

# AGENDA

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**A G E N D A**  
**City of Franklin, Kentucky**  
**City Commission**

**Monday, June 10, 2019**  
**Special Called Meeting – 7:00 PM**

**Franklin-Simpson High School Football Stadium**  
**Quarterback Club Pavilion**  
**Yokley Drive**  
**Franklin, Kentucky**

**In Case of Rain Meeting Will Be Moved to City Hall @ 6PM**

- I. Call to Order and Member Roll Call**
- II. Opening Prayer** - Eric Walker, Franklin Community Church
- III. Approval of Minutes**
  - Meeting Minutes from May 13, 2019 Regular Session *Pg. 5*
  - Meeting Minutes from May 13, 2019 Special Called Budget Work Session *Pg. 12*
  - Meeting Minutes from June 3, 2019 Special Called Meeting and Budget Work Session *Pg. 13*
- IV. Recognitions**
  - Recognize Police Chief Roger Solomon *Pg. 18*  

*Presenter: Kenton Powell, City Manager*
- V. Community Services**
  - Discussion and/or possible action regarding Community Service Agreements *Pg. 22*  

*Presenter: Kenton Powell, City Manager*
- VI. General Government**
  - Discussion and/or possible action regarding Board Appointments *Pg. 44*  

*Presenter: Kenton Powell, City Manager*
  - Discussion and/or possible action regarding Kentucky Downs Fireworks Display *Pg. 45*  

*Presenter: Kenton Powell, City Manager*
  - Discussion and/or possible action regarding CSX Railroad Crossing *Pg. 55*  

*Presenter: Kenton Powell, City Manager*
  - Discussion and/or possible action regarding F-S Industrial Authority Sidewalk Grant *Pg. 60*  

*Presenter: Kenton Powell, City Manager*
  - Discussion and/or possible action regarding F-S Planning & Zoning Building Inspector *Pg. 66*  

*Presenter: Kenton Powell, City Manager*

## **General Government (Continued)**

- Discussion and/or possible action regarding Proposed Ordinance for Holley Performance Products KBI Inducement *Pg. 67*  
*Presenter: Scott Crabtree, City Attorney*
- Discussion and/or possible action regarding Revisions to Personnel Policy *Pg. 75*  
*Presenter: Scott Crabtree, City Attorney*
- Discussion and/or possible action regarding Award of Workers Compensation Insurance *Pg. 127*  
*Presenter: Scott Crabtree, City Attorney*
- Discussion and/or possible action regarding Award of Employee Health, Dental and Vision Insurance Coverage *Pg. 128*  
*Presenter: Rita Vaughn, Personnel Director*

## **VII. Utilities**

- Discussion and/or possible action regarding Water and Sewer Contract for Northwoods Subdivision *Pg. 134*  
*Presenter: Chris Klotter, Public Works Director*

## **VIII. Ordinances**

- Second Summary Reading of Ordinance No. 2019-013 titled:  
*Amendment to Ordinance Adopting a Comprehensive Plan of Annexation for the City of Franklin, Kentucky* *Pg. 148*
- Second summary reading of Ordinance No. 2019-010 titled:  
*An Ordinance Amending the Annual Budget for the Fiscal Year Beginning July 1, 2018 and ending June 30, 2019 by Estimating Revenues and Appropriations* *Pg. 150*
- Possible First Summary Reading of Ordinance No. 2019-014 titled:  
*An Ordinance of the Board of Commissioner of the City of Franklin, Kentucky, Authorizing The Grant of an Inducement for the Acquisition and Construction of a Project Pursuant to The Kentucky Business Investment Program (KRS 154.32-010 to 154.32-100) Whereby the City Agrees to Forego the Collection of the One Percent (1%) City Occupational License Fee On Wages from Holley Performance Products, Inc. that would Otherwise be Due with Respect To Project Employees, which Amounts shall be Collected and Remitted to the City to be Refunded Upon Employer's Request Over a Term of Not Longer than Ten (10) Years from the Activation Date Established by Said Program; and Taking Other Related Action* *Pg. 152*
- Possible First Summary Reading of Ordinance No. 2019-011 titled:  
*An Ordinance Adopting the Annual Budget for the Fiscal year Beginning July 1, 2019 and Ending June 30, 2020 by Estimating Revenues and Appropriations* *Pg. 156*  
*Presenter: Cathy Dillard, City Clerk*

## **IX. Public Safety**

- Discussion and/or possible action regarding Purchase of Property located at 620 West Madison Street, 203 Witt Road and 211 Witt Road *Pg. 159*  
*Presenter: Scott Crabtree, City Attorney*
- Discussion regarding Potential Uses for Property Purchase  
*Comments By: Mayor Larry Dixon*

## **X. Comments and Questions from the Public**

## **XI. Adjournment**

# MINUTES

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**MINUTES OF REGULAR SESSION  
OF THE  
CITY OF FRANKLIN  
CITY COMMISSION**

**May 13, 2019**

**City Hall  
117 West Cedar Street  
Franklin, Kentucky**

The Franklin, Kentucky City Commission met in Regular Session at 12:00 Noon, Monday, **May 13, 2019**, in the City Hall meeting room located at 117 West Cedar Street, Franklin, Kentucky.

Members attending were as follows:

Mayor Larry Dixon	Present
Commissioner Jamie Powell	Present
Commissioner Herbert Williams	Present
Commissioner Brownie Bennett	Present
Commissioner Wendell Stewart	Present

Others present included City Manager Kenton Powell; City Attorney Scott Crabtree; City Personnel Director/Deputy Clerk, Rita Vaughn; City Finance Director, Shaunna Cornwell; City Police Chief, Roger Solomon; Public Works Superintendent Chris Klotter; City Clerk, Cathy Dillard; F-S Human Rights Commission Director, Donzella Lee; Franklin Favorite/WFKN media representative, Keith Pyles; Simpson County Fire Chief Leslie Goodrum and Nelson Slaughter from the Fire Department; Captain Kelly Mayfield and Lt. Dale Adams of the Franklin Police Department; and, Robbie Matthews the Franklin Police Department's newest officer.

Mayor Dixon called the meeting to order at 12:00 Noon, and Herbert Williams offered the opening prayer.

**APPROVAL OF MINUTES**

Motion was made by Commissioner Powell and seconded by Commissioner Bennett to approve the minutes as presented of the April 22, 2019, regular meeting of the Franklin City Commission

Voting aye: All. Motion carried unanimously.

## **RECOGNITION**

Franklin Police Chief Roger Solomon introduced incoming police officer Robbie Matthews. Chief Solomon said Matthews would enter a three to four week accelerated training program and, due his previous law enforcement experience, would then be available for patrol duty.

City Attorney Scott Crabtree administered the oath of office for Officer Matthews.

## **COMMUNITY SERVICES**

Lt. Dale Adams, Franklin Police Department, provided a discussion and video presentation regarding the use of drones for law enforcement purposes. Lt. Adams indicated that drone usage in the law enforcement environment had become more prevalent due to the availability of affordable technology.

Chief Solomon is proposing the purchase of a drone for the department with funds for the purchase from the drug forfeiture fund. The cost for the equipment, training and licensure would have a total cost of approximately \$4,715.00. The department hopes to have three (3) trained handlers, one handler for each shift.

No action was taken by the Commission regarding this matter.

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City Clerk Cathy Dillard discussed the upcoming Neighborhood Walk and Special Called Commission meeting scheduled for Monday, June 10, 2019. This special called meeting will replace the regularly scheduled meeting on June 10 at 12:00 Noon.

The walk will begin at 6:00 PM at the Quarterback Club Pavilion at the Franklin-Simpson High School football stadium with the special called meeting to begin at 7:00 PM. In the event of inclement weather the walk could be cancelled and the meeting held at 6:00 PM at City Hall. Signs will be placed along the route to notify and invite residents to walk with City officials and attend a City Commission meeting.

No action was taken by the Commission regarding this matter.

## **GENERAL GOVERNMENT**

Fire Chief Leslie Goodrum discussed the most recent Franklin and Simpson County ISO Rating and the rating criteria and process. The 2019 rating will be 4/4Y which becomes effective August 1, 2019, and represents an improvement over the 2011-2012 rating.

Chief Goodrum noted that the scoring categories receiving the lowest score were the personnel and the deployment category. These lower scores were received because we do not have a 24-hour fully staffed fire department and the only way to improve this score would be to hire additional full time employees.

The Goodrum and the Commission were pleased with the results of the rating. The improved classification could potentially impact insurance premium rates for our community.

No action was taken by the Commission regarding this matter.

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City Attorney Scott Crabtree asked the Commission to consider an ordinance amending the comprehensive plan of annexation ordinance. The current ordinance was passed in 1982 and omitted the "area generally to the west."

Commissioner Powell and Commissioner Stewart asked to sponsor the ordinance. First summary reading of the ordinance took place during the ordinance portion of our meeting.

No action was required by the Commission regarding this matter.

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City Finance Director Shaunna Cornwell reviewed the year-end operating budget, the proposed third budget amendment for the fiscal year 2018-2019 budget, and provided an overview of the significant changes to the fund balances. These changes reflect the pre-funded community service commitments to several organizations.

Commissioner Powell and Commissioner Stewart asked to sponsor the proposed budget amendment ordinance with first summary reading taking place during the ordinance portion of this meeting.

No action was required by the Commission regarding this matter.

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City Finance Director Shaunna Cornwell asked the Commission to ratify the Mayor's signature on a certificate of deposit account with German American Bank which was opened on May 1, 2019. This account was opened to allow the City to take advantage of an increased interest rate on funds set aside for debt service on the fiber optic bonds. The certificate maturity date will coincide with the bond maturity.

Motion was made by Commissioner Bennett and seconded by Commissioner Stewart to ratify the Mayor's signature and to authorize the establishment of a certificate of deposit account with German American Bank and to further authorize signors on the account to be the City Manager, Finance Director, and Community Development Director.

Voting Aye: All. Motion carried unanimously.

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City Finance Director Shaunna Cornwell addressed the Commission regarding the fiscal year 2019-2020 Municipal Aid Cooperative Agreement between the City of Franklin and the Commonwealth of Kentucky Transportation Cabinet, Department of Rural and Municipal Aid, which will provide \$168,591.99 to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges for Fiscal Year 2019-2020. This agreement, along

with the following resolution, must be approved annually to continue participation in the Municipal Road Aid Cooperative Program.

**RESOLUTION NO. B - 2019**

**CITY OF FRANKLIN, KENTUCKY  
RESOLUTION ADOPTING AND APPROVING THE EXECUTION  
OF A MUNICIPAL AID CO-OP PROGRAM CONTRACT BETWEEN  
THE CITY OF FRANKLIN AND THE COMMONWEALTH OF KENTUCKY,  
TRANSPORTATION CABINET, DEPARTMENT OF RURAL AND MUNICIPAL AID  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AS PROVIDED IN  
THE KENTUCKY REVISED STATUTES, AND ACCEPTING ALL STREETS  
REFERRED TO THEREIN AS BEING STREETS WHICH ARE A PART  
OF THE CITY OF FRANKLIN**

*WHEREAS, the Board of Commissioners of the City of Franklin, Kentucky has determined that it is in the best interest of the citizens of Franklin, Kentucky to accept the invitation from the Department of Rural and Municipal Aid to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department of Rural and Municipal Aid; and,*

*WHEREAS, it has been determined that the City must enter into a Municipal Road Aid Cooperative Program Agreement in order to participate in this program.*

*NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Franklin, Kentucky as follows:*

- 1. The Board of Commissioners of the City of Franklin, Kentucky does hereby accept all streets referred to in said contract as being city streets which are a part of the City of Franklin; and*
- 2. The Board of Commissioners of the City of Franklin does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said contract and does hereby accept said contract and by such acceptance agrees to all the terms and conditions therein stated; and*
- 3. The Chief Executive Officer (Mayor) of the City of Franklin is hereby authorized and directed to sign said contract as set forth on behalf of the Board of Commissioners of the City of Franklin, and the City Clerk of Franklin, Kentucky is hereby authorized and directed to certify thereto.*
- 4. This resolution was adopted by a unanimous vote of the Board of Commissioners of the City of Franklin at a meeting held on May 13, 2019.*

The required public hearing regarding the use of these funds was held on May 13, 2019 at 11:45 AM.

Motion was made by Commissioner Powell seconded by Commissioner Williams to approve the Municipal Road Aid Cooperative Program Agreement for Fiscal year 2019-2020 and to adopt Resolution No. B-2019, and authorize the Mayor to sign any documents necessary to effectuate this motion.

Voting Aye: All present. Motion carried unanimously.

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City Finance Director Shaunna Cornwell asked the Commission to consider entering into an agreement with Springbuk, through Peel & Holland, for analytical trend data services relating to health insurance utilization. The cost for this service is approximately \$820.00 annually.



Motion was made by Commissioner Bennett and seconded by Commissioner Powell to approve \$820.00 annually to Peel & Holland to generate benefit and wellness claim reports and to authorize the Mayor to sign all documents necessary for the execution of this agreement.

Voting Aye: All. Motion carried unanimously.

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City Finance Director Shaunna Cornwell requested the Commission's approval for award of road salt as a result of the salt bid reverse auction for FY 2019-2020. There is no obligation to purchase salt under this bid but it ensures that salt is available for purchase at a fixed price if there is a shortage. Two bids were received with Compass Minerals providing the lowest bid at \$98.00 per ton. Mrs. Cornwell indicated that 150 tons will be purchased under this bid price.

Motion was made by Commissioner Williams and seconded by Commissioner Stewart to award the salt bid to Compass Minerals as the lowest and best responsive, responsible bidder in the amount of \$98.00 per ton.

Voting Aye: All. Motion carried unanimously.

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Franklin-Simpson Renaissance Summer Nights Concert Series begins Friday, June 7, 2019, and Renaissance requested to close South College Street from West Kentucky Avenue to West Cedar Street between the hours of 4:00 PM until 10:00 PM for the following dates:

1. Friday, June 7, 2019
2. Friday, June 21, 2019
3. Friday, June 28, 2019
4. Friday, July 5, 2019
5. Friday, July 12, 2019
6. Friday, July 19, 2019
7. Friday, July 26, 2019
8. Friday, August 2, 2019
9. Friday, August 9, 2019
10. Friday, August 23, 2019
11. Friday, August 30, 2019

Motion was made by Commissioner Bennett and seconded by Commissioner Stewart to approve the request submitted by F-S Renaissance to close South College Street from West Kentucky Avenue to West Cedar Street from 4:00 PM until 10:00 PM for the Summer Nights Concert Series for the concert dates listed above.

Voting Aye: All. Motion carried unanimously.

City Clerk Cathy Dillard provided an update to the Commission regarding the recent online surplus property auction. The City recently finalized our first online surplus property auction with GovDeals. The bid results were presented and included the number of bids and online visitors for each individual item. The increased exposure to potential bidders provided by the online platform resulted in a significantly better sale. Six items were sold for a total sale price of \$18,733.00.

No action was required by the Commission regarding this matter.

### **PUBLIC SAFETY**

City Attorney Scott Crabtree asked the Commission to consider approval of amendments to the following Police Policies and Procedures:

1. Section 1, Chapter 6 – Career Development and High Education
2. Section 1, Chapter 7 – General Management
3. Section 1, Chapter 21 – Uniforms and Appearance
4. Section 1, Chapter 26 – Budgeting/Finance
5. Section 1, Chapter 28 – Physical Fitness Standards

Motion was made by Commissioner Powell and seconded by Commissioner Williams to authorize the amendments as presented to the Franklin Police Department Policies and Procedures manual.

Voting Aye: All. Motion carried unanimously.

### **ORDINANCES**

City Clerk Cathy Dillard presented first summary reading of the following ordinances:

Ordinance No. 2019-013 titled: *Amendment to Ordinance Adopting a Comprehensive Plan of Annexation for the City of Franklin, Kentucky*

Ordinance No. 2019-010 titled: *An Ordinance Amending the Annual Budget for the Fiscal Year Beginning July 1, 2018 and ending June 30, 2019 by Estimating Revenues and Appropriations*

No action is taken at first reading of an ordinance.

### **EXECUTIVE SESSION**

At 12:58 PM, motion was made by Commissioner Bennett and seconded by Commissioner Stewart to enter into Executive Session for the purpose of:

- (1) LAND ACQUISITION – Deliberations on the future acquisition or sale of real property by a public agency where publicity would be likely to affect the value of a

specific piece of property to be acquired for public use or sold by a public agency {KRS 61.810(1)(b);

(2) LITIGATION – Discussion of proposed or pending litigation {KRS 61.810(1)(c)}

Voting Aye: All. Motion carried unanimously.

Entering Executive Session were Mayor Dixon; Commissioners Powell, Bennett, Williams and Stewart; and City Attorney Scott Crabtree.

At 1:55 PM, motion was made by Commissioner Powell and seconded by Commissioner Stewart to exit Executive Session and return to open session.

Voting Aye: All. Motion carried unanimously.

### **OTHER COMMISSION BUSINESS**

Mayor Dixon reminded everyone about the Memorial Day services at Greenlawn Cemetery on Monday, May 27, 2019 at 2:00 PM. Mayor Dixon invited everyone to attend the services.

Commissioner Stewart commented that Atmos Energy bills continued to be higher than normal due to a billing error in this area. Commissioner Bennett indicated that Atmos was offering their customers payment options due to the billing errors.

### **ADJOURNMENT**

At 1:55 PM, motion was made by Commissioner Powell and seconded by Commissioner Stewart to adjourn the regular meeting of the Franklin City Commission.

Voting Aye: All. Motion carried unanimously.

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Larry Dixon, Mayor  
City of Franklin, Kentucky

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Cathy Dillard, City Clerk  
City of Franklin, Kentucky

**MINUTES OF SPECIAL SESSION  
OF THE  
CITY OF FRANKLIN CITY COMMISSION**

**May 13, 2019 at 9:00 AM**

**City Hall  
117 West Cedar Street  
Franklin, Kentucky**

The Franklin City Commission held a Special Budget Work Session at 9:00 AM, Monday, **May 13, 2019**, in the City Hall meeting room located at 117 West Cedar Street, Franklin, Kentucky.

Members attending were as follows:

Mayor Larry Dixon	Present
Commissioner Brownie Bennett	Present
Commissioner Herbert Williams	Present
Commissioner Jamie Powell	Present
Commissioner Wendell Stewart	Present

Others present included City Finance Director, Shaunna Cornwell; Public Works Director Chris Klotter; Franklin Police Chief Roger Solomon; Michael Ranburger; Trent Coffee; Kenny Massey; and, Captain Kelly Mayfield.

Mayor Larry Dixon called the meeting to order at 9:00 AM.

The purpose of the meeting as listed on the advance agenda was to conduct a work session for development of the Fiscal Year 2019-2020 Annual Budget; and to discuss the third budget amendment for the Fiscal Year 2018-2019 budget.

Finance Director Cornwell discussed proposed capital expenditure budget items with department heads and reviewed community service financial statements and requests. No official action was taken.

**ADJOURNMENT**

At 11:12 AM, motion was made by Commissioner Powell and seconded by Commissioner Bennett to adjourn the special budget work session meeting of the Franklin City Commission.

Voting Aye: All. Motion carried unanimously.

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Larry Dixon, Mayor  
City of Franklin, Kentucky

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Cathy Dillard, City Clerk  
City of Franklin, Kentucky

**MINUTES OF SPECIAL SESSION  
OF THE  
CITY OF FRANKLIN CITY COMMISSION**

**June 3, 2019 at 9:00 AM**

**City Hall  
117 West Cedar Street  
Franklin, Kentucky**

The Franklin City Commission held a Special Called Meeting and Budget Work Session at 9:00 AM, Monday, **June 3, 2019**, in the City Hall meeting room located at 117 West Cedar Street, Franklin, Kentucky.

Members attending were as follows:

Mayor Larry Dixon	Present
Commissioner Brownie Bennett	Present
Commissioner Herbert Williams	Present
Commissioner Jamie Powell	Present
Commissioner Wendell Stewart	Present

Others present included City Manager, Kenton Powell; City Attorney, Scott Crabtree; City Finance Director, Shaunna Cornwell; Public Works Director Chris Klotter; Franklin Police Chief Roger Solomon; City Clerk, Cathy Dillard; Personnel Director/Deputy Clerk, Rita Vaughn; and, Community Development Director, Tammie Carey.

Mayor Larry Dixon called the meeting to order at 9:00 AM and Commissioner Herbert Williams offered an opening prayer.

**EXECUTIVE SESSION**

At 9:02 AM, motion was made by Commissioner Bennett and seconded by Commissioner Powell to enter into Executive Session for the purpose of: Land Acquisition – Deliberations on the future acquisition or sale of real property by a public agency where publicity would be likely to affect the value of a specific piece of property to be acquired for public use or sold by a public agency {KRS 61.810(1)(b)};

Voting Aye: All. Motion carried unanimously.

Entering Executive Session were Mayor Dixon; Commissioners Powell, Bennett, Williams and Stewart; City Manager Kenton Powell; City Attorney Scott Crabtree; City Finance Director Shaunna Cornwell; Public Works Director Chris Klotter; Police Chief Roger Solomon; and City Clerk Cathy Dillard.

At 9:06 AM motion was made by Commissioner Stewart and seconded by Commissioner Williams to exit Executive Session and return to open session.

Voting Aye: All. Motion carried unanimously.

## **GENERAL GOVERNMENT**

City Attorney Scott Crabtree asked the Commission to approve a letter of support to Hurdle Land & Realty, LLC for their proposed development of property located on Highway 100 just past Drakes Creek. In conjunction with the proposed development, Hurdle Land & Realty, LLC asked the City to consider the termination and release of an easement to flow water across and over a portion of the land which was granted by the previous owner of the property. In addition, an amended easement was presented for approval whereby Hurdle Land & Realty, LLC will not hold the City of Franklin responsible for any flooding or resultant damages caused by the any improvements within the flowage easement area.

Motion was made by Commissioner Powell and seconded by Commissioner Stewart to authorize the Mayor and City Attorney to sign the proposed letter of support to Hurdle Land & Realty, LLC; and, to further authorize the Mayor to sign the proposed Termination and Release of Easement and Amended Easement on behalf of the City of Franklin.

Voting Aye: All. Motion carried unanimously.

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City Attorney Scott Crabtree asked the Commission to consider approval for the Mayor to sign the proposed Compliance Agreement between the City of Franklin, Franklin Electric Plant Board and Tennessee Valley Authority. The Compliance Agreement represents the City's prior commitment to act as guaranty for the debt obligation for the fiber project.

Motion was made by Commissioner Bennett and seconded by Commissioner Powell to authorize the Mayor to sign, on behalf of the City of Franklin, the Compliance Agreement between the City of Franklin, Franklin Electric Plant Board and Tennessee Valley Authority.

Voting Aye: All. Motion carried unanimously.

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Community Development Director Tammie Carey asked the Commission to consider approval to purchase 42 telephone handsets and equipment from our current provider, Windstream, in the amount of \$5,060.02. After purchasing the equipment through this buyout option, the City can then change providers to EPB Fiber using their VOIP technology.

In addition, the equipment that runs the system will be updated. A quote from Folco Communications in the amount of \$7,569.00 will allow a trade-up of and addition to the equipment.

Motion was made by Commissioner Powell and seconded by Commissioner Bennett to complete the buyout of the telephone system equipment from Windstream and authorize the Mayor to sign any and all documents for this transaction.

Voting Aye: All. Motion carried unanimously.

Motion was made by Commissioner Powell and seconded by Commissioner Williams to update the telephone system equipment through Folco Communications and authorize the Mayor to sign any and all documents for this transaction.

Voting Aye: All. Motion carried unanimously.

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City Finance Director Shaunna Cornwell asked the Commission to consider approval of establishing a new investment account for the City of Franklin with Franklin Bank & Trust Company. This investment account will move funds from the current money market account and provide an opportunity to increase earnings.

Motion was made by Commissioner Bennett and seconded by Commissioner Powell to authorize the establishment of an investment account with Franklin Bank & Trust Company, subject to review of the new account documents by the City Manager, Finance Director and City Attorney, and to approve authorized signors on the account to be the Mayor, City Manager, Finance Director and Community Development Director.

Voting Aye: All. Motion carried unanimously.

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City Finance Director Shaunna Cornwell asked the Commission to consider approval of establishing a new money market account for the City of Franklin with South Central Bank. This money market account will move funds from certificate of deposit accounts and provide an opportunity to increase interest earnings.

Motion was made by Commissioner Stewart and seconded by Commissioner Williams to authorize the establishment of a money market account with South Central Bank, subject to review of the new account documents by the City Manager, Finance Director and City Attorney, and to approve authorized signors on the account to be the Mayor, City Manager, Finance Director and Community Development Director.

Voting Aye: All. Motion carried unanimously.

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At this time City Attorney Scott Crabtree recognized City Finance Director Shaunna Cornwell. She has been asked to serve on Kentucky League of Cities newly created Investment Pool Committee.

### **BUDGET WORK SESSION**

The Commission held a work session for development of the Fiscal Year 2019-2020 Annual Budget. Finance Director Cornwell and City Manager Kenton Powell discussed each department's capital projects and proposed expenditures.

No official action was taken regarding the budget.

## **ADJOURNMENT**

At 11:51 AM, motion was made by Commissioner Powell and seconded by Commissioner Bennett to adjourn the special meeting and budget work session of the Franklin City Commission.

Voting Aye: All. Motion carried unanimously.

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Larry Dixon, Mayor  
City of Franklin, Kentucky

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Cathy Dillard, City Clerk  
City of Franklin, Kentucky



# RECOGNITIONS

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## **MEMO**

TO: Franklin City Commission  
FROM: City Manager Kenton Powell  
DATE: June 5<sup>th</sup>, 2019  
SUBJECT: Recognition

Chief Roger Solomon recently received a certificate from the Kentucky Law Enforcement Council for his continued career development. An achievement like this required many hours away from home and the time he was at home, it commanded huge amounts of research and work before the next class session. In my opinion, this says a lot about an individual's character, who continues to learn and expand his knowledge when it is not mandated to do so.

I like to recognize Chief Roger Solomon achievement during Monday's Commission Meeting. Below is a brief course description for your reference:

### **CRIMINAL JUSTICE EXECUTIVE DEVELOPMENT**

This program is structured for small to medium size law enforcement agency administrators and managers. The purpose is to provide the students with contemporary theories, management techniques, and leadership skills enabling them to perform more effectively and efficiently in their positions as community leaders. The course prepares the leaders of today for the challenges they will face in the future. The law enforcement functional areas that will be addressed are: problem identification, analysis and solving; personnel administration; operations and fiscal management; policies and procedures; legal concerns; and organizational behavior/culture. Topics emphasized throughout the course include: leadership, ethics, executive writing, and public speaking. The program requires a high level of motivation, completion of projects/assignments, and the commitment to complete the entire course. The CJED course is a challenging and rewarding educational experience. The CJED Leadership Association Officers review all applications and recommends the selection of attendees to the Department of Criminal Justice Training. The learning outcomes for this course will be for students to develop an increased level of confidence in the performance of executive duties to include: public speaking, budgeting, executive writing, and organizational management.



KENTUCKY LAW ENFORCEMENT COUNCIL

Michael B. Boon  
President

John C. Hily  
James S. B. Hily, Esq. Vice President

Tom Foss  
Secretary/Treasurer

May 8, 2019

Roger Alan Solomon  
Franklin P.D.  
100 S. Court St.  
Franklin, KY 42134

Dear Roger Alan Solomon:

On behalf of the Kentucky Law Enforcement Council, I wish to congratulate you in earning the Law Enforcement Ombuds Executive Certificate within the Career Development Program. This is an outward sign of your training, education, experience and your overall commitment to improve as a law enforcement officer.

Again, congratulations on this achievement! I encourage you to continue to participate in the Career Development Program and pursue other certificates as you further develop your career in the law enforcement profession.

Sincerely,

DeAnna Felling  
Program Coordinator

Kentucky Law Enforcement Council  
**CAREER DEVELOPMENT PROGRAM**



The Kentucky Law Enforcement Council hereby awards the certificate of

**Law Enforcement Chief Executive**

to

**ROGER ALAN SOLOMON**

for having fulfilled the requirements as prescribed by  
Kentucky Revised Statute 15.330(1)(d) and SUB KAR 1:170. Presented this 6th day of May 2019.

Eric Reed, Executive Director, Kentucky  
Law Enforcement Council



Spillo Jones, Chair  
Kentucky Law Enforcement Council

Reference: 9041

# COMMUNITY SERVICES

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## MEMORANDUM

To: Mayor Larry Dixon and Commissioners

From: Kenton Powell, City Manager

Subject: Agreements for Services – Community Service Organizations

Date: June 6, 2019

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The third budget amendment to FY 2018-2019 budget approves pre-funding for the following community service organizations. A new Agreement for Services for each organization is attached for your review and approval.

Hope Harbor	\$ 5,000.00
United Way 211 Program	2,500.00
Gallery on the Square	10,000.00
BRADD Aging Services	2,000.00
F-S Human Rights Commission	5,000.00
On Track Program – SKYCTC	10,000.00
F-S Arts Council	5,000.00
Good Samaritan, Inc.	8,000.00
F-S Renaissance	5,000.00

**Proposed Motion:** Recommend motion to approve the Agreements for Services for funding for the above community organizations and authorize the Mayor to sign the agreements on behalf of the City.



## AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into on this 14<sup>th</sup> day of May, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and HOPE HARBOR, BOWLING GREEN, KENTUCKY hereinafter referred to as "Hope Harbor".

### WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with Hope Harbor, for the public and corporate purpose of crisis intervention services; and,

WHEREAS, Hope Harbor has agreed to provide the services set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:


1. Compensation. The City agrees to pay Hope Harbor the sum of Five thousand Dollars (\$5,000.00), for the services set forth in Section (2) of this Agreement during the contract term.
2. Services.
  - a.) Hope Harbor agrees to perform public services for the City of Franklin to assist the City's residents in certain crisis situations.
  - b.) Hope Harbor agrees to make a representative available to attend City Commission meetings to inform the Commission of the duties and responsibilities of Hope Harbor and to educate the public as to the services available to the citizens of the City of Franklin.
3. Terms and Termination. This Agreement shall continue from July 1, 2019 to and including June 30, 2020, and may not be renewed unless a new contract is issued by mutual consent of the parties.
4. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the

date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

5. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
6. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
7. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
8. Independent Contractor. Hope Harbor, in the performance of the work under and pursuant to this agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such work. The City shall not have any supervision, direction, or control over the means or methods of the performance of Hope Harbor's work and shall have only the right to inspect the results of such work to assure full and complete performance by Hope Harbor under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

  
Melissa K. Whitely, Exec Director  
Hope Harbor

ATTEST:

\_\_\_\_\_  
Cathy Diland, City Clerk  
City of Franklin, KY



## AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into on this 1 day of July, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and **UNITED WAY 211 PROGRAM**, herein referred to as "**211 PROGRAM**"

WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with **UNITED WAY 211 PROGRAM** for the public purpose of services provided by this agency to the citizens of the City of Franklin, Kentucky; and,

WHEREAS, **UNITED WAY 211 PROGRAM** has agreed to provide the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:

1. Compensation. The City agrees to pay **UNITED WAY 211 PROGRAM** the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for the services set forth in Section (2) of this Agreement during the contract term.
2. Services.
  - a. **UNITED WAY 211 PROGRAM** shall assist in providing citizens with a link to health and human service programs available in Franklin and Simpson County; and
  - b. **UNITED WAY 211 PROGRAM** shall designate a representative to appear before the City Commission, at the Commission's request, to report on the status of the organization and/or report on upcoming events.
3. Assignments of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
4. Terms and Termination. This Agreement shall continue for one (1) year from **July 1, 2019 to and including June 30, 2020**, and may not be renewed unless a new contract is issued by mutual consent of both parties.
5. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of

this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party of an authorized representative of each party.
7. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
9. Independent Contractor. **UNITED WAY 211 PROGRAM** in the performance of the services under and pursuant to this Agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such services.

The City shall not have any supervision, direction, or control over the means or methods of the performance of **UNITED WAY 211 PROGRAM**, and shall have only the right to inspect the results of such services to assure full and complete performance by **UNITED WAY 211 PROGRAM** under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

UNITED WAY 211 PROGRAM

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk  
City of Franklin, KY

## AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and **SIMPSON COUNTY GUILD OF ARTISTS AND CRAFTSMEN DBA GALLERY ON THE SQUARE** herein referred to as "**GALLERY ON THE SQUARE**"

### WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with **GALLERY ON THE SQUARE** for the public purpose of services provided by this agency to the citizens of the City of Franklin, Kentucky; and,

WHEREAS, **GALLERY ON THE SQUARE** has agreed to provide the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:

1. Compensation. The City agrees to pay **GALLERY ON THE SQUARE** the sum of **Ten Thousand Dollars (\$10,000.00) payable in two equal installments of Five Thousand (\$5,000.00) each** for the services set forth in Section (2) of this Agreement during the contract term.
2. Services.
  - a. **GALLERY ON THE SQUARE** shall continue to operate the Gallery on the Square in Franklin, Kentucky and provide opportunities for citizens to experience artistic and cultural events,.
  - b. **GALLERY ON THE SQUARE** shall designate a representative to appear before the City Commission, at the Commission's request, to report on the status of the organization and/or report on upcoming events.
3. Assignments of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
4. Terms and Termination. This Agreement shall continue for one (1) year from **July 1, 2019 to and including June 30, 2020**, and may not be renewed unless a new contract is issued by mutual consent of both parties.

5. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
6. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party of an authorized representative of each party.
7. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
9. Independent Contractor. **GALLERY ON THE SQUARE** in the performance of the services under and pursuant to this Agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such services.

The City shall not have any supervision, direction, or control over the means or methods of the performance of **GALLERY ON THE SQUARE**, and shall have only the right to inspect the results of such services to assure full and complete performance by **GALLERY ON THE SQUARE** under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

\_\_\_\_\_  
Lisa Deavers, Director  
Gallery on the Square

ATTEST:

\_\_\_\_\_  
Andrew Coates, Board President  
Simpson County Guild of Artists & Craftsmen  
dba Gallery on the Square

\_\_\_\_\_  
Cathy Dillard, City Clerk  
City of Franklin, KY

**BARREN RIVER AREA DEVELOPMENT DISTRICT  
COMMUNITY AGING SERVICES  
DONATION AGREEMENT  
TO ADMINISTER DONATED FUNDS FOR SOCIAL SERVICES**

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of July, 2019, by and between the **Barren River Area Development District, Inc.**, hereinafter referred to as the BRADD, and **City of Franklin, P.O. Box 2805, Franklin, KY 42135** hereinafter referred to as the Second Party,

WITNESSETH, THAT:

WHEREAS, funds donated by third-party public agencies or private sources for the purpose of supporting specified Health and Social Services furnished by the BRADD may under certain conditions be considered as local funds for the purpose of claiming State and Federal reimbursement at the regular matching rate for the provision or the purchase of such services by the BRADD where such funds are transferred to the BRADD and under its administrative control; and

WHEREAS, the BRADD has a critical need for additional monies to supply needed Health and Social Services and/or expand the supply, availability, and quality of such services to public assistance recipients and certain other low-income families and individuals;

NOW, THEREFORE,

A. In consideration of the mutual undertaking and agreements herein set forth, the BRADD and the Second Party agree as follows:

- (1) Amount of Donation. The Second Party hereby donates to the BRADD the sum of **\$2,000**, hereinafter referred to as donated funds.
- (2) Purpose of Donation. The donated funds are made available to the BRADD for the purpose of providing Aging Services for individuals who are eligible for such services under the BRADD Aging Area Plan.
- (3) Area Designation. The donated funds are made available to the BRADD for services in the ten counties of the BRADD.
- (4) Payment of Donation. The donated funds shall be paid in the manner and amount as agreed by the parties.

- B. In consideration of the Second Party's agreement to contribute the donated funds, the BRADD agrees as follows:
- (1) Expenditure of Donated Funds. The BRADD agrees to expend the donated funds for the purpose of providing or purchasing the described services in the geographic area specified.
  - (2) Administrative Control of Funds. Subject only to the terms and conditions of this agreement, all donated funds paid by the Second Party to the BRADD thereunder are donated on an unrestricted basis and shall be under the administrative control of the BRADD. The parties expressly understand and agree that except in the case of a refund required by the terms of paragraph (4) below, or in accordance with 45 CFR 1396.53 (a) (2) (iii), the donated funds shall in no way revert to the Second Party's facility or be earmarked for a particular individual or for members of particular organizations.
  - (3) Conditions on Parties' Obligations. It is expressly understood and agreed that the parties' obligations herein set forth are conditional upon securing and maintaining the approval of the necessary Federal and State authorities for the provision by the BRADD of the service specified herein. In the event that reimbursement to the BRADD from Federal and State sources is not obtained or continued at a level sufficient to allow the BRADD to provide or purchase the services specified herein, the obligations of each party shall thereupon be terminated; provided, however, that any termination of this agreement shall be without prejudice to any obligations or liabilities either party already accrued prior to such termination.
  - (4) Refund of Unused Donation. Any donated funds not used or not encumbered by the BRADD on or before expiration or cancellation of this agreement shall be returned to the Second Party.
- C. The period within the current fiscal year in which the subject services are to be performed is from July 1, 2019 to June 30, 2020.
- D. Either party shall have the right to terminate this agreement at any time upon 30 days written notice served upon the other party by registered mail with return receipt requested.

BARREN RIVER AREA DEVELOPMENT DISTRICT, INC.

SECOND PARTY

---

Eric Sexton, Executive Director

---

Mayor Larry Dixon

## AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into on this 16th day of May, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and **FRANKLIN-SIMPSON HUMAN RIGHTS COMMISSION** herein referred to as "**HUMAN RIGHTS COMMISSION**"

### WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with **HUMAN RIGHTS COMMISSION** for the public purpose of services provided by this agency to the citizens of the City of Franklin, Kentucky; and,

WHEREAS, **HUMAN RIGHTS COMMISSION** has agreed to provide the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:

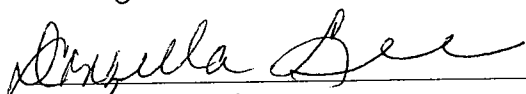
1. Compensation. The City agrees to pay **HUMAN RIGHTS COMMISSION** the sum of **Five Thousand Dollars (\$5,000.00)** for the services set forth in Section (2) of this Agreement during the contract term.
2. Services. The **HUMAN RIGHTS COMMISSION** shall designate a representative to appear before the City Commission, at the Commission's request, to report on the status of the organization and/or report on upcoming events.
3. Assignments of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
4. Terms and Termination. This Agreement shall continue for one (1) year from **July 1, 2019 to and including June 30, 2020**, and may not be renewed unless a new contract is issued by mutual consent of both parties.
5. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party of an authorized representative of each party.
7. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
9. Independent Contractor. **HUMAN RIGHTS COMMISSION** in the performance of the services under and pursuant to this Agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such services.

The City shall not have any supervision, direction, or control over the means or methods of the performance of **HUMAN RIGHTS COMMISSION**, and shall have only the right to inspect the results of such services to assure full and complete performance by **HUMAN RIGHTS COMMISSION** under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the 16th day of May, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

  
\_\_\_\_\_  
Dontzella Lee, Director  
Franklin-Simpson Human Rights Commission

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk  
City of Franklin, KY



**AGREEMENT FOR SERVICES**  
**Southcentral Kentucky Community and Technical College**  
**Foundation, Inc.**

THIS AGREEMENT made and entered into this the 20<sup>th</sup> day of June, 2019, by and between City of Franklin Kentucky by and through its duly authorized and acting representative, hereinafter referred to as the “City” and the **Southcentral Kentucky Community and Technical College Foundation, Inc.** (*for and on behalf of Southcentral Kentucky Community and Technical College and the Simpson County On Track Scholarship Fund*), 1845 Loop Drive, Bowling Green, KY 42101, hereinafter referred to as “Foundation.”

WITNESSETH:

WHEREAS, the City desires to make an additional payment into the Simpson County On Track Scholarship fund per the original contract with the Foundation Donors as established and first executed in 2013.

WHEREAS, the Foundation agrees to receive and administer said Fund in accordance with the wishes of the Donors;

NOW, THEREFORE, in consideration of the foregoing and terms and conditions hereinafter set forth, the Donors and the Foundation do hereby mutually agree as follows:

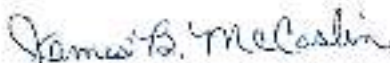
1. The fund shall be known as the Simpson County On Track Scholarship Fund
2. Funding shall consist of a gift of \$10,000.00, which may be added to later by the Donor(s)
3. Guideline for selection of the recipient(s)
  - The scholarship is available to any student who attends Simpson County Schools who is eligible to participate in the Dual Credit or On Track programs.
  - Students who graduate from Simpson County Schools may also be eligible for the scholarship, based on the availability of funds.
4. The Recipient(s) of the Scholarship(s) will be chosen by the SKYCTC Scholarship Committee in accordance with the procedures for eligibility in the Dual Credit and On Track programs.

WITNESS the signatures below this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin  
P. O. Box 2805  
117 West Cedar Street  
Franklin, KY 42135-2805

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk

  
\_\_\_\_\_  
Dr. James B. McCaslin, Vice President  
Southcentral Kentucky Community and Technical  
College

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT made and entered into on this 15 day of May, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and **FRANKLIN-SIMPSON COMMUNITY ARTS COUNCIL INC** herein referred to as "**ARTS COUNCIL**".

WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with **ARTS COUNCIL** for the public purpose of services provided by this agency to the citizens of the City of Franklin, Kentucky; and,

WHEREAS, **ARTS COUNCIL** has agreed to provide the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:


- (1) Compensation. The City agrees to pay **ARTS COUNCIL** the sum of **Five Thousand Dollars (\$5,000.00)** for the services set forth in Section (2) of this Agreement during the contract term.
- (2) Services. **ARTS COUNCIL** shall provide opportunities for citizens to experience artistic and cultural events, and shall designate a representative to appear before the City Commission, at the Commission's request, to report on the status of the organization and/or report on upcoming events.
- (3) Assignments of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- (4) Terms and Termination. This Agreement shall continue for one (1) year from **July 1, 2019 to and including June 30, 2020** and may not be renewed unless a new contract is issued by mutual consent of both parties.
- (5) Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

- (6) Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party of an authorized representative of each party.
- (7) No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- (8) Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- (9) Independent Contractor. **ARTS COUNCIL** in the performance of the services under and pursuant to this Agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such services.

The City shall not have any supervision, direction, or control over the means or methods of the performance of **ARTS COUNCIL**, and shall have only the right to inspect the results of such services to assure full and complete performance by **ARTS COUNCIL** under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

  
Brownie Bennett, Executive Director  
FRANKLIN-SIMPSON COMMUNITY  
ARTS COUNCIL, INC.

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk  
City of Franklin, KY

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF FRANKLIN, KENTUCKY, by and through its duly authorized and acting representative, hereinafter referred to as the "City", and **GOOD SAMARITAN, INC.**

### WITNESSETH:

WHEREAS, the City Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with **GOOD SAMARITAN, INC.** for services provided by this agency to the citizens of the City of Franklin, Kentucky; and,

WHEREAS, **GOOD SAMARITAN, INC.** has agreed to provide the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:

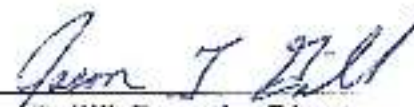
1. Compensation. The City agrees to pay **GOOD SAMARITAN, INC.** the sum of **Eight Thousand Dollars (\$8,000.00)**, for the services set forth in Section (2) of this Agreement during the contract term.
2. Services. **GOOD SAMARITAN SAMARATIN, INC.** agrees to perform the following services for the City:
  - (a) **GOOD SAMARITAN, INC.** shall provide, upon proper evaluation, assistance of food, special food boxes, clothing and/or shoes required for employment, or household necessities, for citizens of the City of Franklin, Kentucky. Other services to be provided by Good Samaritan, Inc. include assisting residents of the City in locating local or state agencies to meet needs that they may have; aiding families with monetary assistance for essential bills; and providing assistance, such as motel and/or food, for transients.
  - (b) **GOOD SAMARITAN, INC.** agrees to make a representative available to attend City Commission meetings to inform the Commission of the duties and responsibilities of **GOOD SAMARITAN, INC.** and to educate the public as to the services available to the citizens of the City of Franklin
3. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

4. Terms and Termination. This Agreement shall continue from **July 1, 2019 to and including June 30, 2020**, and may not be renewed unless a new contract is issued by mutual consent of the other party.
5. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
6. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
7. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
9. Independent Contractor. **GOOD SAMARITAN, INC.**, in the performance of the work under and pursuant to this agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such work. The City shall not have any supervision, direction, or control over the means or methods of the performance of **GOOD SAMARITAN, INC.**'s work and shall have only the right to inspect the results of such work to assure full and complete performance by **GOOD SAMARITAN, INC.** under and pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at

Franklin, Kentucky, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Larry Dixon, Mayor  
City of Franklin, KY

  
Jason T. Gill, Executive Director  
GOOD SAMARITAN, INC.

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk  
City of Franklin, KY

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **CITY OF FRANKLIN, KENTUCKY**, 117 West Cedar Street, Franklin, Kentucky 42134, hereinafter referred to as the "City", and **FRANKLIN-SIMPSON RENAISSANCE, INC.**, 201 South Main Street, P. O. Box 513, Franklin, Kentucky, hereinafter referred to as "RENAISSANCE."

### WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Franklin, Kentucky, desire to enter into a contract with RENAISSANCE for the public and corporate purpose of developing community relations, business interests, and assisting in the preservation and/or restoration of buildings in downtown Franklin for the City of Franklin, Kentucky; and

WHEREAS, the City has determined that it requires the services of RENAISSANCE in providing the services set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the implementation of the terms hereof, the parties do hereby covenant and agree as follows:

1. Compensation. The City agrees to pay RENAISSANCE the sum of **Five Thousand Dollars (\$5,000.00)**, for the services set forth in Section (2) of this Agreement.
2. Services. RENAISSANCE agrees to perform the following services for the City:
  - (a) RENAISSANCE shall make its office, services, and personnel available to the City of Franklin. Further, a representative of RENAISSANCE shall be made available to attend meetings of the Board of Commission, when requested, to answer questions relating to the services provided in this Agreement.
  - (b) RENAISSANCE shall work to promote the City and to encourage cooperation and build leadership in the downtown Franklin business community by:
    - (i) Coordinating volunteers to implement the day-to-day activities necessary to meet the goals of RENAISSANCE and the Kentucky Heritage Council as set forth in the mission statement of Franklin-Simpson Renaissance; and,
    - (ii) Providing on-going education to the community as it pertains to preservation and restoration projects and activities.

- (c) RENAISSANCE shall work to create a positive image of downtown Franklin by promoting the City's downtown area as an exciting place to live, shop, visit, and invest by:
  - (i) Producing "Summer Nights" concert series;
  - (ii) Providing façade grants to downtown businesses;
  - (iii) Providing signage on I-65 (Historic & Antique District); and
  - (iv) Working closely with the downtown merchants to identify and promote sales campaigns that are successful in other downtowns across Kentucky and the United States.
- (d) RENAISSANCE shall work to improve the appearance of downtown Franklin by:
  - (i) Recruiting new business and/or directing existing businesses to create a mix which will provide maximum appeal for local residents as well as tourists;
  - (ii) Encouraging and providing technical assistance to downtown building owners in utilizing the second floor of downtown buildings as up-scale housing;
  - (iii) Working with business owners and the City to eliminate downtown parking problems;
  - (iv) Preserving historic properties; and
  - (v) Implementing the planned streetscape.
- (e) RENAISSANCE shall work to strengthen and expand the economic base of downtown Franklin by:
  - (i) Assisting in façade grants, paint programs, tax credits, etc.;
  - (ii) Providing information for proper restoration of homes and businesses which are consistent with existing plans;
  - (iii) Working to beautify the downtown area by landscaping at high visibility areas;
  - (iv) Preserving historic properties; and



(v) Implementing the planned streetscape.

3. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
4. Terms and Termination. This Agreement shall continue from **July 1, 2019**, to and including **June 30, 2020**, and may not be renewed unless a new contract is issued by mutual consent of the parties.
5. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
6. Modification of Agreement. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party of an authorized representative of each party.
7. No Waiver. The failure of the City to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement by the City, shall not be construed as thereafter being a waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
9. Independent Contractor. RENAISSANCE, in the performance of the work under and pursuant to this agreement, shall be an independent contractor and shall furnish at its own expense all workers, tools, and equipment necessary to perform such work. City shall not have any supervision, direction, or control over the means or methods of the performance of Renaissance's work, and shall have only the right to inspect the results of such work to assure full and complete performance by RENAISSANCE under and pursuant to this agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Franklin, Kentucky, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Franklin-Simpson Renaissance, Inc.

City Of Franklin, Kentucky

By: \_\_\_\_\_ (Print Name)

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

\_\_\_\_\_  
Larry Dixon, Mayor

Attest:

\_\_\_\_\_  
Amy Ellis, Executive Director

\_\_\_\_\_  
Cathy Dillard, City Clerk

# GENERAL GOVERNMENT

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## MEMORANDUM

TO: Mayor Larry Dixon and Commissioners

FROM: Kenton Powell, City Manager

SUBJECT: Appointment of Board/Committee Members

DATE: June 4, 2019

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### BRADD Council on Aging

Dick Timmerman is the City's current appointment to this Board. His term expires on June 30, 2019. Dick has expressed a desire to continue to serve on this Board and I would like to recommend his reappointment for another two year term to expire on June 30, 2021.

### Historic Preservation Committee

Debbie Johnson and Tom Moody have served a one year term on this committee which expired on April 30, 2019. Tammie Carey indicates that Debbie and Tom would like to continue to serve on this Board and I would recommend their reappointment for another one year term to expire on April 30, 2020.

### F-S Planning & Zoning Commission

When Carter Munday accepted the Administrator position with Planning & Zoning it created a vacancy on the Board. Craig Mylor has expressed an interest in serving his community and I would recommend that he be appointed to fill the unexpired term of Carter Munday which expires on December 31, 2019.

**Proposed Motion: Recommend motion to approve the appointment or re-appointment of the following Board/Committee members:**

**BRADD Council on Aging– Dick Timmerman – Two year term to expire June 30, 2021**

**Historic Preservation Committee -- Debbie Johnson and Tom Moody – One year term to expire on April 30, 2020**

**F-S Planning & Zoning Commission – Craig Mylor – Fill the unexpired term of Carter Munday to expire on December 31, 2019.**



## MEMORANDUM

TO: Mayor Larry Dixon and Commissioners

FROM: Kenton Powell, City Manager

SUBJECT: Kentucky Downs Fireworks Display

DATE: June 7, 2019

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The City of Franklin received a request from Kentucky Downs for the approval of a Public Display of Fireworks on Sunday, June 30, 2019, beginning at approximately 8:30-8:45 PM. The rain date for the display is July 5, 2019.

Attached is the application and all supporting documents. Fire Chief Leslie Goodrum approved the application via email communication, which is also attached.

### Proposed Motion:

**Motion to approve Kentucky Downs Application for Supervised Public Display of Fireworks and authorize the Mayor to sign the application and any other documents necessary for the application.**



# **APPLICATION FOR SUPERVISED PUBLIC DISPLAY OF FIREWORKS**

Applicant Name Kentucky Downs Phone Number ( ) 270.586.7779  
(Group, Individual or Organization Sponsoring the Event)

Address of Applicant 5529 Nashville Road Franklin KY 42124  
(Street) (City) (State) (Zip)

Approximate Number and Kinds of Fireworks to be Displayed \_\_\_\_\_  
974 shells, 3" and 4" aerial display shells and multi shot effects

Manner and Place of Storage of Fireworks Prior To Delivery to Outdoor Display Site: \_\_\_\_\_  
Zambelli Company vehicle

Address/Phone Number of Retailer/Wholesaler Fireworks to Be Purchased From: \_\_\_\_\_  
Zambelli Fireworks Mfg. 120 Marshall Drive, Warrendale, PA. 15086

Name of Company or Individual Supervising Display Joe Codispoti  
Please attach a complete **RESUME** of the Operator's Experience (or **License**)

Number of Assistants \_\_\_\_\_ Date June 30, 2019 Time of Display 8:30-9:45 PM  
RAIN DATE: July 6, 2019 (Beginning & Ending) A.M. / P.M.

\*\*Exact Location **(INCLUDING DIAGRAM)** of Display Kentucky Downs  
(Street) (City) (County)  
Fire Department Having Jurisdiction Franklin-Simpson Fire Mosaic  
Address 401 Macedonia Road, Franklin, KY Phone Number (270.586.3637)

The proposed display will conform with all laws of the Commonwealth of Kentucky and applicant agrees to comply with the standards as set forth in NFPA 1123 (current edition).

Signature of Applicant  
(PLEASE SIGN & PRINT)

**PERMIT IS HEREBY GRANTED PURSUANT TO KRS 227.710**

Signature of Fire Chief/Mayor or County Judge/Executive  
(PLEASE SIGN & PRINT)

A copy of this application must be filed with the Division of Fire Prevention within **fifteen (15) days** of Display.

## **NOTICE OF APPLICANT:**

Permits are granted at the sole discretion of the Local Official having jurisdiction. This document must be completed and approved by the Fire Chief, Mayor or County Judge/Executive having jurisdiction where the DISPLAY is to be conducted. (A diagram must be attached to this application showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the use of fuel, and the location of the fire department and the location of possible overhead obstructions). Applicant shall give bond or evidence of liability insurance deemed adequate by the official to whom application for the permit is made, in a sum not less than one million dollars (\$1,000,000). KRS 227.720.

Continued on Reverse Side



PERMITS SHALL BE GRANTED UPON COMPLIANCE WITH THE FOLLOWING PROVISIONS:

NFPA 1123, Table 3.1.3 Distances for Outdoor Fireworks Display Sites: Minimum Separation Distances from Structures or Spectators for Land or Water Displays.

Mortar Size <sup>1</sup>	Minimum Required Diameter of Site <sup>2</sup>		Vertical Mortars <sup>1</sup>		Angled Mortars <sup>1</sup> 45° offset		Mortars to Special Hazards <sup>3</sup>	
	mm	ft	ft	m	ft	m	ft	m
3	76	299	83	146	43	95	290	95
4	102	420	128	240	64	140	430	128
5	127	560	171	380	85	192	590	171
6	152	760	213	490	107	230	790	213
7	178	930	255	590	128	280	840	255
8	203	1120	311	700	149	320	980	311
10	254	1400	427	890	212	460	1400	427
12	305	1680	512	1040	256	560	1680	512

<sup>1</sup>For 5/16 in. (7.9 mm)

1. All properties shall be set up so that they will fire as nearly vertical as possible. Although they may be fired over water, the distances set out in the above table still apply (regarding boat traffic).

2. Aerial shells exceeding 6" or having more than a single break shall be fired only by a competent company actively engaged in the practice of performing fireworks display demonstrations.

Any fireworks that remain undischarged after the display is concluded shall be immediately destroyed by the operator.

No fireworks display shall be held during any windstorm in which the wind reaches a velocity of more than 15 mph. Extremely dry conditions may govern also. In such cases, the local Fire Chief may authorize the display to be rescheduled.

All debris resulting from any display shall be cleaned up and removed immediately by the operator at the conclusion of the display.

At least two approved Class A (water type) fire extinguishers of at least 2 1/2 gallon capacity each shall be kept at widely separated points as possible within the ground area in which the discharging is being done.

The governing body of any city or county shall require a Bond (bonded surety) by them in accordance with 227.743. Licensee shall give a Bond or evidence of liability insurance deemed adequate by the official to whom application for the permit is made, in a sum not less than \$1,000,000 for all fireworks displays for which a permit is granted. This information is to be submitted to the Division of Fire Prevention.

**RETURN COPY TO:** Department of Housing, Buildings, and Construction  
Division of Fire Prevention  
Fireworks Registration  
701 Sea Hero Road, Suite 160  
Frankfort, Ky. 40601



Equal Opportunity Employer M/F/H/V

Hello Cathy,

I have no issues with the fireworks application. They are a reputable company that COF and KY Downs have used several times in the past. It looks as if everything is in order.

Thanks,  
Leslie

From: Cathy Dillard <[cathy.dillard@franklinky.org](mailto:cathy.dillard@franklinky.org)>  
Sent: Thursday, May 30, 2019 11:12 AM  
To: F S Fire Rescue ([lgoodrum@simpsoncounty.us](mailto:lgoodrum@simpsoncounty.us)) <[lgoodrum@simpsoncounty.us](mailto:lgoodrum@simpsoncounty.us)>  
Subject: FW: Kentucky Downs: Fireworks Application

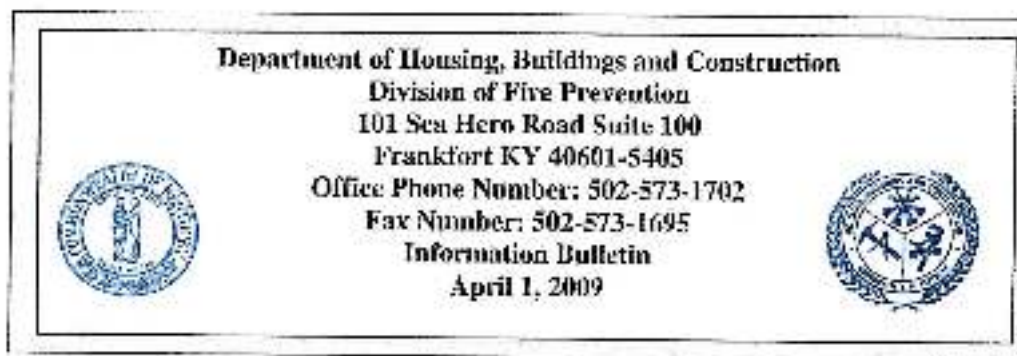
Good morning Leslie,

Yesterday we discussed the attached application for Kentucky Downs and Kenton asked if I had heard from you regarding your approval of the application. We would like to have your approval before we ask the Commission to approve the Mayor to sign the application.

Please feel free to contact me or Kenton if you have questions or need additional information, thank you.

**Cathy Dillard, City Clerk**  
**City of Franklin**  
**117 West Cedar Street**  
**P. O. Box 2805**  
**Franklin, KY 42135-2805**  
**270-586-4497 – Phone**  
**270-586-9419 – Fax**  
**[cathy.dillard@franklinky.org](mailto:cathy.dillard@franklinky.org)**





### **Public Display of Fireworks & Pyrotechnics**

In accordance with KRS 227.710, a permit must be obtained for the public display of fireworks, which includes the use of pyrotechnic devices or pyrotechnic materials before a proximate audience, whether indoors or outdoors.

The permit for public display of fireworks and pyrotechnics is issued by the chief of the fire department, mayor in the city limits or similar official where no fire department exists and the county judge/executive in counties issues permits for displays outside of the city limits.

In accordance with KRS 227.710, a copy of the issued public display of fireworks and pyrotechnics permits shall be filed with the Office of The State Fire Marshal at least fifteen (15) days in advance of the date of display. Approved permits should be mailed to the following address:

**Department of Housing, Buildings and Construction  
Attn: Division of Fire Prevention  
101 Sea Hero Road Suite 100  
Frankfort, KY 40601-5405**

The permit application for public display of the fireworks and pyrotechnics is available on our website at: <http://dhbc.ky.gov/fp/>. If you have any questions, please call the Office of the State Fire Marshal at 502-573-0382.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	Michelle Kugler			
		PHONE (A/C, No., Ext.):	727-547-3070	FAX (A/C, No.):	727-367-5695	
		E-MAIL ADDRESS:	mkugler@alliedspecialty.com			
		INSURER(S) AFFORDING COVERAGE			NAIC #	
		INSURER A:			T.H.E. Insurance Company	12866
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPP0103167-06	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0103167-06	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEO <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>		ELP0011061-06 GL Excess P & I Included	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Coverage is afforded in the State(s) of:			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull Excess Auto			CPP0103167-06 ELP0012954-00 VL	02/01/2019 02/01/2019	02/01/2020 02/01/2020	Hull Limit \$900,000 Show Limit \$1,500,000 EA OCC & AGGREGATE \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: June 30, 2019

Rain Date: July 5, 2019

Location: 5629 Nashville Road

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

Kentucky Downs, LLC.

**CERTIFICATE HOLDER****CANCELLATION**

Kentucky Downs LLC 5629 Nashville Road Franklin, KY 42134  Cert # 516713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Michelle Kugler</i>
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**Kentucky Downs, Franklin, KY**  
**Show Date: June 30, 2019**  
**(Rain Date: July 5, 2019)**

SHELL DESCRIPTION	Quantity	# of Shots
<b>OPENING FINALE</b>		
Three Inch Shells Assorted Finale Shells with Rising Tails	50	50 Shots
<b>BODY OF PROGRAM</b>		
Three Inch Special Display Shells with Rising Tails	350	350 Shots
Four Inch Special Display Shells with Rising Tails	200	200 Shots
100 Shot White Strobe with Glittering Tail	12	1,200 Shots
<b>GRAND FINALE SHELLS</b>		
Three Inch Assorted Finale Shells with Rising Tail	350	350 Shots
Four Inch Assorted Finale Shells with Rising Tail	12	12 Shots
<b>Total Pyrotechnic Effects</b>	<b>974</b>	<b>2,162 Shots</b>



**Mr. Joe Codispoti**  
7801 Cooper Chapel Road  
Louisville, KY 40229

To Whom It May Concern:

Mr. Codispoti has been with our company for over thirty years. He has handled many different types of programs for us and has handled a wide range of shell sizes and various special effects including ground pieces, aerial, electrically fired and manually fired displays.

Mr. Codispoti has always handled himself in an extremely safe and courteous manner when transporting, setting up and exhibiting our fireworks programs. We are looking forward to a continued good relationship with him.

Should you have any questions or need further information, please do not hesitate to contact me.

Yours very truly,

***Kimberly E. Ceyrolles***  
Zambelli Fireworks



**Mr. Arthur Thomas Klusman**  
1602 Gulfstream Way  
Goshen, KY 40026

To Whom It May Concern:

Mr. Klusman has been with our company for approximately eight years. He has handled many different types of programs for us and has handled a wide range of shell sizes and various special effects including ground pieces, aerial, electrically fired and manually fired displays.

Mr. Klusman has always handled himself in an extremely safe and courteous manner when transporting, setting up and exhibiting our fireworks programs. We are looking forward to a continued good relationship with him.

Should you have any questions or need further information, please do not hesitate to contact me.

Yours very truly,

***Kimberly E. Ceyrolles***  
Zambelli Fireworks







## MEMO

TO: Franklin City Commission  
FROM: City Manager Kenton Powell  
DATE: June 5<sup>th</sup>, 2019  
SUBJECT: CSX Railroad Crossing

Troy Creasy, Project Manager with CSX, is working with all cities along the CSX rail to consolidate highway crossings. Where consolidation can be agreed upon from both CSX and local governments the railroad crossing would be placed on a list for removal.

The crossing that has been identified in Franklin is East Washington Street. In my opinion this crossing is heavily utilized and shouldn't be considered.

During our Commission Meeting on Monday we can discuss further so I may understand on how to communicate with Mr. Creasy concerning the City's decision on the East Washington Street rail crossing.

*On the following pages I have Mr. Creasy letter for your review.*

Thank You,  
Kenton Powell





Troy J. Creasy  
Project Manager II – Public Projects  
4900 Old Osborne Tpke., Suite 200  
Richmond, VA 23231  
804-226-7718  
Troy\_Creasy@csx.com

April 19, 2019  
Mayor Larry Dixon  
117 Cedar St.  
Franklin, KY 42134

Honorable Mayor Dixon,

Consolidating crossings is a goal of CSX Transportation (CSXT), the Kentucky Transportation Cabinet (KYTC) and the Federal Railroad Administration (FRA). Consolidation of a crossing provides the highest level of crossing safety because the point of intersection between highway and railroad is removed. The major benefits of crossing elimination include reductions in collisions, highway vehicle delay, and road maintenance costs of crossing surfaces and their associated traffic control devices.

Representatives from CSXT and KYTC met with City officials on April 19<sup>th</sup>, 2017 to discuss potential candidates for consolidation in Franklin. The crossing location that we identified was the Washington Street Crossing (DOT# 343/555). The subject at-grade crossing has alternate access that is easily accessible. Its removal would substantially improve safety for both highway and rail traffic.

CSXT would like to offer a monetary incentive in the amount of \$10,000 for the closure of the Washington Street crossing. Additionally, the subject crossing closure would be eligible for a separate program in which KYTC is able to provide \$7,500 per crossing closure to be used towards safety programs locally in the city of Franklin.

This offer is meant to open the lines of communication between CSXT and the City. If the City desires an alternative option to this offer, CSXT is open to a counter-offer. I would like to meet with you all again to discuss this matter further, please contact me when possible to set up another meeting.

From a safety standpoint, the consolidation of this crossing is very important to CSXT. As such, please respond promptly to this letter.

Thank you for your time, and I look forward to working with the city of Franklin.

Sincerely,

Attachment – Federal Railroad Administration Crossing Data for the Washington Street Crossing



# U. S. DOT CROSSING INVENTORY FORM

**DEPARTMENT OF TRANSPORTATION**  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY)  <u>06 / 13 / 2017</u>	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed <input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction	<b>D. DOT Crossing Inventory Number</b>  343755S
--	--	--	--

## Part I: Location and Classification Information

1. Primary Operating Railroad CSX Transportation [CSX]		2. State KENTUCKY		3. County SIMPSON	
4. City / Municipality <input checked="" type="checkbox"/> In <input type="checkbox"/> Near <u>FRANKLIN</u>		5. Street/Road Name & Block Number <u>WASHINGTON ST</u> (Street/Road Name)    * (Block Number)		6. Highway Type & No. LS	
7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		
9. Railroad Zone or Region <input type="checkbox"/> None <u>LOUISVILLE</u>		10. Railroad Subdivision or District <input type="checkbox"/> None <u>MAIN LINE</u>		11. Branch or Line Name <input checked="" type="checkbox"/> None	
12. RR Milepost <u>000 0134.110</u> (prefix)   (nnnn.nnn)   (suffix)		13. Line Segment * <u>913910</u>			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) <input checked="" type="checkbox"/> N/A		16. Crossing Owner (if applicable) <input checked="" type="checkbox"/> N/A	
17. Crossing Type <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	18. Crossing Purpose <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.	19. Crossing Position <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over	20. Public Access (if Private Crossing) <input type="checkbox"/> Yes <input type="checkbox"/> No	21. Type of Train <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter	22. Average Passenger Train Count Per Day <input type="checkbox"/> Less Than One Per Day <input checked="" type="checkbox"/> Number Per Day <u>0</u>
23. Type of Land Use <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) <input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established		
26. HSR Corridor ID <input checked="" type="checkbox"/> N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) <u>36.7236960</u>		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) <u>-086.5752070</u>	
29. Lat/Long Source <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use *			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) (800) 232-0144		34. Railroad Contact (Telephone No.) (904) 366-3051		35. State Contact (Telephone No.) (502) 564-3210	

## Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) <u>7</u>	1.B. Total Night Thru Trains (6 PM to 6 AM) <u>5</u>	1.C. Total Switching Trains <u>2</u>	1.D. Total Transit Trains <u>0</u>	1.E. Check if Less Than One Movement Per Day How many trains per week? <input type="checkbox"/>
2. Year of Train Count Data (YYYY) <u>2017</u>		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) <u>35</u> 3.B. Typical Speed Range Over Crossing (mph) From <u>10</u> to <u>35</u>		
4. Type and Count of Tracks Main <u>1</u> Siding <u>2</u> Yard <u>0</u> Transit <u>0</u> Industry <u>0</u>				
5. Train Detection (Main Track only) <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
6. Is Track Signaled? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7.A. Event Recorder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		7.B. Remote Health Monitoring <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 06/13/2017	PAGE 2	D. Crossing Inventory Number (7 char.) 343755S
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## Part III: Highway or Pathway Traffic Control Device Information

1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing					
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0		2.C. YIELD Signs (R1-2) (count)		2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None <input checked="" type="checkbox"/> W10-1 0 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11 <input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12	
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count _____) <input type="checkbox"/> No		2.F. Pavement Markings <input type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input type="checkbox"/> RR Xing Symbols <input checked="" type="checkbox"/> None		2.G. Channelization Devices/Medians <input type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input checked="" type="checkbox"/> None		2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2.J. Other MUTCD Signs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____				2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)							
3.A. Gate Arms (count) Roadway 0 Pedestrian 0		3.B. Gate Configuration <input type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates <input type="checkbox"/> 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 2 <input checked="" type="checkbox"/> Incandescent <input type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input checked="" type="checkbox"/> Side Lights Included	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____ <input checked="" type="checkbox"/> Not Required				3.G. Wayside Horn <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Installed on (MM/YYYY) _____		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____			
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input type="checkbox"/> No		4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs		4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance		5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____	
6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input type="checkbox"/> None							
3.E. Total Count of Flashing Light Pairs 7							
3.I. Bells (count) 1							

## Part IV: Physical Characteristics

1. Traffic Lanes Crossing Railroad <input type="checkbox"/> One-way Traffic <input type="checkbox"/> Two-way Traffic Number of Lanes 2 <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) _____ Width * _____ Length * _____ <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input checked="" type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Approximate Distance (feet) _____			7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## Part V: Public Highway Information

1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input type="checkbox"/> (03) Federal AID, Not NHS <input checked="" type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Highway Speed Limit _____ MPH <input type="checkbox"/> Posted <input type="checkbox"/> Statutory		5. Linear Referencing System (LRS Route ID) * 107-CS-1C			
6. LRS Milepost * 0.138					
7. Annual Average Daily Traffic (AADT) Year 1994 AADT 000800		8. Estimated Percent Trucks 08 %		9. Regularly Used by School Buses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day 0	
10. Emergency Services Route <input type="checkbox"/> Yes <input type="checkbox"/> No					

**Submission Information** - This information is used for administrative purposes and is not available on the public website.

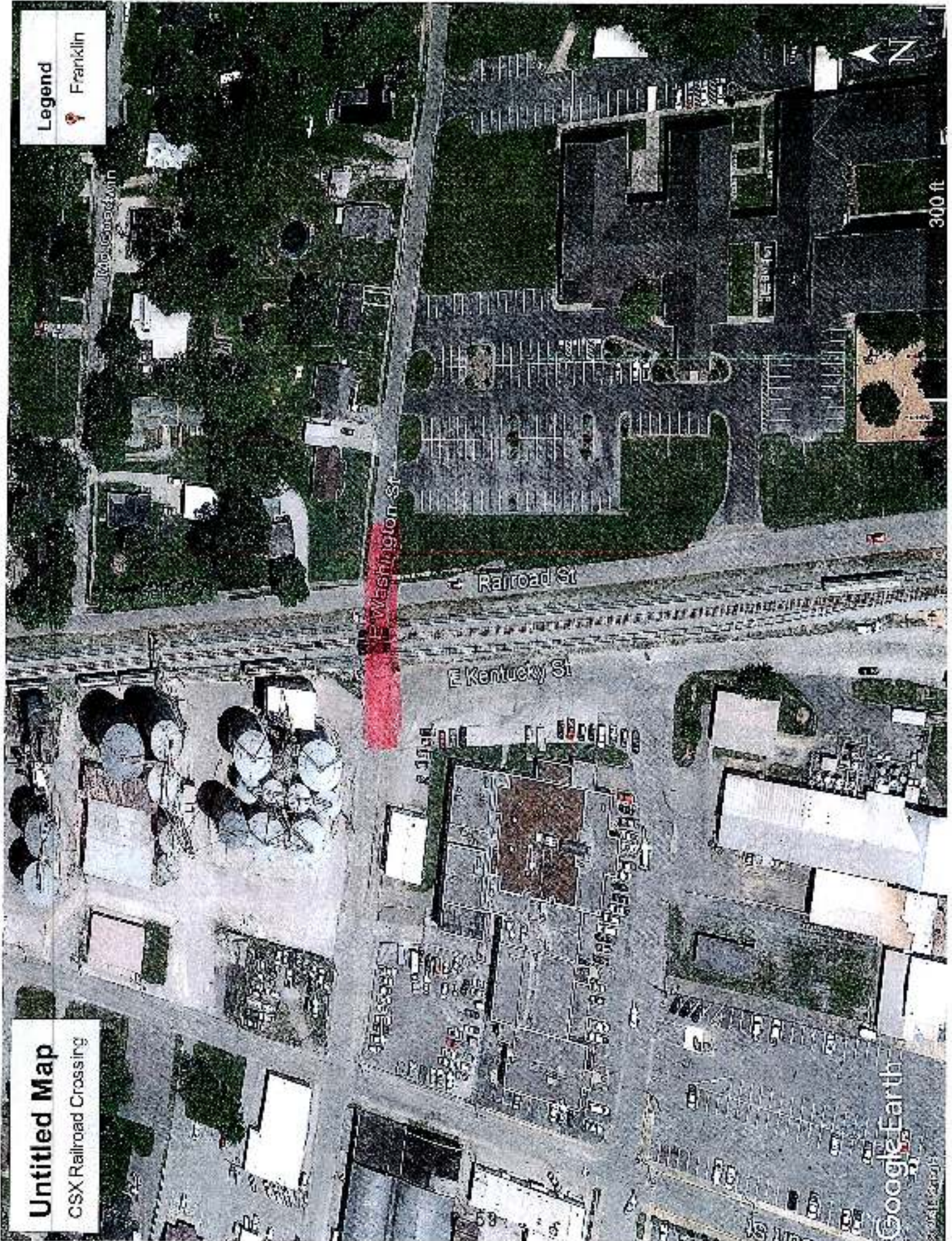
Submitted by \_\_\_\_\_ Organization \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.



Untitled Map  
CSX Railroad Crossing

Legend  
Franklin



Google Earth





## MEMO

TO: Franklin City Commission  
FROM: City Manager Kenton Powell  
DATE: June 5<sup>th</sup>, 2019  
SUBJECT: Henderson Industrial Park TAP Grant

Dennis Griffin, Industrial Authority Executive Director, has requested for the Mayor to sign a letter of support for a Transportation Alternatives Program (TAP) Grant for sidewalks in the Henderson Industrial Park. There's a map on the following pages identifying the sidewalk location. If approved, the matching Grant contribution will be paid by the Industrial Authority.

*Note:*

*Reference information is on the following pages.*

### **Proposed Motion:**

Recommend to approve a letter of support from the Mayor for Henderson Industrial Park – TAP Grant with all Grant matching funds to be paid by the Franklin-Simpson Industrial Authority.



# Franklin Sidewalk Project

Franklin,  
Kentucky



- Sidewalk Project Location
- Proposed Crosswalk
- State Roads
- Local Roads
- City Boundary





## Cathy Dillard

---

**From:** Kenton Powell  
**Sent:** Wednesday, May 22, 2019 10:37 AM  
**To:** Dennis Griffin  
**Cc:** Cathy Dillard  
**Subject:** RE: TAP Grant

Denny,  
Will do. I will put this on the June 10<sup>th</sup> agenda meeting. Do you have a map for the sidewalk locations? If so, would you please forward.  
Thank You,  
Kenton

**From:** Dennis Griffin [mailto:[fsindustry@bellsouth.net](mailto:fsindustry@bellsouth.net)]  
**Sent:** Wednesday, May 22, 2019 10:29 AM  
**To:** Kenton Powell <[kenton.powell@franklinky.org](mailto:kenton.powell@franklinky.org)>  
**Subject:** TAP Grant

Kenton:  
Enclosed please find the minutes from the Industrial Board's May meeting. On Page 2 the minutes reflect the discussion of the TAP grant for the Henderson Industrial Park. The Board voted to provide the twenty percent matching funds for the grant. Based on the minutes, can you go ahead and get approval from the Commission for the Mayor to write a letter of support? We should be able to submit an application this fall and may have to move quickly in order to submit it on time. The Commission's prior approval would be very helpful. Thanks.  
Sincerely,  
Denny

Dennis Griffin, Executive Director  
Franklin-Simpson Industrial Authority  
109 South Main Street  
P.O. Box 876  
Franklin, KY 42135  
270-586-4477  
270 586 3685 Fax  
[fsindustry@bellsouth.net](mailto:fsindustry@bellsouth.net)  
[www.f-sindustry.com](http://www.f-sindustry.com)

# Franklin Simpson Industrial Authority

## Board of Director's

May 8, 2019

**Date and Attendance:** The Franklin Simpson Industrial Authority Board of Director's met at noon on May 8, 2019 in the Board Room of Franklin Simpson Industrial Authority offices at 109 South Main Street, Franklin, Kentucky. Those in attendance were Chairman Gary Broady, Wayne Goodrum, Steve Compton, Wendell Stewart, Darla Knight, Brent Rushing, Myron Thurman Mayor Larry Dixon, F-S Chamber Director Steve Thurmond, Schools Superintendent Jim Flynn, Dennis Griffin, Executive Director of the Franklin Simpson Industrial Authority, and Buddy Leach, Counsel for the Franklin Simpson Industrial Authority. The invocation was delivered by Steve Thurmond.

**Minutes Approval-** The minutes of the April 10, 2019 meeting were presented for review. On a motion by Myron Thurman and seconded by Wendell Stewart the minutes were approved.

**Treasurer's Report-** The April treasurer's report was presented for review. On a motion by Steve Compton and seconded by Wayne Goodrum the treasurer's report was approved.

**March 31, 2019 Quarterly Financial Report-** The March 31, 2019 quarterly financial report was presented to the Board for review and was approved subject to audit on a motion by Wayne Goodrum and seconded by Darla Knight.

**Unemployment Rates-** Simpson County's unemployment rate for March was 4.5 percent as compared to February's unemployment rate of 4.3 percent. The civilian labor force is at 9,100 the highest it's ever been in Simpson County. The job market remains good in south central Kentucky but the labor market remains tight.

## Chairman Gary Broady Remarks

**Franklin Simpson Industrial Authority SKYCTC Scholarship Recipients-** Chairman Broady informed the Board that two \$3,000 SKYCTC scholarships were awarded to Amber Davidson and Dax Wren. These scholarships are provided by the

Franklin Simpson Industrial Authority. Funding is from the Industrial Authority and sponsorships from the Industry Appreciation Golf Tournament.

## **Executive Director Dennis Griffin Remarks**

**ACE Hardware Project** Mr. Griffin updated the Board on the conceptual design of the store. He also told the Board that Houchens is willing to building the facility and then they would lease the building back from the Industrial Authority. Once construction costs are known then a lease price can be determined.

**TAP Grant** Mr. Griffin told the Board about the TAP grant that will be applied for in regard sidewalks from Garvin Pointe Apartments on Faddings Road to Hunt Ford. The grant is an 80-20 match so the Industrial Authority's portion for the grant would be approximately \$45,000. As part of the grant process the City of Franklin needs to write a letter of approval for the project even though the Industrial Authority will be paying the matching funds part of the grant. On a motion by Myron Thurnman and seconded by Darla Knight the Board voted to approve the matching funds needed for the sidewalk project.

**Project Eagle/QuadGraphics Building** Mr. Griffin told the Board that the QuadGraphics Building is under contract by an investor from Ohio. The company is in the process of due diligence of the property and structure. The investor is hoping to move a digital printing packaging company from Cleveland, Ohio into the building.

**Project Clover** Mr. Griffin told the Board that he along with TVA and state representatives made a presentation to company representatives in Chicago last week. It is his understanding that Franklin, Kentucky and Clarksville, Tennessee are the two finalists for this project.

**Simpson County Investment** Mr. Griffin distributed an email that had been received that compared Simpson County to other counties in the state for investment. Simpson County ranked fifth in the state according to this ranking.

## **Buddy Leach Remarks**

**Storage Units Removal** Mr. Leach told the Board that the bids for removal of the storage units are due May 24. The bids will appear in the Franklin Favorite for two weeks and also on the governmental eBay site.



## **Mayor Larry Dixon Remarks**

City Update- Mayor Dixon told the Board that the City is currently working on their budget for the upcoming fiscal year.

## **Judge Mason Barnes Remarks**- No report

## **Chamber Director Steve Thurmond Remarks**

Chamber Update- Mr. Thurmond informed the Board that all counties in the BRADD district are all struggling with the new pension costs to their budgets.

## **Superintendent Jim Flynn Remarks**

Schools Update- Mr. Flynn thanked the Industrial Authority Board for the scholarships given to the graduating students and reminded the Board of the following dates:

May 15- Baccalaureate

May 16- Retirement Reception for Jim Flynn

May 19- Graduation

May 20- West Campus Graduation

May 22- Last day of school

There being no further business to come before the Board, the regular meeting was adjourned at approximately 12:43 p.m.

Gary Broady, Chairman



## MEMO

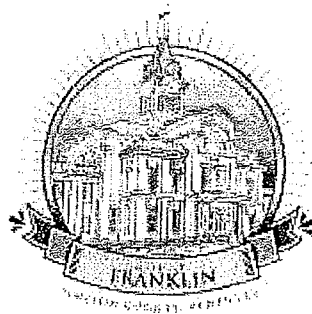
TO: Franklin City Commission  
FROM: City Manager Kenton Powell  
DATE: June 5<sup>th</sup>, 2019  
SUBJECT: Planning & Zoning Building Inspector

Mr. Joe Perry recently resigned as Franklin/Simpson Building Inspector. Since that time, Judge Executive Mason Barnes and myself has interviewed retired Warren County Building Inspector Ron Tabor. Looking at a part time interim Building Inspector position, both Judge Barnes and I are impressed with Mr. Tabor's credentials and abilities to do this job.

On Tuesday, June 4<sup>th</sup>, Simpson County Fiscal Court approved hiring Mr. Tabor as Franklin-Simpson Building Inspector contingent on the like action by the Franklin City Commission.

### **Proposed Motion:**

Authorize the hiring of Ron Tabor as an interim Building Inspector for the Franklin/Simpson P&Z office on a part-time basis. Pay rate of \$36.00 per hour for no more than 14 hours per week and authorize the advertisement for a contracted Building Inspector.



## MEMO

TO: Mayor Larry Dixon and Commissioners

FROM: Scott Crabtree

DATE: May 23, 2019

SUBJECT: Discussion Regarding Holley Performance Products, Inc.  
and the Kentucky Business Investment Program

---

The City Commission has been asked to adopt an ordinance authorizing the participation in the Kentucky Business Investment Program (KBI) of Holley Performance Products, Inc. This matter has not been fully approved by the state yet. But, we are required to discuss and approve an ordinance showing local support and pledging our 1% payroll taxes for new employees hired for the new project prior to the state's final approval. I will need two sponsors for the ordinance. I will have this on for discussion and possible first reading at the next meeting.

**ORDINANCE NO. 2019-014**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF FRANKLIN, KENTUCKY, AUTHORIZING THE GRANT OF AN INDUCEMENT FOR THE ACQUISITION AND CONSTRUCTION OF A PROJECT PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT PROGRAM (KRS 154.32-010 TO 154.32-100) WHEREBY THE CITY AGREES TO FOREGO THE COLLECTION OF THE ONE PERCENT (1%) CITY OCCUPATIONAL LICENSE FEE ON WAGES FROM HOLLEY PERFORMANCE PRODUCTS, INC. THAT WOULD OTHERWISE BE DUE WITH RESPECT TO PROJECT EMPLOYEES, WHICH AMOUNTS SHALL BE COLLECTED AND REMITTED TO THE CITY TO BE REFUNDED UPON EMPLOYER'S REQUEST OVER A TERM OF NOT LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE ESTABLISHED BY SAID PROGRAM; AND TAKING OTHER RELATED ACTION**

WHEREAS, it is the public policy of the Board of City Commissioners of the City of Franklin, Kentucky ("City Commission" and "City") to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth;

WHEREAS, the Kentucky Business Investment Program, Sections 154.32-010 through 154.32-100 of the Kentucky Revised Statutes ("KRS"), the ("Program"), authorizes and empowers the Commonwealth and certain local jurisdictions to promote economic development in Kentucky by inducing the creation of economic development projects by eligible companies, as more particularly described therein;

WHEREAS, KRS 154.32-090 authorizes an eligible company to deduct certain wage assessments from payments of wages to economic development project employees and each employee paying the assessment, in turn, to credit the assessment against their Kentucky individual income tax and, subject to the approval of the local levying authority or authorities, local occupational license fee or fees otherwise due;

WHEREAS, Holley Performance Products, Inc., a Delaware corporation (the "Company"), 1801 Russellville Road, Bowling Green, Kentucky 42101, has proposed to acquire and install within the City a project consisting of a building, equipment and new employment as described in Exhibit A attached hereto (collectively, the "Project");

WHEREAS, the Company has represented to the City that the acquisition, construction and installation of the Project, if constructed, will result in a substantial number of new job opportunities in the community, and the Company agrees to comply with the provisions of City of Franklin Ordinance No. 221.10-06-2014;

WHEREAS, the Company has filed an application with the Kentucky Economic Development Finance Authority (the "Authority") for approval of the Project for the Program as authorized in KRS 154.32-030;

WHEREAS, it is appropriate and in the public interest that the City Commission make a formal, binding commitment of financial resources in order to encourage and support economic development endeavors generally and the Project specifically if and when approved by the Authority pursuant to KRS 154.32-030; and

WHEREAS, the City Commission has approved the granting of an inducement to the Company for the Project, pursuant to the Program, whereby it would forego the collection of the one percent (1%) occupational license fee on wages that otherwise would be due the City, which fee shall be retained by the Company, with respect to Project employees whose jobs meet the criteria and requirements established by the Program ("Qualifying Employees") for a term of not longer than ten (10) years from the date the Company properly activates the Program's incentives pursuant to KRS 154.32-030 and any agreement relating to the Project that the Company has with the Authority (the "Activation Date").

NOW, THEREFORE, IT IS ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FRANKLIN, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that the recitals set forth in the preambles to this Ordinance, which are incorporated in this Section by reference, are true and correct.

Section 2. Inducement. The City shall forego collection of, and Company shall be entitled to collect and retain the one percent (1%) City occupational license fee due on wages paid to Qualifying Employees for a term of not longer than ten (10) years from the Activation Date (the "Inducement Term"), as specified herein.

Section 3. Company to Deduct and Withhold Occupational License Fee on Wages. The Company, when making payment of wages to Qualifying Employees earned with respect to the Inducement Term, shall deduct and withhold upon the wages the one percent (1%) City occupational license fee. The Company shall remit to the City and report such withheld amounts on the forms and reconciliations required by KRS 67.783(4) and (5) and Chapter 114 of the City Code of Ordinances. The Company shall file, not less than quarterly in accordance with the City of Franklin's Code of Ordinances, with the City of Franklin, the City of Franklin Employers Quarterly Return provided by the City, specifically addressing the issues related to the KBI Program. In addition, the company shall file a quarterly reconciliation of the City of Franklin's Occupational License Fees in a format as required by the City. If the company fails to comply with the provisions of this Section, the company (or its representatives as the case may be) shall be subject to the penalty provisions set forth in Chapter 114 of the City's occupational licensing and gross receipts ordinance(s), as amended from time to time, or forfeiture of future participation in this program.

Section 4. Company Entitled to Reimbursement for Withheld and Remitted Amounts. The Company shall remit said withheld amounts to the City pursuant to Section 3 of this Ordinance. The Company shall receive reimbursement from the City, once per annum, after making the request, in writing, on the forms provided by the City, with said reimbursement being due and payable not later than sixty (60) days after the Company files the written request for reimbursement. Provided, however, that said reimbursement request shall not be filed later than two (2) years from the date that the Company's annual license fee returns are initially due, without regard to any extensions received or allowed.

Section 5. Qualifying Employees Entitled to Credit for Withheld Amounts. Each Qualifying Employee shall be entitled to a credit against his or her occupational license fee liability to the City under KRS 67.785(3) and Chapter 114 of the City of Franklin Code of Ordinances equal to the amounts withheld from his or her wages pursuant to Section 3 of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

If any section, subsection, sentence, clause, 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 holdings shall not affect the validity of the remaining portions of this Ordinance.

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 of the Board of City Commissioners of the City of Franklin, Kentucky, held on June \_\_\_\_, 2019, and on motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was adopted, after full discussion, by the following vote:

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

APPROVED BY:

\_\_\_\_\_  
LARRY DIXON, MAYOR

ATTEST:

\_\_\_\_\_  
CATHY DILLARD, CITY CLERK  
CITY OF FRANKLIN, KENTUCKY

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Franklin, Kentucky, and as such City Clerk I further certify that the foregoing is a true, correct and complete copy of an Ordinance (including Exhibit A) duly adopted by the Board of City Commissioners of said City at a duly convened meeting held on June \_\_\_\_, 2019, on the same occasion signed by the Mayor, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Ordinance was in compliance with the requirements of KRS 61.810 through 61.825, all as appears from the official records of said Board of City Commissioners in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of June, 2019.

(SEAL)

\_\_\_\_\_  
Cathy Dillard, City Clerk

**Exhibit A**

**Project Description for Holley Performance Products, Inc.**

See letter and KBI Report attached hereto and incorporated herein collectively by reference.



## City of Franklin, Kentucky

117 W Cedar Street • P. O. Box 2805

Franklin, KY 42135-2805

Phone: 270-586-4497

Fax: 270-586-9419

September 11, 2017

Secretary Terry Gill  
Kentucky Economic Development Cabinet  
300 West Broadway  
Frankfort, KY 40601

Secretary Gill:

This letter is in support of the KBI application being submitted by Holley Performance Products, Inc. This outstanding company headquartered in Bowling Green, Kentucky is considering moving a distribution project into the former Sun Products Building which is located on Page Drive in the Sanders Interstate Industrial Park. The building is 200,000 square feet and has been vacant for the past six months. The company will be investing over \$3,000,000 in building and equipment costs as well as employing some 30 people.

We are very pleased to have a well known company like Holley Performance Products, Inc. become a part of our community. We will rebate one percent of occupational tax to the company as a part of the KBI incentive program. Your consideration of their KBI application is greatly appreciated by our community.

Sincerely,

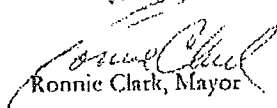
  
Ronnie Clark, Mayor

EXHIBIT A



**KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY**  
**KBI REPORT - PRELIMINARY APPROVAL**

**Date:** September 28, 2017  
**Approved Company:** Holley Performance Products, Inc.  
**City:** Franklin **County:** Simpson  
**Activity:** Manufacturing **Prelim Resolution #:** KBI-IL-17-21790  
**Bus. Dev. Contact:** C. Peek **OFS Staff:** M. Elder

**Project Description:** Holley Performance Products, Inc. is a leading manufacturer of a variety of high performance specialty products for the racing and performance segment of the automotive aftermarket. The company is considering relocating one of its distribution and light manufacturing operation to Kentucky.

**Facility Details:** Locating in a new facility

**Anticipated Project Investment - Leased**

	Eligible Costs	Total Investment
Rent	\$3,800,000	\$7,600,000
Building/Improvements	\$50,000	\$50,000
Equipment	\$600,000	\$1,000,000
Other Start-up Costs	\$500,000	\$500,000
<b>TOTAL</b>	<b>\$4,950,000</b>	<b>\$9,150,000</b>

**NEGOTIATED TARGETS AND INCENTIVE AMOUNTS:**

Year	Job Target	Average Hourly Wage Target (Including Employee Benefits)	Annual Approved Cost Limitation
As of Activation Date	30	\$20.00	
1	30	\$20.00	\$60,000
2	30	\$20.00	\$60,000
3	30	\$20.00	\$60,000
4	30	\$20.00	\$60,000
5	30	\$20.00	\$60,000
6	30	\$20.00	\$60,000
7	30	\$20.00	\$60,000
8	30	\$20.00	\$60,000
9	30	\$20.00	\$60,000
10	30	\$20.00	\$60,000

**TOTAL NEGOTIATED TAX INCENTIVE AMOUNT:**

**\$600,000**

County Type:  
Other

Statutory Minimum Wage Requirements:  
Base hourly wage: \$10.88  
Total hourly compensation: \$12.51

**Ownership (20% or more):**

Lincolnshire Management New York, NY

**Active State Participation at the project site:** None

**Requested Wage Assessment / Local Participation:**

State: 3.0%

Local: 1.0% City of Franklin

**Unemployment Rate:**

County: 5.6%

Kentucky: 5.9%

**Existing Presence in Kentucky:**

Simpson and Warren Counties

**Special Conditions:**

The company will be required to maintain 90% of the total statewide full-time, Kentucky resident employees at all company locations, excluding the site of the project, as of the date of preliminary approval.

12/1/2017 per Statewide certification  
provided company  
has 317 FT Ky residents  
at all company locations  
excluding the site of  
the project.  
90% of 317 is 286.  
-mg



## **MEMO**

TO: Franklin City Commission and Simpson Fiscal Court  
FROM: Scott Crabtree  
DATE: June 4, 2019  
SUBJECT: Personnel Policy Amendments

---

Attached are the revised Personnel Policy Amendments. The changes are designated as such by tracked changes on the document. Some of these changes are required due to changes in the law that were made during the last legislative session of the Kentucky General Assembly. Please review and we will discuss at the meeting. If the Commission is in agreement with these changes, we will need a motion adopting and approving the amendments to the City of Franklin's Personnel Policies and Procedures Manual.



## *Welcome to the City of Franklin*

Welcome to the City of Franklin! We hope that you will find your employment with the City to be an interesting, challenging and enjoyable experience!

The City of Franklin was incorporated November 2<sup>nd</sup>, 1820, and is currently organized under the City Manager form of government. We strive to provide the highest quality municipal services. Quality services though, depend on each of us committing to do our best, all the time. We hope you will join our effort to build and improve upon our long and proud history.

The City attempts to promote a feeling of understanding and respect among our employees. A key to our success lies in the equality and dedication of our employees. Each employee of the City of Franklin plays a critical role in providing the Franklin community with the best possible service.

Because of our belief in the importance of our employees, the City of Franklin strives to promote a work environment where employees are treated with dignity and respect. If you have any ideas for improving the way the work is performed, or if you have any other suggestions or problems, you should feel free to discuss these matters with your supervisor, the Human Resources Director, or the City Manager. By working together as a team, the City hopes to continue our tradition of providing excellent service to the citizens of the City of Franklin.

## I. STATEMENT OF PURPOSE

### A. Purpose

The City of Franklin, Kentucky, recognizes that a personnel system which recruits and retains a competent, productive work force is essential to effective, efficient local government. These policies and procedures have been developed in order to foster maximum efficiency, economy, and equity in the administration of the City's personnel and utilization of its human resources. The underlying objective of these policies and procedures is to encourage that all personnel decisions be based on merit and objective criteria of the individual employee's qualifications and performance.

These policies and procedures set forth guidelines that may not be deviated from without amendment by the City Commission of the City of Franklin (hereinafter referred to interchangeably as the "City Commission" or "Commission" upon recommendation of the City Manager. They do not, however, create any contractual obligation on the part of the City or its agents and do not alter the terminable at-will status of employment with the City.

### B. EqualAffirmative Action Opportunity Employer

1. The City of Franklin seeks to provide equal opportunity to all of its employees and applicants for employment and to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, pregnancy, childbirth, pregnancy/child birth related medical conditions, genetic makeup, veteran or family status, an individual's status as a smoker or nonsmoker, national origin, political affiliation, physical or mental disability, or age or any other status or condition protected by applicable local, state, or federal laws, except where a bona fide occupational qualification applies.
2. The City's commitment to be an equal opportunity employer extends to all its employment and personnel practices, including job opportunities, promotions, pay and benefits, discipline, discharge, training, and other social and recreational activities sponsored by the City. ~~promotes equal opportunity in hiring, promotion, transfer, compensation, benefits and all other terms, privileges and conditions of employment.~~
3. The harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, religion, color, national origin, sex, sexual orientation, gender identity, pregnancy, childbirth, pregnancy/child birth related medical conditions, genetic makeup, age, disability, veteran or family status, or because the employee is a smoker or nonsmoker is strictly forbidden. Any employee who experiences such treatment should report it immediately to his or her supervisor or other supervisory or management staff in accordance with Section X of these policies.

C. Scope of Coverage

1. These policies and procedures apply to all employees of the City of Franklin other than:
  - a. All elected officials;
  - b. All members of Boards and Commissions;
  - c. City Manager;
  - d. City Attorney; and,
  - e. Consultants, advisors, and committees rendering advisory services.
2. These policies and procedures have been developed in accordance with federal and state law but do not supersede federal or state law that may have pre-emptive effect.
3. These policies are the Personnel Policies and Procedures of the City of Franklin and, as such, these policies shall supersede and preempt all other policies from any department of the city. If any conflict arises or if there are any differences between these policies and any other departmental policies, these policies shall control. All other departmental policy/policies' provisions that address any issues or sections addressed by these policies and procedures shall be repealed specifically including, but not limited to provisions regarding pay, leave, benefits or disciplinary matters.

D. Administration of the Plan

1. The City of Franklin has a City Manager form of government. Under the City Manager form, a mayor and four (4) commissioners make up the Board of Commissioners which possesses the legislative and executive powers of the City. Administrative powers are vested in the City Manager who is appointed by a majority vote of the Commission.
2. The City Manager is the chief administrative officer of the City, overseeing personnel and other administrative functions under the guidance of the Commission. All personnel action may be recommended by the City Manager subject to the approval of the City Commission who may take action after presentation of the City Manager's recommendation. However, any personnel action involving the hire of a new employee or the discharge of an existing employee must be recommended by the City Manager subject to the approval of the City Commission. In addition to other duties as set forth in these policies and procedures, the City Manager shall:
  - a. Exercise leadership in implementing a fair system of effective personnel administration; and

- b. Administer the provisions of these personnel policies and procedures.

## **II. EMPLOYMENT PROCESS**

### **A. Vacancy**

A vacancy is created when a position needs to be filled because of the termination, resignation, promotion, newly created position, demotion or death of the employee so assigned.

1. All full-time vacancies shall be publicized by posting of notices at City Hall and in the department in which the vacancy occurs, and by advertisement as required by law, except as provided in Section II.A.5. below. The notice/advertisement shall include position title, summary of duties, position qualifications, and the time limit for applying.
2. All applicants for the position (regardless of current employment status with the City) must present an updated City Employment Application form to the City Manager or his/her designee. Employment application forms shall be supplied by the City Manager, Personnel Director or Department Manager and completed by applicants and shall include information about the applicant's training and experience and such additional information as required to effectively evaluate the applicant's ability to perform the duties required by the position.
3. No person may be appointed to a position unless the City Manager determines through verified information that the applicant meets the qualifications for the position as set forth in the position description. The qualifications of an applicant for a position shall be ascertained on the basis of one or more of the following:
  - a. Information the applicant supplies on the official employment application form;
  - b. Written, performance, or physical tests or examinations, or any combination which may be required for the position;
  - c. Personal interview;
  - d. Information and evaluations supplied by references given by the applicant;
  - e. Other appropriate information as determined; and,
  - f. The City reserves the right to conduct background investigations

on all applicants for employment.

4. Upon the recommendation of the City Manager, the Commission shall fill the vacancy based on the qualifications of all applicants and the needs of the City, giving preference to current employees in the Department in which the vacancy exists only to the extent that his/her qualifications are equal to or superior to those of other candidates.
5. —Regardless of any other provision of this section, the City may hire an individual to fill any vacancy in the City if the following conditions are met:
  1. The City Manager recommends an individual for the vacancy after completing the requirements of Section II.A.3. above; and,
  2. The City Commission approves the recommendation by a vote of at least two-thirds (2/3) of its members.

B. Prohibition of Departmental Relationships

1. The City prohibits employment in the future of relatives in the same department. Relative is defined as parents, grandparents, spouse, brothers, sisters, children, in-laws and/or persons who are *in loco parentis* with current or prospective employees. *In loco parentis* individuals are persons who cared for and financially supported the employee at any time while the current or prospective employee (as the situation requires) was under the age of 18. This provision shall not prohibit persons who were employed prior to the effective date of these policies from remaining employed with the City.
2. In the event that any of the relationships referenced in IIB(1) above arises as a result of a marriage occurring subsequent to the adoption of these policies and subsequent to the employment of two separate city employees, at least one of the employees shall be required to terminate his or her employment. In the event that neither employee voluntarily agrees to terminate his or her employment, the employee with the longer period of most recent service shall be entitled to remain as an employee of the City.
3. A variance to the above provisions may be recommended by the City Manager and approved by the City Commission. However, no relative shall be employed and/or work in the same department or division in a supervisory position over another relative. In the event that this situation is created, the City shall have the option of moving one of the relatives to another shift (if possible or feasible) or have one of the relatives terminate his or her employment with the City.
4. The City prohibits the fraternizing of employees. Fraternizing is defined as any relationship other than a causal non-intimate social friendship in the same department.



C. Pre-Employment Tests and Post-Job Offer Medical Examinations

1. All applicants shall be required to successfully complete job specific pre-employment tests in accordance with the qualifications and essential functions of the position sought.
2. All applicants for employment shall submit to pre-employment drug and alcohol screening.
3. All employees may be required as a condition of their employment to successfully pass a post-job offer medical examination by a medical doctor or psychiatrist selected by the City in order to determine the employee's ability to perform the essential functions of the assigned position. The City shall pay the cost for all required examinations.

D. Orientation of Newly Employed Personnel

1. An orientation shall be made available to all new employees by the City Manager (or his/her designee) as soon as possible following employment.
2. The orientation shall consist of at least the following
  - a. Explanation of management policies and administrative procedures;
  - b. Explanation of Compensation plan and pay schedule;
  - c. Explanation of Employee benefits;
  - d. Provide employee a copy of this manual; and,
  - e. Other elements or documents as deemed appropriate.

E. Personnel Records

1. The City Manager (or his/her designee) shall maintain records of all employees which shall contain for each employee:
  - a. Employee's name, permanent address, and phone number;
  - b. Position title;
  - c. Completed application form;
  - d. Hiring date;
  - e. Departmental assignment;
  - f. Salary;
  - g. All changes in status as a city employee;
  - h. Documentation of all disciplinary actions;
  - i. Employee's periodic evaluation;
  - j. Labor standards, EEO-4, immigration requirements; and,
  - k. Whatever additional information deemed appropriate by the City

Manager; provided, however, confidential medical information shall be maintained in a separate file that may only be accessed on a "need to know" basis.

F. Probation

1. New employees other than police department personnel shall be employed on a trial basis for one hundred eighty (180) days. New employees in the police department shall be employed on a trial basis for one (1) year, from the time that the employee completes Basic Training and the Field Training Officers Program if a sworn Police Officer except that such employees shall be eligible for benefits after working ninety (90) days.
2. Any employee who has served an initial trial period and is promoted from within the City to a new position shall be assigned to said new position for a trial period of ninety (90) days.
3. During the trial period of the employee, a newly hired employee may be dismissed at any time without right of appeal. An employee serving a trial period as a result of promotion may be demoted without right of appeal and reinstated to the position from which he/she was promoted if it is still vacant or to a position comparable to the one from which he/she was promoted.
4. The trial period may be extended upon recommendation of the department manager and/or the City Manager if it is determined that a longer period is needed to learn the work and/or evaluate the employee's ability to perform the job.

G. Employee Evaluation

1. All employees occupying established positions shall be evaluated at least annually on an evaluation form approved by the City Manager, except that probationary employees may be evaluated more frequently during the probation period.
2. Evaluations shall be conducted by the immediate supervisor and reviewed by the department manager and the City Manager. The immediate supervisor and department manager shall review the evaluation with the employee being evaluated; any employee who disagrees with the evaluation may complete a written rebuttal within ten (10) working days after the review, which shall be attached to the evaluation form.
3. The evaluation shall be used to inform employees of how well they are performing their assigned work and how they can improve performance. In addition, the evaluation may be used in determining order of lay off, as a basis for training, promotion in classification and/or pay, demotion, transfer, or dismissal.
4. A copy of every evaluation shall be placed in the employee's personnel folder.

### III. CONDITIONS OF EMPLOYMENT

#### A. DISCIPLINARY ACTION

1. An employee may be disciplined for (but not limited to) the following:
  - a. Incompetency;
  - b. Inefficiency;
  - c. Dishonesty, which shall include, but not be limited to:
    - (1) deliberating making or using falsified records, materials, requisitions, etc.;
    - (2) lying;
    - (3) personal use of City property;
    - (4) theft of property;
    - (5) deliberate waste;
    - (6) falsifying the employment application form.
  - d. Immoral or improper conduct;
  - e. Neglect of duty which shall include, but not be limited to:
    - (1) repeated failure to be at work station at starting time;
    - (2) leaving assigned work area without permission;
    - (3) failure to attend scheduled meetings;
    - (4) refusal to accept reasonable work assignment;
    - (5) stopping work before specified time;
    - (6) deliberate interruption of work;
    - (7) loitering, loafing, or sleeping on job;
    - (8) unsatisfactory work or attitude.
  - f. Neglect or mishandling of equipment;
  - g. Excessive absenteeism;
  - h. Failure to keep time cards accurately or completing another employee's time card;
  - i. Fighting or horseplay on City property at any time or while on duty at a place other than on City property;
  - j. Attempting bodily injury or an assault to and/or on another person;
  - k. Failure to wear assigned safety equipment or failure to observe safety rules;
  - l. Abusive or obscene language;
  - m. Discourtesy to the public or fellow employees;
  - n. Sexual, racial, or other harassment of the public or fellow employees;
  - o. Conviction of a felony or a crime involving moral turpitude;
  - p. Untidy attire, torn uniforms, and other failures to maintain a clean, neat appearance;
  - q. Off-duty activities that discredit the individual or the City or cause inefficiency in performing assigned duties;
  - r. Reporting to work under the influence of intoxicants or illegal drugs;
  - s. Possession, distribution, or use of any intoxicants or illegal drugs

- while on duty (including lunch);
  - t. Gambling while on duty (including lunch);
  - u. Improperly discussing or disclosing confidential information;
  - v. Violation of, or failure to report violation of, job related federal or state laws or administrative regulations;
  - w. Insubordination;
  - x. An accumulation of minor infractions;
  - y. Violating the substance abuse policy;
  - z. Failure to report any accident within twenty-four (24) hours of said accident; and,
  - aa. Failure to follow any policy, rule, regulation, operating procedure or job requirement not specifically mentioned above.
2. When an employee fails to follow any rule, regulation, operating procedure or job requirement, one of the following measures shall apply, depending upon the circumstances involved and the severity of the offense;
- a. Verbal warning (reprimand)
    - (1) In the case of a minor infraction, the immediate supervisor, department manager or City Manager shall administer a verbal reprimand and explain the actions necessary to correct the problem.
    - (2) The date of the reprimand, along with the description of the occurrence which prompted the reprimand, actions necessary to correct the problem, and any comments the employee may have made shall be noted and placed in the employee's personnel folder by the person giving the reprimand.
  - b. Written warning
    - (1) In the case of a second minor infraction or when misconduct is serious enough for a written warning on the first offense, the immediate supervisor, department manager or, City Manager shall give the employee a written warning specifying the reason(s) for such warning and noting any previous verbal and/or written warnings for the same or similar infractions.
    - (2) A written warning shall state that the employee's performance will now be reviewed on a regular basis for improvement and shall explain the consequences of continued infractions.

- (3) The employee shall sign the written warning or the warning shall be signed by a witness; a copy of the written warning shall be forwarded to the City Manager to be placed in the employee's personnel folder.

c. Suspension

- (1) The City Manager may suspend an employee with or without pay for any period during an investigation of an alleged offense. The suspended employee shall be notified of the suspension in writing within five (5) working days after the effective date of the suspension. The notice shall include the reason(s) for and duration of the suspension (if known). The City Manager may also suspend an employee, without pay, as a disciplinary action for up to five (5) working days if, in the sole discretion of the City Manager, the infraction is serious enough to warrant said suspension. Suspensions for longer than five (5) days, other than during the investigation of an alleged offense, must be approved by the City Commission. The suspended employee shall be notified of the reason(s) for and the duration of the suspension within five (5) working days after the effective date of the suspension or, if the suspension is for less than five (5) days, the employee shall receive notification no later than the end of the next day that the employee returns to work after said suspension.
- (2) Employees suspended without pay shall be paid in full if the investigation exonerates the employee.

d. Dismissal

- (1) Where an offense is continually repeated, multiple offenses are committed, or misconduct is serious enough for discharge on the first offense, the immediate supervisor, department manager, or the City Manager may recommend dismissal of an employee under his or her supervision.
- (2) The recommendation for dismissal must be stated in writing and delivered to the employee advising him/her of the reason(s) for the dismissal, details of any or all previous disciplinary action(s) taken against the employee, which are deemed by the immediate supervisor, department manager, or the City Manager to be pertinent to the recommendation for dismissal, and the recommended effective date and time of discharge.

- (3) Prior to dismissal the employee has the right to appear personally or with counsel at a pre-termination hearing held before the City Manager. The employee must request the pre-termination hearing within ten (10) working days of the employee's notification of dismissal. The pre-termination hearing shall be held within ten (10) working days after receipt of the employee's request.
- (4) Within ten (10) working days of the pre-termination hearing, the City Manager shall notify the employee in writing of his/her decision. The employee may appeal that decision to the City Commission within ten (10) working days. The Commission shall conduct a post-termination hearing.

- e. Demotion or Transfer In the event that an employee becomes unable to perform the duties of the position to which he/she is assigned, the employee may be transferred or demoted in lieu of dismissal, provided the employee meets the qualifications for the position to which he/she is to be transferred and the position is vacant.

#### B. Resignations

1. Any employee wishing to resign should inform his/her immediate supervisor of the intended resignation as soon as possible after the decision is made. The notice shall be in writing and shall include the effective date of the resignation. An employee's resignation and attending reasons, if known, shall be recorded in the employee's personnel folder.
2. The employment date of any employee who resigns in good standing and is subsequently rehired will be the most recent date of employment.
3. Any employee who is absent from work for three (3) consecutive days without notifying his/her immediate supervisor of the reason for the absence shall be considered to have abandoned the job and will be terminated from employment with the City.

#### C. Layoffs (Reduction in Force)

1. Upon recommendation of the City Manager, the Commission may lay off an employee or employees because of lack of work or funds. The order of

layoff shall be determined by the needs of the City. Consideration shall be given to both the seniority and merit of persons being considered for layoff. Temporary, seasonal, and/or probationary employees shall be laid off before full-time employees within class(es) or divisions affected by layoff.

2. The Commission shall notify the employee(s) of the layoff in writing as soon as possible prior to the layoff. The notice shall explain the reason for and duration of the layoff (if known) and a copy of the notice shall be placed in the employee's personnel file.
3. An employee who has given satisfactory service and is laid off shall be eligible for re-employment in his or her previous or other positions, provided that he/she meets the qualifications for the position and the position is vacant. Upon re-employment, the employee's years of service shall resume but with no credit given for the period during which the employee was laid off and not providing service to the City.

D. Non-Disciplinary Transfers

The City Manager may, after consultation with the City Commission, transfer an employee from one department to another or from one job to another, provided that the employee's hourly pay is not reduced and that the employee remains in that same general job classification range.

E. Outside Employment

1. "Outside employment" is defined as any paid employment performed by an employee in addition to employment with the City.
2. An employee (other than those employees specifically referred to in paragraph 3 below) of the City may be self-employed or may take occasional or part-time jobs if, in the opinion of his or her department head, there is no conflict with working hours, the employee's efficiency in his or her City work, or other interests of the City. Employees wishing to take off-duty employment shall apply to his or her department head on the form provided by the City. The employee shall obtain written approval from his or her department head and the City Manager prior to beginning a job other than that with the City.
3. Management level positions (Finance Director, Human Resources and Risk Management Director, City Attorney, Public Works Director, Street, Water and Wastewater Superintendents, Police Chief, and City Clerk) shall notify the City Manager prior to creating, contracting with, or being employed by any agency, business, or firm other than the City. The City Manager shall provide written approval or disapproval, which shall be forwarded to the City Commission. Any request by the City Manager

shall receive prior approval by the City Commission.

4. Upon the recommendation of the department head, the City Manager may grant the request provided the following criteria are met:
  - a. Such employment shall not:
    - (1) interfere with the performance of the employee's duties;
    - (2) involve a conflict of interest or conflict with the employee's duties for the City;
    - (3) involve the performance of duties which the employee should perform as part of his/her employment with the City;
    - (4) occur during the employee's regular or assigned working hours unless the employee is on annual leave or leave without pay (unless approved in writing by the City Manager.); or
    - (5) cause employee to engage in employment making him unavailable to be relieved of his duties by the outside employer in the event he is called for emergency service by the City.
  - b. The employee shall make arrangements with the outside employer to be relieved of duties in the event the employee is called for emergency service by the City. Further, City employment shall remain the first priority and, if at any time the outside employment interferes with an employee's job requirements or performance for the City, the employee shall be required to modify the conditions of his or her outside employment or terminate either the outside employment or his or her City employment.

F. Conflict of Interest

1. Employees shall not accept gifts, gratuities, or loans from organizations, business concerns, or individuals with whom the employee has official relationships or business with the City which are in excess of or in conflict with the "City of Franklin Code of Ethics" as codified.
2. Employees shall not solicit donations or gifts by, on behalf of, or to be used directly or indirectly by the City of Franklin without first obtaining written consent of the City Manager.
3. The City shall not contract with nor purchase services from employees outside the



terms of normal employment conditions.

4. Employees shall not use confidential knowledge gained through official duty for personal profit.

G. Political Activity

1. No employee, as a condition of employment or continued employment, shall be required to contribute to or campaign for any candidate for political office.
2. No employee of the City shall engage in political activity during his/her assigned duty hours or while in uniform.

H. Drug-Free Work Place/Drug Policy

1. Purpose

The City of Franklin has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees and the public we serve. The following acts may result in serious safety, health, and operational risks to the public and City employees: (1) being under the influence of the following while on the job or on City property: an illegal drug; a potentially performance-altering drug; alcohol; or any hallucinogen, which includes but is not limited to any other chemical or aerosol substance which can affect motor skills or mental abilities in the workplace; (2) having such substances in an employee's system while on the job or on City property; (3) attempted or actual possession, use, or sale of alcohol while on the job or on City property; or (4) attempted or actual possession, use, or sale of illegal drugs. Illegal drugs include illicit drugs and improperly used prescribed drugs.

The City of Franklin recognizes that its ability to provide a high level of service to its citizens is dependent upon the safety and efficiency of its employees. Accordingly, it is the obligation and intent of the City of Franklin to undertake affirmative efforts in the area of drugs and alcohol to: maintain a safe working environment; protect city property, equipment and operations; and provide for the welfare of its citizens and visitors.

The City of Franklin has determined that the services it provides to the community are essential for the community's welfare. Though some employees work in positions which are more "safety-sensitive" than others, the City of Franklin has determined that all of its employees are engaged in positions where substance abuse could affect City operations and/or the welfare of citizens. Because of these findings, the City has determined that its employees should be subject to the substance abuse policies herein. It shall be the duty of the City Manager to oversee proper administration of this Ordinance.

## 2. Substance Abuse Work Rules

Because of the effect that substance abuse can have on employees and the City, and to protect employees and the City, the City has the following work rules regarding the use, possession or sale of alcohol or drugs, or similar attempted conduct.

- a. While on duty, on call, or on City property (which includes but is not limited to all areas such as eating areas, lounge areas, locker rooms, or parking lots), employees are prohibited from being under the influence of alcohol or illegal drugs, or from having such substances in their systems. Moreover, employees may not attempt to or actually possess, sell, or receive alcohol or illegal drugs while on duty or on City property at any time.
- b. The City may conduct searches where it has reason to suspect that the search will reveal evidence of employee misconduct, or where the search is necessary for a non-investigatory work-related purpose. In connection with a suspected Ordinance violation investigation, the City may reasonably search an employee and/or their personal property. The City may also search its own property and premises, including but not limited to lockers, equipment, and City-owned vehicles.
- c. The employee may refuse to submit to a search. However, any employee who fails to cooperate and/or submit to such a search will be discharged. Where practicable, searches should be approved by the Department Head or City Manager.
- d. Employees taking a prescribed drug must maintain the drug in its original container identifying the drug, dosage, date of prescription and authorizing physician. Each employee must notify his or her supervisor regarding any work restrictions that should be observed while taking the prescribed drug.
- e. Employees should not be on duty or on City premises while in possession of a drug prescribed for someone else, nor should an employee have such a drug in their system.
- f. Any employee who may be undergoing medically prescribed treatment with a controlled substance which may limit or affect the employee's ability to perform on the job must report this treatment to his/her supervisor prior to beginning work.
- g. Violation of any of the foregoing rules will result in discharge.

## 3. Substance Abuse Tests

- a. After receiving an offer of employment, but prior to beginning work, an applicant for employment shall be required to undergo a drug-alcohol screening test. Employment will be denied to any applicant who's confirmed positive test reveals the presence of illegal drugs, alcohol, prescription drugs without a valid prescription, or hallucinogens.
- b. Drug/alcohol tests may be conducted randomly for employees in safety-sensitive positions, which include sworn fire and emergency service personnel, sworn police personnel, non-clerical water plant employees, and heavy equipment operators.
- c. Drug/alcohol tests may be conducted for City employees whose duties require them to be Commercial Drivers License (CDL) holders. The testing of such employees shall be administered and conducted in compliance with Federal Department of Transportation regulations and any applicable laws or regulations of the Commonwealth of Kentucky. The City Manager will develop policies and procedures to comply with these laws and regulations.
- d. Drug/alcohol tests may be conducted where a City supervisor has reason to suspect that an employee at work or on City property is either under the influence or is affected by alcohol, drugs or other hallucinogens. A reasonable suspicion determination shall be documented, in writing, by at least two trained supervisors or by professional law enforcement or medical personnel. A determination will be based upon observation and documentation of:
  - (1) Detection of an alcoholic substance emitting from the employee's breath. This shall include a detection of a "hang-over" odor;
  - (2) Observation(s) of the employee's speech being unusually slurred or noticeably different without a proper medical reason being given;
  - (3) Observation(s) of the employee's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation; or
  - (4) Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.
- e. Drug/alcohol tests may be conducted for an employee who apparently causes a workplace accident which results in bodily injury or property damage expected to exceed \$1,000, or where any employee is involved in any workplace accident if a City supervisor reasonably suspects the employee's use of alcohol, drugs or other hallucinogens is and/or was a cause of said accident;

- f. Drug/alcohol testing may be conducted in connection with any required physical examination or on a periodic basis for City employees who work in safety-sensitive positions.
- g. Drug/alcohol testing may be conducted on a return-to-duty basis before safety-sensitive employee returns to work after a leave of absence.
- h. No drug/alcohol test will be administered without the consent of the employee. However, any employee who fails to cooperate and/or submit to drug/alcohol testing requested by the City in accordance with these drug policies will be discharged. Any employee with a confirmed positive test for alcohol, illegal drugs, or hallucinogens will be discharged.
- i. Drug/Alcohol Sample Collection and Testing Procedures. The City shall contract with a firm or firms in the business of conducting drug testing, urinalysis specimen collection and testing. Testing shall conform to federal guidelines, which include the following procedures:
  - (1) Employees required to submit to any drug or alcohol testing will sign, prior to testing, the laboratory form consenting to drug or alcohol testing, and to release the results to the Medical Review Officer (MRO) and the City Manager;
  - (2) Clinical testing will be performed by a fully accredited laboratory and not by any employee of the City;
  - (3) Collection and safeguarding of test specimens, with a valid chain of custody, shall follow strict chain of custody procedures;
  - (4) Validation of test specimens by a second confirmation test and verification of all positive test results by referral to the MRO shall occur. All interpretation of drug and alcohol testing will be performed by the MRO and not by the testing facility;
  - (5) Chemical tests of an individual's blood/breath for the presence of alcohol will be performed by certified and trained law enforcement personnel by means of a breath test or by blood sample obtained only by qualified medical staff; and
  - (6) Before any action is taken against an employee who tests positive, the employee will be given an opportunity to explain the results directly to the MRO.

#### I. Psychological Testing

All police department employees may be requested to submit to psychological or fitness testing upon recommendation of the police chief or the City Manager under the following

circumstances.

1. When a police department employee is involved in a work-related accident or incident;
2. When the police chief or City Manager have reasonable cause or suspicion;
3. On a random basis as deemed appropriate by the police chief or the City Manager.

Failure or refusal of a police department employee to submit to testing when requested shall be grounds for termination of employment.

#### **IV. CLASSIFICATION PLAN**

##### **A. General**

The City Manager shall establish and maintain a classification plan subject to approval by the City Commission in which each established position shall be assigned to an appropriate class on the basis of the qualifications and responsibilities of the position.

##### **B. Written Specifications**

Each position shall have a written specification that includes:

1. A concise, descriptive title;
2. A description of duties and responsibilities of the position; and
3. A statement of desirable qualifications for the position.

##### **C. Annual Review/Evaluation**

1. At least once each year, the Department Manager of each department shall review the duties and responsibilities of each position under his or her supervision. If necessary, the Department Manager shall recommend reclassification of position(s), the creation of new classes/positions, or the abolition of existing classes/positions to the City Manager. The City Manager shall review all recommendations by the Department Managers and shall accept or reject the recommendations. Nothing in this section shall prevent the City Manager from conducting his own review of any or all employees under his supervision.

At least once each year, the City Manager shall review the duties and responsibilities of each Department Managers and each employee that is directly under his supervision. If necessary, the City Manager shall recommend reclassification of the position(s), the creation of new

classes/positions or the abolition of existing classes/positions. All recommendations from the City Manager under this section shall be brought before the City Commission in accordance with these policies and procedures.

2. All changes shall be made by amendment of the classification plan upon the City Manager's recommendation and approval by the City Commission.

D. **Reclassification**

1. The City Manager shall recommend reclassification of a position after its duties and responsibilities change materially and it is no longer comparable with other positions in the class.
2. Whenever the duties of a position so change that no appropriate class for it exists, the City Manager shall prepare an appropriate class specification for the position and recommend the position be assigned to the new class.
3. Reclassification of a position may not be used to avoid a restriction concerning demotion, promotion, or compensation.
4. When creating a new class, the format of existing specifications shall be maintained, including all required sections.
5. All classification changes shall be made by amendment of the classification plan upon the City Manager's recommendation and approval by the City Commission.

V. **COMPENSATION PLAN**

A. **Classification of Employees**

1. All employees of the City of Franklin shall be classified as full-time, part-time, volunteer, temporary/seasonal or retired police officers.
  - a. Full-time Employee - An employee who works thirty-seven and one-half hours or more per week on a regularly scheduled basis;
  - b. Part-time Employee - An employee who works less than thirty-seven and one-half hours per week, but on a regularly scheduled basis;
  - c. Temporary/Seasonal Employee - An employee who works in a position which is of a temporary nature, either full-time or part-time. The position may be needed to meet a peak work load or for a seasonal type program such as summer recreation;
  - d. Retired Police Officers – An employee that qualifies to be hired/rehired under the provisions of KRS 95.022. Any officer



hired in accordance with KRS 95.022 is not eligible for City health insurance, and the City shall not make retirement contributions for the officer. However, the officer shall be eligible to receive the other benefits available to employees such as vacation, personal and sick leave, etc. In addition, the officer shall be eligible to receive compensation according to the standard procedures applicable to other police officers of the City. Retired officers are hired based upon need and are hired for a renewable one-year term, and non-renewal shall not constitute a disciplinary action. These officers are also subject to other City policies relating to police officers including, but not limited to due process protections under KRS 15.520.

2. All positions shall be classified as exempt or non-exempt for overtime compensation;
  - a. Exempt personnel include executive, administrative, supervisory, or professional employees (as designated by the City in accordance with applicable law), who are exempt from the minimum wage and overtime requirement and are compensated based on an approved annual salary schedule.
  - b. Non-exempt personnel are all employees filling a position subject to the minimum wage and overtime requirement and are compensated based on an approved hourly rate schedule.

B. Maintaining Classification

The City Manager shall establish, maintain and follow a compensation plan as approved by the City Commission that shall prescribe for each class a minimum and a maximum rate of pay and whatever intermediate rates deemed equitable. The compensation plan is attached hereto as Appendix A and incorporated herein by reference. This compensation plan is subject to change at any time at the discretion of the City Commission or the City Manager, with the approval of the City Commission. To obtain a copy of the most recent compensation plan, contact the Personnel Director at City Hall.

1. Employees shall be given consideration for a pay increase annually on the employee's anniversary date of employment or as soon thereafter as is practicable, contingent upon satisfactory performance and availability of City funds.
2. An appointee to a new position shall receive at least the minimum salary for the class to which the position is allocated, except that the City Manager may recommend, subject to the Commission's approval, that the appointment be made at a salary above the minimum:

- a. In cases of unusual difficulty in filling the position; or
- b. In hiring exceptionally qualified personnel; or
- c. Any other criteria as determined by the City Commission.

C. State Mandated Certifications

Full time, non-exempt personnel who are required to obtain state mandated certifications shall be compensated at \$1.00 per hour per classification. Exempt personnel in supervisory positions shall be required to obtain the same certifications as a requirement of their job and will not qualify for the \$1.00 per hour compensation.

D. Cross-Training Certification Pay

Full time personnel who obtain certifications in areas outside their regular positions for duties they will be called upon to perform regularly may qualify for cross-training certification incentive pay. All applications for cross-training certification pay must be approved by the City Manager prior to submission. In addition to their base pay, employees may earn .19 per hour for the first cross-training and .24 per hour for each additional cross-training certification obtained. Examples of certifications that qualify for the cross-training incentive pay include but are not limited pesticide application and roads scholar certification. Employees receiving cross-training pay must maintain the certification to continue to receive the cross-training incentive pay. Once the certification has expired, the incentive pay will be deducted from the employee's pay.

E. Overtime

1. In order to determine whether an employee will receive overtime pay for hours worked in excess of forty (40) hours per week, each shall be declared "exempt" or "non-exempt" in accordance with provisions of existing labor laws. Exempt employees shall not receive overtime pay but shall receive compensatory time as set forth in Section V.D. below; non-exempt employees shall receive overtime pay at the rate of one and one-half (1 ½) times the hourly rate for actual hours worked in excess of forty (40) hours in any work week.
2. Time off with pay (such as vacation, holiday or sick leave) may not be considered as hours worked for overtime pay purposes.
3. Overtime work shall be approved in advance by the employee's immediate supervisor whenever possible and shall be kept at a minimum consistent with maintenance of essential services and the City's financial resources.

F. Compensatory Time

1. As stated in Section V.C.1. above, “non-exempt” employees (as that term is defined) are entitled to overtime pay. “Exempt” employees (as that term is defined) shall not receive overtime pay. However, exempt employees shall be entitled to receive and/or accumulate time off from work as compensatory time as set forth in this section. All exempt employees are required to keep accurate time cards reflecting his/her time worked during each pay period, and the employee’s time cards shall be submitted to the personnel/payroll director as soon as practicable after the conclusion of each pay period.
2. Exempt employees are salaried employees whose salary is based on working forty (40) hours per week. All hours worked by an exempt employee in excess of forty (40) hours per week shall be recorded and made available for use by the exempt employee as “compensatory time” off from work on an hour for hour basis subject to the provisions of this section. For example, if an exempt employee works forty-two (42) hours during a pay period, he or she shall have two (2) hours available to use as time off from work without disturbing vacation, personal or sick time.
3. Compensatory time may be accumulated and carried over from year to year up to a maximum of two hundred fifty (250) hours but shall be forfeited upon severance of employment with the City. However, in no event, other than the instance where an employee has used all his/her available sick days, shall an employee be approved for a day of compensatory time leave from work unless the City Manager is notified and the compensatory time off from work is approved by or before the end of the employee’s last scheduled day to work immediately prior to requesting/taking the compensatory time off from work.
4. Compensatory time off from work of more than one (1) day should be required at least two (2) weeks in advance; compensatory time off from work may be disapproved, in the sole discretion of the of the City Manager, if the employee’s services are required at the requested time.

G. On Call Compensation

1. An employee "on call" must be accessible by telephone or pager in the event his/her services are needed at a time other than regular scheduled work hours, i.e. after the close of business Monday through Friday; Saturdays and Sundays; and holidays.
2. To the extent feasible, "on call" status shall be rotated and evenly distributed among employees where applicable.
3. On-call pay - Any employee designated as being on call shall receive two (2) hours pay per day for each day of "on call" status to compensate the employee for the infringement upon his/her personal time.

4. Call-out pay - Employees shall be compensated for the actual number of hours worked if called to work at a time other than regular scheduled work hours at the regular or overtime rate, depending on the number of hours worked by the employee during that pay period. This shall be in addition to "on call pay." Provided, however, that Police Department personnel shall be compensated for time spent while under subpoena or, as required, for court in accordance with the Police Policies and Procedures Manual.

#### H. Expense Reimbursement

Economy is required. Cost should be the most economical consistent with the City's best interests.

1. Any full-time employee of the City incurring expense for prior approved city-related business or travel outside the City shall be reimbursed as follows:
  - a. -The employee shall be reimbursed for the actual cost of lodging verified by receipts. The City Manager shall give prior approval when "required" lodging exceeds \$125.00 per night. Whenever appropriate, the department head will decide whether same room accommodations will be utilized.
  - b. For travel less than 125 miles from the City and for a trip of duration of one day, the employee shall not be reimbursed for lodging, unless approved by the City Manager.
  - c. Exempt employees shall not be compensated for travel time which is in addition to the paid work week.
  - d. Non-exempt employees shall be compensated for travel time which is in addition to the paid work week at the appropriate hourly rate schedule.
  - e. Food

*Local or State Travel:* Meal allowance will be permitted on overnight trips where two or more meals are required. No more than \$38 per day + up to 15% tip, employee only, will be reimbursed for actual monies spent for food. Itemized receipts must be submitted for expenses over \$2.00.

*National/Out of State Travel:* Meal allowance will be permitted on overnight trips where two or more meals are required. No more than \$45 per day + up to 15% tip, employee only, will be reimbursed for actual monies spent for food; maximum allowable expenditure \$60 per day for high rate areas (as designated annually by the IRS) with prior approval by the City Manager. Itemized receipts must be submitted for expenses over \$2.00.

A detailed, original receipt must accompany all requests for reimbursement of meals. Meals provided as part of conference/meeting registration fees, alcoholic beverages, and local meals are not reimbursable expenses.

Meals purchased while attending a one (1) day seminar or trip that does not require overnight lodging are reimbursable expenses, however, prior authorization from the employee's Department Head and City Manager must be obtained. Note that, according to IRS rules and regulations, any meal reimbursements that do not relate to overnight travel are considered a taxable fringe benefit for the traveling employee and will be taxed accordingly via payroll.

- f. Actual cost of gasoline and oil purchased and placed in a City-Owned vehicle by an employee while engaged in work-related travel will be reimbursable. Purchase must be substantiated by a receipt showing total gallons and total charges.
- g. All tolls and reasonable parking fees incurred in city-related travel are reimbursable. (Note: Tolls are not to be charged for City vehicles being operated in state in an official capacity.) The maximum reimbursable rate for airport parking is \$9.00 per day unless otherwise authorized by the traveling employee's Department Head and City Manager. However, if the facility charges airport fees and gas surcharges those may also be reimbursed with an itemized receipt.
- h. Valet parking is not allowed unless a hotel requires valet parking because a general parking area/garage is full or if there is no other parking alternative. Avoiding self-parking as a matter of personal inconvenience is not justification for incurring additional expenses.
- i. All charges or fares for necessary travel on common carriers (plane, bus, train, subway, taxi, ferry, etc.) are reimbursable. Sightseeing and pleasure tours are not reimbursable.
- j. Reimbursement for out-of-state travel by privately owned vehicles shall be made on the basis of airplane coach fare or the City's standard mileage rate, whichever is the lesser amount.
- k. When using a personal vehicle, an employee shall be reimbursed at the current Internal Revenue Code rate. Use of a personal vehicle must be approved in advance of travel, unless there are extenuating circumstances which must be substantiated by the immediate supervisor or City Manager in writing.
- l. Itemized receipts for all expenditures are to be obtained and attached to the request for reimbursement form which must be completed as soon as possible upon completion of travel and submitted for payment no later than three (3) working days after they are incurred.

- m. All requests for reimbursement shall be signed by the immediate supervisor and City Manager.
- n. Employees violating this section will be subject to appropriate disciplinary action.

#### I. Cash Advances

Cash advances may be granted under special circumstances when there is a need to receive cash in advance of an expense because established City payment methods administered by the Purchasing Department cannot be used. Cash advances will be granted only for business or travel that is authorized by a City Department and approved by a Department Head or alternate approver.

The total amount permitted to an employee for a cash advance cannot exceed \$50 per day of travel. If any amounts above this are requested then a statement must be submitted justifying the total amount of advance requested and authorized by the employee's Department Head and the City Manager.

When an advance is made for travel, it is the employee's responsibility to settle the advance upon returning from travel by submitting: (1) itemized receipts for approved expenditures paid for with the advance; and (2) any unused portion of the cash advance, the sum of which should total the amount of the cash advanced. In the event the sum of these items is less than the cash advanced, the employee is personally liable to return the difference to the City. It will be the employee's responsibility to repay any unsettled portion of the cash advance. Failure to repay the debt will result in collection activities by the City. Employees have 3 days from the completion of travel (the due date) to submit the appropriate documentation to Purchasing and settle the cash advance. Thirty (30) days after the due date, the City will begin a collection effort to obtain repayment from the employee, including payroll deduction.

#### J. Absences Due to Adverse Weather Conditions

Since the City has essential services that must continue to operate during inclement weather, it is not practical to close municipal operations. In the event of extremely adverse weather conditions, any employee who does not report for scheduled duty assignments will be required to charge such absences to accumulated leave time (personal days, vacation leave, or holidays), or if necessary, leave without pay. If a formal state of emergency is declared by the Governor, Mayor, or City Manager directing people/employees to stay off the roads or to avoid work locations in Franklin, the City Manager may implement the following procedure to determine compensation for classified personnel:

1. Employees not required to work during a declared emergency will receive pay for their normal daily schedule at the employee's normal rate of pay.
2. Employees who are required by their supervisor to work during a declared emergency will, in addition to their normal compensation (including any overtime, if eligible), be allowed comparable time-off from work for their

normal daily scheduled hours which shall be added to the employee's personal time. However, in no event shall time off be authorized in such a manner as will result in the payment of overtime compensation. "Comparable time off" shall be calculated as the number of hours that non-essential personnel in "1" above did not work during the emergency, but for which they received pay.

3. Employees shall not be entitled to the comparable time off during the declared emergency if they: were not scheduled to work; had scheduled vacation, holiday, personal/employee appreciation, bereavement, military, sick, or other accrued leave; are on maternity/paternity, injury or family medical leave, or leave without pay; or are out-of-town on business.

## **VI. EMPLOYEE BENEFITS**

### **A. Full-time Employees**

Full-time employees shall be entitled to all benefits provided by the City.

### **B. Holidays**

1. All full-time employees shall receive eight (8) hours pay at the regular rate of pay for the following holidays unless a different amount of time is listed by the holiday:
  - a. New Years' Eve;
  - b. New Years' Day;
  - c. Martin Luther King's Birthday;
  - d. Good Friday - 4 hours;
  - e. Memorial Day;
  - f. July 4th;
  - g. Labor Day;
  - h. Veterans' Day;
  - i. Thanksgiving;
  - j. Friday following Thanksgiving;
  - k. Christmas Eve; and
  - l. Christmas Day
2. When any listed holiday falls on Saturday, it will be observed on the preceding Friday. When any listed holiday falls on Sunday, it will be observed on the following Monday. In the event consecutive holidays, such as New Years' Eve and New Years' Day fall so that one is on a week day and one is on a weekend, the City Commission shall determine when the weekend holiday will be observed. An "observed holiday" is a day in which the City designates as a holiday due to the actual holiday falling on a day of the week in which it is not practical or possible for the holiday to be observed on the day in which it actually falls, but is not the actual holiday.



3. Full time employees who work on a holiday shall be compensated for actual hours worked at one and one-half times the regular rate of pay. If a full time employee works on an "observed holiday", as defined above, which is not the actual holiday, said employee shall be compensated for actual hours worked at his or her regular rate of pay. In addition, whether or not a full time employee works on an actual or observed holiday, every non-probationary full time employee shall receive eight (8) hours of holiday pay for the pay period in which the holiday falls. Full time employees must work holidays upon request of the City Manager or Department Head.
4. In order to be eligible for a holiday with pay, an employee must work his or her regular shift (if scheduled) the day before and the day after the holiday, with the following exceptions:
  - a. If an employee is on vacation, he/she will be paid for the holiday and have vacation leave extended one day.
  - b. If an employee is absent because of illness on the day before or after a holiday, the absence on the holiday will be charged against his/her accumulated sick leave. If the employee has no sick leave, the employee will not be paid for the holiday. A doctor's statement may be required for sick leave absence.

C. Vacation (Annual Leave)

1. All full-time employees shall be entitled to vacation leave as follows based on continuous uninterrupted service as of the employee's most recent hire date:

<u>City Service</u>	<u>Earned Vacation</u>	<u>Hours Weekly</u>
0 - 1 year	1 week (40 hours)	.77
1 - 5 years	2 weeks (80 hours)	1.54
5 - 10 years	3 weeks (120 hours)	2.31
10 years or more	4 weeks (160 hours)	3.08

2. Vacation leave above shall be accrued on a weekly basis beginning on the employee's hire date. No employee may take vacation time until 180 days after his or her most recent hire date unless specifically approved by the City Manager.
3. Vacation leave of more than one day should be requested at least two (2) weeks in advance; vacation leave may be disapproved if the employee's services are required at the requested time by the department head and/or City Manager. However, in no event, other than the instance where an

employee has used all his/her available sick days, shall an employee be approved for a day of vacation leave unless the department head and/or City Manager is notified and the vacation leave is approved by or before the end of the employee's last scheduled day to work immediately prior to requesting/taking the vacation day.

4. When a former employee is rehired, the person should be considered a new employee for vacation leave purposes.
5. No employee shall take more than one (1) week (40 hours) vacation consecutive unless the employee has received prior written authorization from his or her department head and the City Manager.
6. Employees absent because of sickness, injury, or disability may use accrued vacation leave only after accrued sick leave has been exhausted.
7. No employee shall be absent from work, unpaid, for non-medical or non-leave related time without first exhausting all of his/her vacation and personal days without the prior approval of the City Manager. For example, an employee cannot take a day off from work for personal reasons or vacation (not related to being sick or leave) without using a vacation or personal day unless all accumulated vacation/personal days have previously been used.
8. Compensation for vacation leave in lieu of time off shall not be granted, except in special circumstances approved by the City Manager.
9. The City Manager shall ensure that accurate records are kept for vacation leave allowance, vacation leave taken, and the current accrued leave for each employee.
10. An employee may carry over vacation time from one calendar year to the next in an amount up to the total amount of vacation time that he/she can accrue in the then current calendar year, based upon said employee's date of hire and number of years of City service.
11. Upon termination of employment, an employee shall be paid for any accrued/vested but unused vacation leave time. The employee shall be compensated at the hourly rate earned by the employee at the time of separation.
12. See Section D.11. for rules regarding times when employee does not accrue vacation time and Section D.12. for provisions regarding reimbursement for used but unaccrued leave.

D. Medical/Personal Leave

1. All full-time employees upon completing the initial ninety (90) day trial period shall receive eight (8) days medical leave credit per year. Employees shall accrue medical leave at the approximate rate of 1.23 hours per week beginning on the employee's hire date.
2. Medical leave credit may be utilized by employees when they are unable to perform their duties because of personal or family sickness or injury, medical, dental, or optical examinations, and/or treatments. All non-emergency medical leave and personal leave shall require specific prior written approval of the immediate supervisor.
  - a. The Department Head or Supervisor may require that the employee submit a statement from a medical doctor, or other health care professional, explaining his/her absences to the supervisor in the following situations:
    - (1) In the event of medical leave taken for any purpose for more than two (2) days; and,
    - (2) If the sick time is requested by an employee who has a record of repetitious usage of short amounts of sick leave over an extended period of time.
3. When an employee takes medical or personal leave, not previously approved by his/her immediate supervisor, his/her immediate supervisor or the City Manager shall be notified and the reason thereof as soon as possible. Failure to notify the supervisor or City Manager by 8:00 a.m. of the first day absent may be cause to disallow the use of paid medical or personal leave during the period of absence.
4. An employee with a medical/personal leave balance in excess of forty (40) hours may donate any or all such excess to an employee with a documented medical emergency who has exhausted all annual leave, medical/personal leave and any and all other leave previously accumulated. Such voluntary donation of excess of medical/personal leave shall be subject to the approval of and made on a form prescribed by the City Manager.

The donating employee must retain a medical/personal leave balance of not less than forty (40) hours, and shall not sell, offer to sell, bargain, exchange, transfer, or assign accumulated sick leave for any consideration or in any manner other than that authorized by this section.

A full-time or part-time employee with a medical emergency who has exhausted all annual leave, medical/personal leave, and any and all other accumulated leave may make application to the City Manager to receive a donation of medical/personal leave from another employee. Application

may be made on behalf of the employee by a personal representative of the employee in the event the employee's incapacity makes it difficult or impossible to make application on his or her own behalf.

The application shall be accompanied by a certification from one (1) or more physicians identifying and explaining the medical reasons that the employee will be unable to perform the duties and responsibilities of his position for ten (10) or more working days.

The City Manager may require additional medical evidence prior to approval or denial of acceptance of a medical/personal leave donation. An employee may request an extension of approved, donated medical/personal leave by presenting additional medical evidence to the City Manager.

At the end of each pay period while an employee is on donated leave, the City Manager (or his designee) shall credit that employee's medical/personal leave balance with the number of hours which would otherwise be considered leave without pay, and shall notify the donor that his/her leave balance has been reduced by that amount.

No employee on donated medical/personal leave shall be credited with leave in an amount in excess of the time of the documented medical emergency.

No person shall through his office of employment use any promise, exchange or influence to require an employee to donate excess medical/personal leave to any other employee.

For purposes of this Section, "medical emergency" shall mean an illness or injury of the employee or the employee's immediate family which require the employee's absence from duty for ten (10) or more consecutive working days. Alternatively, the employee's absence from duty must be for an extended period of time, intermittently or otherwise, for a medical condition; provided, however, the employee must receive approval from the City Commission for extended absences of non-consecutive working days.

A part-time employee (as defined) may be eligible to qualify for the donated leave in the discretion of the City Manager, but only for the number of hours he/she would normally be scheduled to work.

5. Regardless of any other provision in these policies to the contrary, no employee shall be paid for sick time if, by adding a sick day to the employee's previous time worked for the pay period, the total number of hours for which the employee would be paid during that pay period exceeds forty (40) hours. In the event the employee has worked less than

forty (40) hours during the pay period in which he/she requests the use of a sick day, the employee may use a sick day, or any number of hours less than a full sick day so that the employee's total hours worked during the pay period do not exceed forty (40) hours. However, an employee can not take more than one (1) sick day during any twenty-four hour period. If an employee has previously worked more than forty (40) hours during a pay period, prior to requesting a sick day, he/she shall not be eligible for a paid sick day, unless approved by the City Manager.

6. Medical leave may be accumulated and carried over from year to year up to one hundred eighty (180) days but shall be forfeited upon severance of employment with the City.
7. Absences as a result of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and with the approval of the immediate supervisor, be charged to vacation leave.
8. A temporary leave of absence may be granted by the City Commission under special circumstances. In such event, the employee may be eligible to come back as an employee of the City without interruption of his benefits and/or seniority. Leaves of absence must be pre-approved.
9. Personal Leave. Employees may accumulate personal leave as an incentive for not using sick days unnecessarily. Personal days shall be accumulated as follows:
  - (a) For this section, a year is divided into two time periods:  
January 1 - June 30 and July 1 - December 31.
  - (b) An employee that successfully completes one entire time period above without using a sick day accumulates one personal day.
  - (c) An employee that successfully completes two complete, consecutive time periods accumulates two (2) days in addition to the one day for a total of three (3) days.
  - (d) For every successive six (6) month time period after completing (c) above in which an employee does not use a sick day, the employee will accumulate two (2) additional personal days.
  - (e) However, if an employee uses a sick day during either period of the year set forth in (a) above, the employee begins a new accumulatory personal leave in accordance with section (b) above.
  - (f) Personal Days will be awarded on January 1 and July 1 according to the following formula:
    - (1) if no sick time was taken within the previous 6 months = 1 day;
    - (2) if no sick time was taken in the previous 12 months = 2 additional days; and,
    - (3) two (2) additional personal days for each successive six (6) months time period with no sick time taken.

- (g) Personal leave may be accumulated and carried over from year to year but shall be forfeited upon severance of employment with the City.
- 10. No employee shall be compensated for any accumulated and unused medical/personal leave time upon separation from employment.
- 11. With regard to vacation and sick time accrual (Sections IV.C. and D. of these policies), an employee shall not accrue sick or vacation time in any pay period in which he/she is:
  - a. on approved leave of absence without pay for more than half of the working days;
  - b. suspended for more than half of the working days; or
  - c. on unapproved absence without leave for two or more working days.
- 12. Also with regard to vacation and sick time accrual (Sections IV.C. and D. of these policies), if an employee is granted leave in excess of his/her accrued and earned leave i.e. prior to earning the leave time (only with approval of the City Manager) and the employee separates employment with the City prior to accruing/earning the leave time used so that there is a deficit in accrued leave time, the employee shall repay the City for the amount of the unaccrued leave time deficit as of the time of employee's separation of employment. The employee agrees to allow City to withhold any amounts due and owing to City out of any wages then due and owing to employee through a pay reduction to reflect accurate tax and benefit deductions. If full reimbursement by employee is not attainable by and through a pay reduction as set forth herein, the employee and the Human Resources Director or Finance Director will determine a mutually agreeable repayment period, not to exceed six (6) months. Any failure by the employee to reimburse the City shall be entered into the employee's personnel records, which could affect his/her re-employment rights as well as future references requested by other potential employers. The City also reserves the right to pursue all other legal remedies in order to recover any amounts due and owing to the City by employee.

E. Family/Medical Leave

- 1. Full-time employees who have worked for the City for a total of twelve (12) months within the past seven (7) years prior to the leave, unless the break in service is due to an employee's fulfillment of military obligations, and worked at least 1,250 hours over the previous twelve (12) months immediately preceding FMLA leave, may request a family/medical leave of absence for up to twelve (12) weeks of unpaid leave for the following

reasons:

- a. Birth and care of a child
  - b. Adoption or foster care of a child
  - c. Need to care for an employee's spouse, son, daughter, or parent who has a serious health condition
  - d. When the employee is unable to work because of a serious health condition, or
  - e. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of contingency operation. (Leave may be granted up to 26 weeks under this Section E if the leave is necessary to care for a covered service member with a serious injury or illness.)
2. Employees requesting a family/medical leave of absence must submit a written request at least thirty (30) days prior to the desired beginning of the leave of absence unless it is a medical emergency or an unforeseeable event, in which case the employee shall provide notice as soon as is practicable under the facts and circumstances of the particular case. Provided, however, that the supervisor, department head, or City Manager may require an explanation as to why thirty (30) days' notice was not provided. The immediate supervisor or the City Manager may request a physician's statement certifying the reason and need for the family medical leave.
  3. Employees on approved family/medical leave of absence will be required to use any accumulated sick, vacation, personal time, compensatory leave time or other paid leave to the extent available during the FMLA leave period, unless such leave is covered by workers' compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of the employee's total accumulated leave will be treated as leave without pay.
  4. The City will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution for any portion of the health care premiums that are not paid by the City. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the City for the cost of premiums paid for maintaining coverage during the leave period unless the employee's failure to return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave or caused by other circumstances beyond the employee's control (as set forth or defined by applicable law). All other benefits cease to accrue during the unpaid portion of the leave. An employee who returns to work for at least thirty (30) calendar days after



the leave period shall be considered to have returned to work. The City reserves the right to pursue all legal remedies in order to recover the premiums paid on the employee's behalf by the City.

5. When it becomes known that an employee is not returning to employment, leave entitlement shall expire, and the employee shall be eligible to apply for continued health benefits through COBRA. Any delinquent health benefit premiums for coverage received prior to eligibility for COBRA coverage must be paid by the end of the month in which COBRA benefits are requested in writing by the former employee.
5. Employees may be required to support their claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition, by providing, in a timely manner, a certification from the appropriate health care provider. Certification should include a statement that a serious health condition prevented/prevents an employee from being able to perform the functions of his/her position on the date that the leave expired or that he/she is needed to care for a family member who has a serious health condition on the date that the employee's leave expired.

F. Funeral Leave

1. All full-time employees may be granted up to three (3) working days off without loss of pay in case of death in the immediate family. For the purpose of funeral leave, immediate family shall include parents, persons in loco parentis, grandparents, grandchildren, spouse, brothers, sisters, children, and father/mother-in law.
2. Leave without pay for the death of other relatives or personal friends shall be limited to one work day or a reasonable extension of time at the discretion of the City Manager.

G. Military Leave.

1. Policy. In accordance with KRS 61.394, any employee who is a member of the Kentucky National Guard or any reserve component of the armed forces of the United States shall receive full pay while in the performance of duty or training in the service of the state or nation under competent orders, not to exceed 21 calendar days or 15 working days (based upon a five-day work week). If leave is not utilized within the federal fiscal year, the leave may be rolled over to the next year. Any unused military leave shall expire two years after it has accrued. There shall be no loss of service or benefits while the employee is on approved military leave. Leave shall be earned and used on the federal fiscal year, which starts October 1 and ends September 30.

Leave exceeding this limit may be charged to accumulated vacation, holidays (if applicable), or personal days, or the employee may elect to take leave without pay.

Employees on short term military leave (not active duty), including related leave without pay, shall continue to accrue vacation, sick and holiday leave.

2. Procedure. An employee required to report for military training shall show the appropriate orders to his supervisor. A leave request shall be completed and submitted noting the absence to be charged to military leave, leave without pay, or accrued leave in the event that the absence will exceed the allowed limit.

#### H. Voting Leave

Any person eligible to vote at any election in this state shall upon request and prior approval be entitled to leave for a period of time necessary to vote, not to exceed four (4) hours, without pay, on the day of the election between the time of opening and closing of the polls.

#### I. Jury Duty/Court Leave

An employee may be eligible for jury duty/court leave in accordance with the following:

1. In the event an employee is requested to serve on a jury, he/she shall be compensated at the normal rate of pay while serving on jury duty. In that event, he or she forfeits his or her jury pay to the City. All employees serving on jury duty shall be absent from work only during the times required by the court.
2. An employee involved in a personal case, either as a plaintiff or defendant, in a suit not resulting from duties performed on behalf of the City, may be granted leave, provided such leave is deducted from the employee's accrued vacation time or classified as leave without pay.

#### J. Insurance

##### 1. Group Health Insurance

- a. Health insurance is available to all full-time City employees, except retired police officers hired by the City pursuant to KRS 95.022, on the 1<sup>st</sup> day of the month following date of hire. Effective July 1, 2017, the employee's spouse and family shall be eligible to have health insurance coverage from the City under the

terms set forth herein beginning on the 1<sup>st</sup> day of the month following the date of hire. In addition, beginning July 1, 2017, all existing employees shall be eligible for spouse and family coverage under the terms set forth herein. The City requires any spouse of an employee to accept his/her employer's plan before being eligible to also be covered by the City's plan. In other words, the City's health insurance coverage is secondary to the spouse's health insurance coverage. The employee shall file with the City Manager or his/her designee a form/certificate setting forth whether or not the employee's spouse has insurance coverage available through his or her employer. Further, should insurance coverage become available to an employee's spouse through his/her employment, the employee shall notify the City Manager or his/her designee immediately so that the City's and employee's insurance plan can be updated accordingly. All employees understand and acknowledge that the falsification of this form/certificate or breach of the duty to notify the City Manager or his/her designee will subject the employee to the responsibility of paying back, to the City of Franklin, all premiums paid on behalf of any spouse, and will be considered a material misrepresentation regarding the employee's employment which may result in termination of said employee. Absent a City employee's spouse having insurance coverage through his/her employer, the City will pay its share of the cost of family coverage, less the employee contribution or costs associated with a spouse having primary coverage through another source, beginning as soon as practicable following the open enrollment period nearest to the employee's three (3) year anniversary of his/her date of hire. It shall be the responsibility of the employee to notify the Personnel Director prior to the end of said open enrollment period.

*(June 10, 2013 revision)*

- b. The City will continue to pay its portion of the premium for the single plan for full-time employees absent due to illness or injury (including Worker's Compensation) for a period of six (6) months provided the employee continues to pay his/her portion. Upon the expiration of the six (6) month period, the employee may continue his/her coverage while off work if the employee pays one hundred percent (100%) of the premium in accordance with applicable law.
2. After the completion of the initial ninety (90) days of employment or the date upon which the coverages become available from the insurance provider, whichever date is later, all full-time employees shall be provided accidental death and dismemberment, term life insurance of up to two times their annual salary, and single dental insurance paid for by the City. Provided, however, that the benefits provided under this Paragraph VI.J.2. are subject to the terms and conditions of any policy of insurance which

the City procures to provide coverage for these benefits. If there is any discrepancy between the language in this paragraph and the language or coverage in the policy of insurance in effect at the time of any discrepancy, the language or coverage provided in the policy of insurance shall control.

3. Health Insurance can be made available to all elected officials or officers of the City who are not otherwise covered by the above classifications if he/she qualifies for coverage under the terms of the then existing health insurance plan/policy. Any such official who elects to be covered by the City's health insurance carrier shall be responsible for the entire premium for either a single plan or family plan unless health insurance coverage is paid by the City pursuant to a contractual obligation or federal, state or local laws, rules, regulations and/or ordinances.
4. Workers' Compensation Insurance is provided to all employees which provides medical and hospitalization expense benefits as well as partial payments in lieu of salary for workers injured on the job. The City pays one hundred percent (100%) of this form of insurance. Eligibility begins on the first day of employment. Workers' Compensation benefits are governed by state law. If an employee is injured in connection with employment, regardless of the severity of the injury, the employee shall immediately notify his or her immediate supervisor, the Human Resources/Personnel Director or the City Manager, shall notify his/her supervisor of any work-related injury within twenty-four (24) hours of injury who will see to necessary medical attention and assist in the completion of any required reports, including the First Report of Injury Form. In any case of serious injury, employees are required to receive prompt medical attention by a physician. Employees, supervisors and/or the Human Resources/Personnel Director shall contact the City Manager to report all work-related accidents and injuries.
6. All employees are covered under unemployment insurance. The City of Franklin pays one hundred percent (100%) of the cost for this coverage. An individual who terminates his/her employment with the City may or may not be eligible to receive payments under this program, depending upon the circumstances involved in the termination.
7. The City will comply with federal regulations under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any additional amendments designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates where the coverage would otherwise cease, such as upon termination of employment, death of the employee, divorce, or a child ceases to be a qualified beneficiary. The premium for this continuation shall be the sole responsibility of the employee or dependent, unless otherwise provided for by law. Coverage is not automatic and employees and/or their eligible dependents must make an

affirmative election before the coverage will begin. More detailed information regarding the continuation of health insurance coverage under COBRA may be obtained by going to the U. S. Department of Labor website.

K. Social Security

The City and the employee both contribute to the Social Security program at rates specified by the United States Government.

L. County Employee Retirement System (CERS)

Effective for all employees hired after January 1, 1985, all employees, except retired police officers hired by the City pursuant to KRS 95.022, must participate in the County Employees Retirement System. No other retirement benefits will be approved by the Commission.

M. Education Assistance/Career Development

Employees of the City of Franklin are encouraged to participate in in-service and/or educational programs that will enhance career development. For further information about these programs, full-time employees need to check in advance with the City Manager.

N. City Vehicles

City vehicles are for official City use only. They, along with City-owned equipment, tools, facilities or materials shall not be used for personal use. Employees violating this section will be subject to appropriate disciplinary action. In order for a non-sworn employee to qualify to have a fleet or take-home vehicle, the use of the vehicle by the employee must be approved by the City Manager. Further, the non-sworn employee shall not be eligible for a take home vehicle unless the employee resides not more than thirty (30) minutes in travel time (obeying all traffic rules and regulations) from Franklin City Hall. For sworn employees (police officers) rules relating to fleet/take home vehicles, refer to Section 1, Chapter 23.1 of the Franklin Police Department Policies and Procedures Manual.

O. Uniforms

Whenever the wearing of uniforms and accessories, or other special clothing is required, the City will provide them. The City will replace at its expense all clothing and accessories damaged, lost, or destroyed in the course of duty. An employee issued uniforms and accessories or other special clothing must return the items upon leaving the City's employment. Failure to do so will require reimbursement to the City by the employee for the items with said reimbursement being derived by the City from any source including, but not limited to the employee's pay check.

P. Review

The City Manager shall review the benefits offered to city employees on an annual basis and shall make recommendations regarding the continuance or modification of benefits subject to approval by the City Commission.

**VII MASTER CLASSIFICATION OF POSITIONS BY RANGES AND GRADES, SALARY/PAY COMPENSATION PLAN AND PERSONNEL SYSTEM**

The Master Classification Plan of positions by ranges and grades has been approved by the City Manager and City Commission as a guideline for the employee to ascertain his/her status in the City as well as for the City to use for guidance in promoting, demoting, or transferring employees. The Master Classification Plan is attached hereto and incorporated herein by reference. This Plan may be changed from time to time by the City Manager with approval from the City Commission. To obtain the most recent update to the Plan, employees should contact the Personnel Director.

**VIII MODIFIED DUTY POLICY**

In order to assist an employee during rehabilitation and/or recovery from a work-related or nonwork-related injury, an attempt will be made to provide a modified work duty assignment that meets the employee's physical restrictions as **stated by the physician**. Modified duty assignments will vary by City department; however, each department is provided the authority and the capability to provide modified duty assignments that meet physician restrictions up to and including sedentary work.

The City will attempt to provide the employee with a modified duty assignment until the employee is returned to full duty status by his/her physician. The decision for assigning modified duty may be dependent upon:

- a. the nature of the employee's physical restrictions as prescribed by the physician;
- b. the availability of work that meets the physician's prescribed restrictions and whether or not the City can reasonably accommodate said restrictions; and
- c. the expected length of time the employee will be subject to physician prescribed restrictions.

Employees on modified duty shall follow up with their physician as prescribed, obtain physician-written return to work instructions and provide the instructions to their immediate supervisor. All written return to work instructions are to be sent to the Department Head and the Human Resources Director. Modified duty will be limited to ninety (90) days unless a physician indicates a need for physical restrictions to be extended, and only if the extended time is expected to be no more than an additional ninety (90) days. After an employee has been on modified duty for one hundred eighty (180) days, the City Manager, Human Resources Director and Department Head may

review the case, and if warranted, approve modified duty time past 180 days.

Reasonable accommodations will be made for employees who, after an injury, meet the ADA's definition of "disabled." Any injured employee who is offered a modified duty position meeting their physician's prescribed restrictions and refuses to work the modified duty position may be denied workers' compensation benefits (if work-related), and may be subject to disciplinary action up to and including termination. Vacation and sick leave will continue to be earned by the employee while in modified duty, provided the employee works the number of hours required for earning accrued leave. While on modified duty, the employee is not eligible to work overtime or more hours than normally scheduled. An employee on modified duty may not work off-duty employment unless approved by the City Manager and Department Head.

An employee on modified duty may not use accrued sick leave for an absence that is due to a work-related injury. If an employee on modified duty requests absence from work due to a work-related injury for which they have been placed on modified duty, the employee will be required to return to their treating physician and obtain a written return to work statement. Work related injuries requiring an absence will only be approved if accompanied by a return to work statement indicating the need for such absence.

Injury leave benefits or workers' compensation benefits will be provided for any work-related injury in which the employee is unable to return to work in a modified duty role. In addition, an employee who experiences a nonwork-related injury may request a Family/Medical Leave of Absence if he/she meets the criteria defined in this policy.

Reporting Procedures: The Department Head or designee will ensure all work-related injuries are immediately reported to the Human Resources Director and all required documents are completed and disseminated as stated in the City of Franklin Personnel Policies and Procedures Manual.

Return to Work: The City will make every attempt to provide an injured employee with the opportunity to return to work after experiencing an injury.

- a. Work-Related: The City will hold open an employee's position until the employee either is released by the attending physician to return to work, returns to work, or has reached maximum medical improvement. If an employee who has reached maximum medical improvement is unable to return to work at his pre-injury position, the employee may use remaining sick, vacation, personal and any available family/medical leave to extend employment. Remaining sick leave is defined as any additional sick days that exceed those that would have been utilized during the time the employee was covered by workers' compensation. After exhausting accrued sick, vacation, personal and any available family/medical leave, the employee may be dismissed from employment.

The City may require physician certification that an employee is able to resume work, and may require subsequent recertification on a reasonable basis. If an employee is on injury leave or modified duty for more than sixty (60) consecutive

calendar days, the City may require a “return to duty” physical evaluation performed by an occupational health service provider, and/or physician review, in order to return the employee to full duty.

If an employee is dismissed but is later certified able to work, he/she would be required to reapply for the position he/she held prior to injury or, if that position has been filled, for any other available position for which he/she is qualified.

- b. Nonwork-Related: See section of policy regarding Family/Medical Leave.

Penalties: If a person commits a fraudulent insurance act, he shall be subject to immediate termination and potential prosecution.

## **VIII. TOBACCO-FREE/SMOKE-FREE POLICY**

### **A. PURPOSE**

Due to the acknowledged health hazards arising from exposure to secondhand smoke (SHS) and other tobacco products, it is the policy of the City of Franklin to provide a tobacco-free/smoke-free environment for employees, clients, visitors and vendors.

### **B. POLICY**

The use of any tobacco product is prohibited by employees, clients, visitors and vendors on property that is owned, operated, leased, occupied, or controlled by the City of Franklin, including personal and company vehicles in these areas. This policy applies to all City of Franklin work sites. The tobacco-free/smoke-free grounds policy applies to all employees of the City of Franklin.

### **C. EFFECTIVE DATES**

The Smoke-Free portion of the policy will become effective January 1, 2017, and the Tobacco-Free portion of the policy will become effective July 1, 2017.

### **D. DEFINITIONS**

1. Smoking: inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, electronic cigarette, or pipe.
2. Tobacco Products: all forms of tobacco, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, and smokeless tobacco products. Nicotine Replacement Therapy (NRT) products approved by the Federal Drug Administration (FDA) are not considered a tobacco product.



3. Property: buildings and structures, grounds, parking lots, equipment and vehicles.
4. Employee: Any person who is employed by the City of Franklin.
5. Client: Any person who seeks or receives services from the City of Franklin.
6. Visitors: Any person who is not an employee of the City of Franklin who comes to visit or meet with a staff person, to seek advice, to receive materials, to provide presentations/trainings, or to attend a meeting or class or is on City of Franklin property for any other reason.
7. Vendors: Any person who delivers goods, supplies or seeks to set up services, whether a contract is in place or not.

#### **E. EXCEPTIONS**

The only exception to these prohibitions is that smoking may be allowed at the discretion of Police Officers within designated interview and interrogation rooms with the condition that the doors to those rooms remain closed to prevent the spread of smoke to other parts of the building.

#### **F. PROCEDURES**

1. Each City of Franklin Department site will have approved tobacco-free/smoke-free grounds signs posted in parking lots, on entrance doors and inside the building.
2. Staff will inform clients, visitors and vendors of the tobacco-free policy at the time of an appointment. Clients, visitors and vendors in violation of the policy will be reminded of the policy politely. If the problem persists they will be asked to leave the property.
3. Any problems with enforcement or adherence to this policy should be brought to the attention of the appropriate supervisor and handled through the normal chain-of-command. Employees who violate this policy will be subject to the same disciplinary actions that accompany infractions of other department policies, up to and including termination of employment.
4. Information concerning tobacco cessation for employees is available from Human Resources.

### **IX COMPUTER, EMAIL AND INTERNET ~~USE~~-POLICY**

The City of Franklin recognizes that use of the Internet and e-mail has many benefits and

can make workplace communication more efficient and effective. Therefore, employees are encouraged to use the Internet and e-mail systems appropriately. Unacceptable use of the Internet and e-mail can place the City and others at risk. This policy outlines the City of Franklin's guidelines for acceptable use of the Internet and e-mail.

### **Scope**

This policy must be followed in conjunction with other City of Franklin policies governing appropriate workplace conduct and behavior. The City complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws.

### **Use Guidelines**

The City of Franklin has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical and professional manner.

1. All technology provided by the City of Franklin, including computer systems, communications networks, company-related work records and other information stored electronically, is the property of the City and not the employee. In general, use of the City's technology systems and electronic communications should be job-related and not for personal convenience.
2. Employees may not use the City of Franklin's Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.
3. Disparaging, abusive, profane or offensive language; materials that might adversely or negatively reflect on the City of Franklin or be contrary to its legitimate business interests; and any illegal activities—including, but not limited to piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.
4. Copyrighted materials belonging to entities other than the City of Franklin may not be transmitted by employees on the city's network without permission of the copyright holder. Employees must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only. Saving copyright-protected information to a network drive without permission is prohibited. Sharing the URL (uniform resource locator or "address") of an Internet site with other interested persons for work related reasons is permitted.
5. Employees may not use the system in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and "spamming" (sending e-mail to thousands of users.)

6. To prevent contamination of the City of Franklin's technology and communications equipment and systems by harmful computer viruses, downloaded files should be checked for possible infection through the IT department. Also, given that many browser add-on packages (called "plug-ins") may not be compatible with other programs and may cause problems for the systems, downloading plug-ins is prohibited without prior permission from IT.
7. Every employee of the City of Franklin is responsible for the content of all text, audio or image files that he or she places or sends over the company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. The City's identity is attached to all outgoing e-mail communications, which should reflect City values and appropriate workplace language and conduct.
8. E-mail and other electronic communications transmitted by City equipment, systems and networks are not private or confidential, and they are the property of the City of Franklin. Employees should not have an expectation of privacy in anything they create, store, receive, or send on the City's email system, intranet, or internet computer system or any City provided device. The City, in its discretion as the owner of devices, computers, intranet and internet systems, reserves and may exercise the right to monitor, access, retrieve and/or delete any matter or information stored in, created, received, viewed, or sent over the computer system or with the provided equipment or devices for any reason with or without the permission of the employee. Employees using the City's electronic devices or systems expressly consent to the City's monitoring of their activities.
9. Internal and external e-mail, voice mail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

### **Consequences for Misuse**

All City-supplied technology, including computer systems, equipment and work-related work records, belongs to the City of Franklin and not to the employee user. Employees understand the City routinely monitors use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such City property as set forth more specifically above.

Because all the computer systems and software, as well as e-mail and Internet connections, are the property of the City of Franklin, all City policies apply to their use and are in effect at all times. Any employee who abuses the City-provided access to e-mail, the internet, intranet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state or local laws. In addition, illegal activities may result in prosecution by legal authorities.

## **Reporting a Violation or Misuse of Electronic Systems, Devices or Technology**

Once a computer, electronic device, system or technology violation is identified, the Human Resources Director or City Manager shall be notified. The City Manager or Human Resources Director shall then notify the appropriate department head to initiate an investigation. Based upon the findings of the investigation, the City Manager or City Attorney shall recommend a course of action in accordance with the applicable policies based upon the severity of the incident, the precedence set by prior violations of a similar nature and any other relevant factors. Disciplinary action may include temporary or permanent termination of access to email, internet, intranet or loss of the use of any or all of the City's provided electronic devices. In addition, disciplinary action in accordance with these personnel policies up to or including termination may be included.

## **Electronic Communications, Email and Social Media Use Policies**

Specific policies relating to the use of electronic communications, email, and social media use are contained in the City of Franklin Email, Social Media and Electronic Communications Policy contained and adopted in a separate policy manual.

## **Questions Regarding the Use of City of Franklin Technology**

If you have questions regarding the appropriate use of electronic communications equipment or systems, including e-mail and the Internet, please contact your supervisor, City Manager or the IT department.

## **X. SEXUAL AND NONSEXUAL HARASSMENT**

1. Sexual and nonsexual harassment of any kind is absolutely prohibited and will not be tolerated. Sexual and nonsexual harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive and illegal.
2. Sexual harassment on the job is employment discrimination within the meaning of Title VII of the federal Civil Rights Act of 1964 and KRS Chapter 344. In general, sexual harassment means any unwelcome or offensive sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, either by a supervisor, fellow employee, or a person other than an employee who has contact with city employees. Sexual harassment is unacceptable and is prohibited at work and in work-related settings, such as business trips, business-related meetings, conferences, and employee-related social events. Behavior that constitutes sexual harassment includes, but is not limited to:
  - a. Deliberate, repeated, or unsolicited verbal comments, gestures, or physical actions of a sexual nature toward another employee.
  - b. Approval, recommendation of, or refusal to take any personnel action with respect to an employee or applicant because of:
    - (i) the employee's or applicant's rejection of sexual advances, demands,

- favours, or sexual activity; or
- (ii) the employee's or applicant's report of a sexual advance or demand for sexual activity.
- c. Explicit or implicit promises of preferential treatment with regard to an individual's employment status in return for sexual favours or sexual activity.
  - d. Exercise or attempted exercise of the power or authority of one's position to control, influence, or affect the career, salary, job, or other employment conditions of an employee or applicant in exchange for sexual favours.
  - e. Repeated sexual jokes, flirtations, advances or propositions.
  - f. Graphic verbal commentary about an individual's body, sexual prowess or sexual deficiencies.
  - g. Leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive, insulting or obscene comments or gestures.
  - h. The display in the workplace of sexually suggestive objects, pictures or reading material.
- 3. Any conduct that is intimidating or hostile and interferes with an employee's work performance is prohibited and will not be tolerated. This includes harassment because of an individual's race, religion, color, national origin, sex, sexual orientation, gender identity or expression, pregnancy, childbirth, pregnancy/childbirth related medical conditions, genetic makeup, age, disability, veteran or family status, or because the employee is a smoker or nonsmoker.
  - 4. Any employee who believes he or she has been subjected to sexual or nonsexual harassment should report the incident promptly to one of the following: his or her immediate supervisor, the City Manager, the City Attorney, the Human Resources/Personnel Director, or any other supervisor with whom the employee feels comfortable discussing the matter. Employees are encouraged to make prompt reports of the incident to ensure timely response and for remedial measures to be implemented, if necessary. However, all reports of sexual and nonsexual harassment shall be reviewed and investigated regardless of when the alleged misconduct occurred.
    - a. All reports of sexual or nonsexual harassment shall be reduced to writing by the reporting employee or by the person receiving the report. The report shall be signed by the complaining employee. All complaints will be kept confidential to the extent feasible and appropriate under the circumstances. The City Manager may inform the Board of City Commissioners of the receipt of the complaint and the substantive contents of the complaint without disclosing the names of the parties involved.

- b. All reports of sexual and nonsexual harassment will be investigated promptly following the receipt of an incident report. The report will be investigated by the City Attorney or one (1) or more members of the management staff designated by the City Manager. The results of the investigation will be communicated to the complainant and to the alleged offender. Any employee found to have engaged in misconduct constituting sexual or nonsexual harassment will be disciplined, up to and including dismissal. In addition, the City may take other steps in order to correct and prevent future incidents from occurring.
  - c. If the investigation results in a finding that any form of harassment has occurred in the City of Franklin's workplace, the City Manager shall provide the Board of City Commissioners with a copy of the written report and/or an update of the action taken by management as a result of the finding. The Board of City Commissioners may recommend additional action or may refer the findings back to the City Manager for additional consideration and action. If the investigation results in a finding that harassment did not occur, the City Manager shall communicate the findings to the Board of City Commissioners and provide any additional information requested by the Board of City Commissioners.
  - d. An employee making a report under this policy will not be discriminated against or be subject to retaliation in any way for having made the report. If an employee suffers any discrimination or retaliation for making a report, the employee should immediately alert a member of management. Any person found to have discriminated or retaliated against an employee who makes a report shall be subject to disciplinary action, up to and including dismissal.
  - e. Any complaint involving the City Manager shall be submitted to the City Attorney or the Mayor, who shall inform the Board of City Commissioners about the complaint. The Board of City Commissioners shall determine the course of the investigation and the proper method to address the complaint.
5. The City of Franklin recognizes that the question of whether a particular course of conduct constitutes sexual or nonsexual harassment requires a factual determination. The City of Franklin also recognizes also that false accusations of sexual or nonsexual harassment can have serious effects on innocent parties. If an investigation results in a finding that a person who has accused another of sexual or nonsexual harassment has maliciously or recklessly made a false accusation, the accuser will be subject to appropriate sanctions, including a discharge.
6. Nothing in this policy should be construed as eliminating any employee's rights under Title VII of the Civil Rights Act of 1964, as amended, or under KRS Chapter 344.

## **XI. GRIEVANCE PROCEDURE**

Any grievance, including but not limited to ~~a complaint for sexual harassment or other forms of discrimination, or a~~ dispute which may arise from employment with the City, shall be resolved in the following manner:

A. Step One

1. The aggrieved employee shall present the complaint/grievance to his/her immediate supervisor within five (5) working days of its occurrence or within five (5) working days of knowledge of its occurrence.
2. The complaint/grievance (and all subsequent appeals) shall be in writing and shall set forth the reasons and grounds for the complaint/grievance along with a statement of the relief sought. The supervisor shall attempt to resolve the matter and shall respond to the employee in writing within ten (10) working days.
3. If the complaint/grievance is with the supervisor, the aggrieved employee will begin the grievance procedure at Step Two and the supervisor's written response is not required.

B. Step Two

1. If the complaint/grievance is with the supervisor or is not resolved by the supervisor to the employee's satisfaction, it may then be presented by the aggrieved employee to the Department Manager within five (5) working days of its occurrence or knowledge of its occurrence if with the supervisor or after receiving the supervisor's written response.
2. The Department Manager shall consider the grievance and respond to the employee, in writing, within ten (10) working days, excluding the date the grievance is received.

C. Step Three

1. If the grievance remains unresolved or if the grievance is with the Department Manager, it shall then be presented in writing, by the aggrieved employee to the City Manager within five (5) working days after receiving the department manager's written response.
2. The City Manager shall review the grievance within five (5) working days and may conduct additional investigation, if necessary. The City Manager shall respond in writing to the aggrieved employee within fifteen (15) working days, excluding the day it is received.
3. If the decision of the City Manager does not satisfy the employee, he/she may request, in writing, a hearing before the City Commission within five (5) working days of the City Manager's decision.

D. Step Four

1. The City Commission shall review the grievance and may in its discretion conduct a hearing. The Commission's decision shall be presented in writing within five (5) working days of its review or hearing.
  2. The decision of the City Commission is final.
  3. These procedures shall not apply to police and fire personnel. Further, any complaints/grievances involving sexual or nonsexual harassment shall be handled/administered in accordance with Section X hereinabove.
3. \_\_\_\_\_

## **XII. SEVERABILITY AND MODIFICATIONS**

- A. If any provision of these policies and procedures, classification plan, or compensation plan, or their subsequent application is held invalid, such invalidation shall not affect the remainder of these provisions or their application.
- B. If any provision of these policies and procedures, classification plan, or compensation plan, or their subsequent application is in contradiction to, or modified by any state or federal law or regulation, the terms of said law or regulation shall govern.
- C. The guidelines set forth in these personnel policies and procedures are not intended to create any contractual obligation on the part of the City and may be changed upon recommendation of the City Manager and approval by the City Commission without notice to the employee.



### **CERTIFICATION OF RECEIPT AND ACKNOWLEDGEMENT FORM**

I understand that, d~~During my~~your first one hundred eighty (180) days working for the  
City~~here~~ (one (1) year for police department employees), I~~you~~ will be an  
introductory/probationary employee on a trial period. I understand that t~~This is expected to be a~~  
period of adjustment and learning, and is~~. This period should also be considered an employment~~  
test. I understand that I~~You~~ am~~are~~ not guaranteed employment during the  
introductory/probationary trial period, nor am I~~re you~~ guaranteed employment upon the  
completion of the~~your~~ trial/probationary period.

I further understand that T~~these~~ personnel policies are not a contract of employment,  
express or implied, and that my employment is at-will, for no specific period of time and may be  
terminated at any time by me or the City. No officer, manager, or other representative has any  
authority to enter into any agreement, oral or written, for employment for any specified period of  
time, or to make any agreement contrary to the foregoing unless it is approved by action of the  
Board of City Commissioners. Any individual may voluntarily leave employment and may be  
terminated by the City at any time and for any reason. Any oral or written statements or  
promises to the contrary are hereby expressly disavowed and should not be relied upon by any  
prospective or existing employee.

I further understand that the City of Franklin is an Equal Opportunity Employer. As  
outlined in the City of Franklin's Personnel Policies, it is the City's policy to afford equal  
employment opportunity to all qualified persons regardless of race, color, religion, age, sex,  
sexual orientation, gender identity, pregnancy, childbirth, pregnancy/child birth related medical  
conditions, genetic makeup, national origin, disability, veteran or family status, an individual's  
status as a smoker or nonsmoker, or any other status or condition protected by applicable local,  
state or federal laws, except where a bona fide occupational qualification applies. I understand  
any questions about this policy should be directed to my supervisor or any supervisor or  
management staff.

I further understand that T~~the~~ contents of these policies are subject to change at any time  
at the discretion of the City without any notice. I understand that the~~The~~ City shall endeavor to  
provide a copy of any and all changes to this~~is~~ Policies and Procedures Manual to me~~you~~ at the  
time the changes are implemented. However, if I~~am you~~ are absent from work or do not check

incoming memorandums, ~~I~~you could miss important changes. If ~~I~~you have any questions with regard to this manual or if ~~I~~you would like a complete, updated copy of the manual, I am to contact the Human Resources/Personnel Director~~please contact the Personnel Director~~ at City Hall.

~~It is your responsibility to be familiar with the contents of this manual. Its contents will help guide you toward job behavior which reflects credit upon you and the City of Franklin, Kentucky.~~

———~~I~~ certify that I have received ~~and read~~ a copy of the Personnel Policies and Procedures of the City of Franklin and have read and fully understand the contents.

Employee name (Printed) \_\_\_\_\_

Signature \_\_\_\_\_ -Date Date  
\_\_\_\_\_



## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: Shaunna R. Cornwell, Director of Finance  
DATE: June 10, 2019  
SUBJECT: Memo to Commission Regarding Worker's Compensation Bid

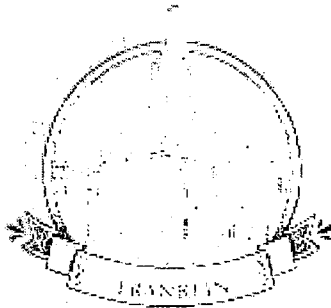
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In May 2019 the City issued a Request for Proposal for our Worker's Compensation Insurance. We received the following bids:

Coverage	Franklin Ins KLC	Franklin Ins KEMI	Higgins Travelers	Higgins BITCO	Gallagher Brickstreet
Worker's Compensation	64,025.00	61,471.00	61,300.00	59,872.00	71,170.00
Ky Surcharge	4,104.00	3,940.29	3,929.33	3,837.80	4,562.00
	68,129.00	65,411.29	65,229.33	63,709.80	75,732.00
Less: Safety Grant	3,000.00	-	-	-	-
	65,129.00	65,411.29	65,229.33	63,709.80	75,732.00

After a thorough review of all proposals by myself, the City Attorney and the City Manager, we would like to propose that the Worker's Compensation Insurance Bid be awarded to the Kentucky League of Cities.

**Proposed Motion:** We recommend awarding this bid to KLC, the lowest and best responsive and responsible bidder, and authorize the Mayor to sign all documents related to the award of this bid.



June 6, 2019

## Memorandum

To: Mayor Larry Dixon  
Commissioner Brownie Bennett  
Commissioner Jamie Powell  
Commissioner Wendell Stewart  
Commissioner Herbert Williams

From: Rita Vaughn, Personnel Director

Re: Discussion and/or Possible Action Regarding Employee Health, Vision and Dental Insurance

The City of Franklin employee group health and voluntary vision insurance is currently provided by Anthem, and our employee dental insurance is currently through DentaSelect Plus. This year, along with our renewal rates, Kelly Harding presented the opportunity for us to continue with Anthem for our health and vision insurance, and return to Delta Dental for our employee dental insurance, through Kentucky League of Cities Association. In doing so, we will have access to their Benefits Administration Portal, which will allow us to enter employee information and updates one time, and that information will be processed for health, vision, and dental insurance. We will only receive one bill from the Association for all three insurance benefits. COBRA administration is included, and our employees will have access to their Healthiest You /Teledoc, and Employee Assistance Plan at no additional cost. We will continue to use McGregor and Associates to administer the additional HRA and FSA benefits.

It is our recommendation to award the employee health and voluntary vision insurance to Anthem, and the employee dental insurance to Delta Dental, through the Kentucky League of Cities Association. I have attached summary sheets for health insurance, including HRA, vision and dental insurance which include the monthly costs.

If approved, we will need a motion to award the employee health and voluntary vision insurance to Anthem, and the employee dental insurance to Delta Dental, through the Kentucky League of Cities Association for fiscal year 2019 – 2020; and to continue to utilize the services of McGregor and Associates for the additional HRA and FSA benefits.

# City of Franklin 2019 HRA Illustration

Revised Renewal 2020

		Total Premium -HSAE-	Anthem HRA Funds Provided	Employer HRA Funds Provided	Total Monthly Cost	Suggested Employee Monthly Cost	Suggested Employee PPD Cost	Suggested Employee PPD Cost (Bracking)
Employee	36	\$262.87	\$41.87	\$20.85	\$700.24	\$56.35	\$14.14	\$10.08
Employee & Spouse	4	\$1,877.83	\$83.33	\$41.87	\$1,481.25	\$112.12	\$28.03	\$20.44
Employee & Children	17	\$1,742.82	\$83.33	\$41.87	\$1,238.25	\$102.83	\$25.72	\$20.44
Family	8	\$2,692.85	\$83.33	\$41.87	\$2,178.25	\$133.00	\$40.75	\$32.58
Monthly Totals		\$69,218.40	\$4,041.57	\$2,020.85	\$72,280.12	\$3.00		
Annual Cost		\$818,621.40	\$49,000.00	\$24,250.00	\$867,461.40	\$0.00		
HRA Admin Fees				\$8,120.00				
			Total HRA Cost	\$30,370.00				

Anthem HRA:		
HRA Fees		
CY HRA	500.00	1,000.00
HRA	100%	100%
	\$500	\$1,000

Employer HRA:		
HRA Fees	7.50	7.50
CY HRA	250.00	500.00
HRA	100%	100%
	\$250	\$500

	FF Only	FF + Dependent
Lifetime Max	Unlimited	Unlimited
Anthem HRA (Per)	\$500.00	\$1,000.00
Per HRA	\$250	\$500
Gap	\$1,000.00	\$2,000.00
Health Deductible	\$1,500.00	\$3,000.00
Inpatient Services	20% after deductible	20% after deductible
Outpatient Surgery	20% after deductible	20% after deductible
PR Services	Deductible	Deductible
TOP Visit	\$50 Co-pay	\$20 Co-pay
Specialist	\$75 Co-pay	\$30 Co-pay
Retail Drugs 30 Day Supply	100%-50/20%	100%-50/20%
Max Out of Pocket	\$3,425.00	\$6,850.00
Total Annual Max To See (Less HRA)	\$2,675.00	\$5,850.00
Preventative Care	Covered in Full	Covered in Full

Anthem Utilization	
Estimated HRA Utilization	60%
Current Total	\$867,461.40
Less Unfunded HRA Funds	\$19,000.00
Adjusted Total	\$848,461.40
Less Employee Contribution	\$0.00
Employer Responsibility	\$848,461.40
FY	\$820,160.26
Annual Increase (Decrease)	\$28,291.14

Note: Max Out of Pocket includes deductible and co-pays, including prescriptions.

Note: Anthem HRA is not used for Co-pays

## Rita Vaughn

**From:** Kelly Harding <kharding@peelholland.com>  
**Sent:** Friday, May 17, 2019 4:40 PM  
**To:** Rita Vaughn; Shauna Cornwell; Kerton Powell  
**Cc:** Marla Knight-Duille  
**Subject:** Vision

We receive the Anthem vision renewal. We did receive an increase, however the stand alone plan is a few pennies cheaper than the KLC Association plan.

### Your Renewal

Plans	Voluntary
Subscriber Only	\$8.80
Subscriber + Spouse	\$15.34
Subscriber + Child	\$16.72
Subscriber + Children	\$25.53
Subscriber + Family	\$48.72

### KLC Association Rates for the same plan

Voluntary				
4-Tier Rates				
Plans	Employee	Employee + Spouse	Employee + Child(ren)	Family
Option 23 <input type="checkbox"/>	\$9.62	\$16.83	\$18.28	\$27.90
Option 26 <input type="checkbox"/>	\$8.99	\$15.74	\$17.09	\$26.07
Option 28 <input type="checkbox"/>	\$8.47	\$14.82	\$16.08	\$24.53

If we keep the current plan it will NOT be on the portal. If we move to the Association plan it will be on the portal allowing for single billing and cobra. This is a hard one. Glad I don't have to make the decision ☹️ My recommendation would be KLC. Having this on the portal will be very nice for everyone.

Thanks,

**Kelly Harding**

*Vice-President of Benefits and Wellness*

270.253.1363 – Cell/Office

800.599.8621 – Toll Free, 815-846-5879 – Fax

**Peel & Holland**  
INSURANCE



**Delta Dental Plans**  
Coverage Effective 07/01/2010



IN-NETWORK BENEFITS	Delta Option 1 Employer Paid	Delta Option 2 Employer Paid	Delta Option 5 Employer Paid	Delta Option 14 Employer Paid	Delta Option 15 Employer Paid	Delta Option 11 Voluntary Plan
<b>Network</b>	Delta Dental PPO + Premier	Delta Dental PPO Premier	Delta Dental PPO + Premier	Delta Dental PPO + Premier	Delta Dental PPO Premier	Delta Dental PPO + Premier
Deductible - Individual/Family	\$0/0	\$50 / \$150	\$0 / \$0	\$0 / \$0	\$25 / \$75	\$0 / \$150
Maximum Payment per Person Per Benefit Year	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Out-of-Pocket Maximum per Person	N/A	N/A	\$1,000.00	N/A	N/A	\$1,000.00
<b>Diagnostic &amp; Preventive Services</b>						
Exams, cleanings, fluoride, and space maintenance	100%	100%	100%	100%	100%	100%
Emergency Palliative Treatment	100%	100%	100%	100%	100%	100%
Sealings	100%	100%	100%	100%	100%	100%
X-Rays	100%	100%	100%	100%	100%	100%
<b>Basic Services</b>						
Fillings, Restorative - fillings and crown repair	80%	80%	80%	80%	80%	80%
Root Canals	80%	80%	80%	80%	80%	80%
Extractions and dental surgery	80%	80%	80%	80%	80%	80%
Denture Repair	80%	80%	80%	80%	80%	80%
<b>Major Services</b>						
Periodontic Services	80%	80%	80%	80%	80%	80%
Crowns	80%	80%	80%	80%	80%	80%
Prosthetic - bridges and dentures	80%	80%	80%	80%	80%	80%
Retain and rebase dentures	80%	80%	80%	80%	80%	80%
Adjustment to Dentures	80%	80%	80%	80%	80%	80%
12 Month Waiting Period			Waived with Proof of Prior Coverage			
<b>Orthodontic Services</b>						
Braces, aligners, photos, casts and orthodontic services. Only for dependent children up to age 19	Not covered under this plan	Not covered under this plan	80%	Not covered under this plan	Not covered under this plan	80%
12 Month Waiting Period			Waived with Proof of Prior Coverage			
<b>RATES</b>						
Employee Only	\$80.07	\$19.29	\$22.01	\$22.01	\$22.01	\$22.01
Employee + Spouse	\$82.78	\$38.14	\$44.80	\$44.80	\$44.80	\$44.80
Employee + Children	\$99.47	\$55.07	\$61.07	\$61.07	\$61.07	\$61.07
Family	\$82.06	\$58.75	\$61.06	\$61.06	\$61.06	\$61.06

Notes:

This document is only intended to give a brief description of the plans and rates noted above. The entire provisions, benefits, exclusions and limitations will be included in your formal contract and a plan document. In the event of any conflict between the Group contract and this document, the terms of the Group Contract shall control with respect.

## Analysis of Annual Increase in Employee Paid Medical Benefits

	FY2019		FY2020		Variance (Annual Increase)	
	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker
Medical & HRA						
Employee	19.62	17.71	14.14	18.39	24.98	32.04
Employee/Spouse	27.25	35.42	23.03	30.44	37.50	48.06
Employee/Child	24.97	32.47	25.72	33.44	35.89	46.56
Family	35.74	51.60	40.75	52.98	48.63	63.26
Dental						
Employee						
Employee/Spouse	5.24		5.55		14.88	
Employee/Child	5.75		7.14		18.72	
Family	13.60		14.61		48.48	
Vision						
Employee	2.74		2.25		0.48	
Employee/Spouse	3.91		3.04		1.44	
Employee/Child	4.25		4.27		0.96	
Family	6.49		6.52		1.44	



# UTILITIES

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## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: Chris Klotter, Public Works Director  
DATE: June 5, 2019  
SUBJECT: Water and Sewer Contracts for Northwoods Subdivision

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Attached is a copy of the Water and Sewer Contracts for Northwoods Subdivision development. Included in these contract is the requirement for a surety bond, or irrevocable letter of credit to be filed with the City and shall span the length of time for construction. This is to assure that the public facilities are constructed to completion according to the City's specifications. It also contains language regarding warranty of the facilities as well as conveyance of property. This contract is part of the Developer's procedures and checklist to be followed for all new developments.

Thank you for your consideration.

### **Proposed Motion:**

Request the authorization for the Mayor to sign the water and sewer contracts and any other necessary documents for this project.

**WATER CONTRACT  
FOR PUBLIC AND PRIVATE WATER LINES**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Franklin, hereinafter referred to as the "City" and Jones Partners LLC, hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the City has installed large storage reservoirs, large pump stations and large distribution lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the City will in the future be responsible for repair, maintenance of the total public system, and other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

1. The City hereby agrees to and will permit the Developer to connect into the City's 6" water line on Broadway, for water services to Northwoods Subdivision, subject to the installation and dedication and acceptance in writing by the City of any required extensions of the City's existing water lines necessary to serve the development in accordance with Exhibits A, B and C hereto.

2. The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the City on 4/25/19, (Exhibit B) and the City's standard specifications for water lines dated 8/25/03, (Exhibit C). Exhibits A, B and C are made part of this Contract.

3. The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost to the City, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract which is identified as Exhibit D hereto with Sliger Excavation, Contractor, in the amount of \$ 217,791.00.

4. All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the City and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, meter boxes, fittings, valves or connections shall be covered until inspected and approved for backfill by the City.

5. It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, meters, meter boxes, fittings, valves and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

6. In the event of change in the plat, plans or specifications referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Contract, as though set out verbatim herein, and a copy of said change in plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the City by the Developer.

7. The Developer further agrees:

(A) That the Developer will immediately repair or have replaced at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause

whatsoever occurring within one (1) year from the date said public lines meters, meter boxes, fittings, valves and appurtenances and other required facilities are accepted in writing by the City.

(B) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the City is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(C) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the City's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise; and

(D) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned for sewer contract for public and private sewer lines; and

8. The City retains the exclusive rights to extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the City. The Developer hereby represents and warrants that the same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

9. By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private water lines, meters, meter boxes, fittings, valves and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above

mentioned, and Developer expressly warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the City.

10. When the public facilities are approved for construction by the City, or if approved for construction by the Planning and Zoning Commission prior to the City's approval, the City shall maintain the final right of approval for the public facilities. City shall require a surety bond, irrevocable letter of credit or other security, in the sole discretion of the City, in the amount of \$ 43,558.00, to assure that the public facilities are constructed to completion in accordance with the City's specifications.

11. It is agreed that the City shall have exclusive title and ownership of all public facilities, i.e., the master meter serving the development and all facilities on the City's side of the master meter, and the Developer hereby conveys to the City, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the City. The Developer shall, upon request of the City, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT as of the day and date first above written.

CITY OF FRANKLIN, KENTUCKY

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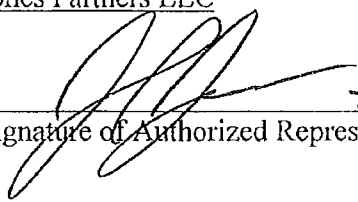
Mayor

ATTESTED BY:

\_\_\_\_\_  
Cathy Dillard, City Clerk

“DEVELOPER”

Jones Partners LLC

  
\_\_\_\_\_  
Signature of Authorized Representative

ADDRESS:

200 Robey Street

Franklin, KY 42134

TELEPHONE:

(270)586-6749

Exhibit A – On File at City of Franklin, Kentucky  
Exhibit B – On File at City of Franklin, Kentucky  
Exhibit C – On File at City of Franklin, Kentucky  
Exhibit D – On File at City of Franklin, Kentucky  
Exhibit E – Attached  
Exhibit F – Procedures for Developers

MEMORANDUM OF UNDERSTANDING

For City of Franklin, Kentucky *Water Service*

to Northwoods Subdivision (Proposed Development)

It is agreed by and between the City and the Developer:

The Developer, his contractor, plumber, or other agents will not be entitled to water service or sewer service connection until final approval of the public and private water and sewer line construction (both on-site and off-site) has been made by City of Franklin, and confirmed by the City in writing to the Developer.

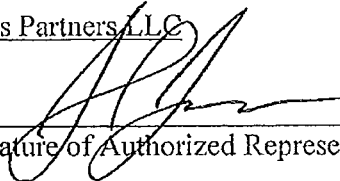
Said approval will not be unreasonably withheld.

PROPOSED  
DEVELOPMENT:

Northwoods Subdivision

DEVELOPER:

Jones Partners LLC

  
Signature of Authorized Representative

*Josh Jones*

CITY OF FRANKLIN, KENTUCKY

By: \_\_\_\_\_



**SEWER CONTRACT  
FOR PUBLIC AND PRIVATE SEWER LINES**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between City of Franklin, hereinafter referred to as the "City" and \_\_\_\_\_ Jones Partners,  
LLC \_\_\_\_\_, hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the City has installed a sewerage plant, pump stations and large trunk sewer lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the City will in the future be responsible for repair, maintenance and replacement of said public facilities herein provided for and for the maintenance of the total public system, and for other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

1. The City hereby agrees to and will permit the Developer to connect into the City's existing sewer line at Highway 1008 next to railroad tracks, for sewer service to Northwoods Subdivision, subject to the installation and dedication and acceptance in writing by the City of any required extensions of the City's existing sewer lines necessary to serve the development in accordance with Exhibits A, B and C hereto.

2. The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the City on 4/25/19, (Exhibit B) and the City's standard specifications for sewer lines dated 8/25/03, (Exhibit C). Exhibits A, B, and C are made part of this Contract.

3. The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost to the City, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract which is identified as Exhibit D hereto with Sliger Excavation, Contractor, in the amount of \$ 217,791.00.

4. All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the City and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, fittings, manholes, or connections shall be covered until inspected and approved for backfill by the City.

5. It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, manholes, fittings, and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

6. In the event of change in the plat, plans or specifications referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Contract, as though set out verbatim herein, and a copy of said change in plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the City by the Developer.

7. The Developer further agrees:

(A) That the Developer will immediately repair or have replaced at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause

whatsoever occurring within one (1) year from the date said public lines, manholes, fittings, and appurtenances and other required facilities are accepted in writing by the City.

(B) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the City is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(C) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the City's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(D) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned for water contract for public and private sewer lines; and

8. The City retains the exclusive rights to extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the City. The Developer hereby represents and warrant that the same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

9. By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private sewer lines, manholes, fittings, and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned, and Developer expressly

warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the City.

10. When the public facilities are approved for construction by the City, or if approved for construction by the Planning and Zoning Commission prior to the City's approval, the City shall maintain the final right of approval for the public facilities. City shall require a surety bond, irrevocable letter of credit or other security, in the sole discretion of the City, in the amount of \$ 43,558.00, to assure that the public facilities are constructed to completion in accordance with the City's specifications.

11. It is agreed that the City shall have exclusive title and ownership of all public facilities, i.e., the metering manhole and all facilities on the City's side of the metering manhole, and the Developer hereby conveys to the City, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the City. The Developer shall, upon request of the City, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have entered into this CONTRACT as of the day and date first above written.

CITY OF FRANKLIN, KENTUCKY

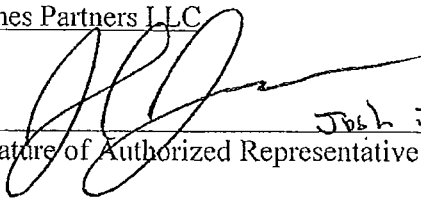
\_\_\_\_\_  
Mayor

ATTESTED BY:

\_\_\_\_\_  
Cathy Dillard, City Clerk

"DEVELOPER"

Jones Partners LLC

  
Signature of Authorized Representative

ADDRESS:

200 Robey Street

Franklin, KY 42134

TELEPHONE:

(270)586-6749

Exhibit A – On File at City of Franklin, Kentucky  
Exhibit B – On File at City of Franklin, Kentucky  
Exhibit C – On File at City of Franklin, Kentucky  
Exhibit D – On File at City of Franklin, Kentucky  
Exhibit E – Attached  
Exhibit F – Procedures for Developers

**MEMORANDUM OF UNDERSTANDING**

For City of Franklin, Kentucky *Sewer Service*  
to Northwoods Subdivision (Proposed Development)

It is agreed by and between the City and the Developer:

The Developer, his contractor, plumber, or other agents will not be entitled to water service or sewer service connection until final approval of the public and private water and sewer line construction (both on-site and off-site) has been made by City of Franklin, and confirmed by the City in writing to the Developer.

Said approval will not be unreasonably withheld.

PROPOSED DEVELOPMENT: Northwoods Subdivision

DEVELOPER: Jones Partners LLC

  
Signature of Authorized Representative

CITY OF FRANKLIN, KENTUCKY

By: \_\_\_\_\_

# ORDINANCES

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## ORDINANCE NO. 2019 - 013

### AMENDMENT TO ORDINANCE ADOPTING A COMPREHENSIVE PLAN OF ANNEXATION FOR THE CITY OF FRANKLIN, KENTUCKY

WHEREAS, the Mayor of the City of Franklin has heretofore appointed a committee to study the needs of the City of Franklin relative to expansion and growth; and,

WHEREAS, said committee has reported to the Board of City Commissioners~~City Council~~ of Franklin, Kentucky; and

WHEREAS, Ordinance No. 110.19 was adopted at a meeting held by the Board of Commissioners on October 11, 1982 adopting a comprehensive plan of annexation for the City of Franklin, Kentucky;

NOW, THEREFORE, BE IT ORDAINED by the City of Franklin, Kentucky that the following Comprehensive Plan of Annexation be amended and adopted as follows:

#### I

That it is in the best interests of the City of Franklin to annex to the City all of that territory outside the present City boundaries that is now being served by the Franklin Municipal Water System or the City of Franklin Sanitation Department or the City of Franklin Electric Plan Board.

#### II

That, as services of the City of Franklin are extended outward from the City of Franklin, said areas be incorporated into the City of Franklin so that orderly development and services shall be maintained and an equal and fair payment of the costs of said services be maintained.

#### III

That in furtherance of said plan, the following order of annexation is adopted:

- A. The area generally north of the City of Franklin.
- B. The area generally east of the City of Franklin.
- C. The area generally south of the City of Franklin.
- D. The area generally west of the City of Franklin.



IV

The adoption of this plan does not in any way prohibit annexation to the City of Franklin of any area requesting annexation, but is adopted rather as a general guide for future expansion.

V

If any section, subsection, sentence, clause, 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 hereof.

VI

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

May 13, 2019

FIRST READING

June 10, 2019

SECOND READING

At a meeting of the City Commission of the City of Franklin, Kentucky, held on June 10, 2019, on motion made by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing ordinance was adopted, after full discussion, by the following vote:

\_\_\_\_\_ HERBERT WILLIAMS

\_\_\_\_\_ JAMIE POWELL

\_\_\_\_\_ BROWNIE BENNETT

\_\_\_\_\_ WENDELL STEWART

\_\_\_\_\_ LARRY DIXON, MAYOR

APPROVED BY:

\_\_\_\_\_  
LARRY DIXON, Mayor

ATTEST:

\_\_\_\_\_  
Cathy Dillard, City Clerk

# ORDINANCE 2019-010

## AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 BY ESTIMATING REVENUES AND APPROPRIATIONS

*WHEREAS, the City Commission for the City of Franklin, Kentucky is required by law to amend its budget ordinance to reflect actual revenues and expenditures if different from those projected; and*

*WHEREAS, it has been reported to the City Commission that actual revenues collected and costs expended by the city during the 2018-2019 fiscal year are different from those projected in the current budget ordinance, and it is therefore necessary to amend the 2018-2019 budget ordinance to reflect these variances,*

*NOW, THEREFORE, be it ordained by the City of Franklin, Kentucky that the 2018-2019 budget is hereby amended to read as follows:*

	General Fund	Stormwater Fund	Utility Fund	Sanitation Fund	Municipal Aid Fund	Cemetery Fund	Perpetual Care	CDBG Fund
<b>Estimated Revenues:</b>								
Operating Revenue		353,000	5,688,910	950,500	187,595	81,300	7,400	
		<del>353,000</del>	<del>5,688,910</del>	<del>950,500</del>	<del>187,595</del>	<del>72,000</del>	<del>2,900</del>	
Tax Revenue	1,073,454							
	<del>1,073,454</del>							
Licenses & Fees	5,601,955							
	<del>5,421,955</del>							
Intergovernmental Revenue	242,864							-
	<del>242,864</del>							
Fines & Forfeits	55,500							
	<del>55,500</del>							
Intragovernmental Revenues IN	1,097,846					186,000		
	<del>1,097,846</del>					<del>186,000</del>		
Miscellaneous Revenue	195,742							
	<del>184,743</del>							
Non-Operating Revenue			53,236	850	100,550	625	6,250	-
			<del>53,236</del>	<del>850</del>	<del>100,550</del>	<del>625</del>	<del>4,275</del>	
<b>TOTAL REVENUES</b>	<b>8,267,361</b>	<b>353,000</b>	<b>5,742,146</b>	<b>951,350</b>	<b>288,145</b>	<b>267,925</b>	<b>13,650</b>	<b>-</b>
	<del>8,076,362</del>	<del>353,000</del>	<del>5,742,146</del>	<del>951,350</del>	<del>288,145</del>	<del>258,625</del>	<del>7,175</del>	
<b>Appropriations:</b>								
General Government	1,882,339							
	<del>1,880,339</del>							
Police	2,284,704							
	<del>2,278,804</del>							
Fire	274,365							
	<del>274,365</del>							
Public Services	811,297							
	<del>809,797</del>							
Community Services	1,308,694							
	<del>1,266,987</del>							
Stormwater		208,558						
		<del>208,308</del>						
Municipal Utilities			3,008,191					
			<del>2,979,761</del>					
Sanitation				704,404				
				<del>704,404</del>				
Economic Development								-
Municipal Aid/Severance					286,500			
					<del>286,500</del>			
Municipal Cemetery						204,966		
						<del>204,091</del>		
Debt Service	295,245		505,249					
	<del>295,245</del>		<del>505,249</del>					
Capital Outlay	752,102	1,463	887,070		95,000	5,000		
	<del>417,084</del>	<del>10,000</del>	<del>1,111,490</del>		<del>95,000</del>	<del>5,000</del>		

	General Fund	Stormwater Fund	Utility Fund	Sanitation Fund	Municipal Aid Fund	Cemetery Fund	Perpetual Care	CDBG Fund
TOTAL APPROPRIATIONS	7,608,746	210,021	4,400,510	704,404	381,500	209,966	-	-
	<del>7,222,624</del>	<del>218,308</del>	<del>4,596,509</del>	<del>704,404</del>	<del>381,500</del>	<del>209,091</del>		
EXCESS RESOURCES	658,615	142,979	1,341,636	246,946	(93,355)	57,959	13,650	-
	<del>853,741</del>	<del>134,692</del>	<del>1,145,646</del>	<del>246,946</del>	<del>(93,355)</del>	<del>49,534</del>	<del>7,175</del>	
RESERVE	217,600	-	567,225	-	-	-	-	-
	<del>217,600</del>		<del>312,780</del>					
TRANSFERS OUT	383,000	-	700,000	209,500	-	51,646	3,000	-
	<del>383,000</del>		<del>700,000</del>	<del>209,500</del>		<del>51,646</del>	<del>3,000</del>	
CHANGE IN FUND BALANCE	58,015	142,979	74,411	37,446	(93,355)	6,313	10,650	-
	<del>253,141</del>	<del>134,692</del>	<del>132,866</del>	<del>37,446</del>	<del>(93,355)</del>	<del>(2,112)</del>	<del>4,175</del>	

SECTION 2: The regulatory license fee shall be eight percent (8%) of gross sales of all alcoholic beverages sold by the drink. In the case of retail sales of package distilled spirits, wine and malt beverages, the regulatory license fee shall be five percent (5%) of gross sales. The annual rate for the regulatory license fee adopted by the City Commission is estimated to ensure full reimbursement to the city for the cost of any additional policing, regulatory, or administrative expense related to the sale of alcoholic beverages in the city.

SECTION 3: The detailed budget proposal and message, together with modifications, are hereby adopted and incorporated by the reference herein, the same as if copied at length herein.

SECTION 4: This ordinance is effective upon its passage and publication.

SECTION 5: If any section, subsection, paragraph, sentence, clause, phrase, or a portion of this ordinance is declared illegal, unconstitutional or otherwise invalid, such declaration shall not affect the remaining portions hereof.

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 of the Franklin City Commission held on \_\_\_\_\_ on motion made by \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing ordinance was adopted, after full discussion, by the following vote.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Commissioner Brownie Bennett  
 Commissioner Herbert Williams  
 Commissioner Jamie Powell  
 Commissioner Wendell Stewart  
 Mayor Larry Dixon

APPROVED BY:

\_\_\_\_\_  
 LARRY DIXON, MAYOR  
 CITY OF FRANKLIN, KY

ATTEST:

\_\_\_\_\_  
 CATHY DILLARD, CITY CLERK  
 CITY OF FRANKLIN, KY

A DETAILED COPY OF THE BUDGET MAY BE SEEN AT CITY HALL, 117 W CEDAR STREET, FRANKLIN KENTUCKY  
 BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY.

**ORDINANCE NO. 2019-014**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF FRANKLIN, KENTUCKY, AUTHORIZING THE GRANT OF AN INDUCEMENT FOR THE ACQUISITION AND CONSTRUCTION OF A PROJECT PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT PROGRAM (KRS 154.32-010 TO 154.32-100) WHEREBY THE CITY AGREES TO FOREGO THE COLLECTION OF THE ONE PERCENT (1%) CITY OCCUPATIONAL LICENSE FEE ON WAGES FROM HOLLEY PERFORMANCE PRODUCTS, INC. THAT WOULD OTHERWISE BE DUE WITH RESPECT TO PROJECT EMPLOYEES, WHICH AMOUNTS SHALL BE COLLECTED AND REMITTED TO THE CITY TO BE REFUNDED UPON EMPLOYER'S REQUEST OVER A TERM OF NOT LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE ESTABLISHED BY SAID PROGRAM; AND TAKING OTHER RELATED ACTION**

WHEREAS, it is the public policy of the Board of City Commissioners of the City of Franklin, Kentucky ("City Commission") and ("City") to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth;

WHEREAS, the Kentucky Business Investment Program, Sections 154.32-010 through 154.32-100 of the Kentucky Revised Statutes ("KRS"), the ("Program"), authorizes and empowers the Commonwealth and certain local jurisdictions to promote economic development in Kentucky by inducing the creation of economic development projects by eligible companies, as more particularly described therein;

WHEREAS, KRS 154.32-090 authorizes an eligible company to deduct certain wage assessments from payments of wages to economic development project employees and each employee paying the assessment, in turn, to credit the assessment against their Kentucky individual income tax and, subject to the approval of the local levying authority or authorities, local occupational license fee or fees otherwise due;

WHEREAS, Holley Performance Products, Inc., a Delaware corporation (the "Company"), 1801 Russellville Road, Bowling Green, Kentucky 42101, has proposed to acquire and install within the City a project consisting of a building, equipment and new employment as described in Exhibit A attached hereto (collectively, the "Project");

WHEREAS, the Company has represented to the City that the acquisition, construction and installation of the Project, if constructed, will result in a substantial number of new job opportunities in the community, and the Company agrees to comply with the provisions of City of Franklin Ordinance No. 221.10-06-2014;

WHEREAS, the Company has filed an application with the Kentucky Economic Development Finance Authority (the "Authority") for approval of the Project for the Program as authorized in KRS 154.32-030;

WHEREAS, it is appropriate and in the public interest that the City Commission make a formal, binding commitment of financial resources in order to encourage and support economic development endeavors generally and the Project specifically if and when approved by the Authority pursuant to KRS 154.32-030; and

WHEREAS, the City Commission has approved the granting of an inducement to the Company for the Project, pursuant to the Program, whereby it would forego the collection of the one percent (1%) occupational license fee on wages that otherwise would be due the City, which fee shall be retained by the Company, with respect to Project employees whose jobs meet the criteria and requirements established by the Program ("Qualifying Employees") for a term of not longer than ten (10) years from the date the Company properly activates the Program's incentives pursuant to KRS 154.32-030 and any agreement relating to the Project that the Company has with the Authority (the "Activation Date").

NOW, THEREFORE, IT IS ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FRANKLIN, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that the recitals set forth in the preambles to this Ordinance, which are incorporated in this Section by reference, are true and correct.

Section 2. Inducement. The City shall forego collection of, and Company shall be entitled to collect and retain the one percent (1%) City occupational license fee due on wages paid to Qualifying Employees for a term of not longer than ten (10) years from the Activation Date (the "Inducement Term"), as specified herein.

Section 3. Company to Deduct and Withhold Occupational License Fee on Wages. The Company, when making payment of wages to Qualifying Employees earned with respect to the Inducement Term, shall deduct and withhold upon the wages the one percent (1%) City occupational license fee. The Company shall remit to the City and report such withheld amounts on the forms and reconciliations required by KRS 67.783(4) and (5) and Chapter 114 of the City Code of Ordinances. The Company shall file, not less than quarterly in accordance with the City of Franklin's Code of Ordinances, with the City of Franklin, the City of Franklin Employers Quarterly Return provided by the City, specifically addressing the issues related to the KBI Program. In addition, the company shall file a quarterly reconciliation of the City of Franklin's Occupational License Fees in a format as required by the City. If the company fails to comply with the provisions of this Section, the company (or its representatives as the case may be) shall be subject to the penalty provisions set forth in Chapter 114 of the City's occupational licensing and gross receipts ordinance(s), as amended from time to time, or forfeiture of future participation in this program.

Section 4. Company Entitled to Reimbursement for Withheld and Remitted Amounts. The Company shall remit said withheld amounts to the City pursuant to Section 3 of this Ordinance. The Company shall receive reimbursement from the City, once per annum, after making the request, in writing, on the forms provided by the City, with said reimbursement being due and payable not later than sixty (60) days after the Company files the written request for reimbursement. Provided, however, that said reimbursement request shall not be filed later than two (2) years from the date that the Company's annual license fee returns are initially due, without regard to any extensions received or allowed.

Section 5. Qualifying Employees Entitled to Credit for Withheld Amounts. Each Qualifying Employee shall be entitled to a credit against his or her occupational license fee liability to the City under KRS 67.785(3) and Chapter 114 of the City of Franklin Code of Ordinances equal to the amounts withheld from his or her wages pursuant to Section 3 of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

If any section, subsection, sentence, clause, 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 holdings shall not affect the validity of the remaining portions of this Ordinance.

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 of the Board of City Commissioners of the City of Franklin, Kentucky, held on June \_\_\_\_\_, 2019, and on motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was adopted, after full discussion, by the following vote:

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

APPROVED BY:

\_\_\_\_\_  
LARRY DIXON, MAYOR

ATTEST:

\_\_\_\_\_  
CATHY DILLARD, CITY CLERK  
CITY OF FRANKLIN, KENTUCKY

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Franklin, Kentucky, and as such City Clerk I further certify that the foregoing is a true, correct and complete copy of an Ordinance (including Exhibit A) duly adopted by the Board of City Commissioners of said City at a duly convened meeting held on June \_\_\_\_\_, 2019, on the same occasion signed by the Mayor, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Ordinance was in compliance with the requirements of KRS 61.810 through 61.825, all as appears from the official records of said Board of City Commissioners in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_\_ day of June, 2019.

(SEAL)

\_\_\_\_\_  
Cathy Dillard, City Clerk

**Exhibit A**

**Project Description for Holley Performance Products, Inc.**

See letter and KBI Report attached hereto and incorporated herein collectively by reference.

**ORDINANCE 2019-011**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019  
AND ENDING JUNE 30, 2020 BY ESTIMATING REVENUES AND APPROPRIATIONS**

***WHEREAS**, an annual budget proposal and message have been prepared and delivered to the legislative body for review and modification,  
**NOW, THEREFORE**, be it ordained by the City of Franklin, Kentucky.*

Section 1: That the annual budget for the Fiscal year beginning July 1, 2019 and ending June 30, 2020 is hereby adopted as follows:

	General Fund	Stormwater Fund	Utility Fund	Sanitation Fund	Municipal Aid Fund	Cemetery Fund	Perpetual Care
<b>Estimated Revenues:</b>							
Operating Revenue	-	247,500	5,292,000	722,000	-	77,000	7,400
Tax Revenue	1,067,396	-	-	-	-	-	-
Licenses & Fees	5,436,100	-	-	244,000	-	-	-
Intergovernmental Revenue	419,062	-	-	-	338,367	-	-
Fines & Forfeits	57,000	-	208,750	26,000	-	-	-
Intragovernmental Revenues	592,998	100,000	-	-	-	186,000	-
Miscellaneous Revenue	239,698	15,402	221,723	7,500	2,100	607	12,647
Non-Operating Revenue	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>7,812,253</b>	<b>362,902</b>	<b>5,722,473</b>	<b>999,500</b>	<b>340,467</b>	<b>263,607</b>	<b>20,047</b>
<b>Appropriations:</b>							
General Government	1,457,183	-	-	-	-	-	-
Police	2,356,719	-	-	-	-	-	-
Fire	279,553	-	-	-	-	-	-
Public Services	805,888	-	-	-	-	-	-
Community Services	611,121	-	-	-	-	-	-
Economic Development	739,000	-	-	-	-	-	-
Stormwater	-	213,804	-	-	-	-	-
Municipal Utilities	-	-	3,540,156	-	-	-	-
Sanitation	-	-	-	725,000	-	-	-
Municipal Aid/Severance	-	-	-	-	245,250	-	-
Municipal Cemetery	-	-	-	-	-	204,521	-
Debt Service	544,040	-	606,956	-	-	-	-
Capital Outlay	574,565	-	664,017	-	-	5,000	-
<b>TOTAL APPROPRIATIONS</b>	<b>7,368,069</b>	<b>213,804</b>	<b>4,811,129</b>	<b>725,000</b>	<b>245,250</b>	<b>209,521</b>	<b>-</b>
<b>EXCESS RESOURCES</b>	<b>444,184</b>	<b>149,098</b>	<b>911,344</b>	<b>274,500</b>	<b>95,217</b>	<b>54,087</b>	<b>20,047</b>



	General Fund	Stormwater Fund	Utility Fund	Sanitation Fund	Municipal Aid Fund	Cemetery Fund	Perpetual Care
RESERVE FOR CAPITAL IMPROVEMENT	105,000	-	337,761	-	-	-	-
TRANSFERS OUT	433,000	-	243,498	209,500	95,000	52,400	3,000
CHANGE IN FUND BALANCE	(93,816)	149,098	330,085	65,000	217	1,687	17,047

SECTION 2: The regulatory license fee shall be eight percent (8%) of gross sales of all alcoholic beverages sold by the drink. In the case of retail sales of package distilled spirits, wine and malt beverages, the regulatory license fee shall be five percent (5%) of gross sales. The annual rate for the regulatory license fee adopted by the City Commission is estimated to ensure full reimbursement to the city for the cost of any additional policing, regulatory, or administrative expense related to the sale of alcoholic beverages in the city.

SECTION 3: The detailed budget proposal and message, together with modifications, are hereby adopted and incorporated by the reference herein, the same as if copied at length herein.

SECTION 4: This ordinance is effective upon its passage and publication.

SECTION 5: If any section, subsection, paragraph, sentence, clause, phrase, or a portion of this ordinance is declared illegal, unconstitutional or otherwise invalid, such declaration shall not affect the remaining portions hereof.

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 of the Franklin City Commission held on \_\_\_\_\_ on motion made by \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing ordinance was adopted, after full discussion, by the following vote.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commissioner Brownie Bennett  
Commissioner Herbert Williams  
Commissioner Jamie Powell  
Commissioner Wendell Stewart  
Mayor Larry Dixon

APPROVED BY:

\_\_\_\_\_  
LARRY DIXON, MAYOR  
CITY OF FRANKLIN, KY

ATTEST:

\_\_\_\_\_  
CATHY DILLARD, CITY CLERK  
CITY OF FRANKLIN, KY

A DETAILED COPY OF THE BUDGET MAY BE SEEN AT CITY HALL, 117 W CEDAR STREET, FRANKLIN KENTUCKY BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY.

# **PUBLIC SAFETY**

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## MEMO

TO: Franklin City Commission  
FROM: Scott Crabtree  
DATE: June 10, 2019  
SUBJECT: Purchase of Property on West Madison Street and Witt Road

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We need to discuss and get approval from the Commission to proceed with purchasing property on West Madison Street and Witt Road. There will be a discussion after this agenda item about the potential uses for the property. At this time, we need to approve the following:

1. Purchase the property located at 620 West Madison Street currently owned by Luis Paez and his wife with the closing to occur on or before July 15, 2019.
2. Purchase the property located at 203 Witt Road currently owned by BDG Investments, LLC, with the closing to occur on a date agreed to by the parties.
3. Purchase the property located at 211 Witt Road currently owned by Rita and Rod Anthony, with the closing to occur on a date agreed to by the parties.

Of course, any motion would also need to include that the Mayor be authorized to sign any and all documents including, but not limited to contracts and deeds.