



CITY COUNCIL MEETING

Monday, March 04, 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.](#) February 5, 2024
 - [B.](#) February 24, 2024
5. PRESENTATIONS
 - A. Recognizing Dr. Gebhart for Years of Service as Medical Director (Jonathan Westendorf & Chief Stitzel)
 - B. Franklin City Schools Levy (Dr. Sander)
 - C. Warren County Drug Task Force Annual Report (Major Arrasmith)
 - D. Public Works Update (Steve Inman)
 - E. Committee Reports
6. RECEPTION OF VISITORS
7. PUBLIC HEARING
 - [A.](#) **ORDINANCE 2024-01** AMENDING CHAPTER 935 OF THE CITY OF FRANKLIN CODIFIED ORDINANCES (Jonathan Westendorf)
 - a. Exhibit A: Chapter 935
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 (Barry Conway)
 - [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 (Barry Conway)

- 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 (Barry Conway)
- D. **RESOLUTION 2024-13** A RESOLUTION TO APPOINT MAYOR MARK MESSER TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE REPRESENTING THE CITY OF LEBANON (Jonathan Westendorf)
- 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 (Barry Conway)
- F. **RESOLUTION 2024-15** AMENDING THE POSITION DESCRIPTION FOR THE FULL-TIME INCOME TAX CLERK (Cindi Chibis)
 - a. Exhibit A: Income Tax Clerk Job Description
- G. **RESOLUTION 2024-16** OPENING PROMOTIONAL EXAMINATIONS FOR VACANT FIRE & EMS LIEUTENANT POSITION TO OUTSIDE QUALIFIED CANDIDATES (Chief Stitzel)
- H. **RESOLUTION 2024-17** AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK (Chief Stitzel)
 - a. Exhibit A: Equipment Schedule
- 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 (Chief Colon)
- J. FEMA Assistance to Firefighters Grant Application (Chief Stitzel)
- K. Flock Contract (Chief Colon)

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 (Jonathan Westendorf)
 - a. Exhibit A: Sections 1103.01 and 1107.07 of the UDO
 - b. Exhibit B: Section 1115.10 of the UDO

10. CITY MANAGER'S REPORT

11. COUNCIL COMMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT



CITY COUNCIL MEETING

Monday, February 05, 2024 at 6:00 PM

1 Benjamin Franklin Way Franklin, Ohio 45005

www.FranklinOhio.org

CLERK'S JOURNAL

1. CALL TO ORDER

Vice Mayor Hall called the meeting to order at 6:00pm.

2. ROLL CALL

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

- ABSENT
- Mayor Brent Centers

Mr. Westendorf, Mr. Yoder, Ms. Trice, Ms. Dunn, Ms. Steed. Chief Colon, Chief Stitzel, Mr. Miller, Ms. Chibis, and 5 guests were also in attendance. There was one member of the press.

3. PLEDGE OF ALLEGIANCE

Chief Colon led the pledge of allegiance.

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

- A. January 8, 2024

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

5. PRESENTATIONS

- A. Warren County Career Center Bond Issue: Joel King, Superintendent and Cathy McMonigle, Treasurer

Mr. Joel King, Superintendent of Warren County Career Center, shared facts about the upcoming Bond Issue. The issue is on the March 19 primary ballot. The Career Center was approached by the Ohio Facilities Construction Commission to collaborate on a new facility. WCCC is at 100% capacity for high school career tech programs for the 2023-2024 school year. There were 800 applications for only 534 spots, resulting in over 250 students not getting into the career program they wanted. They do not want to turn any more students away.

Vice Mayor Hall said that there is definitely a need. The building has been around forever and they have managed it well. He hopes the bond issues goes well. Mrs. Fouts agreed and said she sees a large need. Mr. Ruppert shared a story of success about a neighbor in the program. Mr. Wilcher asked if operating funds would be needed. Mr. King replied that additional operating funds are not anticipated to be needed. The increase in students would provide additional state funding.

B. Introduction of New Medical Director

Dr. Gebhardt is taking on new responsibilities at the hospital in Mason and unable to continue as the City’s Medical Director. Chief Stitzel introduced Dr. Parvinder Singh as the City’s new medical director. He said that Dr. Singh is similar minded as they both would like to lead the way in the industry. Dr. Singh’s goal is to make sure that our team is prepared well and equipped well. Council welcomed Dr. Singh. Vice Mayor Hall said he hopes this is another long-standing relationship.

C. Committee Reports

Mr. Ruppert gave an update from the Parks and Recreation Committee meeting held on January 22, 2024.

The rates for 2024 were discussed and set. Resident rates for the pool remained the same as 2023. Shelter rental fees for residents will remain at \$25 for all shelters. Non-resident pool and shelter fees increased. Shelter rentals will now be available in 4-hour increments.

The Water Main extension project starts in March. The new above ground water storage tank behind the old JEMS building adjacent to Community Park will begin in August. Staff will open up the back entrances to the park. Millard field will be closed after the FRA season is over. Staff will work with the contractors to see how much of the front entrance will be open and when.

Mr. Inman is working with all the local recreation leagues to schedule practices for the upcoming seasons.

Staff is working on the installation of a berm around the new playground equipment, and possibly the tennis courts.

Mr. Inman reported that the tennis courts will need to be resurfaced in June. This is needed every five years. The cost is \$45,000 for the tennis courts at Community Park. Resurfacing the basketball courts is \$30,000. He has found a new option that he’d like to try at Harmon Park. The cost \$28,000/court for and lasts 20 years.

The new shared use path in Community Park connects to Hazelwood Park, which contains a dog-park. The Committee asked staff to bring back changes to the Code that allow for dogs, while including leash regulations and not exposing the City to liability.

Staff will work with the team at Bricker to explore offering staff discounted rates to the pool.

The Committee decided not to offer pool entry/pass donations.

Staff does not feel that a 4th of July festival this year, or next, is feasible with the entrance of the park being at least partially blocked. The Committee asked staff to bring the topic to Council for further discussion. Council continued this discussion during the City Manager’s report.

Mr. Aldridge asked about collaboration and cost-sharing on the tennis courts. Mr. Ruppert reported that there was not currently any cost-sharing.

6. RECEPTION OF VISITORS

Vice Mayor Hall opened and closed the Reception of Visitors at 6:27pm as none asked to be heard.

7. NEW BUSINESS

A. RESOLUTION 2024-04 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE WARREN COUNTY ENGINEER’S OFFICE TO PARTICIPATE IN THE WARREN COUNTY JOINT SALT PURCHASING PROGRAM

This is the seventh year we have contracted with the Warren County Engineer’s Office to purchase road salt. Last year we received our salt from Cargill at a price of \$89.05 per ton. We used approximately 1,156 tons of salt for the 2023 season. We have to provide the County Engineer with an estimate of salt needed for the 2024 season before they go out to bid. We have estimated our purchase at 2,000 tons; although we are only required under the program to purchase what we need, which could be less than the 2,000 tons we are estimating.

Motion made by Ruppert, Seconded by Aldridge.

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

Motion passed.

B. RESOLUTION 2024-05 ENACTING THE FINAL LEGISLATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO COMPLETE THE EAST SECOND STREET RESURFACING PROJECT

This Resolution is the final legislation required by ODOT for the resurfacing of East Second Street (SR 73) from River Street to Deardoff Road (PID No. 115746). The project consists of pavement planing, pavement repair, resurfacing, and pavement marking, along with curb and gutter, sidewalk, and curb ramp upgrades. The City share of the project will come from the ODOT Program Fund. The final estimate for the project is \$2,119,813.91. The City’s share of the project is \$919,896.00.

Motion made by Wilcher, Seconded by Fouts.

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

Motion passed.

C. RESOLUTION 2024-06 AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING CONTRACT BETWEEN THE CITY OF FRANKLIN AND FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO FOR PAUL E. FITZGERALD POOL OPERATIONAL COSTS

This Resolution authorizes the City Manager to sign a contract setting forth the respective obligations of the City of Franklin and Franklin Township to share in the operational costs associated with the Paul E. Fitzgerald Pool for the next five (5) years. According to the contract, Franklin Township will contribute: (i) \$30,000 annually towards pool operational costs in 2024-2026; and (ii) \$35,000 annually towards pool operational costs in 2027-2028. The City of Franklin will pay the remaining balance of pool costs each year.

Motion made by D. Centers, Seconded by Aldridge.

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

Motion passed.

D. RESOLUTION 2024-07 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH RESPECT TO REAL PROPERTY LOCATED AT 9 AND 11 E. SIXTH STREET, FRANKLIN, OHIO 45005 (WARREN COUNTY AUDITOR’S PARCEL NOS. 0431138020 AND 0431138021)

This Resolution authorizes the City Manager to sign an agreement on the City’s behalf to purchase the 9 and 11 E. Sixth Street parcels for a total of \$125,000.

Motion made by Aldridge, Seconded by Wilcher.

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

Motion passed.

E. RESOLUTION 2024-08 AMENDING THE POSITION DESCRIPTION FOR THE UTILITY BILLING ADMINISTRATOR AND WATER PLANT SUPERINTENDENT

As we prepare for the upcoming retirement of the Utility Billing Administrator, we've updated the job description to more accurately depict the duties of the position.

The Water Plant Superintendent is an unclassified position. The job description is being corrected to accurately reflect this status.

Motion made by Ruppert, Seconded by Aldridge.

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

Motion passed.

F. RESOLUTION 2024-09 AMENDING RESOLUTION 2023-85 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN PERSONNEL FOR THE YEAR 2024

In preparation for the upcoming retirement of the Utility Billing Administrator, an additional position is being added to allow for a training period of the new Administrator.

Motion made by Aldridge, Seconded by Fouts.

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

Motion passed.

G. Electricity Aggregation Program

The electric aggregation contract with Constellation for the City's residents expires this May. Staff is exploring options with consultants to secure the best rate and term for our residents. We request a motion authorizing the City Manager to execute a new electricity supplier contract for the City's electricity aggregation program based on the recommendation of the City's program consultant

Motion made by Ruppert, Seconded by Wilcher.

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

Motion passed.

8. INTRODUCTION OF NEW LEGISLATION

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

9. CITY MANAGER'S REPORT

Mr. Westendorf reported that bid documents were being prepared for the beautification project at SR-73/75. The bids will be opened on February 27 and brought to Council to award in March.

He gave an update on the Sixth Street (SR 123) Water Main Extension and Water tower project. Construction of the water tower and pumphouse will extend throughout this summer, and into next year. The construction of the Roundabout next summer will also impact accessibility to community park and impact the festival as well.

Staff did not feel that a Fourth of July festival this year, or next, is feasible with the entrance of the park being at least partially blocked. After Council discussion, it was decided that no Fourth of July festivities could be hosted due to safety, accessibility and traffic flow issues.

Mr. Westendorf gave an update on the Downtown construction. Fourth Street was open and should remain open until the next phase. Duke was scheduled to be on site the next week. Flaggers are used as needed.

The RAISE grant application process was going well. Staff was seeking endorsement from Senator Vance’s team. They had gathered letters of support from a variety of groups.

KLH is the lighting vendor the City is using downtown. Staff is working with them to explore lighting Lion's Bridge. The engineering survey is \$3,800, design is \$18,000, and will provide concept images to work into the downtown plan. Mrs. Fouts said this portion of the project is extremely important. Mr. Wilcher agreed.

10. COUNCIL COMMENTS

Mr. Wilcher had no comments.

Mr. D. Centers thanked Mr. King and Mrs. McMongile. He is a huge advocate of the Warren County Career Center. His brother was an instructor. He’s heard lots of stories about kids who come in with bad home situations and were able to get great jobs.

Mrs. Fouts was excited about the work to be done along Second Street. There is a business on Millard that recently caught fire. She said people are dumping on that property and asked staff to investigate it. She said the downtown construction is exciting.

Mr. Ruppert thinks staff should move forward with the engineering of lighting the Lion’s Bridge. It will only cost more in the future. He appreciates construction crews working at night and is surprised at how well it goes. They are very efficient. He is apprehensive about the resurfacing of 2nd Street as people routinely travel at a high rate of speed.

Mr. Aldridge had no comments.

Vice Mayor Hall said he knows the construction is a pain, but it will be worth it once it’s complete. He thanked staff for their hard work that has been put into motion. It is what Council has pushed for. He appreciates it more than he can say. He doesn’t think people understand how long it’s been since the infrastructure has been upgraded and how long it’s been needed. When it is complete, we will have a celebration!

He thinks the back entrances being open at the park will mitigate the everyday entrance issues. Having a large crowd, like on the Fouth of July, would be an issue for safety.

11. EXECUTIVE SESSION

- A. To consider the employment, appointment, and compensation of a public employee or official pursuant to ORC 121.22 (G)(1).
- B. To consider the purchase of property for public purposes pursuant to ORC 121.22 (G)(2).
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action pursuant to ORC 121.22 (G)(5).

Motion to enter executive session made by Ruppert, Seconded by Aldridge.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Aldridge, Fouts, Wilcher
Motion passed. Council entered into executive session at 7:26PM.

Motion to exit executive session made by Fouts, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Fouts, Wilcher
Motion passed. Council exited executive session at 9:19pm. Mr. Aldridge had been excused during the executive session.

12. ADJOURNMENT

Motion made by Fouts, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Fouts, Wilcher
Motion passed. Council adjourned at 9:19pm.

Brent Centers, Mayor

Khristi Dunn, Clerk of Council



SPECIAL CITY COUNCIL MEETING

Saturday, February 24, 2024 at 8:30 AM
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 8:31AM.

2. ROLL CALL

PRESENT

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

ABSENT

- Matt Wilcher

Mr. Westendorf, Ms. Dunn and two guests were also in attendance.

3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Centers.

4. EXECUTIVE SESSION

- A. To consider the purchase of property for public purposes pursuant to ORC 121.22 (G)(2).

Motion made by D. Centers, Seconded by Ruppert.

Voting Yea: D. Centers, Ruppert, Mayor Centers, Aldridge, Fouts

Voting Nay: Vice Mayor Hall

Motion passed. Council entered into executive session at 8:33AM.

Motion to come out of executive session made by D. Centers, Seconded by Ruppert.

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

Motion passed. Council exited executive session at 8:51AM

5. NEW BUSINESS

- A. Authorization to Apply for RAISE Grant

Mr. Westendorf gave an update on the RAISE grant application process. Staff had met with the grant writer for approximately four hours the previous day. She expressed confidence in the strength of the application and likelihood of receiving funds.

Mr. Westendorf explained the bank stabilization that needs to occur due to erosion of the riverbank, as well as traffic safety improvements needed. There was a pedestrian fatality on the west side of the Lion's Bridge that warrants the need for dramatic safety improvements at that intersection, as well as relief of congestion that already occurs.

Mr. Aldridge had no concerns. He is fully supportive of the grant as written. Mr. D. Centers said he felt better after Mr. Westendorf's presentation.

Mayor Centers asked for a motion authorizing the City Manager to file a RAISE Grant seeking \$25M for this project as described and submit a Letter of Commitment to the Secretary of Transportation providing up to \$2,700,000 of municipal funds as local cost-share towards the project.

Motion made by Vice Mayor Hall, Seconded by Aldridge.

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

Motion passed.

Mr. Aldridge was excused at 10:12AM.

B. Discussion- Streetscape Update

Mr. Westendorf gave an update on the Streetscape project. Pavers will arrive mid-March and work will continue for 166 days until all pavers are complete. Contractor should be done with work between Fourth and Fifth Streets in April. They will move from Fifth to Sixth until mid-June.

6. CITY MANAGER'S REPORT

Mr. Westendorf offered to stay and go over any further detail as needed if any members had additional questions. He would be attending the Ohio City Manager conference the following week and will be on vacation following the March 4 Council meeting.

7. COUNCIL COMMENTS

Mrs. Fouts had no comments.

Mr. D. Centers had no comments.

Mr. Ruppert had no comments.

Vice Mayor Hall thanked staff for all their hard work.

Mayor Center wished good health to Mr. Wilcher. He mentioned the dedication of the new Franklin High School scheduled for the following Saturday. He appreciates the work that went into the RAISE grant application and the meeting that day.

8. ADJOURNMENT

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

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

Motion passed. Council adjourned at 10:20AM

Brent Centers, Mayor

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: February 5, 2024

Public Hearing: March 4, 2024

Effective Date: April 3, 2024

Agenda Item: **Ordinance 2024-01**

AMENDING CHAPTER 935 OF THE CITY OF FRANKLIN CODIFIED ORDINANCES

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: 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.

Exhibits: Exhibit A – Chapter 935

AMENDING CHAPTER 935 OF THE CITY OF FRANKLIN CODIFIED ORDINANCES

WHEREAS, the City of Franklin Parks and Recreation Commission is charged with responsibility for studying the recreational needs of Franklin residents, and recommending rules and regulations for the City’s public park system;

WHEREAS, in accordance with the Parks and Recreation Commission’s official duties, the Commission has recommended certain amendments be made to Chapter 935 of the City’s Codified Ordinances, governing the public’s use of the City’s parks;

WHEREAS, the Commission’s recommended amendments to Chapter 935 are set forth in Exhibit A attached to this Ordinance (the “Amendments”); and

WHEREAS, City Council has reviewed the Amendments and finds that their adoption is in the best interests of the Franklin community.

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

Section 1. Chapter 935 is hereby amended as set forth in Exhibit A attached to this Ordinance.

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: February 5, 2024

ADOPTED: March 4, 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 2024-01 passed by City Council on March 4, 2024.

Khristi Dunn, Clerk of Council

APPROVED AS TO FORM:

Ben Yoder, Law Director

CHAPTER 935 - Parks

935.01 Park Rules And Regulations

935.02 Permits And Rentals

935.03 Carrying Or Possessing Concealed Weapons In City Parks

935.04 Carrying Or Possessing Weapons In School Safety Zones

935.05 Definitions

935.06 Rules Applicable To Hazel Woods Park

935.07 Rules Applicable To Food Truck Park

935.08 Animals in Parks

935.99 Penalties

CROSS REFERENCES

See sectional histories for similar State law

Hunting prohibited - see GEN. OFF. 505.11

Juvenile Curfew - see GEN. OFF. 531.03

Parks and Recreation Commission - see CHTR. 7.03; BDS. AND COMMS. Ch. 184

Unlawful congregation - see GEN. OFF. 509.09

935.01 Park Rules And Regulations

(a) Rules and Regulations: The following rules and regulations govern the use of City-owned parks and park property, and are in addition to all local, federal and state laws. "Park" as used herein, includes "playground." However, where the rules and regulations specifically refer to a "playground," such reference shall mean solely the area(s) within a park where the City maintains playground equipment.

- (1) *Alcohol* - No person shall bring into or on park property, or otherwise have in his or her possession any kind of intoxicating liquor or beer within or on park property. This prohibition does not apply to alcohol sold at City-sponsored events, when such alcohol is consumed and kept within designated areas.
- (2) *Animals* - ~~No dogs,~~ Dogs shall be permitted on park property, subject to the provisions of this Chapter. except for or any Any other animal of any kind, including, but not limited to, horses, cattle, goats, swine and fowl are ~~allowed~~ prohibited within or on park property without the consent of the Parks & Recreation Commission. This prohibition does not apply to service animals, as the same are defined by the Americans with Disabilities Act (ADA). "Animal" as used herein shall refer to dogs and service animals permitted on park property according to this Chapter.
- (3) *Balls or golf* - No person shall throw or bat a hard ball, or drive, putt or play with a golf ball within or on park property, except at such places as are set aside therefor by the Parks & Recreation Commission.

- (4) *Boating* - Except by permission of the Parks and Recreation Commission, no person shall place or use any boat, skiff or other vessel on the waters in any City park.
- (5) *Concerts* - No person or musical group shall hold any form of musical entertainment within or on park property without the consent of the Parks & Recreation Commission. This prohibition does not apply to concerts or musical entertainment sponsored by the City.
- (6) *Curfew* - No person shall be permitted in any public park after 11:00 p.m., unless he is participating in an activity authorized by the City. No juvenile shall be permitted in any public park at a time that would violate the City's Juvenile Curfew, unless he or she is participating in an activity authorized by the City.
- (7) *Disorderly conduct* - Loud, boisterous, threatening, insulting or indecent language or disorderly conduct or behavior, or any act tending to cause a breach of the public peace or the annoyance of the public is prohibited on or within park property.
- (8) *Fires* - No person, other than city employees, except with the written permission of the Parks & Recreation Commission, shall light, make or use any fire within or on park property, or close to any park fence, gate or other structure. Barbecue and charcoal grilling shall be permitted in designated areas.
- (9) *Flags and banners* - No person, except with the written consent of the Parks & Recreation Commission, shall display any banner, flag, target, sign or device for advertising or other purpose on or within park property.
- (10) *Fireworks* - No person, except with the written consent of the Parks & Recreation Commission, shall bring or display any fireworks on or within park property. This prohibition does not apply to fireworks displays sponsored by the City.
- (11) *Gambling* - No person shall operate, gamble or play at any game of chance for stakes on or within park property without the written consent of the Parks & Recreation Commission.
- (12) *Hours of Operation* - No person shall be in a City park before the posted opening time or after the posted closing time. The Public Works Director shall have the authority to change the opening and the closing times of all City parks, and to close any or all parks when, in his opinion, such changes or closings are necessary to maintain peace and safety and/or preserve and maintain the parks and equipment.
- (13) *Interference with Park Employees* - No persons shall in any way interfere or hinder or prevent any park employee from discharging his duty, nor offer or endeavor to do so.

- (14) *Lakes* - No person shall bathe, swim, fish in or send or throw anything whatsoever into, any of the lakes, pools, streams or fountains, nor in any manner disturb the water fowl, birds or animals, within park property.
- (15) *Motorcycles and motorbikes* - Motorcycles and motorbikes shall be permitted within and on park property only as a means of convenience to and from park property. Riding shall be restricted to main thoroughfares only. Hill climbing is prohibited.
- (16) *Parking* -
- (A) *Parking Lights* - No person shall drive or take any vehicle into or on park property at night unless the vehicle's headlights and taillights are lighted. No person shall park any vehicle within or on park property at night unless the vehicle's taillights are lighted, except that taillights need not be lighted if the vehicle is parked and unoccupied while the passengers are using park facilities or viewing a game or authorized show.
 - (B) *Parking Time* - No person shall park, or permit to remain parked, an automobile or other vehicle within or on park property after 11:00 p.m.
- (17) *Playground equipment* - No person shall erect any equipment within a park area without the due authorization from the Parks & Recreation Commission.
- (18) *Refuse* - No person shall drop or cause to be dropped or throw any paper, lunch box, refuse or litter on or within any park property, but shall place the same in receptacle provided for such purposes.
- (19) *Residents and Guests* - The privilege of using the City's parks and their various facilities shall be extended to residents who reside within the corporate limits of the city and their guests. The privileges mentioned herein may be extended to nonresidents, but only if conflicts concerning crowded conditions do not arise.
- (20) *Sales* - No person shall sell or display anything for sale within or on park property or on any sidewalk bounding such property without the express, written permission of the Parks & Recreation Commission. This prohibition does not apply to authorized sales being done from a park concession stand or at City-sponsored events.
- (21) *Signs* - Signs posted by the City for specific purposes within or on any park property shall become a part of the Park Rules and Regulations, and any violation of any prohibition on such signs is subject to the penalties provided in Section 935.99. Only signs posted by the City shall be permitted in the City's parks, except upon the express, written permission of the Parks & Recreation Commission.

- (22) *Skating and Sledding* - No person shall walk, skate or coast on the ice on any water within park property until the Public Works Department has ascertained the condition of the same and the Public Works Director or the Parks and Recreation Commission has given permission, nor shall anyone sled or coast anywhere on or within park property except in areas designated for the same. Sledding or skating within or on park property is done at the person's own risk, and any permission given by the Public Works Director or the Parks and Recreation Commission to skate or sled is not a warranty, guarantee or promise that such activity is inherently safe or without the risk of injury to persons or property.
- (23) *Use of Park Property* - No person shall give, receive or participate in automobile driver training, nor wash any automobile or other vehicle within or on park property, except by written permission of the Parks & Recreation Commission.
- (24) *Vehicles* - Vehicles may be driven within or on park property only on the roadways provided. All vehicular traffic through the park areas shall yield the right-of-way to pedestrians. Speed in excess of ten miles per hour (10 mph) shall be prima-facie evidence of reckless driving.

935.02 Permits And Rentals

- (a) Permits: Persons desiring to hold any public meeting, debate or other gathering (in excess of twenty-five (25)), shall request a permit from the Public Works Director or the Parks and Recreation Commission so that proper arrangements can be made. Family parties or small groups of picnickers shall not be required to obtain such written permission, but may be required to reserve a shelter.
- (b) Rentals:
- (1) *Shelters* - Shelters within the City parks shall be rented at the fee established by the Parks and Recreation Commission. Shelters must be reserved for use and shall be booked on a first-come basis.
 - (2) *Athletic Fields* - Athletic fields within the City parks can be rented by groups or individuals for a fee, to be established by the Parks and Recreation Commission. Any group or individual renting an athletic field shall also be required to execute a facilities agreement with the City. The Public Works Director shall approve all rentals of athletic fields and the scheduling of the same.
- (c) Display of Permit or Rental Receipt: It shall be the duty of every person claiming to have a permit or valid rental for any park facility to produce and exhibit such permit or proof of valid rental upon the request of any authorized person who desires to inspect the same.

- (d) Compliance with Rules and Regulations: All permits issued and rentals approved in accordance with this section shall be subject to the Park Rules and Regulations contained in Section 935.01. The person(s) to whom such permit or rental is issued shall be bound by the Park Rules and Regulations as fully as if the same were set forth in such permit or rental and the person(s) named in the permit or in whose name the rental was made shall be liable for any loss, damage or injury caused by their use of park property.

935.03 Carrying Or Possessing Concealed Weapons In City Parks

- (a) Prohibitions: No person shall knowingly carry or have, concealed on the person's person or concealed ready at hand, any of the following while in a City park:
 - (1) A deadly weapon other than a handgun;
 - (2) A handgun other than a dangerous ordnance;
 - (3) A dangerous ordnance.
- (b) Exceptions: Division (a) of this section does not apply to any of the following:
 - (1) An officer, agent or employee of this or any other state or the United States, or to a law enforcement officer, who is authorized to carry concealed weapons or dangerous ordnance or is authorized to carry handguns and is acting within the scope of the officer's, agent's or employee's duties.
 - (2) Any person who is employed in this State, who is authorized to carry concealed weapons or dangerous ordinance or is authorized to carry handguns, and who is subject to and in compliance with the requirements of ORC 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in this division (b)(2) does not apply to the person.
 - (3) A person's transportation or storage of a firearm, other than a firearm described in ORC 2923.11(G) to (M), in a motor vehicle for any lawful purpose if the firearm is not on the person's person.
 - (4) Division (a)(2) of this section does not apply to any person who, at the time of the alleged carrying or possession of a handgun, is carrying a valid concealed handgun license, unless the person knowingly is in a place described in ORC 2923.126(B) or is in violation of Section 935.04 or ORC 2923.122.
- (c) Firearms in Motor Vehicles:
 - (1) While in a City park, no person shall knowingly transport or have a loaded firearm in a motor vehicle in such a manner that the firearm is accessible to the operator or any passenger without leaving the vehicle.

- (2) While in a City park, no person shall knowingly transport or have a firearm in a motor vehicle, unless the person may lawfully possess that firearm under applicable Ohio law or federal law, the firearm is unloaded and the firearm is carried in one of the following ways:
 - (A) In a closed package, box or case;
 - (B) In a compartment that can be reached only by leaving the vehicle;
 - (C) In plain sight and secured in a rack or holder made for the purpose; or
 - (D) If the firearm is at least twenty-four inches (24") in overall length, as measured from the muzzle to the part of the stock furthest from the muzzle, and if the barrel is at least eighteen inches (18") in length, either in plain sight with the action open or the weapon stripped, or, if the firearm is of a type on which the action will not stay open or which cannot easily be stripped, in plain sight.
- (d) Exceptions: Division (c) of this section does not apply to a person who transports or possesses a handgun in a motor vehicle if, at the time of that transportation or possession, both of the following apply:
 - (1) The person transporting or possessing the handgun is carrying a valid concealed handgun license; and
 - (2) The person transporting or possessing the handgun is not knowingly in a place described in ORC 2923.126(B).

935.04 Carrying Or Possessing Weapons In School Safety Zones

- (a) Prohibitions:
 - (1) No person shall knowingly convey, or attempt to convey, a deadly weapon or dangerous ordnance into any park that is a school safety zone.
 - (2) No person shall knowingly possess a deadly weapon or dangerous ordnance in any park that is a school safety zone.
 - (3) No person shall knowingly possess an object in any park that is a school safety zone if both of the following apply:
 - (A) The object is indistinguishable from a firearm, whether or not the object is capable of being fired; and
 - (B) The person indicates that the person possesses the object and that it is a firearm, or the person knowingly displays or brandishes the object and indicates that it is a firearm.
- (b) Exceptions: This section does not apply to any of the following:

- (1) *Law enforcement* - An officer, agent or employee of this or any other State or the United States, or a law enforcement officer, who is authorized to carry deadly weapons or dangerous ordinance and is acting within the scope of the officer's, agent's or employee's duties and/or a security officer employed by a board of education or governing body of a school during the time that the security officer is on duty pursuant to that contract of employment.
- (2) *Certain Uses by Schools* - A school administrator, teacher, school employee or student who uses an object indistinguishable from a firearm in a ceremonial activity, play, reenactment or other dramatic presentation or a ROTC activity or other similar activity.
- (3) *Concealed Carry License* -
 - (A) A person who conveys or attempts to convey a handgun into, or possesses a handgun in a park that is a school safety zone if, at the time of conveyance, attempted conveyance or possession of the handgun, all of the following apply:
 - (i) The person is not in on school premises and/or is not attending a school activity;
 - (ii) The person is carrying a valid, concealed handgun license;
 - (iii) The person is in the school safety zone in accordance with 18 USC 922(q)(2)(B); and
 - (iv) The person is not knowingly in a prohibited place, as described in ORC 2923.126(B)(1) or (B)(3) through (B)(10).
 - (B) A person who conveys or attempts to convey a handgun into, or possesses a handgun in, a school safety zone if at the time of that conveyance, attempted conveyance, or possession of the handgun all of the following apply:
 - (i) The person is carrying a valid concealed handgun license;
 - (ii) The person is the driver or passenger in a motor vehicle and is in the school safety zone while immediately in the process of pickup up or dropping off a child; and
 - (iii) The person is not in violation of Section 935.03(c) or ORC 2923.16.

935.05 Definitions

As used in Sections 935.03 and 935.04, the following definitions apply:

"Dangerous Ordnance. "

(a) Means any of the following, except as provided in division (b):

- (1) Any automatic or sawed-off firearm, zip-gun, or ballistic knife;
- (2) Any explosive device or incendiary device;
- (3) High explosives; high explosive compositions, plastic explosives, dynamite, blasting explosives, powder or other blasting agents or other explosive substance, including all substances listed in ORC 2923.11(K)(3);
- (4) Any firearm, rocket launcher, mortar, artillery piece, grenade, mine, bomb, torpedo or similar weapon, designed and manufactured for military purposes, and the ammunition for that weapon;
- (5) Any firearm muffler or suppressor;
- (6) Any combination of parts that is intended by the owner for use in converting any firearm or other device into a dangerous ordnance.

(b) Does not include any of the following:

- (1) Any firearm, including a military weapon and the ammunition for that weapon, and regardless of its actual age, that employs a percussion cap or other obsolete ignition system, or that is designed and safe for use only with black powder;
- (2) Any pistol, rifle or shotgun designed or suitable for sporting purposes, including a military weapon as issued or as modified, and the ammunition for that weapon, unless the firearm is an automatic or sawed-off firearm;
- (3) Any cannon or other artillery piece that, regardless of its actual age, is of a type in accepted use prior to 1887, has no mechanical, hydraulic, pneumatic or other system for absorbing recoil and returning the tube into battery without displacing the carriage, and is designed and safe for use only with black powder;
- (4) Black powder, priming quills and percussion caps possessed and lawfully used to fire a cannon of a type defined in division (b)(3) during displays, celebrations, organized matches or shoots and target practice, and smokeless and black powder, primers and percussion caps possessed and lawfully used as a propellant or ignition device in small-arms or small-arms ammunition;
- (5) Dangerous ordnance that is inoperable or inert and cannot readily be rendered operable or activated and that is kept as a trophy, souvenir, curio or museum piece;

- (6) Any device that is expressly excepted from the definition of a destructive device pursuant to the Gun Control Act of 1968, 18 USC 921(a)(4), as amended, and regulations issued under that act.

"Deadly weapon" any instrument, device or thing capable of inflicting death and designed or specially adapted for use as a weapon, or possessed, carried or used as a weapon.

"Firearm" any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant, and includes an unloaded firearm and any firearm that is inoperable but that can readily be rendered operable.

"Handgun" means any of the following:

- (a) Any firearm that has a short stock and is designed to be held and fired by the use of a single hand; and/or
- (b) Any combination of parts from which a firearm of a type described in this division can be assembled.

"School." Any school operated by a board of education, any community school established under ORC 3314, or any nonpublic school for which the state board of education prescribes minimum standards under ORC 3301.07, whether or not any instruction, extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.

"School Premises" means either of the following:

- (a) The parcel of real property on which any school is situated, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the premises at the time a criminal offense is committed;
- (b) Any other parcel of real property that is owned or leased by a board of education of a school, the governing authority of a community school established under ORC 3314, or the governing body of a nonpublic school for which the state board of education prescribes minimum standards under ORC 3301.07, and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.

"School Safety Zone." A school, school building, school premises, school activity and school bus.

"Valid Concealed Handgun License." A concealed handgun license issued pursuant to Ohio law, that is currently valid, that is not under a suspension and that has not been revoked under the provisions of the Ohio Revised Code or the provisions of the state other than Ohio in which the license was issued.

935.06 Rules Applicable To Hazel Woods Park

The following rules and regulations shall apply only to the park known as Hazel Woods Park:

~~(a) **Animals.** The prohibition contained in Section 935.01 (a)(2) of this Chapter shall not apply to Hazel Woods Park, and animals are permitted in Hazel Wood Park, subject to the following conditions:~~

- ~~(1) All pets brought into Hazel Woods Park must be on a leash, no more than eight feet (8') long, and shall be kept under control at all times.~~
- ~~(2) No person shall permit animals of any kind under their ownership or control to run at large in Hazel Woods Park.~~
- ~~(3) No person shall permit any animal under their ownership or control to be tied to any tree, plant or other object within Hazel Woods Park, except in areas specifically designated for such purpose.~~
- ~~(4) Persons shall clean up after their pets, and must deposit their pets' refuse in containers marked for such purposes. Any person failing to meet this requirement may be denied future access to Hazel Woods Park.~~
- ~~(5) Any damage caused to property within Hazel Woods Park by an animal running at large or who has been improperly tied up shall be the financial responsibility of the owner of said animal.~~
- ~~(6) No person shall enter onto or remain in Hazel Woods Park other than during the hours listed in this Section without a valid permit from the City of Springboro.~~

(a)(b) Hours of Operation. The hours of operation contained in Section 935.01(a)(12) of this Chapter shall not apply to Hazel Woods Park, and the following shall be the hours of operation in Hazel Woods Park:

- (1) Hazel Woods Park shall be open during the following hours, or as otherwise designated by the order of the City Manager of the City of Springboro:

April 1 - October 31: 6:00 a.m. to 10:00 p.m.
November 1 - March 31: 8:00 a.m. to 6:00 p.m.

(b)(c) Permits. Section 935.02 of this Chapter shall not apply to Hazel Woods Park, and permits and/or rentals for any facility or activity within Hazel Woods Park shall be applied for to the City of Springboro, and shall be issued or denied by the City of Springboro, as owner of Hazel Woods Park.

935.07 Rules Applicable To Food Truck Park

The following rules and regulations shall apply only to the park known as the Food Truck Park:

~~(a) **Animals.** The prohibition contained in Section 935.01(a)(2) of this Chapter shall not apply to the Food Truck Park, and animals are permitted at the Food Truck Park, subject to the following conditions:~~

- ~~(1) All pets brought to the Food Truck Park must be on a leash, no more than eight feet (8') long, and shall be kept under control at all times;~~
- ~~(2) No person shall permit animals of any kind under their ownership or control to run-at-large at the Food Truck Park;~~
- ~~(3) No person shall permit any animal under their ownership or control to be tied to any tree, plant, sign, or other object at the Food Truck Park;~~
- ~~(4) Persons shall clean up after their pets, and must deposit their pets' refuse in containers marked for such purposes. Any person failing to meet this requirement may be denied future access to the Food Truck Park;~~
- ~~(5) Any damage caused to property at the Food Truck Park by an animal running-at-large or who has been improperly tied up shall be the financial responsibility of the owner of said animal;~~

~~(a)(b) Use of tobacco, tobacco products, or tobacco derivatives prohibited. No person shall use any form of tobacco at or on the City-operated Food Truck Park.~~

~~(b)(c) Hours of Operation. The hours of operation contained in Section 935.01(a)(12) of this Chapter shall not apply to the Food Truck~~

- ~~(1) Dawn to dusk;~~
- ~~(2) During City-sponsored events or otherwise permitted events, the hours of operation may be modified by the Public Works Director.~~

~~(c)(d) Parking. No person shall drive or take any vehicle into or park on the Food Truck Park at any time other than those vehicles permitted.~~

~~(d)(e) Fire Pit. The fire pit located at the Food Truck Park may only be lit, used, cleaned, and operated by City employees. No person shall light or cause to be lit any items in the fire pit.~~

935.08 Animals in Parks

(a) The following rules and regulations shall apply to all animals in parks:

- (1) Subject to Section 935.08(b) below, all animals must be on a leash that extends no farther than six feet (6') in length. The leash must be attached to a collar or harness worn by the animal, which is of proper size and strength for the particular animal.
- (2) Animals shall be kept under control at all times by a person who possesses sufficient strength and discretion to exercise reasonable strength and control over the animal based on the animal's size, temperament and training.
- (3) No animal shall be permitted to run-at-large in the park.
- (4) No animal shall be permitted in any playground area in the park, or on any athletic field when such field is actively in use for athletic or other coordinated recreational activities.
- (5) No animal shall be tied to any tree, plant or other object within a park, except with respect to areas and objects specifically designated for such purpose.
- (6) Any person in possession of an animal on park property shall clean up after the animal, and must deposit any and all refuse generated by or related to such animal (including but not limited to fecal matter) in proper containers marked for such purposes.
- (7) Where an animal causes damage to any person, or real or personal property in the park, the owner of such animal, and/or other person in physical possession of such animal at the time of the damage, shall be financially responsible for such damage.
- (8) Any regulation set forth in this Section 935.08(a) may be modified with respect to a service animal pursuant to a reasonable accommodation request for such animal submitted to the City.

(b) The following rules and regulations shall apply to dogs in any area of a park designated as a "dog park":

- (1) No animals other than a dog shall be permitted in any dog park.
- (2) Any person who brings a dog into a dog park must remain in the dog park boundaries at all times while the dog is in the dog park.
- (3) All dogs in the dog park must be properly immunized in accordance with Ohio law.
- (4) Where a dog has been registered as a "dangerous dog," "nuisance dog" or "vicious dog" as those terms are defined in Ohio Revised Code 955.11, or the person in possession of a dog knows or reasonably should know the dog qualifies as one of the aforementioned designations, the dog shall not be permitted to enter a dog park.

- (5) Dogs in a dog park may off-leash while confined to the dog park area. However, all dogs in the dog park shall be kept under reasonable control at all times by a person who possesses sufficient strength and discretion to exercise reasonable strength and control over the animal based on the animal's size, temperament and training.
- (6) Children are permitted in dog parks, but must be under the continuous supervision of an adult at all times.
- (7) No dog shall be tied to any tree, plant or other object within the dog park.
- (8) Any person in possession of a dog in the dog park shall clean up after the dog, and must deposit any and all refuse generated by or related to such animal (including but not limited to fecal matter) in proper containers marked for such purposes.
- (9) Where an animal on park property causes damage to any person, or real or personal property in the park, the owner of such animal, or other person in physical possession of such animal at the time of the damage, shall be financially responsible for such damage.

935.99 Penalties

(a) Penalties:

- (1) Whoever violates any of the provisions of Section 935.01 or Section 935.02 of this Chapter shall be guilty of an unclassified misdemeanor and shall be fined no less than fifty dollars (\$50) nor more than one hundred fifty dollars (\$150) fined not more than one hundred dollars.
 - (2) Whoever violates any of the provisions of Section 935.03(a), to whom the exceptions contained in Section 935.03(b) do not apply, may be charged with a violation of ORC 2923.12.
 - (3) Whoever violates any of the provisions of Section 935.03(c) to whom the exceptions contained in Section 935.03(d) do not apply, may be charged with a violation of ORC 2923.16.
 - (4) Whoever violates any of the provisions of Section 935.04(a), to whom the exceptions contained in Section 935.04(b) do not apply, may be charged with a violation of ORC 2923.211, Conveyance or Possession of a Deadly Weapon or Dangerous Ordnance in a School Safety Zone, a felony to be prosecuted under appropriate State law.
- (b) Restitution: Where a violation of any of the provisions of Section 935.01 or 935.02 of this Chapter results in damage or injury to any City property, facility or employee, the Court shall order the offender to pay restitution for the same.
- (c) Trespass: Nothing in this Chapter shall be interpreted to prevent the City from trespassing any person from any City-owned park, in accordance with ORC Section 2911.21 or Section 541.05 of the City's General Offenses Code.



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **Resolution 2024-10**

AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH EVANS LANDSCAPING FOR THE SPRINGBORO FRANKLIN GATEWAY IMPLEMENTATION PROJECT.

Submitted by: Barry Conway, City Engineer

Scope/Description: 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

Budget Impact: 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

Exhibits: None.

Recommendation: 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.

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-10

AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH EVANS LANDSCAPING FOR THE SPRINGBORO FRANKLIN GATEWAY IMPLEMENTATION PROJECT.

WHEREAS, bids for the for the Springboro Franklin Gateway Implementation Project were opened on February 27, 2024, in accordance with the Notice to Bidders;

WHEREAS, it is determined by Council that the bid from Evans Landscaping is the lowest and best; and

WHEREAS, this Council, by Ordinance 2023-29 has authorized the expenditure of funds for said contract through the appropriation of funds in the City's operating budget,

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

Section 1. The Bid for the Springboro Franklin Gateway Implementation Project is hereby awarded to Evans Landscaping, 4229 Round Bottom Road, Cincinnati, Ohio 45244, in the total base bid amount of One Hundred Forty Nine Thousand, Seven Hundred Ten Dollars and 00 Cents (\$149,710.00) and an add alternate for a 12 month maintenance program in the amount of Forty Seven Thousand, Five Hundred Dollars and 00 Cents (\$47,500.00), all in accordance with the Notice to Bidders, Instructions to Bidders, General Conditions, Specifications, Plans, and other documents contained in the bid packet.

Section 2. The City Manager is hereby directed to execute a contract with Evans Landscaping for the Springboro Franklin Gateway Implementation Project, in accordance with Notice to Bidders, Instructions to Bidders, General Conditions, Specifications, Plans, and other documents contained in the bid packet upon which the bid was received. The costs of the contract shall be paid out of the funds appropriated for it in the City's operating budget.

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

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

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **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

Submitted by: Barry Conway, City Engineer

Scope/Description: 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.

Budget Impact: 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.

Exhibits: None.

Recommendation: Staff would recommend approval of this Resolution.

CITY OF FRANKLIN, OHIO
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

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreational purposes through the Clean Ohio Trail Fund Program; and

WHEREAS, the City of Franklin desires financial assistance under the Clean Ohio Trail Fund Program;

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

Section 1. The City Manager is hereby authorized to submit, on behalf of the City of Franklin, a Clean Ohio Trail Fund Grant application with the Ohio Department of Natural Resources for financial assistance, and to provide all information and documentation required to become eligible for possible financial assistance.

Section 2. This Council does hereby agree to obligate any funds necessary to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Clean Ohio Trail Fund Program, if the City's application for financial assistance is approved.

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

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

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **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

Submitted by: Barry Conway, City Engineer

Scope/Description: 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.

Budget Impact: 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.

Exhibits: None.

Recommendation: Staff would recommend approval of this Resolution.

CITY OF FRANKLIN, OHIO
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

The following Final Resolution enacted by the City of Franklin, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the 18th day of May 2020, the LPA, by Resolution 2020-25, enacted legislation proposing cooperation with the Ohio Department of Transportation ("ODOT") Director of Transportation for the described project ("Project"):

The project consists of constructing a roundabout at the intersection of S.R. 123 and Community Park Drive / High School Drive, including, pavement, drainage, curb, curb and gutter, sidewalk, curb ramps, traffic signal upgrades, signage, lighting upgrades, and pavement markings, lying within the City of Franklin; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described Project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation;

WHEREAS, the LPA's share of the Project cost is now estimated in the amount of Two Million Three Hundred Nine Thousand Three Hundred Fifty-Seven and 00/100 Dollars, (\$2,309,357.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described project and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid improvement.

NOW, THEREFORE, be it resolved by the Council of the City of Franklin, Ohio, a majority of Council members present concurring, that:

Section 1. That the estimated sum, of Two Million Three Hundred Nine Thousand Three Hundred Fifty-Seven and 00/100 Dollars, (\$2,309,357.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

Section 2. That the City hereby requests the Director of Transportation to proceed with the aforesaid improvement.

Section 3. That the City enter into a contract with the State, and that the City Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

Section 4. That the City Manager is hereby directed to transmit a fully executed copy of this Resolution to the Director of Transportation.

Section 5. 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 6. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **Resolution 2024-13**

A RESOLUTION TO APPOINT MAYOR MARK MESSER TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE REPRESENTING THE CITY OF LEBANON

Submitted by: Jonathan Westendorf, City Manager / Safety Director

Scope/Description: 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.

Budget Impact: None.

Exhibits: None.

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-13

A RESOLUTION TO APPOINT MAYOR MARK MESSER TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE REPRESENTING THE CITY OF LEBANON

WHEREAS, Chapter 128 of the Ohio Revised Code requires a newly drafted Countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and

WHEREAS, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of the legislative authority selected by the majority of legislative authorities in Warren County pursuant to resolution; and

WHEREAS, given that Lebanon operates a 911 system that services the City of Lebanon, there is a desire to include representation from Lebanon on the countywide 911 program review committee.

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

Section 1. Mayor Mark Messer of Lebanon City Council to serve as a member of the Warren County 911 Program Review Committee

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 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **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

Submitted by: Barry Conway, City Engineer

Scope/Description: 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.

Budget Impact: 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.

Exhibits: None.

Recommendation: Staff would recommend approval of this Resolution.

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-14

Section 8, Item E.

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

WHEREAS the Dayton-Cincinnati Pike Retaining Wall is believed to be over 100 years old, and requires repair and/or replacement of said wall, and

WHEREAS, the Dayton-Cincinnati Pike Retaining Wall is located along the western right of way line of Dayton-Cincinnati Pike, and supports said road as it traverses along the Great Miami River at the Montgomery/Warren County line. The Great Miami River Trail runs along the bank of the Great Miami River, between the river and the wall, and

WHEREAS, the Dayton-Cincinnati Pike Retaining Wall is situated in Miami Township, Montgomery County, as well as in the City of Franklin, Warren County. Dayton-Cincinnati Pike, as it is located within Montgomery County, is a county road, under the care and custody of the Board and the Engineer. The Dayton-Cincinnati Pike, as it is located within Warren County, is a city road, under the care and custody of the City of Franklin; and

WHEREAS, the City, the Board, and the Engineer recognize that a joint effort to perform the project will benefit the public welfare, at a cost savings to both jurisdictions compared to undertaking the improvements separately;

NOW, THEREFORE, be it resolved by the Council of the City of Franklin, Ohio, a majority of Council members present concurring, that:

Section 1. The City Manager is hereby authorized to execute the Intergovernmental Agreement between the City of Franklin, Board of County Commissioners of Montgomery County, Ohio and the Montgomery County Engineers Office, Ohio..

Section 2. The City’s funding commitment is estimated at One Million, Four Hundred Eight Thousand Dollars and No Cents \$1,408,000 for the construction phase of the reconstruction of the retaining wall. Construction costs shall be paid from the funds appropriated for it by this Council in the City’s operating budget in 2024.

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

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

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

ADOPTED: March 4, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

Section 8, Item E.

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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **Resolution 2024-15**

AMENDING THE POSITION DESCRIPTION FOR THE FULL-TIME
INCOME TAX CLERK

Submitted by: Cindi Chibis, Human Resource

Scope/Description: 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.

Budget Impact: None.

Exhibits: Exhibit A: Income Tax Clerk Position Description

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-15

AMENDING THE POSITION DESCRIPTION FOR THE FULL-TIME INCOME TAX CLERK

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, this Council adopted a Position Classification Plan and position descriptions on August 18, 2003; and

WHEREAS, upon the request and recommendation of the City Manager/Personnel Director, this Council now finds it desirable to update the position descriptions for the full-time Income Tax Clerk;

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

Section 1. The position description for Income Tax Clerk is hereby amended as shown in the attached Exhibit A.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. That this resolution shall become effective immediately upon its passage.

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



CITY OF FRANKLIN
An Equal Opportunity Employer
POSITION DESCRIPTION

Employee Name:		Division:	Finance
Civil Service Status:	Classified	Position Title:	Income Tax Clerk
Employment:	Full-time	Reports To:	Income Tax Administrator
FLSA Status:	Non-exempt	Supervises:	N/A

QUALIFICATIONS:

~~High school diploma or equivalent; training and/or experience in office practices and procedures; training and/or experience in bookkeeping or accounting.~~

LICENSURE OR CERTIFICATION REQUIREMENTS:

~~None.~~

EQUIPMENT OPERATED: ~~The following are examples only and are not intended to be all inclusive:~~

~~Computer, calculator, fax machine, typewriter.~~

MINIMUM ACCEPTABLE CHARACTERISTICS: ~~(* indicates developed after employment)~~

~~**Knowledge of:** basic accounting; bookkeeping; departmental goals and objectives; departmental policies and procedures; public relations; office practices and procedures; records management; payroll procedures.~~

~~**Skill in:** data entry; computer operation; adding machine or calculator operation; use of modern office equipment, Microsoft Office.~~

~~**Ability to:** multitask, dealing with many variables while determining and taking specific action; carry out detailed, but basic, written or oral instructions; read, copy and record figures accurately; add, subtract, multiply and divide whole numbers; complete routine forms; prepare accurate documentation; prepare and maintain detailed records; respond to routine inquiries from public and/or officials; communicate effectively; maintain records according to established procedures; answer routine telephone inquiries; develop and maintain effective working relationships; handle confidential employee and administrative information with tact and discretion.~~

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

~~1. Maintains records of tax receipts and refunds; prepare and audit income tax forms; collects money and posts daily receipts; prepares bank deposits; waits on customers, processes accounts and grants extensions; type statements, statistical tabulations and other data; performs clerical work such as typing, filing and answering telephones; assists in other areas of the Finance Department as assigned or required.~~

~~2. Cross trains with payroll and accounts payable and will assist with both departments as needed. This will consist of reconciling bank statements, process purchase orders and checks, process payroll, record revenues, and complete income tax returns.~~

~~3. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.~~



CITY OF FRANKLIN
An Equal Opportunity Employer
POSITION DESCRIPTION

~~4. Demonstrates regular and predictable attendance.~~

~~**OTHER DUTIES AND RESPONSIBILITIES:**~~

~~5. Performs other duties as required.~~

~~**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:** (For purposes of O.R.C. 4167)~~

~~1. Emergency plans and fire plans.~~

~~2. Compressed gases.~~

~~3. Portable fire extinguishers.~~

~~4. Handling of materials and supplies (includes mechanical handling equipment, that manner in which things are stored, and housekeeping).~~

~~5. Hazardous chemicals.~~

~~**GENERAL DUTY: SAFE AND HEALTHFUL WORKPLACE:**~~

~~The employee:~~

~~1. Works in or around crowds.~~

~~2. Has contact with potentially violent or emotionally distraught persons.~~

~~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)



CITY OF FRANKLIN
An Equal Opportunity Employer
POSITION DESCRIPTION

Employee Name:		Division:	Finance
Civil Service Status:	Classified	Position Title:	Income Tax Clerk
Employment:	Full-time	Reports To:	Income Tax Administrator
FLSA Status:	Non-exempt	Supervises:	N/A

GENERAL DESCRIPTION: Executes a wide range of duties in support of City-wide collection of municipal income tax for individual and business taxpayers.

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

1. Under supervision, supports City-wide collection of municipal income tax for individual and business taxpayers in accordance with the City income tax ordinance.
2. Helps foster positive community relations by providing excellent customer service. Responds to inquiries and advises taxpayers/tax preparers regarding basic tax related issues and resolves routine tax problems. Refers in-depth challenges to Income Tax Administrator.
3. Prepares and audits income tax forms, processes and files returns, collects tax payments, records daily receipts, maintains taxpayers accounts, and administers taxpayer correspondence.
4. Assists citizens with tax preparation as requested.
5. Prepares and completes deposits.
6. Disseminates provisions of the income tax ordinance for public information purposes.
7. Maintains, organizes, and protects accurate records of highly confidential information related to City tax filers in accordance with required procedures. Strictly adheres to established practices of confidentiality. Handles confidential information with tact and discretion.
8. Cross trains to support finance and utility billing divisions. Assists in all areas of Finance Department as assigned.
9. Provides clerical support including but not limited to, work, data entry, filing, answering phones, and compiling statistical tabulations.

OTHER DUTIES AND RESPONSIBILITIES:

1. Performs other duties as required.

QUALIFICATIONS:

Communication Skills: Ability to understand a variety of written and/or verbal instructions, and income tax regulations. Ability to respond to routine and sensitive inquiries from the public and/or officials, apply active listening skills, maintain effective working relationships and resolve problems. Ability to deal effectively with confrontational individuals and/or challenging situations.

Education and Experience: High School diploma with coursework in business or general finance, or minimum of one year (1) year experience in tax payments or collections or equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities. Knowledge of basic office practices and accounting required. Ability to prepare forms and maintain



CITY OF FRANKLIN
An Equal Opportunity Employer
POSITION DESCRIPTION

records according to established procedures and perform clerical and mathematical duties without error. General familiarity of income tax code as it relates to City, State, and Federal tax returns beneficial.

Equipment, Tools and Materials: Use of calculator, computer, copier, scanner, folder inserter machine, telephone, postage machine, and other standard modern business office equipment.

Math skills: Ability to read, copy and record figures accurately. Ability to add, subtract, multiply, and divide whole numbers, and to calculate fractions, decimals, and percentages.

Physical Requirements: (with or without accommodation): Ability to frequently grasp, carry, hold, stand, walk, and use keyboard. Ability to occasionally lift, reach, stoop, and turn. Specific vision abilities required by this job include close vision and distance vision. Ability to speak English and hear required.

Technical Skills: Ability to use e-mail, word processing, spreadsheets and associated formulas, and video conferencing software. 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.). In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work. The constant stress and strain of maintaining a production rate pace, can be and is physically demanding of a worker even though the amount of force exerted is negligible. In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

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 4, 2024

Agenda Item: **Resolution 2024-16**

OPENING PROMOTIONAL EXAMINATIONS FOR VACANT FIRE & EMS LIEUTENANT POSITION TO OUTSIDE QUALIFIED CANDIDATES

Submitted by: Dan Stitzel, Chief of Fire & EMS

Scope/Description: 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.

Budget Impact: None.

Exhibits: None.

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-16

**OPENING PROMOTIONAL EXAMINATIONS FOR VACANT FIRE & EMS LIEUTENANT
POSITION TO OUTSIDE QUALIFIED CANDIDATES**

WHEREAS, as of March 2, 2024, there is a newly vacant Fire & EMS Lieutenant position; and

WHEREAS, as of August 21, 2023, this Council authorized five Fire & EMS Lieutenant positions by Resolution 2023-56 and one of those position has yet to be filled; and

WHEREAS, the Fire & EMS Lieutenant position is a classified position within the Civil Service; and

WHEREAS, the appointing authority for the Fire & EMS personnel is the City Manager pursuant to Part One, Title Five, Chapter 152, Section 152.01; and

WHEREAS, Part One, Title Seven, Chapter 185, Section 185.06, provides: The promotional examinations for positions in the classified service may be opened to qualified candidates outside the City's service, upon the adoption of a resolution by Council, passed by an affirmative vote of at least five (5) members elected thereto.

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

Section 1. It is in the best interest of the City of Franklin to consider both internal and outside qualified candidates to fill the vacant Fire & EMS Lieutenant position, which is subject to mandatory competitive testing.

Section 2. The promotional examinations for the vacant Fire & EMS Lieutenant position in the classified service is hereby opened to qualified candidates outside the City's service pursuant to Section 185.06.

Section 3. The affirmative vote of at least five (5) members of Council is required for passage of 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 were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

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

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: **Resolution 2024-17**

AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

Submitted by: Dan Stitzel, Chief of Fire & EMS

Scope/Description: 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.

Budget Impact: This expense is included in the department's Capital Improvement fund.

Exhibits: Exhibit A: Equipment Schedule

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-17

AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

WHEREAS, the Lessee (The City of Franklin) is a political subdivision of the State of Ohio (the “State”) and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto (“Property Leases”) in the principal amount not exceeding the amount of Sixty Five Thousand Five Hundred Dollars (\$65,500.00) (“Principal Amount”) for the purpose of acquiring the property generally described below (“Property”) and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:
Fire Command Vehicle

WHEREAS, Huntington Public Capital Corporation or an affiliate or related entity (“Lessor”) is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases (“Lease Purchase Proceeds”) for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

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

Section 1. The City Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. The City Manager is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the City Manager deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Section 2. By a written instrument signed by the City Manager, the City Manager may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the

Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

Section 8, Item H.

Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee’s official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 6. As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7. 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 8. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 4, 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 4, 2024.

Khristi Dunn, Clerk of Council

**EQUIPMENT SCHEDULE NO. 003,
BETWEEN CITY OF FRANKLIN, OHIO, AS LESSEE
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR**

DATED AS OF: **March 6, 2024**

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement No. **18042** dated **August 23, 2023** (the "Agreement") and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the Lease Term with respect thereto, the Lease Payments therefor and the location thereof.

- 1. Equipment Description: **See Attached Exhibit A**
- 2. Amount Financed and Lease Payments:
 - a. Equipment Cost: **\$65,500.00**
 - b. Total Lease Payments: **\$71,591.08**

Lessee shall pay Lessor **(4) Four Annual** Lease payments in **Arrears** (the "Lease Payments"), as follows (with the schedule of amortization as set forth in Exhibit B attached hereto):

No(s):	Amount:	Commencing:
4	\$17,897.77	June 30, 2024

- 3. Lease Commencement Date: **March 6, 2024** (Office Use Only)
- 4. Lease Termination Date: **June 30, 2027**
- 5. Equipment Location: **1 Benjamin Franklin Way
Franklin, OH 45005**
- 6. Legal Name of Lessee: **City of Franklin, Ohio**
- 7. The Agreement is incorporated into this Equipment Schedule by reference and made a part hereof.
- 8. Other Provisions: **None**

9. Lessee acknowledges that (i) this Schedule is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, (ii) including this Schedule, Lessee has not designated more than \$10,000,000 of obligations issued during the calendar year in which the Lease Commencement Date occurs as qualified tax obligations, and (iii) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of section 265(b) of the Code during the calendar year in which the Lease Commencement Date occurs will not exceed \$10,000,000.

[The next page is the signature page of this Equipment Schedule.]



LEGISLATIVE COVER MEMO

Meeting Date: March 4, 2024

Agenda Item: **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

Submitted by: Adam Colon, Chief of Police

Scope/Description: 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.

Exhibits: None

Recommendation: Approval

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

WHEREAS, each City of Franklin Department or Division Head is authorized and empowered by the City of Franklin City Council and the City’s local laws to determine when personal property owned by the City, and under the supervision and control of the Department or Division Head, is unneeded, obsolete, or unfit for municipal purposes (“Surplus Property”);

WHEREAS, Section 115.02(b)(3) of the City’s Codified Ordinances authorizes the City to dispose of Surplus Property through a number of methods, including by employing an auctioneer to sell Surplus Property on the City’s behalf;

WHEREAS, the Chief of Police has identified Adesa Ohio, LLC (and/or its closely affiliated entities) (collectively, “Adesa”) as an experienced, competent and qualified auctioneer for the sale of certain City-owned surplus police vehicles, more particularly identified as follows (the “Surplus Vehicles”):

- 2010 Jeep Patriot (VIN 1J4NT1GA5AD646821)
- 2009 Chevrolet Impala (VIN 2G1WT57K091301867)
- 2012 Dodge Ram 1500 (VIN 1C6RD7GT6CS210476)
- 2007 Chevrolet Silverado 2500 (VIN 1GCHK23DX7C134237)
- 2014 Dodge Charger (VIN 2C3DXKT3EH351316)
- 2014 Dodge Charger (VIN 2C3DXAT6EH132948)
- 2014 Dodge Charger (VIN 2C3DXAT6EH132947)
- 2014 Dodge Charger (VIN 2C3DXAT6EH351318)
- 2016 Dodge Charger (VIN 2C3DXKT5GH111980)
- 2016 Dodge Charger (VIN 2C3DXK79GH111979); and

WHEREAS, City Council finds it necessary and desirable to authorize the City’s engagement of Adesa to serve as auctioneer for the sale of the Surplus Vehicles.

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

Section 1. Council hereby agrees with and adopts the Police Chief’s determination that the Surplus Vehicles constitute Surplus Property (as the term is defined in this Resolution).

Section 2. The City Manager is hereby authorized to engage Adesa, on behalf of the City of Franklin, to act as the City’s auctioneer for the sale of the Surplus Vehicles.

Section 3. The City Manager is further authorized to execute and provide any and all contracts, documentation and information necessary to engage Adesa as the City’s auctioneer with respect to the Surplus Vehicles, and effectuate any resulting sale of the Surplus Vehicles (which vehicles may be sold collectively or individually in one or more auctions), in accordance with this Resolution.

Section 4. The City Manager is hereby designated as the City’s representative and official point of contact for all Adesa auctions of the Surplus Vehicles pursuant to this Resolution; provided, the

City Manager may assign such authority to other appropriate City officials in the City N discretion.

Section 8, Item 1.

Section 5. Adesa shall collect all auction proceeds and distribute the same to the City in accordance with applicable law, the City’s policies and procedures, and the contract documents between the City and Adesa

Section 6. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 7. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 4, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by that body on March 4, 2024.

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

- Introduction:** March 4, 2024
- Agenda Item:** FEMA Assistance to Firefighters Grant application
- Submitted by:** Daniel Stitzel, Chief of Fire & EMS
- Scope/Description:** I request approval (verbal motion) 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.
- 40 Janesville V Force Turnout Pants
 - 40 Janesville V Force Turnout Coats
 - 40 Lion Legend Helmets
 - 40 Leather Helmet Fronts
 - 40 Lion Leather structural Firefighting boots.
 - Freight
 - \$5605.00 per set
- Budget Impact:** Total Grant project is \$224,200. Federal Share is \$213,523.81. **City's local share is \$10,676.19**
- Recommendation:** Approval.



LEGISLATIVE COVER MEMO

Introduction: March 4, 2024

Agenda Item: Flock Safety Contract

Submitted by: Adam Colon, Chief of Fire & EMS

Scope/Description: 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 in to a five-year contract, that price will be \$3000 per camera, annually.

We request a motion authorizing the City Manager to execute the Flock Safety contract on the City’s behalf in substantially the same form as presented to Council.

Budget Impact: Included in current approved budget

Recommendation: Approval.

Flock Safety + OH - Franklin PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Chris Clayton
christopher.clayton@flocksafety.com
9198103011

Company Overview

Section 8, Item K.

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

<p>Transparency Portal</p>	<p>Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.</p>
<p>Insights Dashboard</p>	<p>Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.</p>
<p>Native MDT Application</p>	<p>Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.</p>
<p>Hot List Attachments</p>	<p>Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.</p>
<p>Single Sign On (SSO)</p>	<p>Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.</p>

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A
ORDER FORM

Customer: OH - Franklin PD
 Legal Entity Name: OH - Franklin PD
 Accounts Payable Email: acolon@franklinohio.org
 Address: 400 Anderson St Franklin, Ohio 45005

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products
 Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$30,000.00
Annual Recurring Subtotal:	\$30,000.00
Discounts:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$150,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

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Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$30,000.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$150,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$30,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Section 8, ItemK.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this

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Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Franklin PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 18 day of December 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the

Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services,

such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any

reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock

a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer.

Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services,

which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v)

remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If any undisputed payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the

legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“*Cure Period*”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business (with each aforementioned event considered a material breach of this Agreement). In the event of a material

breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET

FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK
DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT
LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE

ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock’s installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock’s performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement and/or the Order Form associated herewith. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by

Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion; provided, Flock shall first give Customer notice of its breach and an opportunity to cure the same in accordance with Section 7.2 above. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at <https://www.flocksafety.com/reinstall-fee-schedule>. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain

obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification,

reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event either Party or such Party's respective agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other Party's reputation, the negatively impacted Party shall have the option to terminate this Agreement upon prior written notice to the non-terminating Party.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

Customer's proper contact information for receipt of written notices is listed in the attached Order Form.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
[EMAIL: legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:
ATTN:
EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (o) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (i) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(ii) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



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 9, 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 Appel 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.~~