

**CITY OF NEW FRANKLIN
REGULAR MEETING AGENDA
CITY HALL**

Paul Adamson, *Mayor*

Susan M. Cooke, *Finance Director*

Kelly Kepler, *Clerk*

Council Members:

Judy Jones, **President**

Kevin Powell

Terry Harget

Andrew Fetterman

Jim Cotts, **Vice President**

Jack Daniels

David Stock

Law Director: Irving Sugerman

Wednesday, October 19, 2022

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Council Members
4. Approval of the minutes from the regularly scheduled meeting of October 5, 2022.
5. Approval of the Financials for September 2022, Subject to Audit.
6. Public Comment – Please keep your comments addressed to Council and under 4 minutes.

7. **First Readings**

7-A **Resolution No.: 22-R-58**

Sponsor: Mayor Adamson

Finance Committee: Mr. Cotts

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE POLICE DISTRICT FUND AND DECLARING AN EMERGENCY.

7-B **Resolution No.: 22-R-59**

Sponsor: Mayor Adamson

Finance Committee: Mr. Cotts

A RESOLUTION AUTHORIZING THE CITY OF NEW FRANKLIN TO ENTER INTO A FOUR-YEAR POLICING CONTRACT WITH THE VILLAGE OF CLINTON.

7-C **Resolution No.: 22-R-60**

Sponsor: Mayor Adamson

Finance Committee: Mr. Cotts

A RESOLUTION AUTHORIZING THE BOARD OF ZONING APPEALS AND PLANNING AND ZONING COMMISSION MEMBERS BE PAID SEVENTY-FIVE AND 00/100 DOLLARS (\$75.00) PER MEETING.

8. *Second Readings*

8-4 Resolution No.: 22-R-57

Sponsor: Mayor Adamson

Finance Committee: Mr. Cotts

A RESOLUTION AUTHORIZING NEW FRANKLIN TO ENTER AN AGREEMENT WITH AMERICAN LEGAL PUBLISHING CORPORATION FOR CODIFICATION OF NEW FRANKLIN CITY ORDINANCES, ONLINE SERVICES AND FUTURE SUPPLEMENTS AND DECLARING AN EMERGENCY.

9. *Third Readings*

10. *Pending Legislation*

11. Mayor's Report

12. Comprehensive Plan Committee Report

13. Finance Report

14. Old Business

15. New Business

16. Public Questions and Answers on Issues Raised at Meeting

17. Executive Session

18. Adjournment

**Next Council Meeting
November 2, 2022**

RESOLUTION NO: 22-R-58
SPONSOR: MAYOR ADAMSON
INTRODUCED: OCTOBER 19, 2022

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE POLICE DISTRICT FUND AND DECLARING AN EMERGENCY.

WHEREAS, the City of New Franklin Council deems it necessary to transfer funds from the General Fund to the Police District Fund and;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW FRANKLIN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

The City of New Franklin Council hereby authorizes the following transfer of funds:

From the General Fund (1000-101-5901) to the Police District Fund (2901-000-4899) in the amount of \$200,000.00.

SECTION TWO:

The City of New Franklin finds and determines that all formal actions of this Council concerning and relating to the adoption of this legislation were taken in open meetings of this Council and any deliberation of this Council and any other Committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of New Franklin as a portion of the Police Budget is through transfers from the General Fund. Provided that this legislation receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: _____.

Kelly Kepler, Clerk

Judy Jones, President
22-R-58

APPROVED: _____.

Paul F. Adamson, Mayor

ENACTED EFFECTIVE: _____.

ON ROLL CALL: Cotts, _____. Harget, _____. Jones, _____.
Fetterman, _____. Powell, _____. Daniels, _____.
Stock, _____.

Publications in the Leader on _____ and

_____.

Kelly Kepler, Clerk

RESOLUTION NO: 22-R-59
SPONSOR: MAYOR ADAMSON
INTRODUCED: OCTOBER 19, 2022

A RESOLUTION AUTHORIZING THE CITY OF NEW FRANKLIN TO ENTER INTO A FOUR YEAR POLICING CONTRACT WITH THE VILLAGE OF CLINTON.

WHEREAS, the City of New Franklin has been providing policing services to the Village of Clinton; and

WHEREAS, the current two-year policing contract with Clinton expires on December 31, 2022; and

WHEREAS, it is the desire of New Franklin to renew the policing contract with Clinton for a period of four years in accordance with the attached terms.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW FRANKLIN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

The Mayor is hereby authorized and directed to enter into a four year policing contact with the Village of Clinton at the following annual rates, all in accordance with the Agreement attached hereto:

2023	\$182,000.00
2024	\$183,000.00
2025	\$184,000.00
2026	\$185,000.00

SECTION TWO:

The City of New Franklin finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberation of this Council and any other Committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

This shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: _____

Kelly Kepler, Clerk

Judy Jones, President
22-R-59

APPROVED: _____, 2022

Paul F. Adamson, Mayor

ENACTED EFFECTIVE: _____

ON ROLL CALL: Cotts _____ Daniels _____ Fetterman _____
 Harget _____ Jones _____ Powell _____
 Stock _____

Publications on _____ and _____

Kelly Kepler, Clerk

POLICING CONTRACT

This Policing Contract is entered into between the **Village of Clinton (CLINTON)**, duly authorized by Ordinance No. _____, enacted _____, and the **City of New Franklin (NEW FRANKLIN)** duly authorized by Resolution No. _____, enacted _____.

WHEREAS, CLINTON wishes to continue obtaining policing services from NEW FRANKLIN; and,

WHEREAS, NEW FRANKLIN wishes to provide policing services to **CLINTON**.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **NEW FRANKLIN** shall provide all vehicles, equipment, police officers, police dispatch, and supplies, including any and all maintenance thereof, necessary to perform the policing services as set forth herein. **NEW FRANKLIN** shall patrol the jurisdiction of **CLINTON** and shall make all necessary arrests within the jurisdiction, as well as respond to all calls, including 9-1-1, within **CLINTON'S** jurisdiction. **NEW FRANKLIN** shall provide continuing investigation of cases as needed.

2. The police officers shall exercise the same powers as **CLINTON** possesses with respect to policing, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by **CLINTON** directly.

3. **CLINTON** shall pay the annual rates as set forth in Exhibit "A" for the policing services, equipment, vehicles and police dispatch as supplied by **NEW FRANKLIN**. The annual rates shall constitute payment in full for the same as provided by **NEW FRANKLIN** under this contract. The annual rates are generally based upon the current per

person cost of providing policing services to the residents of New Franklin and Clinton. It is specifically understood and agreed that the contract price established herein is binding upon the parties until the expiration of the contract period. The parties agree that this contract and the annual rates established shall be for a period of four years.

4. The annual rates shall be paid on a quarterly basis into the Police District Fund, in care of the City of New Franklin.

5. Nothing in this contract shall preclude **NEW FRANKLIN** from temporarily increasing or decreasing the police officers assigned to the policing of **CLINTON** as emergencies present the need for temporary assignment.

6. The police officers assigned to the policing of **CLINTON** shall have the same powers and duties, the same qualifications, and be appointed and paid and receive the same benefits and provisions and be governed by the same laws as all other police officers as established under Ohio Law.

7. In order to clarify the scope of work and services being provided, the parties agree as follows:

a. **NEW FRANKLIN** represents the following and warrants that these items shall remain true through the contract period:

- The strategy for policing Clinton has always been and shall remain to treat the Village as an extension of our City. Instead of assigning an officer there for a set number of hours per day, New Franklin shall include it within the City's work throughout the day. All policing and law enforcement services, staff and New Franklin's

equipment are always available to the residents of Clinton.

- New Franklin's day to day operation includes 24/7 patrol coverage of 3 different districts.
 - District A includes the north and east side of our city including Manchester Road, State Route 619, South Main Street and all Manchester school buildings.
 - District B is the west side of our city and is mostly residential. It includes West Nimisila, West Comet Road, South Cleveland Massillon, etc.
 - District C is Clinton.

- New Franklin operates with a minimum of 3 uniformed officers on duty at all times along with 2 dispatchers. Many days have an officer in an unmarked car as well.

- Officers stay within their districts during their shift. The exceptions are calls that require more than one officer, officer back-up and lunch breaks.

- New Franklin's fleet includes 11 marked cruisers. These cruisers are equipped with radar units and mobile data terminals.

- New Franklin has a mobile speed cart used to deter speed and record traffic data.

- New Franklin shall send a representative to Clinton's Council meetings at least once a month to report on services and liaise with the Village.

b. In addition to those services listed in the Contract recitals and Section 1 of the Contract, the phrase "policing services" shall include the following:

- Policing services shall include answering calls for service, patrol services, running radar, vacation house checks, checking on senior citizens, and vehicle lockouts.
- Officials of Clinton can call in an "extra patrol" if there is an issue requiring an officer check. These extra patrols can last a day or weeks depending on the issue.
- Mobile speed cart can be used within Clinton upon request.

8. **NEW FRANKLIN** shall hold **CLINTON** harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from or attributable to the work done under this Agreement by **NEW FRANKLIN** itself, or arising with others. Nothing herein shall be construed as attempting to make **CLINTON** responsible for the negligence of **NEW FRANKLIN** or others or for any strict liability which may be imposed upon **NEW FRANKLIN** or others. **NEW FRANKLIN** will add **CLINTON** as an additional insured on its general police liability policy.

9. This writing embodies the entire Agreement between the parties. Any change in the Agreement shall be authorized by the Councils of New Franklin and Clinton.

10. The contract shall be in effect from January 1, 2023 to December 31, 2026. Termination of this contract may be made by **NEW FRANKLIN** or **CLINTON** upon six (6) months' written notice to the other.

IN WITNESS WHEREOF, the parties have set their hands on the dates set forth below.

CITY OF NEW FRANKLIN

VILLAGE OF CLINTON

By:

Paul F. Adamson, Mayor Date

Bud McDaniel, Mayor Date

Approved as to form:

Irving Sugerman Date
New Franklin Law Director

Marshal Pitchford Date
Clinton Solicitor

EXHIBIT A

YEAR	TOTAL
2023	\$182,000.00
2024	\$183,000.00
2025	\$184,000.00
2026	\$185,000.00

RESOLUTION NO: 22-R-60
SPONSOR: MAYOR ADAMSON
INTRODUCED: OCTOBER 19, 2022

A RESOLUTION AUTHORIZING THE BOARD OF ZONING APPEALS AND PLANNING AND ZONING COMMISSION MEMBERS BE PAID SEVENTY-FIVE AND 00/100 DOLLARS (\$75.00) PER MEETING.

WHEREAS, New Franklin has a Board of Zoning Appeals (BZA), and a Planning and Zoning Commission (PZC) as required by the New Franklin Charter; and

WHEREAS, both have five members and alternates, and meet periodically throughout the year to perform their duties and responsibilities; and

WHEREAS, BZA and PZC members have areas of expertise that are valuable to their respective Boards; and

WHEREAS, BZA and PZC members currently receive Forty and 00/100 Dollars (\$40.00) per meeting. That rate has not been increased since 2007; and

WHEREAS, it will serve the interests of the City of New Franklin to increase the pay each member receives per meeting attended to Seventy-Five Dollars (\$75.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW FRANKLIN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

New Franklin Council hereby authorizes the payment of Seventy-Five and 00/100 Dollars (\$75.00) per meeting attended, for the New Franklin Board of Zoning Appeals and Planning and Zoning Commission members effective January 1, 2023.

SECTION TWO:

The City of New Franklin finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberation of this Council and any other Committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

This legislation shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: _____

Kelly Kepler, Clerk

Judy Jones, President
22-R-60

APPROVED: _____, 2022

Paul F. Adamson, Mayor

ENACTED EFFECTIVE: _____

ON ROLL CALL: Cotts _____ Daniels _____ Fetterman _____
 Harget _____ Jones _____ Powell _____
 Stock _____

Publications on _____ and _____

Kelly Kepler, Clerk