

A G E N D A
Regular Meeting
of the
Franklin City Commission
and
Simpson County Fiscal Court

Tuesday, March 5, 2019
12:00 Noon

City Hall Meeting Room
117 West Cedar Street
Franklin, Kentucky

- I. Call to Order and Roll Call**
- II. Opening Prayer - Mayor Larry Dixon**
- III. Pledge of Allegiance – County Judge Executive Mason Barnes**
- IV. Reports**
 - Mayor and City Commissioners
 - County Judge Executive and County Magistrates
 - City Manager, City Attorney, County Attorney
- V. Regular Business**
 - Update from Dr. Kim Myers of SKYCTC regarding Scholarship Funding and CDL Training Pad Construction *Pg. 2*
Introduction By: Kenton Powell, City Manager
 - Update from City and County representatives regarding Scott Waste Services *Pg. 6*
Presenter: Kenton Powell, City Manager
 - Discussion regarding F-S Planning & Zoning Administrator Position *Pg. 8*
Presenter: Kenton Powell, City Manager
 - Discussion and/or possible action regarding Electrical Inspector Independent Contract *Pg. 12*
Presenter: Scott Crabtree, City Attorney
 - Discussion and/or possible action regarding F-S Planning & Zoning Interlocal Agreement and possible first reading of Ordinances Approving the Interlocal Agreement *Pg. 19*
Presenter: Scott Crabtree, City Attorney
- VI. Executive Session**
- VII. Other City Commission or Fiscal Court Business**
- VIII. Adjournment**



MEMO

TO: City Commission and Fiscal Court
FROM: City Manager Kenton Powell
DATE: March 1st, 2019
SUBJECT: SKYCTC Training and Truck Pad construction update

Dr. Karen Myers, Director of Workforce Solutions, will provide an update/status to both governmental bodies during Tuesday's Joint Meeting, on the CDL training program and Truck Pad construction at SKYCTC, Franklin Campus.

On the following pages I have listed some background materials.

Thank You,
Kenton Powell



MEMO

TO: Mayor Ronnie Clark and Commissioners
FROM: City Manager Kenton Powell
DATE: January 3rd 2018
SUBJECT: CDL training at SKYCTC

Dr. James McCaslin, Vice President of Outreach and Community Development at SKYCTC, has announced a new CDL training program at SKYCTC, Franklin Campus. Following this is an article published in the Bowling Green Daily News which explains the program and the shortages of truck drivers locally, state and nationally.

Dr. McCaslin is asking for support from the City, Industrial Authority and others. They need help to build a practice training area with an approximate graveled area of 360ft x 150ft behind the Franklin Campus.

I recommend concerning the City's support, if approved, to provide Professional Engineering Drawings to include Site Topography, Site Grading and Erosion Control Plans for 7,300.00. Once the drawings are complete, SKYCTC will have engineered drawings to have the pad built to designed specifications.

Dr. McCaslin plans to attend Monday's meeting if there're additional questions to be answered.

Proposed Motion:

Recommend RJ Consulting Engineering to provide Professional Services to include Site Topography, Site Grading and Erosion Control Plans for \$7,300.00, and approve the Mayor to sign all necessary documentation.



MEMO

TO: Mayor Ronnie Clark and Commissioners
FROM: City Manager Kenton Powell
DATE: May 8th 2018
SUBJECT: CDL training at SKYCTC (Next Phase)

Last January the Commission approved RJ Consulting Engineering to provide Professional Services to design CDL truck training pad for the SKYCTC. The Engineering and Design has been completed and SKYCTC is ready to move to the next phase.

Dr. James McCaslin has requested if the City would consider putting together the bid documents, advertise for quotations, award the contract, oversee the pad construction and run all payments through the City of Franklin. SKYCTC will commit their designated funds to the City plus other organizations would do the same. The City would basically become a conduit for the project funding.

I would like to discuss and get feedback from each Commissioner on Monday to understand what role the City should play concerning the construction and over site of the CDL training pad.

Dr. James McCaslin will not be able to attend Monday's meeting due to other obligations.

Following pages are memo's and articles for your reference.
I look forward to our discussion.

Kenton Powell



MEMO

TO: Mayor Ronnie Clark and Commissioners
FROM: City Manager Kenton Powell
DATE: September 20th 2018
SUBJECT: CDL training pad at SKYCTC

On Friday, June 22, 2018 at 2:30pm there was a bid opening for the construction of a CDL training pad at SKYCTC. Currently only one bid was submitted which was Scotty's Contracting & Stone LLC, in the amount of \$146,437.10.

The bid amount exceeded SKYCTC's budget so Dr James McCaslin and I met with Derek Doig, Project Manager with Scott's Contracting & Stone, to discuss opportunities to reduce the pad cost. Derek recommended to change item 15 (*on proposal on following page*) from Concrete Pipe to Metal pipe sequentially reducing the cost by \$16,000. Also, Kentucky Community & Technical College proposed removing item 11 (*on proposal on following page*) aggregate dense grade from the bid which KCTCS will purchase separately. The two changes in the bid would reduce the bid total project amount to \$93,477.10.

As a reminder, the City has been designated by KCTCS to hold the funds for the project. All payments for this project will be paid by the City of Franklin via donations. They are as follows:

SKYCTC	\$62,500
City of Franklin	\$10,000
Franklin-Simpson Industrial Authority	\$10,000
Franklin Bank and Trust	<u>\$5,000</u>
Total funds designated for training pad	\$87,500

There is a gap of \$5,977.10 to have the project 100% funded. Dr James McCaslin and I are meeting with potential donors with the hopes of having the training pad 100% funded.

Proposed Action:

Request the Commission to approve Scotty's Contracting & Stone for the amount of \$93,477.10 to construct SKYCTC CDL training pad per attached drawings.



MEMO

TO: Franklin City Commission and Simpson County Fiscal Court
FROM: City Manager Kenton Powell
DATE: February 28th, 2019
SUBJECT: Scott Waste Services LLC, possible opportunity **(follow-up)**

Judge Executive Mason Barnes, Financial Officer Nicole Law, Financial Director Shaunna Cornwell and I have met on two separate occasions. We are trying to identify areas of opportunities for the City and County to be able to combine Sanitation Services. These areas has been identified and forwarded to Scott Waste Services, to the attention of Pete Reckard, District Manager, for his review.

It could be five to seven days before we receive information back from Pete to determine if combining Sanitation Services is in the best interest for the City and County.

Thank You,
Kenton Powell



MEMO

TO: Franklin City Commission and Simpson County Fiscal Court
FROM: City Manager Kenton Powell
DATE: February 28th 2019
SUBJECT: Scott Waste Services LLC, possible opportunity

Scott Waste Services has a contract with the City and County for the collection and transfer of garbage. Both City and County contracts are written separately. The terms of the contracts expire at different times. There may be an opportunity to renegotiate both contracts collectively. Often times there's a synergy when dealing with a greater volume which could benefit both parties, the City and County.

I would like to discuss this opportunity to explore this initiative with both governmental bodies on Thursday, January 31st.

Proposed Motion:

Recommend the City Manager Kenton Powell, Financial Director Shaunna Cornwell, Judge Executive Mason Barnes and Financial Officer Nicole Law to explore the feasibility and opportunity to combine garbage collection services and report back to the next Joint Meeting scheduled on March 5th, 2019 and advise direction.



MEMO

TO: City Commission and Fiscal Court
FROM: City Manager Kenton Powell
DATE: February 28th, 2019
SUBJECT: P&Z Administrator Job Advertisement status

The Ad with full job description for Planning & Zoning Administrator ran in the Daily News Sunday edition as well as the Franklin Favorite. The deadline to apply is Friday, March 1st. To date, we have received five applications.

A copy of the ad description that ran in both Newspapers plus the P&Z job description are on the following pages.

Thank You,

Kenton Powell

F-S Planning & Zoning Administrator

Applications are being accepted for Franklin-Simpson Planning & Zoning Administrator until Friday, March 1, 2019. This position will be responsible for organizing and coordinating office administration and procedures, in order to ensure organizational effectiveness, efficiency and safety. The Planning & Zoning Administrator is responsible for developing intra-office communication, streamlining administrative procedures, office staff supervision and task delegation, and other duties.

Applications and job description can be found at www.franklinky.org /Notices/Job Announcements. Completed applications should be mailed to Rita Vaughn, P O Box 2805, Franklin, KY 42135, or delivered to 117 West Cedar Street, Franklin, KY.



City of FRANKLIN, KENTUCKY

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Employment

F-S Planning & Zoning Administrator

F-S Planning & Zoning Administrator

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Applications and job description can be found at [www.franklinky.org/Notices/Job Announcements](http://www.franklinky.org/Notices/Job%20Announcements). Completed applications should be mailed to Rita Vaughn, P.O. Box 2805, Franklin, KY 42135, or delivered to 117 West Cedar Street, Franklin, KY.

[P & Z Employment Application](#)

[P & Z Administrator Job Description](#)

2020 United Census Bureau Jobs (Not a City of Franklin Position)

[2020 United Census Bureau Jobs](#)

Employment will be through the United Census Bureau, not the City of Franklin.

re to search



Planning & Zoning Administrator

Job Description

The P&Z Administrator will organize and coordinate office administration and procedures, in order to ensure organizational effectiveness, efficiency and safety. The P&Z Office Manager is responsible for developing intra-office communication, streamlining administrative procedures, office staff supervision and task delegation.

Responsibilities:

- Organize and schedule meetings and appointments
- Organize office operations and procedures
- Manage relationships with contractors and citizens of Simpson County or surrounding areas
- Responsible for managing office services by ensuring office operations and procedures are organized, correspondences are controlled, filing systems are designed, and that clerical functions are properly assigned
- Ensure that results are measured against standards (Franklin-Simpson County Zoning Regulations), and make necessary changes when required
- Allocate tasks and assignments to subordinates and monitor their performance
- Assign and monitor administrative and clerical responsibilities and tasks among office staff
- Perform review and analysis of special projects and keep the management properly informed
- Determine current trends and provide a review to both City and County Governments
- Ensure top performance of office staff by providing them adequate coaching and guidance
- Remain updated on technical and professional knowledge by attending educational workshops, joining professional associations, building networks with fellow professionals and reviewing of industry publications
- Responsible for developing standards and promoting activities that enhance operational procedures
- Allocate available resources to enable successful task performance
- Coordinate office staff activities to ensure maximum efficiency
- Evaluate and manage staff performance, per Simpson County Personnel Policy manual
- Coach, mentor and discipline office staff
- Ensure filing systems are maintained and current
- Establish and monitor procedures for record keeping
- Ensure security, integrity and confidentiality of data
- Design and implement office policies and procedures
- Analyze and monitor internal processes
- Implement procedural and policy changes to improve operational efficiency
- Handle contractors/citizens inquiries and complaints
- Maintain a safe and secure working environment



MEMO

TO: Franklin City Commission and Simpson Fiscal Court
FROM: Scott Crabtree
DATE: March 1, 2019
SUBJECT: Electrical Inspector Contract

Attached is the electrical inspector contract for the inspector we approved at the last joint meeting. We can discuss at the joint meeting. If all are in agreement with the content of the contract, we need to authorize the Mayor and County Judge Executive to sign it along with the electrical contractor.

Proposed Action: Approve the contract and authorize the Mayor and County Judge Executive to sign.

**PROFESSIONAL SERVICES CONTRACT
FOR ELECTRICAL INSPECTION SERVICES**

THIS AGREEMENT is entered into on this _____ day of _____, 2019, by and between James A. Thomas, 5749 Old Scottsville Road, Alvaton, Kentucky 42122, hereinafter referred to as "Contractor," and the City of Franklin, Kentucky, a Kentucky Home Rule City, and the County of Simpson, Kentucky, a political subdivision, both validly existing under the laws of the Commonwealth of Kentucky, hereinafter jointly referred to as "F-S."

W I T N E S S E T H :

WHEREAS, F-S requires the services of a professional electrical inspector to administer the provisions of the respective ordinances of the City of Franklin and Simpson County, Kentucky, KRS Chapters 227 and 227A, and the laws and rules regulating the inspections of electrical installations in the Commonwealth of Kentucky;

WHEREAS, Contractor is a qualified, certified Commonwealth of Kentucky electrical inspector who is properly licensed, and is willing and able to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. SERVICES PERFORMED. Contractor will perform the services of electrical inspector pursuant to the terms of all relevant F-S ordinances and KRS Chapter 227 and 227A, and in compliance with all laws, rules and regulations related to electrical installations and services.

a. Electrical inspection services shall be available to the City of Franklin and Simpson County, Kentucky at the direction of the Planning and Zoning Administrator, on an "on-call" basis at all hours that F-S offices are generally open to the public. Contractor shall provide

F-S with information necessary to allow for immediate contact with Contractor when electrical inspection services are required.

b. Electrical inspection services shall include, but may not be limited to, providing required on-site inspection services related to permits, retaining all pertinent records and copies of permits and correspondence related to each permit in a manner consistent with a professional inspector and file a copy of all permits and records in the Franklin-Simpson Planning and Zoning office, and code review of electrical plans for sites and buildings prior to construction.

c. Contractor will have office hours available upon request of F-S during normal business hours at which time property owners and staff may consult with Contractor and coordinate work and inspections with the Planning and Zoning Administrator.

d. Contractor will provide regular and/or annual reports as required by F-S, including fully detailed written reports documenting all inspections performed by Contractor.

e. Contractor's inspections and inspection reports shall be made, as nearly as possible, within one business day of F-S requesting the inspection and/or report, and in no event later than ten (10) business days after the inspection.

f. Records of all permits shall be maintained and retained as required by law. Electrical Inspector shall maintain a complete record of all inspections as required by KRS 227.491 and submit inspection reports as required by KRS 132.815. Copies of all permits and inspections records and reports shall be maintained at the Planning and Zoning Office in Franklin, Kentucky.

2. Independent Contractor. Contractor's services shall be performed as an independent contractor. Nothing contained in this agreement or in the scope of Contractor's services shall be construed to create an employer/employee relationship between F-S and

Contractor. Further, Contractor understands and agrees that Contractor is not the exclusive provider of these services for F-S.

a. Contractor will not receive benefits generally available to F-S employees nor any rights afforded to F-S employees pursuant to any employee handbook or personnel policies. Contractor is not entitled to any benefits related to unemployment compensation or public employee retirement as a result of this agreement.

b. Contractor will provide at his/her sole expense all tools, equipment, office space and transportation necessary to perform the services required pursuant to this agreement and all relevant F-S ordinances and KRS Chapters 227 and 227A.

c. Contractor may perform inspection services for other entities and engage in other business activities so long as other work does not conflict with performance of electrical inspection services required pursuant to this agreement.

d. Contractor shall, at his/her sole expense, provide any workers' compensation insurance coverage to the extent required by law.

e. **Permits and Compensation:** Contractor will bill F-S for services in accordance with the fee schedule attached hereto as Exhibit 1 and incorporated herein by reference. Contractor will invoice F-S, by and through the Planning and Zoning Administrator, on a monthly basis and Simpson County, Kentucky will pay Contractor's invoices within 10 business days of receipt of said invoice or as soon thereafter as reasonably possible. F-S shall be responsible for collecting fees directly from the builder/electrician for the project to be inspected.

3. **Indemnification.** Contractor will indemnify and hold F-S, its officers, agents and employees harmless against and from any and all claims or damages, including reasonable attorney fees, by or on behalf of any person or persons from personal injuries, wrongful death, loss of use

and property damage arising out of his/her performance under the terms of this agreement and the duties prescribed herein. F-S, on its behalf, may assert any governmental immunities or tort liability caps that may exist.

4. Insurance. Contractor will maintain at his/her sole expense liability insurance covering the Contractor's negligent acts or omissions occurring during the performance of Contractor's duties pursuant to this agreement.

a. F-S shall be named as an additional insured and a certificate of insurance shall be provided to F-S on an annual basis. Contractor's insurance shall contain a clause that it cannot be canceled without 30 days' written notice to F-S prior to cancellation.

b. Contractor's insurance shall be in the amount of \$1,000,000 each negligent act, error or omission and \$1,000,000 aggregate or higher amount as may be required by law or required as a professional electrical inspector.

c. Contractor shall maintain at all times motor vehicle liability insurance as required by law and any other professional liability insurance as may be required for continuing licensure that may be required of Contractor's trade.

d. At any time during the term of this agreement, F-S may require Contractor to provide proof of insurance in a form satisfactory to F-S. If in F-S's opinion the required insurance is not being maintained, F-S may immediately terminate this agreement by written notice without liability whatsoever to Contractor.

5. Breach by Contractor. Upon the failure of Contractor to satisfactorily perform the services contemplated pursuant to the terms of this agreement, F-S may immediately terminate this agreement by written notice to Contractor.

6. Term. This agreement shall be in effect from _____, 2019 and shall continue thereafter unless terminated by either party as set forth herein.

a. This agreement may be terminated by Contractor at any time for any reason, or for no reason, on 60 days written notice.

b. This agreement may be terminated by F-S at any time for any reason, or for no reason, on 30 days written notice.

7. Notices. Any notices required by this agreement shall be sent as follows:

TO F-S:

c/o Planning and Zoning Administrator
P. O. Box 1025
Franklin, Kentucky 42135

TO CONTRACTOR:

8. Effect. If any provision of this agreement shall be declared invalid or unenforceable, the remainder hereof shall continue in full force and effect.

9. No Assignment. This agreement and the duties and rights secured hereby shall not be assigned or transferred to any other person, entity, or party for any reason by Contractor. The death, incapacitation or termination of Contractor shall act as an automatic termination of this agreement without liability whatsoever to F-S.

10. Data Practices Requests. Contractor shall comply, to the extent required, with the Kentucky Open Records Act. Contractor will immediately notify the Planning and Zoning Administrator if Contractor receives a request for information. F-S will cooperate with the Contractor in determining an appropriate response to the request for information.

11. Entire Agreement. This agreement contains the entire understanding and contract of the parties. No modification, either oral or written, may be made without the formal approval of the Board of Commissioners of the City of Franklin and Simpson County Fiscal Court.

12. Code of Conduct. Contractor shall at all times while performing duties under this agreement maintain a professional appearance and demeanor and shall treat all members of the public with due respect. Contractor shall not take any action, nor communicate with others in a manner that will project a negative image of F-S or its employees.

IN WITNESS WHEREOF, the parties hereto have signed below as their free, voluntary and knowing act on the date written above.

CITY OF FRANKLIN, KENTUCKY

SIMPSON COUNTY, KENTUCKY

Larry Dixon, Mayor

Mason Barnes, County Judge Executive

Attested by:

Attested by:

Cathy Dillard, City Clerk

Pam Rohrs, County Clerk

CONTRACTOR:

Print Name: _____



MEMO

TO: Franklin City Commission and Simpson Fiscal Court
FROM: Scott Crabtree
DATE: March 1, 2019
SUBJECT: Interlocal Agreement regarding P & Z

Attached is the interlocal agreement regarding Planning and Zoning. Also included elsewhere in the packet are ordinances adopting the interlocal agreement by the Fiscal Court and City Commission. A lot of it did not change regarding expense splitting. The portions that changed deal with employment and issues that arise and delegate the initial responsibility to handle these duties to the County Judge Executive and City Manager, since they are the day-to-day administrators of the respective governments.

Proposed Action: The City needs 2 sponsors for the attached adopting ordinance. We can have first reading for both bodies at the joint meeting if all are in agreement.

**INTERLOCAL AGREEMENT
REGARDING PLANNING AND ZONING**

THIS AGREEMENT, made and entered into on the dates indicated hereinbelow, as evidenced by the dates executed by the parties, by and between the City of Franklin, Kentucky, a municipality and home rule city validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City;" and the County of Simpson, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, by and through the County Judge Executive, hereinafter called "County" and the Franklin-Simpson Planning & Zoning Commission, a planning commission duly authorized by and under the Kentucky Revised Statutes, by and through its Chairperson, hereinafter referred to as "P & Z."

W I T N E S S E T H:

WHEREAS, the governing bodies of the City and County and P & Z have the power, pursuant to the Kentucky Revised Statutes, Section 65.210 *et seq.* to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the governing bodies of the City and County and P & Z have determined and hereby determine that it is in the best interests of the citizens and residents of Franklin and Simpson County that these entities enter into this Agreement for the joint financial contribution/operation of the Franklin-Simpson Planning & Zoning Commission to be operated under the terms and conditions set forth in this Agreement; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County and P & Z by an ordinance or resolution finally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent operation of the Franklin-Simpson Planning & Zoning Commission that the individual, specific, and special needs of each of the parties hereto be considered and that their unique and specialized services be used in a manner that best responds to the needs of the general public. It is also necessary that the cost of operation and maintenance of the Franklin-Simpson Planning & Zoning Commission (hereinafter referred to as "P & Z") be shared in a fair and equitable manner by the parties hereto.

In order to accomplish these purposes, it is the intent of this agreement to provide for the following:

1. All employees of the Franklin-Simpson Planning and Zoning Commission shall be County employees and shall receive county benefits, subject to the terms of this Agreement.
2. All fees and revenues generated by the Franklin-Simpson Planning and Zoning Commission shall go to the County of Simpson, with the Franklin-Simpson Planning and Zoning Commission having their expenses paid by the County from the fees generated.
3. There shall be established, as provided in this agreement, an "Employment Recommendation Committee," the duties, responsibilities and membership of which shall be as provided herein.
4. Contributions to the cost and expenses of the operation, maintenance, and other related costs and expenses of the P & Z shall be divided and paid by each of the parties hereto in the amounts and in the manner provided herein, and annual budgets with respect to the P & Z shall be prepared, approved and followed as provided in this Agreement.
5. Withdrawal from this agreement by a party hereto shall only be as provided in this Agreement.
6. The parties will continue to appoint the board members and approve zone changes in the manner in which these issues are currently being handled.
7. The City of Franklin shall have the right to approve changes in personnel with respect to the employees of Franklin-Simpson Planning and Zoning.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Planning & Zoning and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Franklin, Kentucky, or any successor thereto acting by and through this Agreement.

"County" means the County of Simpson, Kentucky, or any successor thereto acting by and through this Agreement.

"Employees" shall mean hourly or salaried employees of the Franklin-Simpson Planning and Zoning Commission and independent contractors including, but not limited to the building and/or electrical inspector.

“ERRC” means the Employment Recommendation and Resolution Committee, the composition and duties of which are set forth more fully hereinbelow.

“Fiscal Year” means the period from and including July 1 through and including the next June 30.

“Personal property” means any item or items of tangible or intangible property used, held or managed for the benefit of and/or in the Franklin-Simpson Planning and Zoning Commission and includes, but is not limited to monetary or other funds, supplies, inventory and equipment.

“P & Z” or “Franklin-Simpson Planning and Zoning Commission” means the Franklin-Simpson Planning and Zoning Commission and/or the Board of Adjustments and/or the employees/contractors that conduct work or duties relating to Planning and Zoning, or any successor thereto acting by and through this Agreement.

“Term” means the term of this Agreement as determined pursuant to Article IV hereto.

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Article 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

(a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of County’s knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefrom, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this

Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.

(d) The terms and conditions set forth in this Agreement are in furtherance of the County's governmental purposes, serve a public purpose and are in the best interest of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate the operational expenses, maintenance expenses, utility expenses, insurance expenses and any and all required capital improvement expenses that County is otherwise required to make under the term of this Agreement.

Article 3.2. Representations, Covenants and Warranties of City. The City represents, covenant and warrants for the benefit of the remaining parties hereto as follows:

(a) The City is a municipality and home rule city, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transaction contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

(d) The terms and conditions set forth in this Agreement are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interest of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate the operational expenses, maintenance expenses, utility expenses, insurance expenses

and any and all required capital improvement expenses that City is otherwise required to make under the term of the Agreement.

ARTICLE IV: TERM

Article 4.1 Duration of Agreement Term; Right to Terminate. The initial term of this Agreement shall be ten (10) years beginning April 1, 2019, and shall be automatically renewable for successive five (5) year terms unless terminated by any party hereto. The City or County shall have the right to terminate this Agreement by giving one hundred eighty (180) days' notice, in writing, to the other parties of its intent to terminate this Agreement. The notice shall be dated and shall state specifically the date upon which the Agreement shall terminate, so long as the termination date is at least one hundred eighty (180) days after delivery of the notice to terminate.

Termination of this Agreement will terminate all obligations of the party seeking to terminate this Agreement to pay any obligation under this Agreement, except the payment of any and all monies owed under this Agreement accrued to the date of termination of this Agreement, and will terminate the rights of the party seeking to terminate this Agreement to use, possess, participate in and/or occupy the Project under this Agreement except as provided herein.

ARTICLE V: PERSONNEL AND BOARD MEMBERS AND APPROVALS

Article 5.1. Employees of P & Z. All employees of the P & Z shall become County employees and shall be eligible for all benefits afforded all other County employees if approved by the City and County. Provided, however, that the electrical and building inspectors shall be paid by the County and may be independent contractors which may be eligible for benefits as if an employee of P & Z if approved by the City and County. Further, all employees of the P & Z shall adhere to all County policies and procedures relating to employment and shall be subject to the disciplinary measures contained within said policies and procedures to the extent violated by an employee of P & Z.

Article 5.2. Selection of Replacement Employees/Inspectors. In the event any employee or the building and/or electrical inspector(s) is/are replaced due to termination, retirement, resignation or, if for any other reason there is a vacancy in one or more of the positions, or if any employee or inspector is not performing his/her assigned tasks to the extent that termination of the employee/inspector is contemplated, the ERRC or the County (in conjunction with the City) shall make the ultimate decision to terminate an employee and/or interview qualified and appropriate candidates to fill the position(s); provided, however, that the City and County must both approve the person(s) recommended for termination or to hire for any and all positions. New positions for the P & Z may be created and a job description prepared by the ERRC, with any new employee hiring being subject to the approval of the Fiscal Court and City Commission.

Article 5.3. Selection/Appointment of P & Z / Board of Adjustment Members. Nothing in this Agreement or any ordinance adopting this Agreement shall be construed to change or alter, in any way, the number or composition of the current Boards nor shall this Agreement or any ordinance adopting this Agreement change or alter the manner in which the City or County

appoints their respective members to said Boards. Further, nothing in this Agreement or any ordinance adopting this Agreement shall change or alter, in any way, the manner in which the City or County approves or shall approve any matter decided or recommended by the P & Z or Board of Adjustments.

ARTICLE VI: ESTABLISHMENT OF EMPLOYMENT RECOMMENDATION COMMITTEE

Article 6.1. Name. The parties hereto agree to the establishment of a committee entitled the "Employment Recommendation and Resolution Committee" (hereinafter "ERRC"), with said committee having the powers and duties as set forth herein.

Article 6.2. Composition of the ERRC. The ERRC shall have three (3) voting members as follows:

(a) Voting Members:

1. City Manager of the City of Franklin; and,
2. County Judge Executive of the County of Simpson.

Article 6.3. Powers and Duties of the ERRC. The powers and duties of the ERRC shall be as follows:

(a) Elect one member to act as Chairperson and one member as Secretary.

(b) Create/approve job descriptions for employment positions at P & Z, review applications and make recommendations on creating new employment positions, make recommendations on hiring personnel for P & Z, subject to approval by the City Commission and Fiscal Court, make recommendations regarding pay and compensation plans to the Fiscal Court and City Commission (if necessary but this shall not include annual cost of living or "across the board" raises to all employees of the County), and review and evaluate personnel performance and receive and review complaints regarding the personnel at P & Z, and make recommendations for disciplinary/corrective actions and/or recommendations to take no action to the Simpson Fiscal Court and City Commission. All hiring and termination of employment of employees of the P & Z shall only occur after a majority vote of the Fiscal Court and City Commission.

(c) Review revenue and expenditures of P & Z and make recommendations for budgetary and/or revenue enhancement for P & Z including recommendations for rate increases, subject to approval of the City Commission and Fiscal Court.

(d) Review and recommend resolutions to or for any errors or omissions committed by P & Z staff or members of any P & Z related board.

Article 6.4. Meetings. The ERRC shall hold meetings on an as needed basis in accordance with the Open Meetings Act. Special meetings may be called in accordance with the Open Meetings Act.

ARTICLE VII: FUNDING

Article 7.1. Funding. All funds necessary for the operation of the P & Z shall be derived from the fees and revenues generated from the building and electrical inspectors' fees, fees for variances and zone changes, permits issued by the P & Z, and any and all future sources of revenue(s) approved by the Kentucky legislature and/or levied or funded by the Simpson Fiscal Court and City Commission (except each party hereto shall not be assessed any costs in addition to the amounts assessed by and through this Agreement without the prior approval of said party), and the parties' contribution as set forth in the allocation of costs section hereinbelow.

Article 7.2. Fee/Rate Increases. As of the date of this Agreement, the City and County each have fee/rate structure ordinances that have been duly adopted by each body politic setting the fees and/or rates for all aspects of P & Z including, but not limited to variances, zone changes and inspections. After the adoption/approval of this Agreement, the ERRC shall review and recommend changes to the budgets/finances of the P & Z including, but not limited to rate changes subject to the City and County approving and adopting fee/rate changes by motion, resolution or ordinance affecting P & Z; provided, however, that the City shall approve any rate/fee changes, by motion, resolution or ordinance, prior to the County's final adoption of any motion, resolution, or ordinance changing the rates/fees, subject to the provisions of Article VIII below.

ARTICLE VIII: ALLOCATION OF COSTS AND BUDGETS

Article 8.1. Costs Allocated to the Parties. Each of the parties hereto agree to pay said party's allocated share of costs which are as follows:

- (a) One-half of the difference of total fees and revenues generated from the operation of P & Z and the inspection programs minus the total of expenses incurred by or on behalf of P & Z and the inspection programs.

Article 8.2. Budgeting/Budget Approval. P & Z shall prepare, submit, and approve an annual budget to the City and County by or before February 15 of each year. The budget shall include, but not be limited to all projected revenues and expenses, as well as all capital expenditures for the next fiscal year. The City and the County shall both have the right to approve said budget, whether by motion or otherwise, and once approved, City and/or County agree to budget and fund such amounts as are necessary and appropriate to fund P & Z for each fiscal year. In the event that either City or County do not approve the budget of P & Z, all parties agree that a joint meeting shall be conducted by or before June 1 of the year that the budget is submitted in an effort to reach an agreement concerning the budget issues. All

surpluses of revenues over expenses shall be carried over, in a separate account, to the next fiscal year, and shall be used solely for P & Z and/or inspection program expenses. If P & Z and/or the inspection program requires an amendment to the budget during any fiscal year in excess of \$5,000.00 for any one budget item or, if the aggregate of additional expenses exceed \$5,000.00, the City and County shall each have the right to approve said budget amendment expense(s) prior to the P & Z incurring said additional expenditures.

ARTICLE IX: DISBURSEMENT OF PROPERTY UPON TERMINATION OF AGREEMENT

Article 9.1. Disbursement of Personal Property in the Event of Mutual Termination. In the event that all parties hereto agree to terminate this Agreement pursuant to the applicable provisions herein, the personal property shall remain with the P & Z unless the P & Z is no longer in existence, in which the personal property shall be divided between the parties by agreement.

ARTICLE X: ASSIGNMENT

Article 10.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE XI: EVENTS OF DEFAULT AND REMEDIES

Article 11.1. The parties hereto agree that costs and expenses shall be divided as set forth in Section VIII above. The parties further agree that the County shall bill the City monthly for the City's share of the costs associated with the operation of the P & Z. Any party failing to make payment as required by this Agreement shall be deemed to be in default and the remaining parties may seek any and all recourses available to them at law or in equity.

ARTICLE XII: MISCELLANEOUS

Article 12.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows:

CITY: City of Franklin
Attn: Mayor or City Manager
925 South Main Street
P. O. Box 2805
Franklin, Kentucky 42135-2805

COUNTY: County of Simpson
Attn: County Judge Executive

Simpson County Courthouse
Franklin, Kentucky 42134

PLANNING & ZONING: Franklin-Simpson Planning & Zoning
Attn: Chairperson
Franklin, Kentucky 42134

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Article 12.2. Amendments, Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Articles 12.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Article 12.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Article 12.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Article 12.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Agreement.

Article 12.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Article 12.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Article 12.9. Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Article 12.10. Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF FRANKLIN, KENTUCKY

Larry Dixon, Mayor

Date Executed: _____

ATTEST:

Cathy Dillard, City Clerk

Date Executed: _____

SIMPSON COUNTY, KENTUCKY

Mason Barnes, County Judge Executive

Date Executed: _____

ATTEST:

Pam Rohrs, Fiscal Court Clerk

Date Executed: _____

PLANNING & ZONING COMMISSION

Chairperson

Date Executed: _____

HAVE SEEN AND CONSENT TO FORM
AND APPROVE FOR EXECUTION:

Ryan Halloran
Office of Kentucky Attorney General

ORDINANCE NO. 2019- 008

**AN ORDINANCE OF THE CITY OF FRANKLIN, KENTUCKY
APPROVING AN INTERLOCAL AGREEMENT REGARDING
PLANNING AND ZONING AND AUTHORIZING THE MAYOR TO SIGN**

WHEREAS, the City of Franklin, Franklin-Simpson Planning and Zoning Commission and County of Simpson have reached an agreement with regard to the operation of the Franklin-Simpson Planning and Zoning Commission entitled “Interlocal Agreement Regarding Planning and Zoning,” a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, the City of Franklin and the parties to the Interlocal Agreement require the passage of an Ordinance approving said interlocal agreement and authorizing the Mayor for the City of Franklin to execute said interlocal agreement; and,

WHEREAS, it is in the best interest of the citizens and residents of the City of Franklin that the City adopt this Ordinance.

NOW, THEREFORE, be it ordained by the City of Franklin, Kentucky, acting by and through its City Commission, as follows:

1. The City Commission of the City of Franklin, Kentucky hereby approves the terms and conditions of the Interlocal Agreement Regarding Planning and Zoning by and between the Planning and Zoning Commission, County of Simpson, and the City of Franklin, Kentucky, a copy of which is attached hereto and incorporated herein by reference.
2. The Mayor of the City of Franklin, Larry Dixon, is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this Ordinance and the Interlocal Agreement including, but not limited to the Interlocal Agreement.

If any section, subsection, sentence, clause, or phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

FIRST READING

SECOND READING

At a meeting held on _____, on motion made by _____ and seconded by _____, the foregoing ordinance was adopted, after full discussion, by the following vote:

_____ JAMIE POWELL
_____ HERBERT WILLIAMS
_____ BROWNIE BENNETT
_____ WENDELL STEWART
_____ LARRY DIXON, MAYOR

APPROVED BY:

LARRY DIXON, MAYOR
CITY OF FRANKLIN, KENTUCKY

ATTEST:

CATHY DILLARD, CITY CLERK
CITY OF FRANKLIN, KENTUCKY

ORDINANCE NO. _____

**AN ORDINANCE OF SIMPSON COUNTY, KENTUCKY
APPROVING AN INTERLOCAL AGREEMENT REGARDING
PLANNING AND ZONING AND AUTHORIZING THE
COUNTY JUDGE EXECUTIVE TO SIGN**

WHEREAS, the City of Franklin, Franklin-Simpson Planning and Zoning Commission and County of Simpson have reached an agreement with regard to the operation of the Franklin-Simpson Planning and Zoning Commission entitled "Interlocal Agreement Regarding Planning and Zoning," a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, the County of Simpson and the parties to the Interlocal Agreement require the passage of an Ordinance approving said interlocal agreement and authorizing the County Judge Executive for Simpson County, Kentucky to execute said interlocal agreement; and,

WHEREAS, it is in the best interest of the citizens and residents of Simpson County, Kentucky that the County of Simpson adopt this Ordinance.

NOW, THEREFORE, be it ordained by the Fiscal Court of Simpson County, Kentucky, as follows:

1. The Fiscal Court of Simpson County, Kentucky hereby approves the terms and conditions of the Interlocal Agreement Regarding Planning and Zoning by and between the Planning and Zoning Commission, County of Simpson, and the City of Franklin, Kentucky, a copy of which is attached hereto and incorporated herein by reference.
2. The County Judge Executive of Simpson County, Mason Barnes, is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this Ordinance and the Interlocal Agreement including, but not limited to the Interlocal Agreement.

If any section, subsection, sentence, clause, or phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

_____ FIRST READING

_____ SECOND READING

At a meeting held on _____, on motion made by _____ and seconded by _____, the foregoing ordinance was adopted, after full discussion, by the following vote:

_____ MYRON THURMAN

_____ SCOTT POSTON

_____ NATHANIEL DOWNEY

_____ MARTY CHANDLER

_____ MASON BARNES, COUNTY JUDGE EXECUTIVE

APPROVED BY:

MASON BARNES, COUNTY JUDGE EXECUTIVE
SIMPSON COUNTY, KENTUCKY

ATTEST:

PAM ROHRS, CLERK
SIMPSON COUNTY, KENTUCKY