtained or will be obtained on or prior to the Closing).

11. Condemnation/Damage. In the event of any loss or damage to the Property or any portion thereof (or in the event any governmental authority issues notice of its intent to take the Property or any portion thereof through its power of eminent domain), Buyer may elect to terminate this Agreement by written notice to Seller, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Buyer does not elect to terminate this Agreement, then Buyer may elect to proceed with the transactions contemplated by this Agreement, in which event Seller shall retain all right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property in question at the Closing and Buyer shall receive a credit against the Purchase Price for any such rewards. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

12. Closing. Except as otherwise provided in this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) is to occur in an escrow facilitated by the Title Company on the date which is no later than thirty (30) days following expiration of the Inspection Period (the “**Closing Date**”).

13. Tax Prorations. On or before the Closing Date, Seller shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies and other charges assessed with respect to the Property in the year prior to the year that the Closing occurs but due and payable in the year that the Closing occurs shall be the responsibility of Seller, and to the extent such taxes, assessments, levies and other charges have not been paid by Seller as of the Closing, Buyer shall receive a credit against the portion of the Purchase Price payable at the Closing for such taxes, assessments, levies, and charges; provided that to the extent that such adjustment does not result

in an equitable result consistent with this subsection, the parties shall in good faith resolve such adjustment in good faith. All taxes, assessments, levies or charges assessed with respect to the Property in the year that the Closing occurs but due and payable in the year following the year that the Closing occurs shall be prorated through the date of Closing and Buyer shall receive a credit against the portion of the Purchase Price payable at the Closing for Seller's pro rata portion of such taxes, assessments, levies and charges; provided that to the extent that such adjustment does not result in an equitable result consistent with this subsection, the parties shall in good faith resolve such adjustment in good faith. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax, or such better information as may be available, and this shall be a final settlement. Buyer shall assume the obligation to pay any taxes, assessments, levies and other charges assessed with respect to the Property applicable to periods of time after Closing.

14. Closing Deliveries.

a. Seller's Deliveries. At the Closing, Seller shall deliver the following to Buyer:

(i) A limited warranty deed, in recordable form, duly executed by Seller, conveying to Buyer fee simple title to the Property, subject only to the Permitted Encumbrances;

(ii) A seller's affidavit sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy, including the mechanic's lien exception, no earlier than the date and time of recordation of the deed;

(iii) An executed Right to Repurchase Agreement pursuant to Section 8(c) hereof;

(iv) Such documents as may be necessary to dedicate the Dedicated Property to the City of Franklin

(v) Such other documents as may be required by the terms of this Agreement, the Title Company or Buyer, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement. All of the documents and instruments referenced in this Section 14(a) shall be in a form reasonably acceptable to Buyer.

b. Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

(i) The Purchase Price, subject to any credits or pro-rations provided for in this Agreement;

(ii) An executed Right to Repurchase Agreement acceptable to Seller pursuant to Section 8(c) hereof;

(iii) Such other documents as may be required by the terms of this Agreement or the Title Company, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

c. Closing Statement. At the Closing, Seller and Buyer shall each execute a closing statement drafted by the Title Company or another person reasonably acceptable to both Seller and Buyer in form and content reasonably acceptable to both Buyer and Seller.

d. Closing Costs. Except as otherwise expressly provided in this Agreement, Seller shall pay (a) any recording fees associated with recording of lien releases or other corrective instruments related to title, (b) all conveyance fees, (c) the cost of the Survey and any costs associated with the dedication of the Dedicated property; and (d) half of any closing fees charged by the Title Company. Buyer shall pay (u) half of any closing fees charged by the Title Company, (v) any recording fees associated with recording of the Deed, (w) the cost of the Title Commitment, title search fees, and other title preparation fees charged by the Title Company, and the premium required in connection with the Title Policy issued to Buyer by the Title Company in the amount reasonably determined by Buyer, (x) any endorsements requested by Buyer or Buyer's lender, and (y) all costs associated with Buyer's financing of all or any portion of the Purchase Price or redevelopment of the Property. Each Party shall pay its own attorneys' fees and other costs and expenses of negotiating this Agreement and consummating the Closing hereunder.

e. Possession. Seller shall deliver exclusive possession of the Property to Buyer at the Closing. Except for an easement or other acceptable agreement that preserves Seller's right to lease the Cell Tower Property to third parties in perpetuity, the Property shall not be subject to any leases, tenancies or other contracts or agreements of any kind or nature whatsoever as of the Closing Date.

15. Indemnification. Intentionally Omitted.

16. Default.

a. Seller's Default. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Buyer's material default or the permitted termination of this Agreement by Seller or Buyer as expressly provided in this Agreement, Buyer shall be entitled, following written notice to Seller and fourteen (14) subsequent days' opportunity to cure (or such reasonable additional time not to exceed thirty (30) days if such default is not susceptible to cure within fourteen (14) days), either to (i) elect to terminate this Agreement by written notice to Seller and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), (ii) waive the applicable default and continue the transactions contemplated by this Agreement, or (iii) enforce specific performance of Seller's obligations. In no event shall Buyer be entitled to pursue a claim for monetary damages of any kind against Seller as a result of Seller's breach of this Agreement.

b. Buyer's Default. In the event that Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as expressly provided in this Agreement, Seller shall be entitled, following written notice to Buyer and subsequent fourteen (14) days' opportunity to cure (or such reasonable additional time not to exceed forty-five (45) days if such default is not susceptible to cure within 14 (fourteen) days), to terminate this Agreement.

c. Waiver of Jury Trial. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement. The provisions of this Section 16(c) shall survive the Closing or any earlier termination of this Agreement.

17. Assignment. Buyer may assign this Agreement, upon reasonable written notice to Seller but without Seller's consent to an entity which is an affiliate of, or is owned or controlled by Buyer or its principals, or any other entity that is in control of, or controlled by or under common control with Buyer; provided, that no such assignment shall release Buyer of its obligations or duties under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

18. Brokers. Each of Buyer and Seller represents and warrants that it has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement. The provisions of this Section 18 shall survive the Closing or any earlier termination of this Agreement.

19. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the State of Ohio, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum.

20. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby. The provisions of the opening paragraph on the first page of this Agreement shall become part of this Agreement between the parties for the Property more particularly described herein.

21. Time of Essence. Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

22. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

23. Notices. All notices, consents, requests, or demands which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by email, provided that notices by email for which receipt is confirmed after 5:00 p.m. on any date shall be deemed delivered the next business day, and further provided that such notice is followed within one (1) business day by any other method of delivery set forth in this Section 23, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Buyer:

With a copy to:

If to Seller:

The City of Franklin, Ohio
Attn: City Manager
1 Benjamin Franklin Way
Franklin, Ohio 45005
Email: jwestendorf@franklinohio.org

With a copy to:

Bricker Graydon LLP
Attn: Austin Musser, Esq.
Email: AMusser@brickergraydon.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 23 shall constitute delivery.

24. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

25. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

27. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by either emailed or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Agreement.

28. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term “business day” means a day that is not a Saturday, Sunday or federal legal holiday.

29. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

30. AS-IS. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, ENVIRONMENTAL CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND ANY MATTER SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the Effective Date.

BUYER:

RILEY REAL ESTATE, LLC
an Ohio limited liability company

By _____
Name: _____
Title: _____

SELLER:

THE CITY OF FRANKLIN, OHIO,
an Ohio municipal corporation

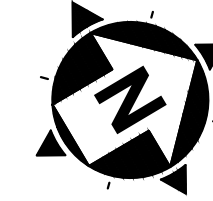
By _____

Name: _____

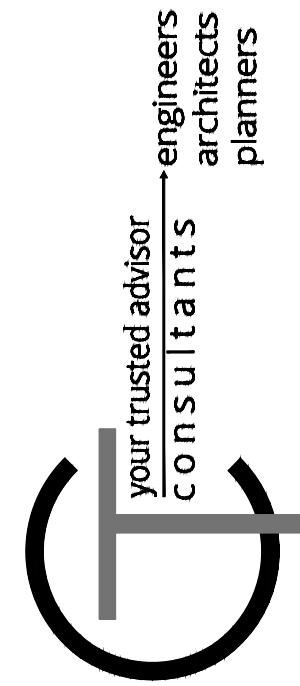
Title: _____

Approved as to Form:

Law Director



NORTH AND BEARING SYSTEM BASED
ON NAD83 (2011) OHIO STATE PLANE,
SOUTH ZONE, US FOOT

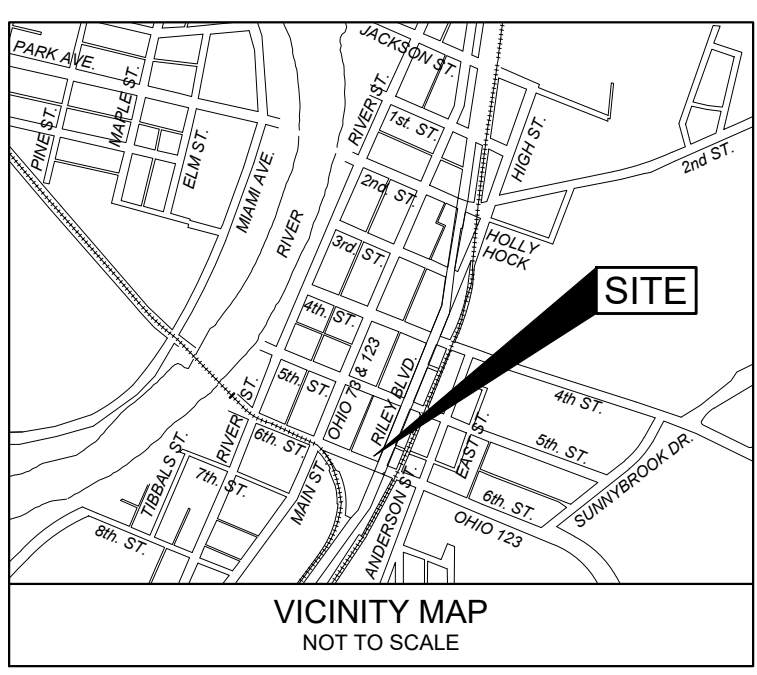
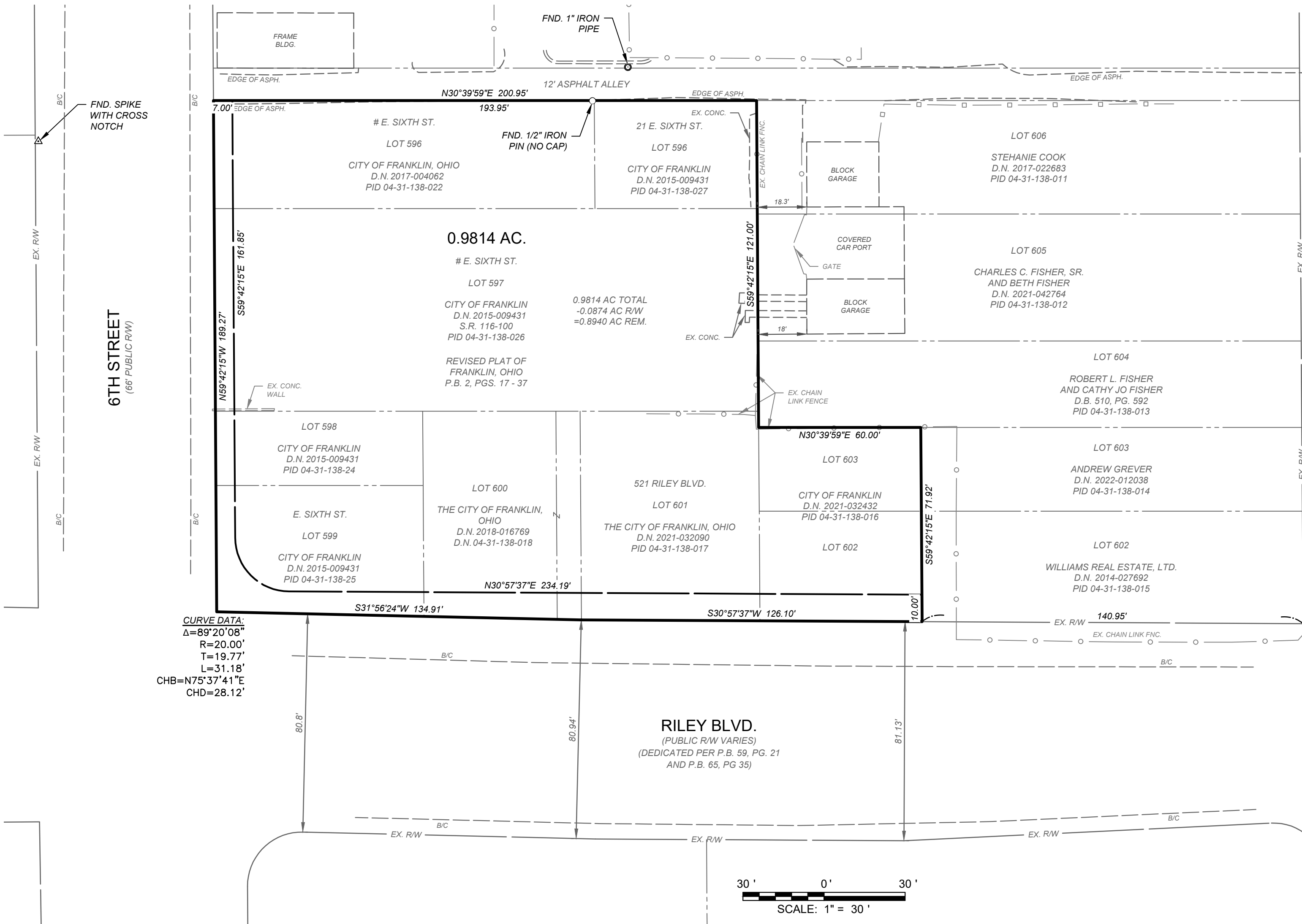


ISSUED FOR:	PLAT	TCOO
ISSUE DATE:	2/22/2024	
SCALE:	1" = 30'	
DRAWN BY:	SFRA	
CHECKED BY:		

**PLAT OF SURVEY
FOR THE CITY OF FRANKLIN, OHIO**

SITUATED IN:
SECTION 31, TOWN 2 EAST, ENTIRE RANGE 5N
FRANKLIN TOWNSHIP
CITY OF FRANKLIN, WARREN COUNTY, OHIO

PROJECT NO.	
241154	
DISCIPLINE	
SURVEY	
SHEET	OF
1	1



SURVEYOR'S LEGEND

- 5/8" x 30" IRON PIN SET, CAPPED
"CT CONS. COOK OH PS 7950"
- IRON PIN FOUND (SIZE NOTED)
- IRON PIPE FOUND (SIZE NOTED)
- △ SPIKE FOUND

OWNER / CLIENT

CITY OF FRANKLIN
1 BENJAMIN FRANKLIN WAY
FRANKLIN, OH. 45005

PROPERTY ADDRESS

SIXTH ST. AND RILEY BLVD.
FRANKLIN, OH. 45005

SURVEYOR'S ADDRESS

CT CONSULTANTS, INC.
INTEGRITY TOWER BUILDING
4420 COOPER ROAD, SUITE 200
CINCINNATI, OH. 45242

CLOSURE

North: 572227.2427'	East: 1459758.4272'
Segment #1 : Line	
Course: N59°42'15"W	Length: 189.27'
North: 572322.7228'	East: 1459595.0053'
Segment #2 : Line	
Course: N30°39'59"E	Length: 200.95'
North: 572495.5702'	East: 1459697.4976'
Segment #3 : Line	
Course: S59°42'15"E	Length: 121.00'
North: 572434.5300'	East: 1459801.9729'
Segment #4 : Line	
Course: N30°39'59"E	Length: 60.00'
North: 572486.1391'	East: 1459832.5752'
Segment #5 : Line	
Course: S59°42'15"E	Length: 71.92'
North: 572449.8580'	East: 1459894.6732'
Segment #6 : Line	
Course: S30°57'37"W	Length: 126.10'
North: 572341.7242'	East: 1459829.8019'
Segment #7 : Line	
Course: S31°56'24"W	Length: 134.91'
North: 572227.2392'	East: 1459758.4303'
Perimeter: 904.15' Area: 0.9814acres	
Error Closure: 0.0047 Course: S41°56'46"E	
Error North: -0.00350 East: 0.00315	
Precision 1: 192372.34	

PRELIMINARY ACCESS APPROVAL

_____ GRANTED _____ NOT APPLICABLE

NEIL F. TUNISON P.E., P.S.
WARREN COUNTY ENGINEER

SURVEYOR'S NOTES

DATA SOURCES INCLUDE DOCUMENTS CITED HEREON.

EXISTING MONUMENTATION IS IN GOOD, USEABLE CONDITION UNLESS OTHERWISE NOTED HEREON.

SET MONUMENTATION IS AS NOTED HEREON.

NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, AND IS SUBJECT TO ANY ADDITIONAL INFORMATION FOUND BY A TITLE EXAMINATION.

LINES OF OCCUPATION, WHERE THEY EXIST, GENERALLY AGREE WITH BOUNDARY LINES.

ALL PLAT AND DEED REFERENCE ARE TO THE WARREN COUNTY, OHIO RECORDER'S OFFICE.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY ME, OR UNDER MY DIRECTION IN ACCORDANCE WITH THE OHIO MINIMUM SURVEYING STANDARDS.

FIELD WORK COMPLETED ON FEBRUARY 20, 2024

CT CONSULTANTS

TERRY W. COOK
OHIO REGISTERED PROFESSIONAL SURVEYOR
NO. 7950 IN THE STATE OF OHIO

DATE _____



LEGISLATIVE COVER MEMO

- Introduction:** March 18, 2024
- Public Hearing:** April 1, 2024
- Effective Date:** May 1, 2024
- Agenda Item:** **Ordinance 2024-03**
AN ORDINANCE TO VACATE A PORTION OF SOUTH AVENUE FROM CEDAR STREET TO THE NORFOLK SOUTHERN RAILROAD PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.04 AND MAINTAINING A PERMANENT PUBLIC EASEMENT THROUGH SAID VACATED RIGHT-OF-WAY PURSUANT TO ORC 723.041
- Submitted by:** Barry Conway, City Engineer
- Scope/Description:** Atlas Roofing Corporation has requested the vacation of a portion of the northern half of South Avenue (a paper street). Atlas owns the property that abuts both sides of the paper street. Certain City and other public utilities exist within this right-of-way. The City has no objection to vacating this portion of South Avenue, but a permanent public utility easement must be retained to ensure the continued maintenance and operation of utilities in the right-of-way.
- Vote Required for Passage:** Per Section 4.03 of the City Charter, following Council’s hearing on the Ordinance, a majority vote of all Council members present shall be required for passage of the Ordinance.
- Exhibits:** Exhibit A – Legal description and survey of right-of-way proposed for vacation.
- Recommendation:** Approval

AN ORDINANCE TO VACATE A PORTION OF SOUTH AVENUE FROM CEDAR STREET TO THE NORFOLK SOUTHERN RAILROAD PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.04 AND MAINTAINING A PERMANENT PUBLIC UTILITY EASEMENT THROUGH SAID VACATED RIGHT-OF-WAY PURSUANT TO ORC 723.041

WHEREAS, Atlas Roofing Corporation submitted to the City of Franklin, Ohio a petition (the "Petition") to vacate a portion of South Avenue from Cedar Street to the Norfolk Southern Railroad, as more particularly described in the legal description and survey of said right-of-way attached as Exhibit A to this Ordinance (the "Street"); and

WHEREAS, Atlas Roofing Corporation is the fee simple owner of the real property abutting both sides of the Street (more particularly described as Warren County Auditor's Parcel Nos. 02-04-256-001 and 02-04-257-003); and

WHEREAS, the Petition requests that the Street be transferred to Atlas Roofing Corporation upon its vacation; and

WHEREAS, Ohio Revised Code, Section 723.04 empowers the City Council of the City of Franklin, Ohio to pass an ordinance vacating the Street if Council is satisfied that good cause exists for such vacation, and the vacation will not be detrimental to the general interest; and

WHEREAS, the City of Franklin has no objection to vacating the Street and transferring the right-of-way to Atlas Roofing Corporation in accordance with the Petition request; provided there are certain public utilities located in the Street and, pursuant to Ohio Revised Code, Section 723.041, any affected public utility shall be deemed to have a permanent easement in such vacated Street for the purpose of maintaining, operating, renewing, reconstructing, and removing its respective utility facilities, and for purposes of access to said facilities.

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 finds and determines that good cause exists to vacate the Street, as requested in Atlas Roofing Corporation's Petition, and that said vacation will not be detrimental to the general interest.

Section 2. The Street is hereby vacated and transferred to Atlas Roofing Corporation (subject to the permanent easement rights described in Section 3 of this Ordinance).

Section 3. Certain public utilities are presently located in the Street and, pursuant to Ohio Revised Code, Section 723.041, any public utility affected by the Street vacation effected by this Ordinance shall be deemed to have a permanent easement in the vacated Street for the purpose of maintaining, operating, renewing, reconstructing, and removing its respective utility facilities, and for purposes of access to said facilities.

Section 4. It is hereby 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. Pursuant to Section 4.04 of the City of Franklin Charter, this Ordinance shall be effective on May 1, 2024.

INTRODUCED: March 18, 2024

ADOPTED: April 1, 2024

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 an Ordinance passed by that body on April 1, 2024.

Khristi Dunn, Clerk of Council

LEGAL DESCRIPTION
SOUTH AVENUE VACATION NORTH HALF

Situated in Section 4, Township 1 N, Range 5 E, City of Franklin, Franklin Township, Warren County, Ohio and being a Vacation of a portion of the northerly half of South Avenue as platted in Mackinaw Addition to the Village of Franklin, Plat Book 1, Page 199. All record references being to the Warren County Recorder's Office.

Beginning in a 5/8" Iron Pin Found in the intersection of the easterly right of way line of Cedar Street and the northerly right of way line of said South Avenue (30' RW) and being the TRUE BEGINNING POINT of the Vacation of a portion of the northerly half of South Avenue herein described; thence the following 4 courses:

1. In said northerly right of way line of South Avenue, South 62° 46' 43" East, 827.72 feet to a point located within a "stump in the westerly line of Pennsylvania Lines, LLC, a wholly owned subsidiary of Norfolk Southern Railway Company, Deed Book 1933, Page 695; thence
2. In said westerly line of Pennsylvania Lines, LLC, South 26° 30' 11" East, 25.35 feet to a 5/8" Iron Pin Set in the centerline of right of way line of said South Avenue; thence
3. In said centerline of right of way line of South Avenue, North 62° 46' 43" West, 848.15 feet to a 5/8" Iron Pin Set in said easterly right of way line of Cedar Street; thence
4. In said easterly right of way line of Cedar Street, North 27° 12' 53" East, 15.00 to the TRUE BEGINNING POINT of a portion of the Vacation of the northerly half of South Avenue herein described.

Containing 0.2885 acres.

Right of way as described hereon to be conveyed with Atlas Roofing Corporation, Official Record 2017-011179 (Parcel Two). Auditor's Parcel No. 02-04-256-001.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (1986 Adjustment). Bearings derived from VRS Observations.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field survey December, 2023.

LEGAL DESCRIPTION
SOUTH AVENUE VACATION SOUTH HALF

Situated in Section 4, Township 1 N, Range 5 E, City of Franklin, Franklin Township, Warren County, Ohio and being a Vacation of a portion of the southerly half of South Avenue as platted in Mackinaw Addition to the Village of Franklin, Plat Book 1, Page 199. All record references being to the Warren County Recorder's Office.

Beginning in a 5/8" Iron Pin Found in the intersection of the easterly right of way line of Cedar Street and the northerly right of way line of said South Avenue (30' RW); thence In said easterly right of way line of Cedar Street, South 27° 12' 53" West, 15.00 feet to a 5/8" Iron Pin Set in the centerline of right of way line of said South Avenue and being the TRUE BEGINNING POINT of the Vacation of a portion the southerly half of South Avenue herein described; thence the following 4 courses:

1. In said centerline of right of way line of said South Avenue, South 62° 46' 43" East, 848.15 feet to a 5/8" Iron Pin Set in the westerly line of Pennsylvania Lines, LLC, a wholly owned subsidiary of Norfolk Southern Railway Company, Deed Book 1933, Page 695; thence
2. In said westerly line of Pennsylvania Lines, LLC, South 26° 30' 11" East, 25.35 feet to a 5/8" Iron Pin Found in the southerly right of way line of said South Avenue; thence
3. In said southerly right of way line of South Avenue, North 62° 46' 43" West, 868.08 feet to a 5/8" Iron Pin Set in said easterly right of way line of Cedar Street; thence
4. In said easterly right of way line of Cedar Street, North 27° 12' 53" East, 15.00 to the TRUE BEGINNING POINT of the Vacation of a portion of the southerly half of South Avenue herein described.

Containing 0.2956 acres.

Right of way as described hereon to be conveyed with Atlas Roofing Corporation, Official Record 2017-011179 (Parcel One). Auditor's Parcel No. 02-04-257-003.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (1986 Adjustment). Bearings derived from VRS Observations.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field survey December, 2023.

LEGAL DESCRIPTION
SOUTH AVENUE VACATION TOTAL

Situated in Section 4, Township 1 N, Range 5 E, City of Franklin, Franklin Township, Warren County, Ohio and being a Vacation of a portion of South Avenue as platted in Mackinaw Addition to the Village of Franklin, Plat Book 1, Page 199. All record references being to the Warren County Recorder's Office.

Beginning in a 5/8" Iron Pin Found in the intersection of the easterly right of way line of Cedar Street and the northerly right of way line of said South Avenue (30' RW) and being the TRUE BEGINNING POINT of the Total Vacation herein described; thence the following 4 courses:

1. In said northerly right of way line of South Avenue, South 62° 46' 43" East, 827.72 feet to a point located within a "stump in the westerly line of Pennsylvania Lines, LLC, a wholly owned subsidiary of Norfolk Southern Railway Company, Deed Book 1933, Page 695; thence
2. In said westerly line of Pennsylvania Lines, LLC, South 26° 30' 11" East, 50.70 feet to a 5/8" Iron Pin Found in the southerly right of way line of said South Avenue; thence
3. In said southerly right of way line of South Avenue, North 62° 46' 43" West, 868.08 feet to a 5/8" Iron Pin Set in said easterly right of way line of Cedar Street; thence
4. In said easterly right of way line of Cedar Street, North 27° 12' 53" East, 30.00 to the TRUE BEGINNING POINT of the Total Vacation herein described.

Containing 0.5841 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (1986 Adjustment). Bearings derived from VRS Observations.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field survey December, 2023.

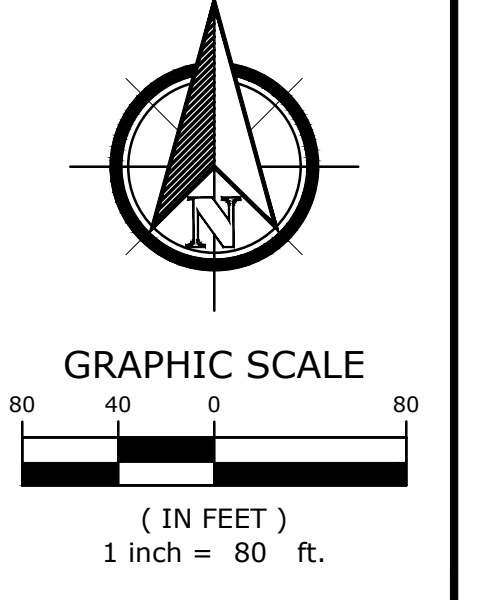
- LEGEND**
- 5/8" IRON PIN FOUND AS NOTED
 - MAG NAIL FOUND
 - 5/8" IRON PIN SET CAPPED "FINN-7181 OH"
 - MAG NAIL SET

VACATION PLAT
 0.5841 ACRES OF SOUTH AVENUE
 MACKINAW ADDITION TO THE VILLAGE OF FRANKLIN
 PLAT BOOK 1, PAGE 199
 SECTION 4, TOWN 1 N, RANGE 5 E
 CITY OF FRANKLIN, FRANKLIN TOWNSHIP
 WARREN COUNTY, OHIO

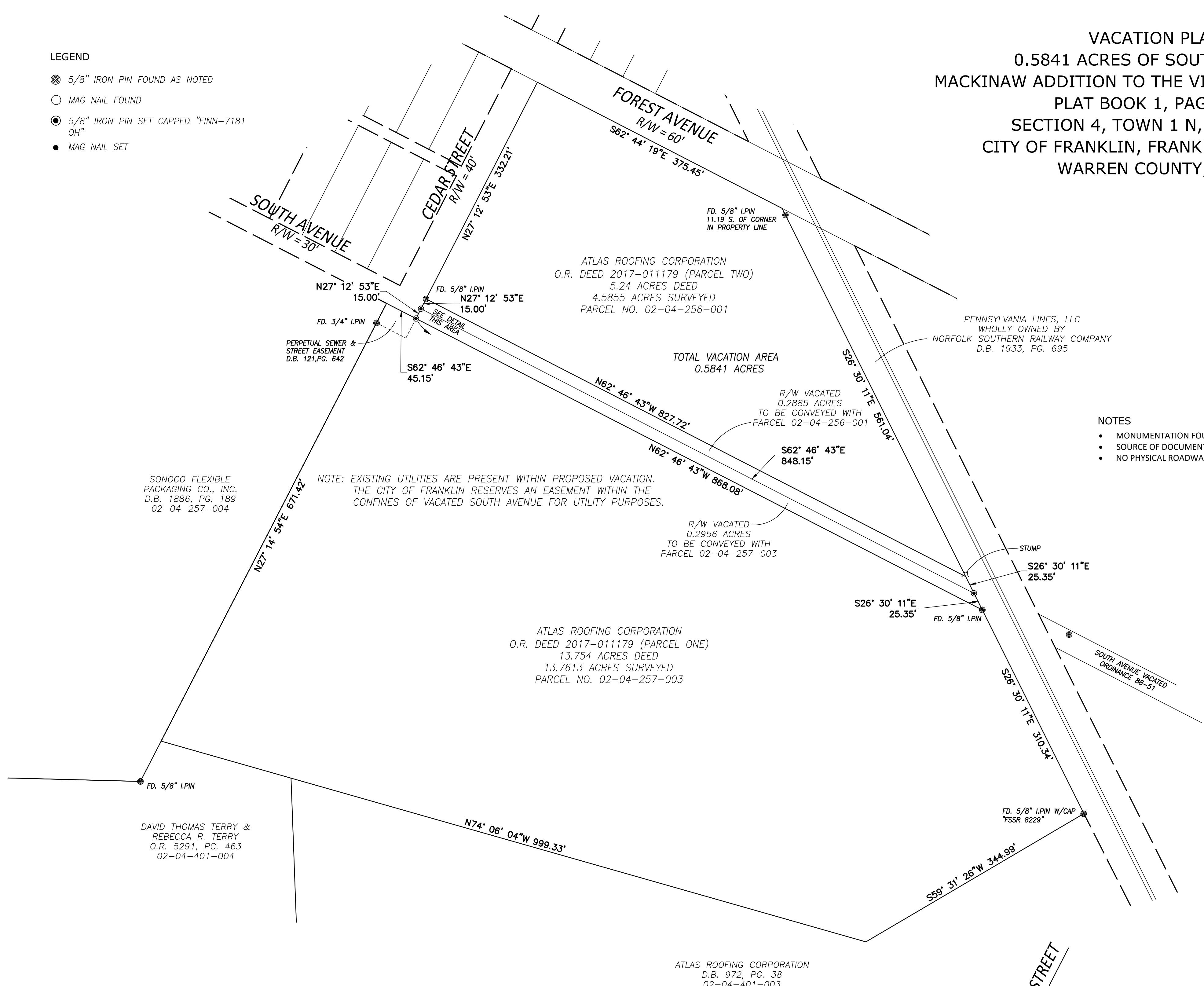


VICINITY MAP ~ N.T.S.

BEARINGS ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE DERIVED FROM VRS OBSERVATIONS.



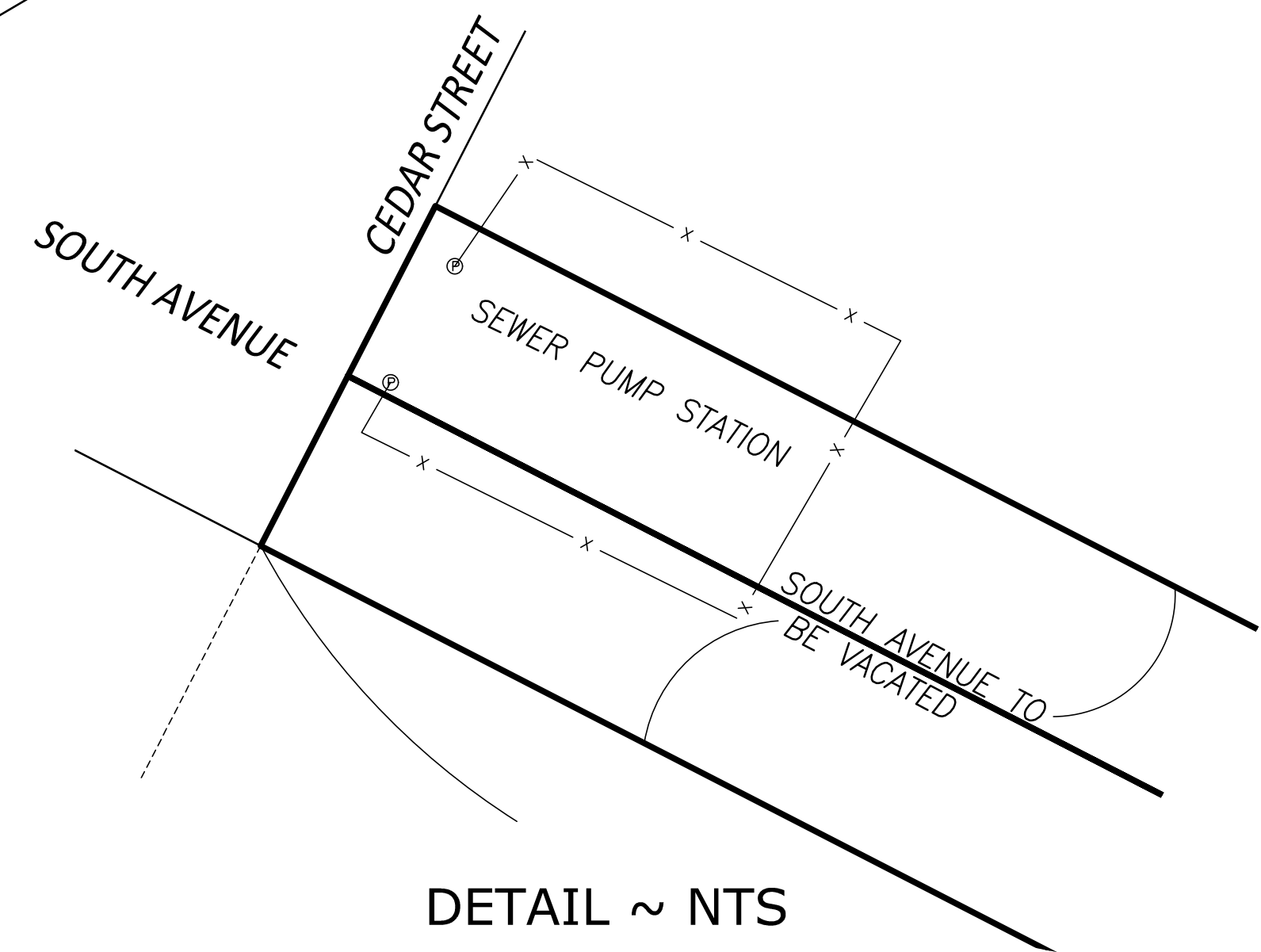
ARCADIS
 23 TRIANGLE PARK DR
 SUITE 2300
 CINCINNATI, OHIO 45246
 (513) 942-3141
 www.arcadis.com



- NOTES**
- MONUMENTATION FOUND IN GOOD CONDITION
 - SOURCE OF DOCUMENTS USED AS SHOWN HEREON.
 - NO PHYSICAL ROADWAY PRESENT WITH VACATION AS SHOWN.

NORTH 0.2885 ACRE CLOSURE
 North: 574913.3974' East: 1457066.6355'
 Segment #1 : Line
 Course: S62° 46' 43"E Length: 827.72'
 North: 574534.7762' East: 1457802.6777'
 Segment #2 : Line
 Course: S26° 30' 11"E Length: 25.35'
 North: 574512.0884' East: 1457813.9909'
 Segment #3 : Line
 Course: N62° 46' 43"W Length: 848.15'
 North: 574900.0582' East: 1457059.7752'
 Segment #4 : Line
 Course: N27° 12' 53"E Length: 15.00'
 North: 574913.3977' East: 1457066.6352'
 Perimeter: 1716.22' Area: 12569 Sq. Ft.
 Error Closure: 0.0004 Course: N60° 04' 58"W
 Error North: 0.00020 East: -0.00035
 Precision 1: 4290547

SOUTH 0.2956 ACRE CLOSURE
 North: 574900.0580' East: 1457059.7756'
 Segment #1 : Line
 Course: S62° 46' 43"E Length: 848.15'
 North: 574512.0882' East: 1457813.9913'
 Segment #2 : Line
 Course: S26° 30' 11"E Length: 25.35'
 North: 574489.4005' East: 1457825.3045'
 Segment #3 : Line
 Course: N62° 46' 43"W Length: 868.59'
 North: 574886.7187' East: 1457052.9153'
 Segment #4 : Line
 Course: N27° 12' 53"E Length: 15.00'
 North: 574900.0582' East: 1457059.7752'
 Perimeter: 1757.09' Area: 12876 Sq. Ft.
 Error Closure: 0.0004 Course: N60° 04' 58"W
 Error North: 0.00020 East: -0.00035
 Precision 1: 4392732



CITY MANAGER
 I HEREBY APPROVE THIS PLAT ON THIS _____ DAY OF _____, 20____

CITY MANAGER

CITY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS _____ DAY OF _____, 20____

CITY ENGINEER

PLANNING COMMISSION
 I HEREBY APPROVE THIS PLAT ON THIS _____ DAY OF _____, 20____

CITY PLANNER

CITY COUNCIL
 I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____, THIS PLAT WAS APPROVED AND ACCEPTED BY ORDINANCE NO. _____.

CLERK OF COUNCIL _____ MAYOR _____

WARREN COUNTY AUDITOR
 TRANSFERRED ON THIS _____ DAY OF _____, 20____

BY: _____ DEPUTY _____ WARREN COUNTY RECORDER

WARREN COUNTY RECORDER
 FILE NO. _____

RECEIVED ON THIS _____ DAY OF _____, 2023 AT _____ M.

RECORDED ON THIS _____ DAY OF _____, 2023 AT _____ M.

RECORDED IN PLAT BOOK _____, PAGES _____

FEE _____

BY: _____ DEPUTY _____ WARREN COUNTY RECORDER

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO AS DEFINED BY CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

PATRICK S. FINN P.S. 7181 _____ DATE

VACATION PLAT
 SECTION 4, TOWN 1 N, RANGE 5 E
 CITY OF FRANKLIN, FRANKLIN TOWNSHIP
 WARREN COUNTY, OHIO

FIELD	DRAFT	CHECK
NR/TB	PF	PF
IBI NO.:	145319	
DATE:	DECEMBER 2023	
SCALE:	1"=80	
PRINT DATE:		

SHEET NO.: 1/1



LEGISLATIVE COVER MEMO

- Introduction:** March 18, 2024
- Public Hearing:** April 1, 2024
- Effective Date:** May 1, 2024
- Agenda Item:** **Ordinance 2024-04**
AN ORDINANCE TO VACATE TWO HUNDRED AND FIFTY FEET OF A FIFTEEN (15) FOOT ALLEY PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.05
- Submitted by:** Barry Conway, City Engineer
- Scope/Description:** Franklin City Schools has requested the vacation of a fifteen (15) foot alley located between Pine Street and 250 feet west. The School District owns the property that abuts both sides of the involved alley. The City has no objection to vacating the alley and transferring the right-of-way to the School District.
- Vote Required for Passage:** Per Section 4.03 of the City Charter, following Council’s hearing on the Ordinance, a majority vote of all Council members present shall be required for passage of the Ordinance.
- Exhibits:** Exhibit A – Legal description and survey of right-of-way proposed for vacation.
- Recommendation:** Approval

CITY OF FRANKLIN, OHIO
ORDINANCE 2024-04

**AN ORDINANCE TO VACATE TWO HUNDRED AND FIFTY FEET OF A FIFTEEN (15) FOOT ALLEY
PURSUANT TO OHIO REVISED CODE (ORC), SECTION 723.05**

WHEREAS, the Board of Education of the Franklin City School District (the "School District") asked the City of Franklin, Ohio to vacate a portion of a certain alley located between Pine Street and 250 feet west, as more particularly described in the legal description and survey of said right-of-way attached as Exhibit A to this Ordinance (the "Alley"); and

WHEREAS, the School District is the fee simple owner of the real property abutting both sides of the Alley (more particularly described in Exhibit A); and

WHEREAS, the School District requests that the Alley be transferred to the School District upon its vacation; and

WHEREAS, Ohio Revised Code, Section 723.05 empowers the City Council of the City of Franklin, Ohio to pass this Ordinance vacating the Alley if Council is satisfied that good cause exists for such vacation, and the vacation will not be detrimental to the general interest; and

WHEREAS, the City of Franklin has no objection to vacating the Alley and transferring the right-of-way to the School District in accordance with their request.

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 finds and determines that good cause exists to vacate the Alley, as requested by the School District, and that said vacation will not be detrimental to the general interest.

Section 2. The Alley is hereby vacated and transferred to the Board of Education of City of Franklin School District (aka the Franklin City Board of Education, Franklin, Ohio; the Board of Education, Franklin, Ohio; the Board of Education of Franklin School District; the Board of Education Franklin School District, Warren County, Ohio).

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

Section 4. Pursuant to Section 4.04 of the City of Franklin Charter, this Ordinance shall be effective on May 1, 2024.

INTRODUCED: March 18, 2024

ADOPTED: April 1, 2024

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 an Ordinance passed by that body on April 1, 2024.

Khristi Dunn, Clerk of Council



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

Legal Description

0.086 Acres
15' Alley Vacation

Situated in Section 4, Town 1 North, Range 5 East, BTM, Franklin Township, City of Franklin, Warren County, Ohio, being a 15-foot alley of Mackinaw Addition to the Village of Franklin as recorded in P.B. 1 Pg. 199, the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the southeast corner of Lot 153 of the aforementioned Mackinaw Addition;

Thence along the west right of way line of Pine Street, S27°17'56"W a distance of 15.00 feet to a 5/8" iron pin set at the northeast corner of Lot 139;

Thence along the north line of Lots 139, 140, 141 and 142, N62°50'12"W a distance of 250.00 feet to a mag nail set;

Thence N27°17'56"E a distance of 15.00 feet to a 2" metal post found at the southwest corner of Lot 149;

Thence along the south line of Lots 149, 150, 151, 152 and the aforementioned Lot 153, S62°50'12"E a distance of 250.00 feet to the Point of Beginning.

Containing 0.086 acres of land, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS). (NAD '83-2011)

The above description is based on a field survey performed by The Kleingers Group in December of 2022 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611. A plat of survey is filed in Volume _____ Page _____ of the Warren County Engineer's Record of Land Surveys.

Matthew D. Habedank Date
Ohio Professional Surveyor No. 8611



1" X 1"
BAR



CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851

PRELIMINARY ACCESS APPROVAL

_____ GRANTED _____ NOT APPLICABLE

NEIL F. TUNISON, P.S., P.E.
WARREN COUNTY ENGINEER

0.086 ACRES:

North: 575300.6708' East: 1457199.8404'

Segment #1 : Line
Course: S27° 17' 56"W Length: 15.00'
North: 575287.3414' East: 1457192.9610'

Segment #2 : Line
Course: N62° 50' 12"W Length: 250.00'
North: 575401.4736' East: 1456970.5338'

Segment #3 : Line
Course: N27° 17' 56"E Length: 15.00'
North: 575414.8030' East: 1456977.4133'

Segment #4 : Line
Course: S62° 50' 12"E Length: 250.00'
North: 575300.6708' East: 1457199.8404'

Perimeter: 530.00' Area: 0.086 acres
Error Closure: 0.0000 Course: N00° 00' 00"E
Error North: 0.00000 East: 0.00000

Precision 1: 530000000.00

SEAL:

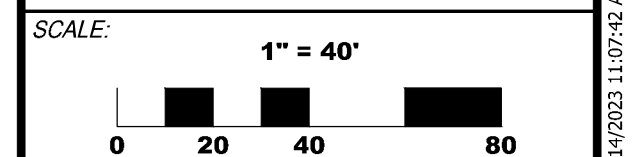


NO.	DATE	DESCRIPTION
1	12-5-2022	VACATION PLAT - JDB

VACATION PLAT
0.086 ACRES
SECTION 4, TOWN 1N, RANGE 5E BTM
FRANKLIN TOWNSHIP
CITY OF FRANKLIN,
WARREN COUNTY, OHIO

PROJECT NO: **221151VSD00**

DATE: **12-05-2022**



SHEET NAME:

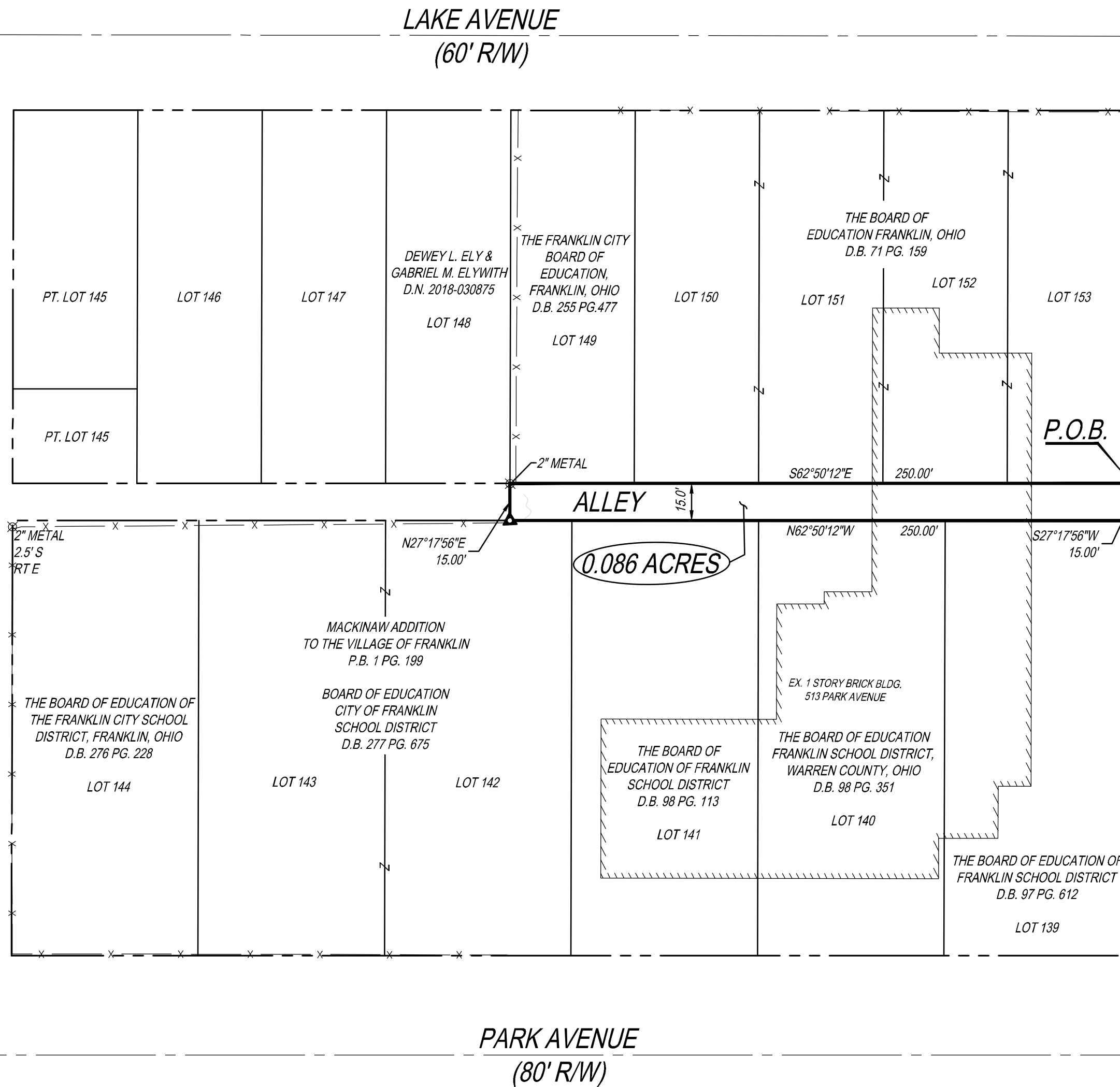
513 PARK AVENUE

SHEET NO.
1 OF 1

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED UNDER MY DIRECTION AND IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733-37 "MINIMUM STANDARDS FOR BOUNDARY SURVEYS". ALL MONUMENTATION HAS BEEN SET AS SHOWN.

MATTHEW D. HABEDANK DATE
OHIO PROFESSIONAL SURVEYOR NO. 8611



LEGEND

- 5/8" IRON PIN SET (UNLESS NOTED OTHERWISE)
- ▲ MAG NAIL SET
- IRON PIN FOUND (SIZE AS NOTED)
- CONCRETE MONUMENT FOUND
- ⊙ PIPE FOUND (SIZE AS NOTED)
- ⊗ FENCE POST
- x — FENCE LINE

NOTES:

- SOURCE DOCUMENTS AS NOTED.
- OCCUPATION IN GENERAL FITS SURVEY.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- ALL IRON PINS SET ARE 5/8" DIAMETER x 30" IRON REBAR WITH ID CAP STAMPED "KLEINGERS".
- BEARINGS ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD '83 - 2011)

221151VSD00.DWG(221151VSD000 513 PARK AVENUE.dwg, 9/14/2023 11:07:42 AM, math)



LEGISLATIVE COVER MEMO

Introduction: March 18, 2024

Public Hearing: April 1, 2024

Effective Date: May 1, 2024

Agenda Item: **Ordinance 2024-05**

APPROVING THE RECORD PLAN FOR K.O. STORAGE THAT INCLUDES THE RIGHT OF WAY DEDICATION OF NORTH DIXIE HIGHWAY/NORTH MAIN STREET.

Submitted by: Barry Conway, City Engineer

Scope/Description: This Record Plan for K.O. Storage includes the Right of Way Dedication of North Dixie Highway/North Main Street.

After holding a public hearing on the request Planning Commission voted at its March 13, 2024 meeting, unanimously (6-0) to make a recommendation to City Council to approve this 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: Exhibit A: Record Plan

Recommendation: Staff recommends that City Council approve this Record Plan for K.O. Storage.

CITY OF FRANKLIN, OHIO
ORDINANCE 2024-05

APPROVING THE RECORD PLAN FOR K.O. STORAGE THAT INCLUDES THE RIGHT OF WAY DEDICATION OF NORTH DIXIE HIGHWAY/NORTH MAIN STREET

WHEREAS, pursuant to Section 1115.06 of the City of Franklin Uniform Development Code (the “UDO”), the City of Franklin Planning Commission, at its March 13, 2024 regular meeting, voted unanimously (6-0) to make a recommendation to Council to approve the Record Plan that includes the right-of-way dedication of North Dixie Highway/North Main Street in PC Case 24-04; and

WHEREAS, City Council finds it to be in the best interests of the health, safety and welfare of the City and its residents to accept Planning Commission’s recommendation and accept the Record Plan for K.O. Storage on North Dixie Highway/North Main Street as shown on Exhibit A.

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

Section 1. Council hereby accepts Planning Commission’s recommendation to approve the Record Plan for K.O. Storage that includes the Right-of-Way dedication of North Dixie Highway/North Main Street.

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

Section 3. 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 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 become effective on May 1, 2024.

INTRODUCED: March 18, 2024

ADOPTED: April 1, 2024

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 2024-05 passed by that body on April 1, 2024.

Khristi Dunn, Clerk of Council

Approved as to form: _____, Ben Yoder, Law Director

ACCEPTANCE

O-24-05
Exhibit A

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LAND HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND HEREBY DEDICATE THE STREETS AS SHOWN HEREON TO THE PUBLIC USE FOREVER. STORM & DRAINAGE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF THE LOT. THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THIS AREA. THIS AREA SHALL BE RESERVED FOR THE DETENTION BASINS AND SHALL BE MAINTAINED AS SUCH.

OWNER / REPRESENTATIVE
KOSF II - FRANKLIN LLC

DATE

AKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF _____

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME _____ WHO THEN AND THERE DID ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT, AND THE SAME IS HER FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL OF NOTARY ON THE DAY, MONTH AND YEAR AFORESAID:

NOTARY PUBLIC

COMMISSION EXPIRY: _____

SURVEYOR'S NOTES

- 1. NORTH AND BEARING SYSTEM BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(12a) AND FURTHER BASED ON THE OHIO DEPARTMENT OF TRANSPORTATION, RTN (REAL TIME NETWORK), AS COLLECTED UTILIZING AND SP90 RECEIVER DURING A FIELD SURVEY PREPARED BY A LAND PROFESSIONALS, AND DATED 02/02/2023. REFERENCE TO THE BEARING SYSTEM IS MADE TO THE FOUND MONUMENTS ON THE CENTERLINE OF MAIN STREET (SOUTH 33°32'19" WEST)
- 2. ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE IN THE WARREN COUNTY RECORDERS OFFICE ON FILE IN LEBANON, OH.
- 3. SURVEY PREPARED FROM FIELDWORK PERFORMED IN APRIL, 2023. ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- 4. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH ON THE SUBJECT PARCEL.
- 5. THE LANDS OF THE GRANTOR ARE SHOWN IN THEIR ENTIRETY.

DEED REFERENCE

SITUATE IN SECTION 33, TOWN 2, RANGE 5 M.Rs., CITY OF FRANKLIN, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO AND CONTAINING 4.2208 ACRES OF LAND BEING ALL OF THE 2.117 AND 2.1031 ACRE TRACTS OF KOSF II - FRANKLIN LLC, DN 2023-001383

FLOOD ZONE STATEMENT

THE PROPERTY AS SURVEYED CURRENTLY LIES WITHIN ZONE "AE" & "SHADED X" - AREA OF FLOOD HAZARD, AS SHOWN ON FIRM 39165C0008F WITH AN EFFECTIVE DATE OF 12/20/2019

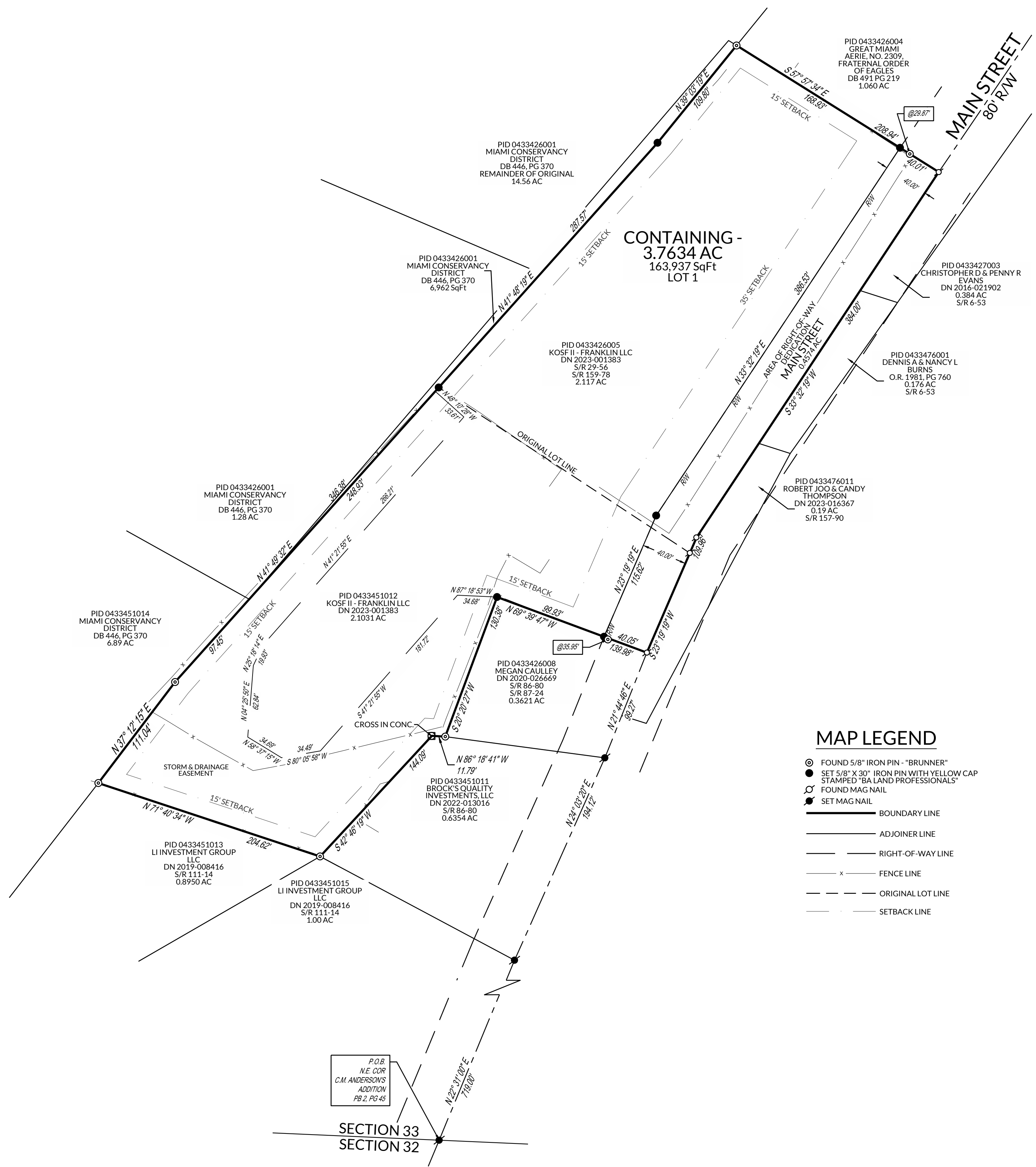
OCCUPATION STATEMENT

NO EXISTING OCCUPATION AS NOTED ALONG THE BOUNDARY LINES AS ASCERTAINED.

PERTINENT DOCUMENTS

ALL PERTINENT DOCUMENTS USED TO ASCERTAIN THE BOUNDARY AS SHOWN HEREON.

RECORD PLAN
K.O. STORAGE
SECTION 33, TOWN 2, RANGE 5, M.Rs.
CITY OF FRANKLIN, FRANKLIN TOWNSHIP
WARREN COUNTY, STATE OF OHIO
MARCH 2024
4.2208 TOTAL ACRES



CITY ENGINEER

APPROVED THIS _____ DAY OF _____ OF 2024 AND APPROVED BY: _____

CITY ENGINEER

CITY MANAGER

APPROVED THIS _____ DAY OF _____ OF 2024 AND APPROVED BY: _____

CITY MANAGER

CITY PLANNING COMMISSION

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2024

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF FRANKLIN, OH

CHAIRMAN

CITY COUNCIL

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2024

THIS PLAT IS APPROVED AND ACCEPTED BY ORDINANCE, 0-24-____ PASSED BY THE COUNCIL OF THE CITY OF FRANKLIN, OHIO

MAYOR

CLERK

ORDINANCE #

WARREN COUNTY OHIO AUDITOR

TRANSFERRED THIS _____ DAY OF _____, 2024 @ _____

WARREN COUNTY AUDITOR

DEPUTY AUDITOR

WARREN COUNTY OHIO RECORDER

RECEIVED THIS _____ DAY OF _____, 2024 @ _____

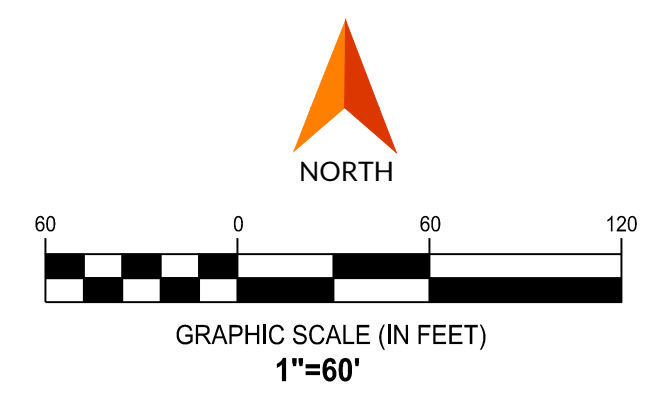
RECORDED THIS _____ DAY OF _____, 2024 @ _____

PLAT BOOK _____, PAGE _____

FILE NUMBER _____, FEE OF \$ _____

RECORDER

DEPUTY RECORDER



OWNER/DEVELOPER

KOSF II - FRANKLIN LLC
10301 WAYZETE BLVD
MINNETONKA, MN 55505

SURVEYOR

J. BRYANT ABT, PS
OHIO P.S. # 8593
BA LAND PROFESSIONALS, LLC
301 BOURBON STREET
BLANCHESTER, OH 45107
937.558.6671
WWW.BALANDPROS.COM
ABT@BALANDPROS.COM

RECORD PLAN

K. O. STORAGE

1073 N MAIN ST SECTION 33, TOWN 2, RANGE 5, M.Rs.
CITY OF FRANKLIN, FRANKLIN TOWNSHIP WARREN COUNTY, OHIO

SCALE: 1" = 60' DATE: 01/24/2024 REV 02/29/2024

DESIGN:	N/A	JOB NO.:	23-0133
DRAWN:	DPB	SHEET NO.:	1 OF 1
CHECKED:	JBA		

