

# AGENDA

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# **A G E N D A**

## **City of Franklin, Kentucky City Commission**

**August 12, 2019  
Regular Meeting – 12:00 Noon**

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

- I. Call to Order and Member Roll Call**
- II. Opening Prayer** - Chris Patterson, First United Methodist Church
- III. Approval of Minutes** - July 22, 2019 Special Called Meeting *Pg. 5*
- IV. Recognitions**
  - Cathy Dillard, Kentucky Municipal Clerk Certification *Pg. 10*  
*Presenter: Kenton Powell, City Manager*
- V. Hear the Public**
  - Riley Bright *Pg. 14*
- VI. Community Services**
  - Presentation and Demonstration of Proposed Downtown App *Pg. 16*  
*Presenter: Amy Ellis, Director of F-S Renaissance*
- VII. General Government**
  - Discussion and/or possible action regarding Proposed Ordinance Adopting Amended Zoning Regulations *Pg. 18*  
*Presenter: Scott Crabtree, City Attorney*
  - Discussion and/or possible action regarding Contract with Westlaw *Pg. 22*  
*Presenter: Scott Crabtree, City Attorney*
  - Discussion and/or possible action regarding Resolution No. D-2019 Appointing Members to the West Fork Drakes Creek Dam and Reservoir Interstate Authority *Pg. 26*  
*Presenter: Kenton Powell, City Attorney*
  - Discussion and/or possible action regarding Contract for Pest Control Services *Pg. 28*  
*Presenter: Shaunna Cornwell, Finance Director*
  - Discussion and/or possible action regarding Contract for Hot Spot for Franklin Municipal Utilities Customer Service *Pg. 35*  
*Presenter: Shaunna Cornwell, Finance Director*
  - Discussion and/or possible action regarding 2019 Real and Personal Property Tax Rate *Pg. 36*  
*Presenter: Shaunna Cornwell, Finance Director*

## **General Government (Continued)**

- Discussion and/or possible action regarding Phone Service Provider **Pg. 41**  
*Presenter: Tammie Carey, Comm. Dev. Director*
- Discussion regarding Franklin-Simpson Planning & Zoning Commission **Pg. 44**  
*Presenter: Carter Munday, P&Z Administrator*

### **VIII. Public Services**

#### **IX. Public Safety**

- Discussion and/or possible action regarding Purchase of Body Cameras for Franklin Police Department **Pg. 48**  
*Presenter: Roger Solomon, Chief of Police*

#### **X. Utilities**

- Discussion and/or possible action regarding Award of Bid for Valves and Actuators For Water Treatment Plant **Pg. 53**  
*Presenter: Shaunna Cornwell, Finance Director*

#### **XI. Ordinances**

- Second Summary Reading of Ordinance No. 2019-017 titled: *An Ordinance Approving and Relating to an Exclusive Franchisee to Collect, Transport and Dispose of Commercial and Residential Solid Waste within the City of Franklin and Simpson County, Kentucky* **Pg. 70**
- Possible First Summary Reading of Ordinance No. 2019-018 titled: *An Ordinance Adopting Amended Zoning Regulations of the City of Franklin and Simpson County, Kentucky in Article 9, Section 9.7.7 through 9.7.12 as Recommended by the Franklin-Simpson Planning and Zoning Commission* **Pg. 103**
- Possible First Summary Reading of Ordinance No. 2019-019: *Ordinance Setting the 2019 Tax Rate for Real and Personal Property*  
*Presenter: Cathy Dillard, City Clerk*

#### **XII. Executive Session**

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)}

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

BUSINESS – Discussions between a public agency a representative of a business entity concerning a specific proposal, where open discussions would jeopardize the siting, retention, expansion, or upgrading of the business {KRS 61.810(1)(g)}

#### **XIII. City Attorney Reports**

#### **XIV. City Manager Reports**

#### **XV. Other Commission Business**

#### **XVI. Adjournment**

# MINUTES

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

**July 22, 2019**

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

The Franklin, Kentucky City Commission met in Special Session at 6:00 p.m., Monday, July 22, 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; Wastewater Treatment Superintendent, Trent Coffee; Franklin Favorite/WFKN media representative, Keith Pyles; Dr. James McCaslin, Provost, and Kelcie Richart, Campus Administrator, Southcentral Kentucky Community & Technical College; Pete Reckard, District Manager with Scott Waste Services; and Carter Munday and Sallie Starks, F-S Planning & Zoning representatives.

Mayor Dixon called the meeting to order at 6:00 p.m., and Commissioner Jamie Powell offered the opening prayer.

**APPROVAL OF MINUTES**

Motion was made by Commissioner Bennett and seconded by Commissioner Stewart to approve the minutes as presented of the July 8, 2019 regular meeting of the Franklin City Commission.

Voting Aye: All. Motion carried unanimously.

**RECOGNITIONS**

City Manager, Kenton Powell, read the proclamation that was presented today to HARMAN, expressing the City's appreciation for their leadership in the manufacturing business and their generous support of our schools, community organizations, and events.

Motion was made by Commissioner Powell and seconded by Commissioner Williams to

approve the proclamation and to ratify Mayor Dixon's signature.

Voting Aye: All. Motion carried unanimously.

### **COMMUNITY SERVICES**

Dr. James McCaslin, Provost, Southcentral Kentucky Community & Technical College, expressed his appreciation for the continued support from the City. He introduced Kelcie Richart, who will serve as the Campus Administrator at their Franklin location for the upcoming year. Ms. Richart gave an update on the Dual Credit/ Simpson County On-Track Program.

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Terry Joiner, Director of the Franklin-Simpson Parks, requested permission to purchase a new service truck for the Park under the City of Franklin's Fleet Rate, i.e. the State's contracted price. This would provide a significant savings for the Park, at no cost to the City.

Motion was made by Commissioner Bennett and seconded by Commissioner Williams to approve Terry Joiner, Director of the Franklin-Simpson Parks & Recreation, to purchase a F250 from Hunt Ford, on behalf of the Park, under the umbrella of the City's fleet pricing; and to authorize the Mayor to sign any and all documents reflecting this action, if requested or required.

Voting Aye: All. Motion carried unanimously.

### **GENERAL GOVERNMENT**

The Franklin-Simpson Planning & Zoning Commission has a vacancy on their Board for a City appointment following the resignation of Pat Jones. Mr. Jones was re-appointed to this board last year for a four year term, which expires on September 30, 2022.

Motion was made by Commissioner Powell and seconded by Commissioner Stewart to approve the appointment of Roy Tyler to the Franklin-Simpson Planning & Zoning Commission to fill the unexpired term of Pat Jones.

Voting Aye: All. Motion carried unanimously.

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At the January 31 joint City Commission and Simpson County Fiscal Court meeting, the governmental bodies voted to explore the feasibility of a combined Sanitation Franchise Agreement. City Manager Kenton Powell reported that after numerous meetings and conference calls with Judge Barnes, Nicole Law, Shaunna Cornwell and Pete Reckard, an agreement has been reached that would be good for all residents of Simpson County. Some major components of this agreement include:

- Term on the Sanitation Franchise Agreement is 6 years, with a renewal option of 7 years
- Year one in the Sanitation Franchise Agreement, there will be no CPI increase for Residential and Commercial customers until July 1, 2020
- Year two in the Sanitation Franchise Agreement, there is a CPI rate increase cap

- No Residential recycling increase for the first term of the agreement. Term = 6 years

Following discussion, motion was made by Commissioner Bennett and seconded by Commissioner Powell to approve the contract with Scott Waste Services and authorize the Mayor to sign all necessary documents.

Voting Aye: All. Motion carried unanimously.

Commissioner Powell and Commissioner Williams asked to sponsor Ordinance No. 2019-017 titled An Ordinance Approving and Relating to an Exclusive Franchise to Collect, Transport and Dispose of Commercial and Residential Solid Waste within the City of Franklin and Simpson County, Kentucky, with first reading taking place during the ordinance portion of the meeting.

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The current parking ordinance is dated and in need of revision to better meet the needs and growth of the City of Franklin. Code Enforcement Officer, Kevin Allen, discussed numerous changes that need to be made to the ordinance. City Attorney, Scott Crabtree, added that there were other items that would need to be revised, and that the new parking ordinance would need to include flexibility to add other things as they see fit. Following this discussion, Commissioner Stewart and Commissioner Powell requested to sponsor an ordinance to revise and expand the City's parking ordinance to better serve and define the needs of the City of Franklin as we continue to grow and move forward, and repeal all ordinances regarding the existing parking structure. City Attorney, Scott Crabtree, will prepare this ordinance for future first reading.

## **UTILITIES**

Wastewater Treatment Superintendent, Trent Coffee, requested approval for the purchase of materials and crane rental for the rehab of aeration basin #2 at the Wastewater Treatment Plant.

Motion was made by Commissioner Powell and seconded by Commissioner Stewart to authorize the purchase of materials from Schreiber in the amount of \$72,356.00, and the rental of a crane in the amount of \$11,500.00 for Wastewater Treatment Plant aeration basin rehab.

Voting Aye: All. Motion carried unanimously.

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Public Works Director, Chris Klotter, requested the transfer of Michael Ranburger to the Maintenance Technician position, and to transfer the Wastewater Collections Superintendent duties to Trent Coffee, current Wastewater Treatment Superintendent.

Motion was made by Commissioner Bennett and seconded by Commissioner Powell to authorize the transfer of Michael Ranburger to the Maintenance Technician position and to transfer the duties of the Collections Superintendent position to Trent Coffee.

Voting Aye: All. Motion carried unanimously.

## **ORDINANCES**

City Attorney, Scott Crabtree, provided second summary reading of Ordinance No. 2019-016 titled: An Ordinance Rezoning 409 Hudspeth Avenue from I-1 (Light Industrial) to R-1 (Single Family); the Vacant Lot Located on 403 Brick Street from I-1 (Light Industrial) to R-2 (Single Family and Two Family); and the 2.5 Acre Vacant Lot Located on Morris Street and Hudspeth Avenue from I-1 (Light Industrial) to R-1S (Single Family Residential).

Motion was made by Commissioner Powell and seconded by Commissioner Stewart to approve Ordinance No. 2019-016 and was unanimously approved by the following roll call vote:

Mayor Dixon	<u>Aye</u>
Commissioner Powell	<u>Aye</u>
Commissioner Williams	<u>Aye</u>
Commissioner Bennett	<u>Aye</u>
Commissioner Stewart	<u>Aye</u>

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City Attorney, Scott Crabtree, provided first summary reading of Ordinance No. 2019-017 titled: An Ordinance Approving and Relating to an Exclusive Franchisee to Collect, Transport, and Dispose of Commercial and Residential Solid Waste within the City of Franklin and Simpson County, Kentucky.

No action is taken on first reading of an ordinance.

## **ADJOURNMENT**

Motion was made at 6:30 p.m. by Commissioner Powell and seconded by Commissioner Stewart to adjourn the special called meeting of the Franklin City Commission.

Voting Aye: All. Motion carried unanimously.

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Larry Dixon, Mayor  
City of Franklin

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Rita Vaughn, Deputy City Clerk  
City of Franklin

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Cathy Dillard, City Clerk  
City of Franklin



# RECOGNITIONS

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## **MEMO**

TO: Franklin City Commission  
FROM: City Manager Kerton Powell  
DATE: August, 8<sup>th</sup> 2019  
SUBJECT: Recognition

Cathy Dillard recently graduated from the Kentucky Municipal Clerks Institute. This achievement required many hours away from home over the past three years. I feel this says a lot about her character, someone who continues to learn and expand her knowledge for the betterment of our community.

I would like to recognize Franklin's City Clerk, Cathy Dillard, during Monday's Commission Meeting.

## KENTUCKY MUNICIPAL CLERKS INSTITUTE AWARDS BANQUET

July 26, 2019  
DoubleTree Suites  
Lexington, Kentucky

### Welcome/Remarks

Cissy Fletcher, KMCA President, City Clerk of Hopkinsville

### Recognition of 2019 Certified Kentucky Municipal Clerks Graduates

Kathryn Adamson, Utility Clerk, City of Flemingsburg  
Sandra Ballard, City Clerk/Treasurer, City of Jeffersonville  
Joy Bennett, City Clerk, City of Horse Cave  
Kim Blue, City Clerk, City of Madisonville  
Sonya Conner, Assistant City Clerk, City of Midway  
~~Early Dillard, City Clerk, City of Franklin~~  
Angela Dunaway, City Clerk/Treasurer, City of Hilton  
Susan Ellis, City Clerk, City of Fort Wright  
Shelby Lewis, Senior Office Clerk, City of Harrodsburg  
Debbie Moore, Assistant City Clerk, City of Eminence  
Karen Schlotz, Assistant City Clerk, City of Wilder  
Tamara Shouse, City Clerk, City of Booneville  
Sonja Smalley, Payroll Clerk, City of Flemingsburg  
Robin Sweeney, City Clerk, City of Cold Spring  
Morgan Whitacre, License Clerk, City of Shelbyville  
Tammy Wilhite, Assistant City Clerk, City of Watkin  
Ramona Williams, City Clerk/Treasurer, City of Falmouth  
Jari Woosley, City Clerk/Treasurer, City of Leitchfield

### Closing Remarks

Cissy Fletcher, KMCA President, City Clerk of Hopkinsville

Photo of 2019 graduates will be taken immediately following the ceremony.







# HEAR THE PUBLIC

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## **MEMORANDUM**

TO: Mayor Larry Dixon and City Commissioners  
FROM: Kerton Powell  
DATE: August 8, 2019  
SUBJECT: Hear the Public – Riley Bright

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Riley Bright requested to address the Commission regarding conditions on Liberty Street.

# COMMUNITY SERVICES

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# MEMO

TO: Mayor and Commissioners

FROM: Tammie Carey, Community Development Director

DATE: August 6, 2019

RE: Downtown App Presentation

Last year we began discussions and planning for an app that would feature downtown businesses, parking areas, events and more. Franklin Simpson Renaissance took this project on and has contracted with a company called ProsperWalk to design and develop an app for Franklin.

Franklin Simpson Renaissance Director, Amy Ellis, will be at the meeting to share information and a demo of the app.



# GENERAL GOVERNMENT

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## MEMO

TO: Franklin City Commission  
FROM: Scott Crabtree  
DATE: August 1, 2019  
SUBJECT: ORDINANCE ADOPTING AMENDED ZONING REGULATIONS

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Attached is an Ordinance adopting amendments to the Planning and Zoning Regulations that have been approved by Planning and Zoning after a public hearing pursuant to the Kentucky Revised Statutes. We will need 2 sponsors for the Ordinance, and we can have first reading during the ordinance portion of the meeting.

**Proposed action: We need 2 sponsors for the ordinance.**

**ORDINANCE NO. 2019 - 018**

**AN ORDINANCE ADOPTING AMENDED ZONING REGULATIONS OF THE  
CITY OF FRANKLIN AND SIMPSON COUNTY, KENTUCKY  
IN ARTICLE 9, SECTIONS 9.7.7 THROUGH 9.7.12  
AS RECOMMENDED BY THE FRANKLIN-SIMPSON PLANNING AND ZONING COMMISSION**

WHEREAS, after a public hearing on Tuesday, June 4, 2019, and pursuant to KRS 100.210 and all other applicable statutes, the Franklin-Simpson County Planning and Zoning Commission approved revisions in Article 9, Sections 9.7.7 through 9.7.12 of the Zoning Regulations of the City of Franklin and Simpson County, Kentucky at a meeting held on Tuesday, June 4, 2019, and submitted the regulations to the Board of City Commissioners of the City of Franklin for consideration and adoption; and

WHEREAS, it is in the best interest of the City of Franklin to adopt said regulations.

NOW, THEREFORE, BE IT ORDAINED by the City of Franklin, Kentucky, acting by and through its Board of City Commissioners as follows:

1. The amended zoning regulations contained in Article 9, Sections 9.7.7 through 9.7.12 of the City of Franklin and Simpson County, Kentucky approved by the Franklin-Simpson County Planning and Zoning Commission on Tuesday, June 4, 2019 are hereby adopted and all of the provisions, conditions and terms of such regulations on file in the office of the Franklin-Simpson County Planning and Zoning Commission and the office of the City Clerk of the City of Franklin are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance. The additions and revisions are as follows:

**9.7.7 Processing Application**

Applications for the construction of cellular antenna towers for cellular telecommunications services or personal communications services shall be processed as follows:

- a. At least one (1) public hearing on the proposal shall be held, at which hearing interested parties and citizens shall have the opportunity to be heard. Notice of the time and place of such hearing shall be published at least once, in a newspaper of general circulation in the county, provided that one (1) publication occurs not less than seven (7) calendar days not more than twenty-one (21) calendar days before the occurrence of such hearing.
- b. Notice of the proposal shall be posted by the applicant and shall remain in a visible location on the proposed site until final disposition of application. Such notice shall consist of a written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "[Name of Applicant] proposed to construct a telecommunications tower on this site" and including the addresses and telephone numbers of the applicant and the planning commission.
- c. Notice of the proposal shall be posted by the applicant and shall remain on the public road nearest the site until final disposition of the application. Such notice shall consist of a written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "[Name of Applicant] proposes to construct a telecommunications tower near this site" and including the addresses and telephone numbers of the applicant and the planning commission.
- d. Notice of the hearing shall be given at least fourteen (14) days in advance of the hearing by certified mail, return receipt requested, to the owner of every parcel of property within five hundred (500) feet of the proposed tower or property contiguous to the site upon which the tower is proposed to be constructed. Said notice shall include a map of the location of the proposed construction, the telephone number and address of the planning commission, and shall inform the addressee of his or her right to participate in the planning commission's proceedings on the application. Records maintained by the Property Valuation Administrator may be relied upon conclusively to determine the identity and address of said owner. In the event such property is in condominium or cooperative forms of ownership, then the person notified by mail shall be the president or chairperson of the owner group which administers property commonly owned by the condominium or cooperative owners. A joint notice may be mailed to two or more co-owners of

an adjoining property who are listed in the Property Valuation Administrator's records as having the same address.

- e. Upon holding such hearing, the planning commission shall, within sixty (60) days commencing from the date that the application is received by the planning commission, or within a date specified in a written agreement between the planning commission and the applicant, make its final decision to approve or disapprove the uniform application. If the planning commission fails to issue a final decision within sixty (60) days, and if there is no written agreement between the planning commission and the utility to a specific date for the planning commission to issue a decision, it shall be presumed that the planning commission has approved the utility's uniform application. In the event the application is filed in a timely manner where the planning commission's regular scheduled monthly meeting will not accommodate a public hearing, the planning commission will request a written agreement between said commission and the applicant to extend the sixty (60) day deadline.

#### **9.7.8 Design Standards**

The applicant shall provide information demonstrating compliance with the following requirements. Where the planning commission finds that circumstances or conditions relating to the particular application are such that one or more of the requirements listed below are not necessary or desirable for the protection of surrounding property or the public health, safety, and general welfare, and that such special conditions or circumstances make one or more said requirements unreasonable, the planning commission, or its duly authorized representative, may modify or waive such requirement, either permanently or on a temporary basis. Any such modification or waiver shall be requested by the applicant, and the applicant shall submit a written justification for each requested modification or waiver.

- a. All structures, except fences, shall be located a minimum distance from the property line or lease line of any adjoining property that is equal to one-half (1/2) the height of the tower, but not less than fifty (50) feet.
- b. A cellular antenna tower, or alternative antenna tower structure, may be constructed to a maximum height of two hundred (200) feet regardless of the maximum height requirements listed in the specific zoning district. This also applies to any tower taller than fifteen (15) feet constructed on the top of another building or structure, with the height being the overall height of building/structure and tower together, measured from the grade to the highest point. The planning commission may allow antennas greater than two hundred (200) feet in height upon review of the applicant's justification that the additional height meets the criteria identified in Section 9.7.9.
- c. The cellular antenna tower shall be constructed in compliance with the current ANSI/EIA/TIA 222-F standards and other applicable state standards.
- d. Cellular antenna towers shall not be illuminated, except in accordance with other state or federal regulations.
- e. The site shall be unstaffed. Personnel may periodically visit the site for maintenance, equipment modification or repairs. To accommodate such visits, ingress/egress shall only be from approved access points.
- f. Woven wire or chain line (eighty percent (80%) open) or solid fences made from wood or other materials (less than fifty percent (50%) open) shall be used to enclose the site. Such fences shall not be less than six (6) feet in height or more than eight (8) feet in height. The use of barb wire or sharp pointed fences shall be prohibited. Such fence may be located within the front, side, or rear yard.
- g. Screening shall be provided by evergreen trees, with a minimum height of six (6) feet, planted in a staggered pattern at a maximum distance of fifteen (15) feet on center. The screening shall be placed in an area between the property line, or lease line, and a ten (10) feet setback.
- h. Any site to be purchased or leased for the installation of a cellular antenna tower, or alternative antenna tower, and ancillary facilities, shall be at least five thousand (5,000) square feet in area.
- i. All new cellular antenna towers shall be designed and constructed to accommodate a minimum of three (3) service providers.
- j. All option and site lease agreements shall not prohibit the possibility of co-location.

Section 9.7.7 will be renumbered to 9.7.9.

Section 9.7.8 will be renumbered to 9.7.10.

Section 9.7.9 will be renumbered to 9.7.11.

**9.7.12 Confidentiality**

From the time that a uniform application is received by the planning commission, all information contained in the application and any updates, except for any map or other information that specifically identifies the proposed location of the cellular antenna tower then being reviewed, shall be deemed confidential and proprietary within the meaning of KRS 61.878. The planning commission shall deny any public request for the inspection of this information, whether submitted under Kentucky's Open Records Act or otherwise, except when ordered to release the information by a court of competent jurisdiction, or when and to the extent that confidentiality is waived in writing by the applying utility.

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

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

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

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

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

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

APPROVED BY:

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

ATTEST:

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



## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: W. Scott Crabtree  
DATE: July 31, 2019  
SUBJECT: Approval of Westlaw Contract – Research Tool for City Attorney and Staff

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Attached is a copy of the Westlaw Agreement/Order Form. Westlaw is a research tool used by the City Attorney and also is available for use by City Staff. This is an all-inclusive research tool and is used in lieu of maintaining an up to date law library.

After review, and our Attorney's historical use of this product, it has been determined that it would be most cost effective for the City to enter into a three year agreement for access to these research resources. The cost has actually decreased from the current amount of \$562.28/month to \$499.92/month. Below is a summary of resources this tool provides.

### ***National library and Premium Analytica for \$499.92/month***

- *All Primary Law (all states and federal cases, statutes, regulations, court rules)*
- *All Legislative History*
- *Statute and Regulation Versioning (historical statutes and regulations)*
- *State Analytical Collections (All states practice guides and analytical materials)*
- *All Forms*
- *All Law reviews and Journals*
- *All News*
- *ALR, Am Jur, CJS, Federal Treatises, Municipal Law content (including McQuillin's), Administrative Law materials, Government and Commercial Contracts, Employment law, Criminal law and more.*
- *All Practical Law*

As noted above, the cost is \$499.92/month with a potential of a 5% increase per year for a 3 year contract. The current budget reflects a monthly cost of \$541.67/month; therefore this is within budgeted parameters.

**Proposed Motion:** Request Commission Approval of the agreement/subscription for the Westlaw Resources and approval for the Mayor to sign any related documents.



THOMSON REUTERS

**Order Form****Order ID: Q-00536878**Contact your representative [rachel.spero@thomsonreuters.com](mailto:rachel.spero@thomsonreuters.com) with any questions. Thank you.**Account Address**

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This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "it". See description terms, if any, follow the ordering guide below.

**ProFlex Products**  
See Attachment for Details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757483	WEB PRACTICE	\$499.92	25	1%

**Minimum Terms**

Online Practice Solutions/Software (ProFlex Products): Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "it") is also responsible for all Excluded Charges. Excluded Charges are for accessing West law data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post-Minimum Terms**

**For Online/Practice Solutions/Software (ProFlex Products):** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate with at least 90 days notice the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 61833, Eagan, MN 55123-1833.

**Automatic Renewal Term for Window Products:** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 61833, Eagan, MN 55123-1833.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term:** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option (primarily to federal law).

**Miscellaneous**

**Charges, Payments & Taxes:** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales tax, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs (including attorney's fees).

**Settling a Disputed Balance:** Payments marked "paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on you, as well. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 61833, Eagan, MN



15123-1807, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to assist in your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same is part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 15 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, eBook, WestPass, Westlaw, CLEAR, Meritor Suite, ProView eBook, Software, West LegalEducenter, Practice Solutions, ProView, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> for contact Customer Service at 1-800-328-4880 for additional details regarding our policies regarding our returns.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then current rate ("Excluded Charges"). Excluded Charges will be received and rise with your next payment. For your reference, our current Excluded Charges advertisement is located at the link below. Excluded Charges may change either at least 30 days written or notice or without notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/blank-2-fee-schedule.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/blank-2-fee-schedule-n-concourse-cms-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions apply to all products ordered, except print, and is located at <http://static.legalsolutions.thomsonreuters.com/static/ThomsonReutersGeneralTermsConditions.pdf>

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReutersGeneralTermsConditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, associates, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/ThomsonReutersGeneralTermsConditions-PST.pdf> if the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Clearnet Express
- Elected Public Solutions
- ProView eBooks
- Time and Billing
- Westlaw Software
- West LegalEducenter
- Westlaw
- Westlaw Data & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### Additional Order Form Terms and Conditions

##### **Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official communication (e.g., e-mail or e-mail, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the funds notice.

**Acknowledgement:** Order ID: 12-00536878

Signature of Authorized Representative for order

Title

Printed Name

Date





THOMSON REUTERS

**Attachment****Order ID: Q-00536878**Contact your representative [scott@crs.thomsonreuters.com](mailto:scott@crs.thomsonreuters.com) with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000474406

**Order Confirmation Contact (#28)**

Contact Name: SCOTT CRASTREE

Email: [scott@crs.thomsonreuters.com](mailto:scott@crs.thomsonreuters.com)**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**Profile Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000474406	FRANKLIN ACCOUNTS PAYABLE	PO BOX 2605 FRANKLIN KY 42301-2605 US	New

**Profile Product Details**

Quantity	Unit	Service Material #	Description
	Attorneys	42077755	Cvt - Analytical Plus for Government
	Attorneys	42077751	Cvt - National Finance Cvt

**Account Contacts**

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
SCOTT	CRASTREE	<a href="mailto:scott@crs.thomsonreuters.com">scott@crs.thomsonreuters.com</a>	641 - PSW/1 CONTACT

**Lapsed Products**

Sub Material	Active Subscription to be Lapsed
4194013	Government Plan 801-925 (Vaseline B-1)™



## MEMORANDUM

TO: Mayor Larry Dixon and City Commissioners  
FROM: Kenton Powell  
DATE: August 8, 2019  
SUBJECT: West Fork Drakes Creek Dam and Reservoir Interstate Authority Board Appointments

---

Attached for your review is Resolution No. D-2019 approving appointments to the West Fork Drakes Creek Dam and Reservoir Interstate Authority Board of Directors.

1. Judge Executive Mason Barnes as the Simpson County Fiscal Court representative
2. City Commissioner Herbert Williams as the City of Franklin representative
3. Mayor Larry Dixon as the Mayor of the City of Franklin representative

The annual meeting of the Authority typically takes place in September but a date and time are pending at this time.

**Recommended Action:** Motion to approve Resolution D-2019 appointing members to the Board of Directors of the West Fork Drakes Creek Dam and Reservoir Interstate Authority.

**RESOLUTION NO. D - 2019**

**A RESOLUTION OF THE CITY OF FRANKLIN, KENTUCKY,  
APPOINTING A MEMBER TO THE WEST FORK DRAKES CREEK DAM AND  
RESERVOIR INTERSTATE AUTHORITY**

WHEREAS, KRS 151.650, et seq., created the West Fork Drakes Creek Dam and Reservoir Interstate Authority; and

WHEREAS, pursuant to KRS 151.652, the City legislative body shall appoint of its members by and through a resolution to serve on said board, along with various other members from Simpson County, Kentucky and Sumner County, Tennessee.

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

1. The Board of Commissioners hereby adopts the preamble to this Resolution the same as if set forth fully herein.
2. The Board of Commissioners appoints to the West Fork Drakes Creek Dam and Reservoir Interstate Authority the following:
  - (a) Judge Executive Mason Barnes as the Simpson Fiscal Court representative for his term of office to expire on December 31, 2022; and,
  - (b) City Commissioner Herbert Williams as City of Franklin representative for his term of office to expire on December 31, 2020, and,
  - (c) Mayor Larry Dixon as the Mayor of the City of Franklin representative for his term of office to expire on December 31, 2022.

RESOLVED this \_\_\_\_\_ day of August, 2019.

---

Larry Dixon, Mayor  
City of Franklin, Kentucky

ATTEST:

---

Cathy Dillard, City Clerk  
City of Franklin, Kentucky



## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: Shaunna R. Cornwell, Director of Finance  
DATE: August 5, 2019  
SUBJECT: Contract with State Line Exterminating

---

The City has rebid its Pest Control Services. The City's procurement agent has gathered contract pricing for these services on a City Wide basis in order to secure the best pricing possible.

The City received per annum quotes from the following:

State Line Exterminating \$920.00 (+\$360.00 Termite Inspection Insurance)  
Orkin \$1500.00 (Termite Inspection Insurance Unavailable)  
Plus: One time, initial fee of \$1,780.00  
Guarantee Pest Control \$1760.00 (Termite Insurance Inspection Unavailable)  
Alpha Pest Management LLC \$1100.00 (Termite Inspection Insurance Unavailable)  
Scott Terminating \$960.00 (Termite Inspection Insurance Unavailable)  
Grace Pest Solutions \$960.00 (Termite Inspection Insurance Unavailable)

The most cost effective quote came from State Line Exterminating. In order to utilize this quote they are requesting that the City enter into a 12 month contract (see attached). The total cost, annually, for City Wide pest control with State Line Exterminating is \$920.00. However, we will want to include Termite Inspection Insurance for an additional \$360.00 per year.

**Proposed Motion:** Approve entering into a 12 month contract with State Line Exterminating and authorize the Mayor to sign any and all documents relating to this pest control service.

Stateline Exterminating  
2703 Oak Grove Church Rd  
Bethpage, TN 37022  
(615)888-2004

## Commercial Pest Control Service

**City of Franklin**  
117 W Cedar St  
Franklin, KY 42134-2123

**ACCOUNT #:** 6315

**For service at:**

117 W Cedar St  
Franklin, KY 42134-2123

**Proposed By:**  
new

6/5/2019

State-Line Exterminating, LLC will perform service for the control of: Roaches, Ants, Silverfish, Spiders, Mice, Rats and any other non-wood destroying insect for the following properties:

706 Claire Avenue - Public Works / 117 West Cedar Street - City Hall / 1010 Blackjack - Water

1350 Scottsville Road - Water Plant / 100 S. Water - Police / Office on Cementry Rd

Termites and bed bugs are billed out on a as needed.

### Commercial - Pest Control Service

Type of Service	Price / Visit	Tax	Discount	Total	Visits / Year	Annual	Renewal fee
Comm Pest Control - Quarterly	\$230.00	\$0.00	\$0.00	\$230.00	4	\$920.00	\$0.00

**TOTAL FOR THIS PROGRAM:** \$920.00

### Termite Annual Inspection

Type of Service	Price / Visit	Tax	Discount	Total	Visits / Year	Annual	Renewal fee
Termite - Annual Inspection	\$360.00	\$0.00	\$0.00	\$360.00	1	\$360.00	\$360.00
706 Clair Avenue \$200.00 1350 Scottsville Rd was treated but there is no renewal for the tool shed. Spot treat when necessary in the future. 117 W. Cedar Street - \$160.00							

**TOTAL FOR THIS PROGRAM:** \$360.00  
**TOTAL FOR ALL PROGRAMS:** \$1,280.00

Customer Signature

Date



## INVESTMENT SUMMARY

City Of Franklin

# PROPOSAL #1

### PEST CONTROL SERVICE

TYPE

Standard

FREQUENCY

Every Other Month (EOM6)

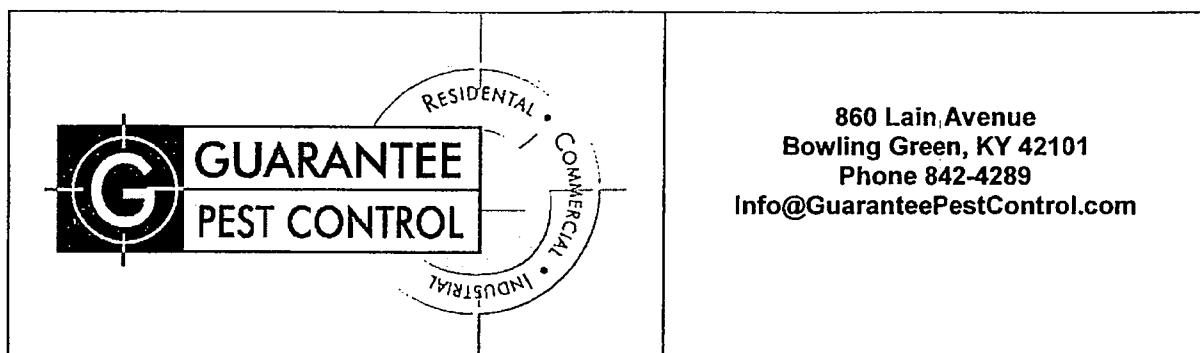
### INVESTMENT \*\*

Total Initial Month ..... \$1,780.00

Per Service Visit ..... \$250.00

Annual ..... \$3,030.00

\*\* Quote excludes tax and replacement cost of pest control equipment



City of Franklin  
Jennifer Knight  
Franklin, Ky. 42131

Jennifer, after viewing all properties I am proposing the following services.

Quarterly service consisting of interior liquid residual treatments of all areas identified at each location listed below. Exterior treatments may be implemented as needed as well. Mouse stations will be placed in needed areas. Glue boards will be used as needed to monitor for problems. Call backs necessary between services will be free of charge for covered pests.

**Total cost per quarter will be \$440.00.** The breakdown follows:

**City Hall:** all offices associated with City of Franklin located at 117 West Cedar St.  
\$50.00 qtly.

**Public Works:** one large building located at 706 Claire Ave. \$70.00 qtly.

**Cemetery Office:** 755 Cemetery St. one office building \$30.00 qtly.

**Police Dept.:** 100 S. Water St. one building \$50.00 qtly.

**Water Treatment Plant:** 1350 Scottsville Rd. main building as well as 3 detached storage buildings.  
\$110.00qtly.

**Wastewater Treatment Plant:** 1010 Blackjack Rd. main building as well 3 detached storage buildings. \$130.00 qtly

Thank you for the opportunity to quote your service. Feel free to contact me should you have any questions.

Jimmy Blankenship President  
Guarantee Pest Control of Bowling Green  
270-842-4289, jim@guaranteepestcontrol.com

# ALPHA PEST MANAGEMENT, LLC

P.O. Box 224  
Lewisburg, KY 42256  
270-776-5527

DATE	TYPE OF SERVICE
6/12/19	<input type="checkbox"/> GENERAL <input type="checkbox"/> REGULAR <u>Bid</u>

Name

City Buildings Quarterly Pest Service

Address

City

Phone

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Termite Inspection | <input type="checkbox"/> Rodents              | <input type="checkbox"/> Termite Treatment |
| <input type="checkbox"/> Indoor             | <input type="checkbox"/> Pre-Treat            | <input type="checkbox"/> Yard Treatment    |
| <input type="checkbox"/> Outdoor            | <input type="checkbox"/> Estimate             | <input type="checkbox"/> Trap Placement    |
| <input type="checkbox"/> Bed Bugs           | <input type="checkbox"/> Foundation Treatment |  |

Target Pest(s)	<u>mice, spiders, roaches etc</u>
----------------	-----------------------------------

- ☐ Crack & Crevice \_\_\_\_\_
- ☐ Exterior \_\_\_\_\_
- ☐ Tamper Proof Stations \_\_\_\_\_
- ☐ Voids \_\_\_\_\_
- ☐ Flooring \_\_\_\_\_

Special Instructions/Remarks	Amount
<u>city maintenance</u>	<u>45<sup>00</sup></u>
<u>waste water</u>	<u>45<sup>00</sup></u>
<u>sewer treatment</u>	<u>60<sup>00</sup></u>
<u>Green Lawn cemetery</u>	<u>40<sup>00</sup></u>
<u>Police Department</u>	<u>40<sup>00</sup></u>
<u>city hall</u>	<u>45<sup>00</sup></u>

No Initial Start up Fee!

Serviced By:	TOTAL
--------------	-------

[Signature] = 275<sup>00</sup>

Customer Signature **Nº 017756**



# Quote



Your local pest control company!  
LPCO # 24305

Date 08/07/2019  
Invoice # N/A  
Expiration Date N/A

Scott's Terminating LLC  
385 Vanhook Dr.  
Franklin, KY 42134  
Phone (270) 306-1106  
Scott.TerminatingLLC@gmail.com

TO: Jennifer Knight

Bill To/Party	Item	Payment Terms	Due Date
Shawn Scott	City of Franklin Quarantary Pest Control	Due on receipt	N/A

Qty	Description	Unit Price	Line Total
	Filler Plant (1350 E. Cedar)		50.00
	Waste Water Facility (1013 Blackhawk)		50.00
	706 Claire Ave.		35.00
	Cemetery Building		35.00
	Police Station		35.00
	City Hall		35.00
Total			\$243.00

Quotation prepared by Shawn I. Scott

*(This is a quotation on the goods named, subject to the conditions noted below. (Unless any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)*

*Thank you for your business!*

Grace Pest Solutions  
507 Patton Road  
Franklin, KY 42134  
(270)223-0310  
6-7-19

This is a bid to provide pest control service to 6 city owned locations: Franklin City Hall, Franklin Water Plant, Franklin Waste Water Plant, Franklin Public Works Department, Franklin Police Station, and Greenlawn Cemetery/Shady Rest Office. Grace Pest Solutions proposes to provide preventive maintenance treatment at the price of \$240 quarterly.

Please contact me with any additional information needed to complete this bid.



## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: Shaunna R. Cornwell, Director of Finance  
DATE: August 12, 2019  
SUBJECT: Contract Regarding Hot Spot for Customer Service

---

The Franklin Municipal Utilities Department is seeking to obtain a Hot Spot wireless router. Because our software is cloud based, if we have an interruption in internet service we cannot service our customers. If we obtain a hot spot then this would provide our Customer Service Department cellular access to our Springbrook software, thus permitting us to service our customers in the event of a power outage or service interruption. This is a budgeted item.

Below are two options for pricing:

Bluegrass Cellular

Rental Fee for Router	\$10.00 per month
Essential Internet Plan – 40 GB	\$35.00 per month

AT&T

Rental Fee for Router	\$12.50 per month – 24 month contract
Data Connect Internet Plan – 10 GB	\$50.00 per month

**Proposed Motion:** Approval to enter into a contract with Bluegrass Cellular for hot spot wireless equipment and internet service for the Customer Service Department and to authorize the Mayor to sign any and all documents necessary to execute this transaction.



## MEMO

TO: Mayor Larry Dixon and Commissioners  
 FROM: Shaunna R. Cornwell, Director of Finance  
 DATE: August 12, 2019  
 SUBJECT: Setting 2019 Real and Personal Property Tax Rates

---

The City has received its 2019 Certified Valuations from the PVA Office and has completed the calculations necessary to set its 2019 Property Tax Rates.

We have calculated the Compensating and 4% Tax Rate amounts for the 2019 tax year – see the attached schedule for additional detail regarding this calculation.

### CITY OF FRANKLIN, KY TAX RATE HISTORY PER \$100 OF ASSESSED VALUE

COMPENSATING RATES		R.E. RATE TAKEN	TX YR	R. E. RATE	TANG RATE	BANK DEPOSIT RATE	MOTOR VEHICLE RATE
R.E.	P.P.						
0.133	0.157	HIGHER THAN COMP	2001	0.136	0.16	0.02	0.1871
0.129		4%	2002	0.134	0.158	0.02	0.1871
0.125	0.143	COMP	2003	0.125	0.143	0.02	0.1871
0.125	0.125	COMP	2004	0.125	0.125	0.02	0.1871
0.128	0.147	COMP	2005	0.127	0.148	0.02	0.1871
0.113	0.119	HIGHER THAN 4%	2006	0.1222	0.1478	0.02	0.1871
0.119	0.1362	HIGHER THAN COMP	2007	0.1222	0.1399	0.02	0.1871
0.108	0.1142	4%	2008	0.112	0.1184	0.02	0.1871
0.114	0.1333	4%	2009	0.118	0.138	0.02	0.1871
0.118	0.118	COMP	2010	0.118	0.118	0.02	0.1871

0.117	0.117	COMP	2011	0.117	0.117	0.02	0.1871
0.117	0.117	COMP	2012	0.117	0.117	0.02	0.1871
0.115	0.115	COMP	2013	0.115	0.115	0.02	0.1871
0.115	0.115	4%	2014	0.119	0.119	0.025	0.197
0.119	0.119	4%	2015	0.123	0.123	0.025	0.197
0.116	0.116	4%	2016	0.120	0.120	0.025	0.197
.119	.119	4%	2017	0.123	0.123	.025	0.197
.122	.122	2017 Rate	2018	0.123	0.123	.025	0.197

Over the last several years, the City has implemented every effort possible to properly meet the needs of this City, while controlling all costs using the most efficient and effective measures possible. However, even with these efforts, the City is still facing critical increases in costs, particularly pertaining to pension increases. The City's current annual pension contribution is right at \$1,000,000. It is projected to exceed \$3,000,000 by FY2028. At the current rate of pension increases as well as the ever inclining costs of healthcare, we are projecting for expenditures to equal or exceed revenues by FY2024. The City Manager and I have discussed this at length and we both agree that, given these factors, we should recommend that the City keep the property tax rate the same - .123. This will keep the rate unchanged since 2017. We do not feel it would be prudent to lower the rate, at this time, to the compensated calculated rate of .121.

**Recommendation:** The 2019 Property Tax Rates must be established by Ordinance. I have drafted three 2019 Property Tax Rate Ordinances, Ordinance Number 2019-019, reflecting either Property Tax Rate of .121, .123 or .125. Either is ready for the first reading of this Ordinance at the conclusion of this meeting and then we can proceed with scheduling the public hearing (if necessary) as required by law. After the public hearing (if necessary), recommended to be on Thursday August 29<sup>th</sup> or Friday August 30<sup>th</sup>, the second and final reading of the Ordinance would be read.

ORDINANCE NO. 2019-019

ORDINANCE SETTING FORTH THE PROPERTY TAX RATE FOR THE CITY OF FRANKLIN, KENTUCKY FOR THE TAX YEAR 2019 AND CALCULATED USING THE CERTIFIED PROPERTY ASSESSMENTS AS PROVIDED BY THE SIMPSON COUNTY PROPERTY VALUATION ADMINISTRATOR AND LEVYING AN AD VALOREM TAX OF 12.1 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE REAL PROPERTY WITHIN THE JURISDICTION AND AN AD VALOREM TAX OF 12.1 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE TANGIBLE PERSONAL PROPERTY AND MERCHANDISE INVENTORY WITHIN THE JURISDICTION

WHEREAS, the property assessment for property within the City of Franklin, Kentucky has been certified for Real Property at \$640,375,943 and Tangible Personal Property at \$170,293,410;

NOW, THEREFORE, BE IT ORDAINED BY the City of Franklin, Kentucky, that there is now levied for the property tax year 2019, and all subsequent years, an ad valorem tax of 12.1 cents per one hundred dollars (\$100.00) assessed valuation on all taxable real property within the jurisdiction, and an ad valorem tax of 12.1 cents per one hundred dollars (\$100.00) assessed valuation on all taxable tangible personal property and merchandise inventory within the jurisdiction.

This Ordinance becomes effective upon its passage and publication according to 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 holding shall not affect the validity of 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 board of Commissioners of the City of Franklin, Kentucky held on \_\_\_\_\_, 2019 on motion made by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing Ordinance was adopted, after full discussion, by the following vote:

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

APPROVED BY:

ATTEST:

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

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

ORDINANCE NO. 2019-019

ORDINANCE SETTING FORTH THE PROPERTY TAX RATE FOR THE CITY OF FRANKLIN, KENTUCKY FOR THE TAX YEAR 2019 AND CALCULATED USING THE CERTIFIED PROPERTY ASSESSMENTS AS PROVIDED BY THE SIMPSON COUNTY PROPERTY VALUATION ADMINISTRATOR AND LEVYING AN AD VALOREM TAX OF 12.5 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE REAL PROPERTY WITHIN THE JURISDICTION AND AN AD VALOREM TAX OF 12.5 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE TANGIBLE PERSONAL PROPERTY AND MERCHANDISE INVENTORY WITHIN THE JURISDICTION

WHEREAS, the property assessment for property within the City of Franklin, Kentucky has been certified for Real Property at \$640,375,345 and Tangible Personal Property at \$170,595,410;

NOW, THEREFORE, BE IT ORDAINED BY the City of Franklin, Kentucky, that there is now levied for the property tax year 2019, and all subsequent years, an ad valorem tax of 12.5 cents per one hundred dollars (\$100.00) assessed valuation on all taxable real property within the jurisdiction, and an ad valorem tax of 12.5 cents per one hundred dollars (\$100.00) assessed valuation on all taxable tangible personal property and merchandise inventory within the jurisdiction.

This Ordinance becomes effective upon its passage and publication according to 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 holding shall not affect the validity of 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 Board of Commissioners of the City of Franklin, Kentucky held on \_\_\_\_\_, 2019 in motion made by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing Ordinance was adopted, after full discussion, by the following vote:

THURBERT WILLIAMS

BROWNIE BENNETT

JAMIE POWELL

WENDELL STEWART

MAYOR LARRY DIXON

APPROVED BY:

LARRY DIXON, MAYOR  
CITY OF FRANKLIN, KY

ATTEST:

CATHY DILLARD, CITY CLERK  
CITY OF FRANKLIN, KY

ORDINANCE NO. 2019-019

**ORDINANCE SETTING FORTH THE PROPERTY TAX RATE FOR THE CITY OF FRANKLIN, KENTUCKY FOR THE TAX YEAR 2019 AND CALCULATED USING THE CERTIFIED PROPERTY ASSESSMENTS AS PROVIDED BY THE SIMPSON COUNTY PROPERTY VALUATION ADMINISTRATOR AND LEVYING AN AD VALOREM TAX OF 12.3 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE REAL PROPERTY WITHIN THE JURISDICTION AND AN AD VALOREM TAX OF 12.3 CENTS PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE TANGIBLE PERSONAL PROPERTY AND MERCHANDISE INVENTORY WITHIN THE JURISDICTION**

WHEREAS, the property assessment for property within the City of Franklin, Kentucky has been certified for Real Property at \$640,375,945 and Tangible Personal Property at \$170,392,410;

NOW, THEREFORE, BE IT ORDAINED BY the City of Franklin, Kentucky, that there is imposed for the property tax year 2019, and all subsequent years, an ad valorem tax of 12.3 cents per one hundred dollars (\$100.00) assessed valuation on all taxable real property within the jurisdiction, and an ad valorem tax of 12.3 cents per one hundred dollars (\$100.00) assessed valuation on all taxable tangible personal property and merchandise inventory within the jurisdiction.

This Ordinance becomes effective upon its passage and publication according to 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 holding shall not affect the validity of 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 board of Commissioners of the City of Franklin, Kentucky held on \_\_\_\_\_, 2019 on motion made by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the foregoing Ordinance was adopted, after full discussion, by the following vote:

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

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

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

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

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

APPROVED BY:

LARRY DIXON, MAYOR  
CITY OF FRANKLIN, KY

ATTEST:

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





## MEMO

TO: Mayor and Commissioners  
FROM: Tammie Carey, Community Development Director  
DATE: August 6, 2019  
RE: Phone Service

The end of June we did a buyout on our phone equipment that we had been leasing from Windstream. We also upgraded the phone system equipment through Folco. That transition has gone very well.

Now that we own all of the equipment we are able to change phone service providers. EPB Fiber offers phone service using the VoIP technology.

Included is a Use and Service Agreement from EPB Fiber. I would like to ask the commissions consideration of entering in to an agreement for phone service with EPB Fiber. I would also like to ask that the Mayor be authorized to sign the agreement and authorize me to be the point of contact for changes that need to be made through Windstream during the transition.

***Proposed Motion:*** *I make a motion to enter in to an agreement for phone service with EPB Fiber and authorize the Mayor to sign any and all documents related to the agreement and authorize Tammie Carey to make changes on behalf of the City as they relate to terminating the agreement with Windstream.*



*Business Service  
Customer Profile  
Fiber Network Business Service  
Use and Service Agreement*

**Account Information:**

Customer Name: City of Franklin

Service Address: 117 West Cedar Street

Billing Address: P.O. Box 2805  
Franklin, KY 42135

Contact Person: Tammie Carey, Community Development Director  
Phone

Email Address: \_\_\_\_\_

Landlord Name: \_\_\_\_\_  
Phone

**Services:**

Internet/Data Service: VOICE service

Special Conditions: 18 call paths, 75 DID's

**Agreement Term:** 12

**Monthly Service Charge:**

Internet Service:	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>
VOIP Service:	<u>18</u>	<u>\$39.95</u>	<u>\$719.10</u>
DIDs:	<u>75</u>	<u>\$1.00</u>	<u>\$75.00</u>
Connection Charge:	<u>0</u>	<u>\$300.00</u>	<u>\$0.00</u>
Voice Activation Charge:	<u>0</u>	<u>\$25.00</u>	<u>\$0.00</u>

**Service Response Terms:** EPB will monitor its network and customer connection to the point of demarcation at the customer's premises and will respond to trouble calls for the above services during normal business hours of 8:00 am to 5:00 pm, Monday through Friday.

Acknowledged and agreed this    day of    2019

Customer Signature \_\_\_\_\_



## The Standard Letter of Agency Document

A Letter of Agency (LOA) must be completed by the end-user and supplied to Franklin EPB upon request. The LOA must contain the name and current service address of the end-user and the numbers that will be ported to Franklin EPB the end user's current carrier. The LOA used must comply with FCC regulations and must be dated and signed by the end-user or a person who has the authority to act as a legal agent.

Dear Customer,

Thank you for choosing Franklin EPB, as your network carrier. As you are aware, you may continue to use your existing telephone number with Franklin EPB. In order to transition your current telephone number to the Franklin EPB network, Franklin EPB must work with your previous service provider to ensure that your service is uninterrupted, and where applicable, to ensure that your number is transferred.

Your prior Franklin EPB requires this letter as proof that you have explicitly authorized and requested that your service and current telephone number be transferred to another Franklin EPB. By filling in all the information requested below and signing and dating this letter, you provide us with the authorization to initiate the process of transferring your service and telephone number to Franklin EPB. You will then be able to use your old number with the Franklin EPB network.

Please ensure the following information is completed accurately to prevent possible delays.

End-User Name (Business or Residential): \_\_\_\_\_

Person authorized to make this request if a business: \_\_\_\_\_

Service Street Address: \_\_\_\_\_ Suite or Apartment No: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Current Service Provider: \_\_\_\_\_

\*Note that all Telephone Numbers listed below must be associated with this Name.

<u>Beginning Range TN</u>	<u>End Range TN</u>	<u>Billing (main acct) TN for porting TNs</u>
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____

PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS OR DISCONNECTS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE A DELAY IN PORTING YOUR NUMBERS.

If you wish to select Franklin EPB as your new service provider for the telephone number listed on this form, you will need to sign your initials on the THREE (3) lines below, as applicable:

- ☐ I select \_\_\_\_\_ (initials) Franklin EPB as the network carrier for all local calls for this number.  
☐ I select \_\_\_\_\_ (initials) Franklin EPB as the network carrier for all intrastate toll calls for this number.  
☐ I select \_\_\_\_\_ (initials) Franklin EPB as the network carrier for all interstate toll and international calls for this number.

If you want to receive service on the Franklin EPB network, you will need to select Franklin EPB in ALL THREE (3) spaces above. You may not have more than one carrier for each TYPE of service above.

By signing below, I designate Franklin EPB to transfer my service from my current provider to Franklin EPB. By signing below, I also authorize Franklin EPB to transfer my current telephone number used to provide service so that Franklin EPB may provide its network service to me. By signing below, I also authorize Franklin EPB to obtain billing information, customer service records, and other information required to provide me with service on the Franklin EPB network. I understand that I may consult with Franklin EPB as to whether a fee will apply to the change.

Printed End-User Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## MEMORANDUM

TO: Mayor Larry Dixon and City Commissioners  
FROM: Kenten Powell  
DATE: August 8, 2019  
SUBJECT: Discussion Regarding Planning & Zoning Commission

---

Carter Munday, Administrator of F-S Planning & Zoning Commission, will provide an update to the Commission regarding the Planning & Zoning Office.

## F-S Planning & Zoning Office

### PERMIT & INSPECTIONS UPDATE REVIEW

Since beginning day to day measurements in November 2018 the avg. daily run rate seemed a bit anemic. Being alarmed by this I investigated further and found that we may not have been getting all the inspections performed that may should have been by the permitted requirement and another threat was no proof mostly that inspections ever had any documentation on file

I am a firm believer in what gets measured gets done. We started about building a log to track inspection requests because we had personnel both with over 10 years of service each a new step in the process introduction that they never had to do before was going to be major obstacle. But I had hopes for once they began to understand the goal of this endeavor they would understand why we must get closer to day to day responsibilities to permit holders and provide the value they deserve in timely inspections all while reducing potential liabilities.

Unfortunately we lost two inspectors which was a turnover cost to the process but we were able to back fill the positions with seasoned knowledgeable personnel. As the electrical inspection process came 1<sup>st</sup> we addressed it first then the building inspection came shortly after by surprise. The snap shot comparison below illustrates productivity measured day to day from when we started in November 2018 to when they departed and the new inspection process started to date.

Prior to the electrical inspection change measured period 25 weeks

TOTAL # INSP. LOGGED	AVG. PER. WK.	EST. COST PER INSPECTION
210	8	163.00

After the change in electrical inspections measured over 9 weeks

TOTAL # INSP. LOGGED	AVG. PER WK.	DIRECT COST PER INSPECTION
202	22	50.00

Prior to the building inspection change measured period 25 weeks

TOTAL # INSP. LOGGED	AVG. PER WK.	EST. COST OF INSPECTION
113	5	324.00

After the change in build inspections measured over 7 weeks

TOTAL # INSP. LOGGED	AVG. PER WK.	EST. COST OF INSPECTION
50	7	39.00

The real inspection visit number logged above is less the 21 footer inspections I have performed over the last 8 weeks this inspection part would not fit the mold of 2 day per week offering because of the nature of the inspection is based more on Just in time need and weather our long term solution is to recruit a candidate from both the county public works and city public works as footer specialist to handle these needs when they arise on the odd days the building inspector is not on duty.

There were other job duties assigned to the prior building inspector that would suggest maybe a reduction in the cost of inspection but the measurements just are not there to support the time giving to the other duties essentially providing a higher cost of inspection performed.

## **BUILDING & ELECTRICAL PERMITS UPDATE**

### **BUILDING PERMITS ISSUED FROM JAN. THRU JUNE 2019**

NEW HOMES Jan. thru June 2019                      47 PERMITS

NEW HOMES Jan. thru June 2018                      29 PERMITS

OVERALL BUILDING PERMITS ISSUED INCLUDING NEW HOMES: 91 PERMITS

AVERAGE REVENUE PER PERMIT: 188.36

(NO MEASURE FROM LAST YEAR TO COMPARE)

### **ELECTRICAL PERMITS ISSUED FROM JAN. THRU JUNE 2019**

NEW HOMES Jan. thru June 2019:                      49 PERMITS

(NO MEASURE FROM LAST YEAR TO COMPARE)

OVERALL ELECTRICAL PERMITS ISSUED INCLUDING NEW HOMES: 134 PERMITS

AVERAGE REVENUE PER PERMIT: 155.28

(NO MEASURE FROM LAST YEAR TO COMPARE)

To summarize, the above measurements can tell some things and help with setting some direction with initiatives moving forward with how we perform these functions.

# **PUBLIC SAFETY**

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**MEMORANDUM**

TO: Mayor Larry Dixon and City Commissioners  
FROM: Franklin Police Chief Roger Solomon  
DATE: August 6, 2019  
RE: Purchase of Body Worn Cameras

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Included in the Police Department 2019-20 Fiscal Budget was the purchase of body worn cameras. We were able to find Axon body worn cameras on the Kentucky State procurement website and contacted a local vendor representative. Attached is the quote from Axon Enterprise, Inc. for 25 cameras at \$699.00 each for a total purchase price of \$17,475.00.

At this time we have a pressing need for this equipment as several of our existing cameras are experiencing mechanical failures and the turnaround time for a new purchase is several weeks.

Along with this quote I am providing some statistical data relating to body worn cameras.

Chief Roger Solomon

**RECOMMENDED ACTION:** Motion to approve the purchase of 25 body worn cameras from Axon Enterprises, Inc. in the total amount of \$17,475.00 and to authorize the Mayor to sign any and all documents relating to this purchase.



#### Body Worn Camera Statistics:

- According to the Bureau of Justice Statistics, 47% of agencies had BWC by 2016, yet only 57% had fully outfitted their entire agency. The Franklin Police Dept fully outfitted all officers in 2014. We were the first in our area to fully outfit all officers. In 2015, the ACLU made the push for body worn cameras.
- 80% of agencies did it for officer safety, evidence quality, reduce civilian complaints, and to reduce liability.
- There was a 66% reduction nationwide in citizen complaints, but a 41% increase in open records requests. With these requests and redaction mandates, many governments have had to employ civilian people fulltime to meet these demands.
- 83% of agencies who do not have them as of 2018 have cited cost of the cameras and intrusion of privacy as the barriers to acquisition.
- The Franklin Police Department officers love the body worn cameras, the only negative was that officers who were around prior to body worn cameras felt there has been a regression in the trust of an officers actual testimony. They all understand the positives far outweigh any negatives.
- Other local agencies have followed our example recently in the purchase of body cameras and our policy and procedures as it pertains to them.



Axon Enterprise, Inc.  
17900 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 878-2737

Q-222876-43677.866CM

Issued: 07/31/2019

Quote Expiration: 08/30/2019

Account Number: 138098

Payment Terms: Net 30  
Delivery Method: FedEx - Ground

**SHIP TO**

Kelly Mayfield  
Franklin Police Department - KY  
100 S. COURT ST.  
Franklin, KY 42134  
US

**BILL TO**

Franklin Police Department - KY  
PO BOX 2808  
Franklin, KY 42135  
US

**SALES REPRESENTATIVE**

Gloria Mendola  
Phone: 480 661 0797  
Email: gmendola@axon.com  
Fax:

**PRIMARY CONTACT**

Kelly Mayfield  
Phone: (270) 585-7157  
Email: kmayfield@franklinpolice.net

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	25	599.00	599.00	17,475.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	25	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	25	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	25	0.00	0.00	0.00
73081	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	25	0.00	0.00	0.00
Subtotal					17,475.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					17,475.00
Grand Total					17,475.00

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/usa/axon-terms-and-conditions](http://www.axon.com/legal/usa/axon-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Claudia Mendola at [cmendola@axon.com](mailto:cmendola@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-222876-43677.806CM

\*Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc. registered in the U.S. © 2015  
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# UTILITIES

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## MEMO

TO: Mayor Larry Dixon and Commissioners  
FROM: Shauna R. Cornwell, Director of Finance  
DATE: August 12, 2019  
SUBJECT: Discussion Regarding Award of Bid# 2020-01 Purchase of Valves and Actuators on Filter (Equipment Only)

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The City published an Invitation to Bid # 2020-01; Purchase of Valves and Actuators on Filter (Equipment Only). The bid opening was Thursday, August 1, 2019. There was one sealed bid submitted. The results of the bid is as follows:

Wascon: \$41,568.00

It is our recommendation that the bid be awarded Wascon, for the purchase of equipment only, for a cost of \$41,568.00. This is below the budgeted amount of \$65,000.

**Proposed Motion:** I'd like to recommend that the City award the Purchase of Valves and Actuators on Filter at the Water Treatment Plant (Equipment Only) to Wascon for a cost of \$41,568.00 and authorize the Mayor to sign any and all documentation related to this purchase.

Bid Date: 7/31/2019

Project: Bid 2020-01 – Purchase of Valves and Actuators on Filter (Equipment Only)  
Water Treatment Plant

Location: Franklin, KY

WASCON is pleased to offer the following proposal for you on the above referenced project. Please see the specifics below.

Proposal to Include the following

1-6" CRISPIN K-FLO 500 Series Butterfly Valve w/QX-2 120V Open/Close Operator (Surface Wash)  
1-8" CRISPIN K-FLO 500 Series Butterfly Valve w/QX-3 120V Open/Close Operator (Rewash)  
1-20" CRISPIN K-FLO 500 Series Butterfly Valve w/MX-10/WG-03-D/APF 120V Open/Close Operator (Backwash)  
2-24" CRISPIN K-FLO 500 Series Butterfly Valve w/MX-10/WG-03-D 120V Open/Close Operator (Drain/Influent)

PRICE: \$41,510.00

NOTES:

1. Delivery 10-12 weeks. ARO delivery times are an estimate only and are subject to change.
2. WASCON standard terms and conditions apply.
3. Pricing is valid for 60 days from date above.
4. Freight is allowed to first destination.

WASCON looks forward to working with you on this proposal. If you have any questions regarding this proposal please feel free to contact us at any time!

Thanks,

Josh Grannis

# INVITATION FOR BIDS



## BID # 2020-01

Purchase of Valves and Actuators on Filter (Equipment Only)  
Water Treatment Plant

Prepared by:

The City of Franklin  
117 West Cedar Street  
Franklin, KY 42134

Phone 270 586-4497

[www.franklinsky.org](http://www.franklinsky.org)

## INVITATION FOR BIDS

BID #2020-01

Sealed bids will be received at City Hall, 117 West Cedar Street, Franklin, Kentucky until 12:00 p.m. on Wednesday, July 31, 2019 for

### Purchase of Valves and Actuators on Filter (Equipment Only) Water Treatment Plant

All bids must be turned in to City Hall, 117 West Cedar Street, Franklin, Kentucky, no later than 11:55 a.m. CST on date of bid opening. Bids cannot be accepted at any other location. Bids will be opened thereupon or about 12:00 p.m. CST, August 1, 2019, at a bid opening in the Commission Chamber of City Hall, 117 West Cedar Street, Franklin, Kentucky. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Franklin, Kentucky reserves the right to reject any and all bids received, and to select that bid which it determines to be in its best interest. The award of this bid will be made on the basis of the lowest evaluated bid price as permitted in KRS 45A.365.

All bid forms, information and specifications regarding this bid are available from the Purchasing Agent or on our web site at [www.franklinky.org](http://www.franklinky.org). Respondents are to submit their bid in a clearly marked sealed envelope. The Respondent is to clearly mark the sealed bid with the bid number and description list above. Make sure the shipping envelope has bid number listed clearly on the outside as well. The City of Franklin, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

Respondents are invited to be present for the opening of the bids submitted.

FOR THE CITY OF FRANKLIN, KENTUCKY

S/Kenton Powell, City Manager

ATTEST:

S/Shawnna Cornwell, Finance Director



## GENERAL INSTRUCTIONS TO BIDDERS

### A. OFFICIAL CLOCK

Bids will be accepted until 11:55 a.m. CST at City Hall, 117 West Cedar Street, Franklin, Kentucky. Bids cannot be accepted at any other location. The official clock is the digital, radio controlled, automatically synchronized clock located in the Purchasing Agent's Office, City Hall, 117 West Cedar Street, Franklin, Kentucky.

### B. CALCULATION ERROR(S)

In the event of a calculation error on the bid form, unit price shall prevail.

### C. QUESTIONS AND ADDENDA

This bid is offered by the Purchasing Agent. Respondents shall carefully examine this bid and any addenda issued by the Purchasing Agent. Failure to include signed addenda in the bid submission will result in rejection of the bid. Respondents shall seek clarification of any ambiguity, conflict, omission or other error in this bid "in writing." Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Finance Director in writing by August 31, 2019. Questions submitted after this date will not be answered. If the answer materially affects this procurement, the information will be issued in an addendum. Written communications should be addressed as follows:

City of Franklin  
Attn: Finance Director  
117 West Cedar Street  
Franklin, Kentucky 42134  
OR  
Fax 270-585-9419  
OR  
E-mail [shayenne.cornwell@franklinky.org](mailto:shayenne.cornwell@franklinky.org)

### D. RESPONSIBILITY OF BIDDERS FORM

The City of Franklin, Kentucky issues in all bid offerings a Responsibility of Bidders for that **MUST** be completed by the Respondent and attached to the bid form in order for the Respondent to be considered for a bid award. This is a mandatory for that must be attached to the bid form and in accordance with KRS 45A.395, all information submitted thereon is deemed to be confidential and therefore exempt from Kentucky Open Records Law.

**E. BASIS OF BID AWARD**

The City of Franklin, Kentucky has selected to award this bid offering in compliance with KRS 45A.365 that allows the award to be made on the basis of:

( ) Lowest bid price, or

(X) Lowest evaluated bid price

**F. RETENTION OF RECORDS**

The successful Respondent shall be required to maintain, for a period of five (5) years from the date of final payment to the Respondent, all books and records pertaining to this bid offering.

**G. BUSINESS TAX STATUS**

In order to receive a bid award from the City of Franklin, Kentucky, a Respondent must not be delinquent on any ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the Respondent, or any one or more of its corporate officers. Inquiries can be directed to City of Franklin Tax Administrator, Daniel Reetzke, City Hall, 117 West Cedar Street, Franklin, Kentucky, 270-586-4497.

**H. BUSINESS STATUS AND REGISTRATION REQUIREMENTS**

In order to receive a bid award from the City of Franklin, Kentucky, a Respondent must be properly registered with the Occupational License Division to do business in the City. If a Respondent is already registered, all of their applicable license account must be in "good standing" with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages, and business net profits, paid in full with appropriate reporting forms filed in the office of the City's License Division. Inquiries can be directed to License Division, Daniel Reetzke, City Hall, 117 West Cedar Street, Franklin, Kentucky 270-586-4497.

**I. CONFLICTS, GRATUITIES, AND KICK-BACKS PROHIBITED**

The City of Franklin, Kentucky adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative conflicts of interests, gratuities, kick-backs and use of confidential information in all bid offerings. If it is found that the Bidder is in violation of KRS 45A.455 the City of Franklin, by written notice to the Bidder, may cancel this contract.

**J. SUPPORTING DOCUMENTATION**

Respondents are encouraged to submit with their bids any literature, warranty information and other documentation to support the Respondent's compliance with the specifications contained in this bid package.

**K. BID RETRACTION**

Respondents are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of 90 days following the public bid opening unless circumstances justify consideration by the Purchasing Agent of a release from provision. Requests to withdraw a bid must be in writing and received by the City of Franklin, Kentucky within twenty-four hours of public bid opening.

**L. RIGHT TO REJECT AND AWARD BID**

The City of Franklin, Kentucky reserves the right to reject any and all bids received in response to this bid offering, and to waive any informalities in this bid offering. The award of a contract shall be at the sole discretion of the City of Franklin, Kentucky. The award will be made to the responsible Respondent whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this bid package. The City of Franklin may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms which the Respondent can bid with respect to price, product, service and technical capability. The contents of the bid of the selected Respondent will become the basis for the City of Franklin, Kentucky's contractual obligation when the award is made.

**M. BID IDENTIFICATION**

Respondents are to submit their bid in a clearly marked sealed envelope. The Respondent is required to clearly mark their bid material with the bid number and description set forth in the "Invitation for Bids". This instruction is provided as a means to ensure proper delivery, handling and public announcement of a Respondent's response at the official bid opening date and time. Bids in the form of e-mails, telegrams, telephone calls, facsimiles or telex messages will not be accepted.

**N. BID SUBMISSION**

Prior to entering into a contract with the City of Franklin, the successful Respondent(s) must provide the following information:

1. The name of every company bearing an interest in the proposed goods and/or services to be provided in this bid offering.
2. The name, title, address and telephone number of individuals with authority to contractually bind the Respondent; and,
3. A designated person(s) who can be contacted by the City of Franklin, Kentucky during the bid evaluation period. This information shall include the person's name, title, address, telephone number, FAX number and Internet E-mail address if available.

**O. DISPOSITION OF BIDS**

All materials submitted in response to this bid offering will become property of the City of Franklin, Kentucky. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Franklin, Kentucky, and thus open for public inspection. It is understood that the bid will become part of the official file without obligation on the part of the City of Franklin, Kentucky except as to the disclosure restrictions contained in paragraph P below.

**P. DISCLOSURE**

In compliance with Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a Respondent in connection with this procurement shall not be subject to public disclosure. However, the Respondent must invoke this protection prior to or upon submission of the data or other material, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that costs are to be protected is also unacceptable. Disputes over disclosure will be resolved by the City Manager based on legal advice provided by the City of Franklin, Kentucky's Legal Department.

**Q. COST INCURRED IN RESPONDING**

This bid offering does not commit the City of Franklin, Kentucky to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Franklin, Kentucky to enter into a contract.

**R. PRIME RESPONDENT RESPONSIBILITIES**

If the Respondent's response includes goods and services provided by others, the Respondent will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such goods and services. The Respondent will be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting of all contractual requirements resulting from this bid offering.

**S. LAWS AND REGULATIONS**

The General Bidding Requirement statutes of the Commonwealth of Kentucky (KRS 424.260) and any applicable Code of the City of Franklin, Kentucky shall govern this bid.

**T. INSURANCE REQUIREMENTS**

Prior to entering into a contract with the City of Franklin, the successful Bidder must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in the "Standard Hold Harmless & Indemnifications Clause, And Insurance Requirements Form".

**U. ADDENDUMS**

It is the responsibility of the Bidder to verify, via the City of Franklin website, if an addendum has been added to this invitation to bid. [www.franklinky.org](http://www.franklinky.org)

**Purchase of Valves and Actuators on Filter (Equipment Only)**  
**Water Treatment Plant**

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**Description**

See Attached Exhibit A – 22 pages in length

NOTE: Strict conformance to these equipment specifications is mandatory. No product substitutions will be considered.

**Evaluation Criteria**

Bid will be awarded on the basis of what is most advantageous for the City of Franklin.

**Submittal**

All bids shall be received by 11:55 a.m. CST, Wednesday, July 31. All bids shall be mailed or delivered to the following address listed below.

**Mailing**

Finance Director  
City of Franklin  
P. O. Box 2805  
Franklin, KY 42135-2805

**Delivery**

Finance Director  
City of Franklin  
117 West Cedar Street  
Franklin, KY 42134

***Any or All bids received after submittal date and time will be rejected.***

**Questions/Comments**

Please refer all questions or comments about the design/specifications of this good or service to:

Jerry Farmer, Water Treatment Plant Superintendent at 270-482-5917. Please send a copy of the questions/comments in writing to: Jerry Farmer ([jerry.farmer@franklinky.org](mailto:jerry.farmer@franklinky.org)) or fax 270-586-9419. Any questions need to be submitted by 12:00 p.m. CST on July 31, 2019.

**BID FORM #2020-01**

TO: City of Franklin  
c/o Purchasing Agent's Office  
P.O. Box 2805  
Franklin, KY 42135

FROM: WASCON, Incorporated  
910 East Main Street  
Livingston, TN 38570

Phone: 931-823-1388  
Fax: 931-823-4924  
E-mail: joshc@wasconinc.com

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data Submitted herein is accurate, complete, and current as of the date set forth here on.

The undersigned hereby certifies that he/she has carefully examined the plans and/or specifications. The undersigned is familiar with the type of service/equipment/supplies to be furnished as set forth for a complete installation/supply.

The undersigned proposes to furnish the supplies and/or equipment which will perform in a satisfactory manner and that is in accordance with the plans and specifications set forth, for the following price.

The Bidder certifies, by signature, that all specifications have been reviewed and that any variations to the City's specifications, including both exceptions to or enhancements of same, are clearly stated in an attachment to this bid.

The Bidder, certifies, by signature, that all addendums issued to this bid offering, if any, have been reviewed and the Bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and included as confirmation of receipt. It is the responsibility of the bidder to check the website, [www.franklinky.org](http://www.franklinky.org), for any addendums that may have been issued before final bid is submitted.

The Bidder, certifies by signature, that the Responsibility of Bidders Form has been fully completed and attached as part of the bid.

Are there any exceptions to the specific specifications set forth on bid? Yes \_\_\_\_\_ No x

If yes, please explain. \_\_\_\_\_

Company or Individual Name WASCON, Incorporated

Doing Business As (DBA) \_\_\_\_\_

Street Address 910 East Main Street P.O. Box \_\_\_\_\_

City, State, Zip Code Livingston, TN 38570

Official Name (printed) Josh Cravins

Official Signature  Date 7/29/2019



# RESPONSIBILITY OF BIDDER FORM

This form must be completed in full and submitted with bid. Misrepresentation or failure to complete will automatically disqualify bid. All information is confidential and exempt from Open Records Law, pursuant to KRS 45A.595.

NAME WASCON, Incorporated Phone # (931) 823-1388

ADDRESS 910 East Main Street Livingston TN 38370  
Street or PO Box City State Zip Code

1. Type of services/supplies provided in normal course of business: Water/Wastewater Equipment

2. Length of time in business: 40 years

3. Experience in providing bid-required services/supplies: 40 years

4. Currently a party/defendant in lawsuit(s)? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_

5. State past history as party/defendant in lawsuit(s): \_\_\_\_\_

6. Name of contract/product liability insurance carrier: Swallows Insurance  
 Limits: \$ 2,000,000.00

7. If construction bid:  
 (a) How many other projects currently ongoing? \_\_\_\_\_  
 (b) How many bids currently submitted elsewhere? \_\_\_\_\_  
 (c) Have books been audited by CPA? ☐ Yes ☒ No  
 Date of last audit: \_\_\_\_\_

8. City of Franklin Business License No. 18253

9. List of references (public or private) and contact person for whom similar services/supplies provided.

City of White House	105 College Street	Robert Allen	615-672-4350
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Name of Firm	Address	Contact Person	Phone #
Water Authority of Dickson County	101 Cowan Road	Mike Adams	615-441-4186

Name of Firm	Address	Contact Person	Phone #
City of Livingston	301 McHenry Circle	Jerry Dale	931-823-5278

Name of Firm	Address	Contact Person	Phone #
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Note: If more space is needed, please attach separate sheet(s).

I, Josh Cravins, do solemnly swear that to the best of my knowledge and belief the above is true and accurate statement of facts.

Signed [Signature] Date 7/25/19  
 State of Tennessee  
 County of Dickson

Sworn to and subscribed before me, a Notary Public, this 29 day of July, 2019.

My Commission expires 2-2-21  
Amy M. Martin  
 Notary Public




## ATTACHMENT A

### NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such City of Franklin, Kentucky, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: WASCON, Incorporated

BY:   
(signature)

NAME: Josh Cravins  
(type or print)

TITLE: Vice President

DATE: 7/29/2019



## VALVE DATA SHEET

**MANUFACTURER:**  
K-FLO CRISPIN VALVES  
600 FOWLER AVE.  
BERWICK, PA 18603  
TEL 570-752-4524  
FAX 570-752-4962

**REPRESENTATIVE:**  
PEACHTREE VALVES AND EQUIPMENT, LLC  
310 BURNHILL AVE.  
EVANS, GA 30809  
TEL 404-219-4975  
FAX 706-447-1174

ITEM	QTY.	ORDER CODE:	PRODUCT DESCRIPTION:
BFV1	1	KK061121120100	6" FLANGED 150B BUTTERFLY VALVE WITH BARE SHAFT
VALVE STYLE		KK	K-FLO AWWA C-504 BUTTERFLY VALVE.
SIZE		06	SIX INCHES.
BODY STYLE:		1	504 SERIES WITH FLANGED ENDS, ANSI B16.1 125 LB FACE & DRILL.
BODY:		1	CAST IRON, ASTM A126 CLASS B.
DISC:		2	CAST STAINLESS STEEL, ASTM A351 CF8M, TYPE 316.
SHAFT		1	TYPE 304 STAINLESS STEEL, ASTM A276.
SEAT / SEALS:		1	BUNA-N. MAX TEMP 180 DEGREES FAHRENHEIT
EXTERIOR COATING:		2	2 COATS, 8 MILS TNEMEC 141 EPOXY PAINT, (BLUE). SURFACE PREP SSPC-SP10.
INTERIOR COATING:		0	NONE.
AWWA CLASS:		1	AWWA CLASS 150B, ( 150 PSIG SHUT-OFF / 300 PSI SHELL TEST ).
ACTUATOR:		0	BARE SHAFT. ACTUATOR NOT INCLUDED
ACTUATOR MFG:		0	ACTUATOR NOT INCLUDED
EXTERIOR BOLTING:			CARBON STEEL, SAE J429 GRADE 2, ZINC PLATED.

ACCESSORIES OR MODIFICATIONS:

DRAWING NUMBER: 504-6

## VALVE DATA SHEET

**MANUFACTURER:**

K-FLO CRISPIN VALVES  
600 FOWLER AVE.  
BERWICK, PA 18603  
TEL 570-752-4524  
FAX 570-752-4962

**REPRESENTATIVE:**

PEACHTREE VALVES AND EQUIPMENT, LLC  
310 BURNHILL AVE.  
EVANS, GA 30809  
TEL 404-219-4975  
FAX 706-447-1174

<u>ITEM</u>	<u>QTY.</u>	<u>ORDER CODE:</u>	<u>PRODUCT DESCRIPTION:</u>
BFV2	1	KK081121120100	8" FLANGED 150B BUTTERFLY VALVE WITH BARE SHAFT
VALVE STYLE		KK	K-FLO AWWA C-504 BUTTERFLY VALVE.
SIZE		08	EIGHT INCHES.
BODY STYLE:		1	504 SERIES WITH FLANGED ENDS, ANSI B16.1 125 LB FACE & DRILL.
BODY:		1	CAST IRON, ASTM A126 CLASS B.
DISC:		2	CAST STAINLESS STEEL, ASTM A351 CF8M, TYPE 316.
SHAFT		1	TYPE 304 STAINLESS STEEL, ASTM A276.
SEAT / SEALS:		1	BUNA-N. MAX TEMP 180 DEGREES FAHRENHEIT
EXTERIOR COATING:		2	2 COATS, 8 MILS TNEMEC 141 EPOXY PAINT, (BLUE). SURFACE PREP SSPC-SP10.
INTERIOR COATING:		0	NONE.
AWWA CLASS:		1	AWWA CLASS 150B, ( 150 PSIG SHUT-OFF / 300 PSI SHELL TEST ).
ACTUATOR:		0	BARE SHAFT. ACTUATOR NOT INCLUDED
ACTUATOR MFG:		0	ACTUATOR NOT INCLUDED
EXTERIOR BOLTING:			CARBON STEEL, SAE J429 GRADE 2, ZINC PLATED.

**ACCESSORIES OR MODIFICATIONS:**

DRAWING NUMBER: 504-8

## VALVE DATA SHEET

**MANUFACTURER:**

K-FLO CRISPIN VALVES  
600 FOWLER AVE.  
BERWICK, PA 18603  
TEL 570-752-4524  
FAX 570-752-4962

**REPRESENTATIVE:**

PEACHTREE VALVES AND EQUIPMENT, LLC  
310 BURNHILL AVE.  
EVANS, GA 30809  
TEL 404-219-4975  
FAX 706-447-1174

<u>ITEM</u>	<u>QTY.</u>	<u>ORDER CODE:</u>	<u>PRODUCT DESCRIPTION:</u>
BFV3	1	KK201111121100	20" FLANGED 150B BUTTERFLY VALVE WITH BARE SHAFT

VALVE STYLE	KK	K-FLO AWWA C-504 BUTTERFLY VALVE.
SIZE	18	EIGHTEEN INCHES.
BODY STYLE:	1	504 SERIES WITH FLANGED ENDS, ANSI B16.1 125 LB FACE & DRILL.
BODY:	1	CAST IRON, ASTM A126 CLASS B.
DISC:	1	DUCTILE IRON ASTM A536 GRADE 65-45-12 WITH TYPE 316 STAINLESS STEEL EDGE.
SHAFT	1	TYPE 304 STAINLESS STEEL, ASTM A276.
SEAT / SEALS:	1	BUNA-N. MAX TEMP 180 DEGREES FAHRENHEIT
EXTERIOR COATING:	2	TNEMEC 141 EPOXY PAINT, (BLUE) WITH SURFACE PREP SSPC-SP10. 8 MILS TOTAL (TWO COATS 4 MILS PER COAT).
INTERIOR COATING:	1	TNEMEC 141 EPOXY PAINT, (BLUE) WITH SURFACE PREP SSPC-SP10. 8 MILS TOTAL (TWO COATS 4 MILS PER COAT).
AWWA CLASS:	1	AWWA CLASS 150B, ( 150 PSIG SHUT-OFF / 300 PSI SHELL TEST ).
ACTUATOR:	0	BARE SHAFT, ACTUATOR NOT INCLUDED.
ACTUATOR MFG:	0	ACTUATOR NOT INCLUDED
EXTERIOR BOLTING:		CARBON STEEL, SAE J429 GRADE 2, ZINC PLATED.

**ACCESSORIES OR MODIFICATIONS:**

DRAWING NUMBER: 504-20

## VALVE DATA SHEET

**MANUFACTURER:**

K-FLO CRISPIN VALVES  
600 FOWLER AVE.  
BERWICK, PA 18603  
TEL 570-752-4524  
FAX 570-752-4962

**REPRESENTATIVE:**

PEACHTREE VALVES AND EQUIPMENT, LLC  
310 BURNHILL AVE.  
EVANS, GA 30809  
TEL 404-219-4975  
FAX 706-447-1174

<u>ITEM</u>	<u>QTY.</u>	<u>ORDER CODE:</u>	<u>PRODUCT DESCRIPTION:</u>
BFV4	2	KK245111121100	24" FLANGED 150B BUTTERFLY VALVE WITH BARE SHAFT
VALVE STYLE	KK		K-FLO AWWA C-504 BUTTERFLY VALVE.
SIZE	24		TWENTY-FOUR INCHES.
BODY STYLE:	5		473 SERIES WITH FLANGED ENDS, ANSI B16.1 125 LB FACE & DRILL.
BODY:	1		CAST IRON, ASTM A126 CLASS B.
DISC:	1		DUCTILE IRON ASTM A536 GRADE 65-45-12 WITH TYPE 316 STAINLESS STEEL EDGE.
SHAFT	1		TYPE 304 STAINLESS STEEL, ASTM A276.
SEAT / SEALS:	1		BUNA-N. MAX TEMP 180 DEGREES FAHRENHEIT
EXTERIOR COATING:	2		TNEMEC 141 EPOXY PAINT, (BLUE) WITH SURFACE PREP SSPC-SP10. 8 MILS TOTAL (TWO COATS 4 MILS PER COAT).
INTERIOR COATING:	1		TNEMEC 141 EPOXY PAINT, (BLUE) WITH SURFACE PREP SSPC-SP10. 8 MILS TOTAL (TWO COATS 4 MILS PER COAT).
AWWA CLASS:	1		AWWA CLASS 150B, ( 150 PSIG SHUT-OFF / 300 PSI SHELL TEST ).
ACTUATOR:	0		BARE SHAFT, ACTUATOR NOT INCLUDED.
ACTUATOR MFG:	0		ACTUATOR NOT INCLUDED.
EXTERIOR BOLTING:			CARBON STEEL, SAE J429 GRADE 2, ZINC PLATED.

**ACCESSORIES OR MODIFICATIONS:**

DRAWING NUMBER: 24-473 BS

# ORDINANCES

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**ORDINANCE NO. 2019-017**

**AN ORDINANCE APPROVING AND RELATING TO AN EXCLUSIVE FRANCHISEE  
TO COLLECT, TRANSPORT AND DISPOSE  
OF COMMERCIAL AND RESIDENTIAL SOLID WASTE  
WITHIN THE CITY OF FRANKLIN AND  
SIMPSON COUNTY, KENTUCKY**

WHEREAS, on or about September 4, 2013, the City and Franchisee entered into that certain *Exclusive Commercial and Residential Franchise Agreement*, as subsequently modified, amended, and/or extended (the “Original City Agreement”), for the collection, transportation, and disposal of all commercial and residential Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin Franchise Area;

WHEREAS, on or about October 1, 2016, the City and Franchisee amended that certain *Exclusive Commercial and Residential Franchise Agreement* (the “First Amendment to the City Agreement”);

WHEREAS, on or about June 16, 2015, the County And Franchisee entered into that certain *Exclusive Residential, Commercial, and Industrial Franchise Agreement* (the “Original County Agreement”), for the collection, transportation, and disposal of all residential, commercial and industrial Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin and Simpson County Franchise Area; and

WHEREAS, the County and City wish to combine their respective agreements with Franchisee and to extend the term thereof, adjust the rates thereunder, and to otherwise modify the Original City Agreement, as amended, and the Original County Agreement as provided for in the attached Agreement.

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of commercial and residential solid waste within the City of Franklin and Simpson County because multiple franchisees would increase large truck traffic in the City and County leading to increased wear and tear on the roadways and an increase in potential traffic hazards caused by the need for collection vehicles to stop frequently in the roadway during collection;

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of residential, commercial and Wastewater Treatment Plant solid waste within the City and County because of the need to maintain uniformity and minimize confusion of collection times that would be caused by multiple franchisees servicing residents, and the synergies and cost savings associated with having one franchisee to perform the services for both the City and County.

WHEREAS, the Franklin City Commission and Simpson Fiscal Court, by and through this Ordinance, adopt the recommendations of City and County staffs and agree to extend the existing franchise to Scott to collect, transport and dispose of the Wastewater Treatment Plant cake sludge, and the commercial and residential solid waste within the City of Franklin and Simpson County.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Franklin, Kentucky and the Fiscal Court of the County of Simpson, Kentucky that the attached Simpson County and City of Franklin Exclusive Commercial and Residential Amended and Restated Franchise Agreement which is incorporated herein by reference be approved and that the Mayor and County Judge Executive be authorized to execute said agreement on behalf of the

City of Franklin and Simpson County, Kentucky, respectively.

The City and County shall have the authority to bring an action against any party who violates the exclusive franchise which is granted pursuant to the Agreement, to enjoin such party from such violation, impose a fine of \$1,000 per day of violation, obtain damages and obtain other relief that may be allowed pursuant to applicable law from such party.

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

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



APPROVED BY:

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

ATTEST:

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

**SIMPSON COUNTY AND CITY OF FRANKLIN, KENTUCKY**  
**EXCLUSIVE COMMERCIAL AND RESIDENTIAL**  
**AMENDED AND RESTATED FRANCHISE AGREEMENT**

This Amended and Restated Franchise Agreement, hereinafter referred to as the "Agreement," made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Simpson County, Kentucky, 100 Courthouse Square, Franklin, KY 42135, acting through the Fiscal Court, herein after referred to as the "County," City of Franklin, Kentucky, 117 West Cedar Street, Franklin, Kentucky 42134, herein after referred to as the "City," and Scott Waste Services, LLC, a Kentucky limited liability company, 1212 Eastland Street, Bowling Green, KY 42102, hereinafter referred to as the "Franchisee," (individually a "Party" or collectively, the "Parties").

**RECITALS**

**WHEREAS**, on or about September 4, 2013, the City and Franchisee entered into that certain *Exclusive Commercial and Residential Franchise Agreement*, as subsequently modified, amended, and/or extended (the "Original City Agreement"), for the collection, transportation, and disposal of all commercial and residential Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin Franchise Area;

**WHEREAS**, on or about October 1, 2016, the City and Franchisee amended that certain *Exclusive Commercial and Residential Franchise Agreement* (the "First Amendment to the City Agreement");

**WHEREAS**, on or about June 16, 2015, the County and Franchisee entered into that certain *Exclusive Residential, Commercial, and Industrial Franchise Agreement* (the "Original County Agreement"), for the collection, transportation, and disposal of all residential, commercial and industrial Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin County Franchise Area; and

**WHEREAS**, the County and City wish to combine their respective agreements with Franchisee to extend the term hereof, adjust the rates thereunder, and to otherwise modify the Original City Agreement, as amended, and the Original County Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant, as follows:

**SECTION I: DEFINITIONS**

The following terms as used in this Agreement shall have the meaning set forth below:

- 1.1 "Agreement" – means this Amended and Restated Franchise Agreement, as the same may from time to time be amended, modified, or supplemented in accordance with the respective terms hereof, including attachments and exhibits and ordinances pertaining to

the collection of residential, commercial and industrial Solid Waste and wastewater treatment plant waste.

- 1.2 “Commercial Solid Waste” – means all types of Solid Waste generated by stores, offices, restaurants, hotels, motels, warehouses, and other service and non-manufacturing activities and/or activities conducted outside of the designated industrial parks, to the extent that said Solid Waste is not considered hazardous waste, excluding household and industrial Solid Waste.
- 1.3 “Consumer Price Index” – means Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category “Water and Sewer and Trash Collection,” published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 1.4 “Convenience Center” – means a site located at 2416 Kenneth Utley Drive where residents of Simpson County can drop off Solid Waste, which is not collected at the curb, for a fee.
- 1.5 “First Amendment to the Original City Agreement” – means that certain amendment to the Exclusive Commercial and Residential Franchise Agreement entered into on or about October 1, 2016 between the City and Franchisee.
- 1.6 “Franchise Area” – means the unincorporated areas of Simpson County and City of Franklin Incorporated boundaries, including any future annexed area to the extent not already provided under this Agreement as an unincorporated area of Simpson County.
- 1.7 “Hazardous Waste” – means waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.8 “Household Solid Waste” – means Solid Waste, including garbage and trash generated by single and multiple family residences, bed and breakfast establishments, bunkhouses, ranger stations, and crew quarters and recreational areas such as picnic areas, parks, and campgrounds.
- 1.9 “Original City Agreement” – means that certain Exclusive Commercial and Residential Franchise Agreement entered into on or about September 4, 2013 between the City and Franchisee.
- 1.10 “Original County Agreement” – means that certain Exclusive Commercial and Residential Franchise Agreement entered into on or about June 15, 2015 between the County and Franchisee.
- 1.11 “Oversized goods” – means bulky items and white goods, including but not limited to chairs, sofas, mattresses, bedsprings, carpet, toys, bicycles, tricycles, shingles, and

appliances bearing proper certification of prior CFC removal, taken by County residents to the convenience center or placed at the curb by City residents for collection

- 1.12 “Solid Waste” – means any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining (excluding coal mining wastes, coal mining by-products, refuse, and overburden), agricultural operations and from community activities, but does not include those materials including, but not limited to, sand, soil, rock, gravel or bridge debris extracted as part of a public road construction project funded wholly or in part with state funds, recovered material, special wastes as designated by KRS 224.50-760, solid or dissolved material in domestic sewage, manure, crops, crop residue, or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, or solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended or source, special nuclear or by-product material as defined by the Atomic energy Act of 1954.
- 1.13 “Rate Modification Date” – means July 1 of each year.
- 1.14 “Recyclable Material” – means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials. Materials that may be collected: plastic #1 and #2 (soft drink, milk jugs, water bottles, etc.), metal cans (aluminum cans, steel food cans), Paper items – newspaper, phonebooks, junk mail, magazines, computer paper, cereal boxes, and cardboard. All items cleaned of food or liquid
- 1.15 “Residential Unit” – means a single family dwelling or one unit of a multi-family dwelling or mobile home park which is served and billed as an individual residential account within the Franchise Areas.
- 1.16 “Residential Yard Waste” – means leaves, brush, grass clippings, shrub and tree pruning, and other vegetative matter resulting from residential landscape maintenance which is suitable for composting which has been diverted and/or separated from the Solid Waste stream by the resident and taken to the convenience center or placed at the curb by City residents for collection.
- 1.17 “Unacceptable Waste” – means Hazardous Waste and any and all other waste which does not meet the definition of residential or commercial Solid Waste and also includes liquid waste, tires, dead animals, any burning or smoldering materials, car parts in contact with any petroleum, batteries, freon, construction and demolition materials.

## **SECTION II: EXCLUSIVE RIGHT**

- 2.1 Exclusive Right of Franchisee – The Franchisee shall have the exclusive right to collect commercial and residential Solid Waste, wastewater treatment plant waste, and oversized

goods within the Franchise Area. County and City shall take all actions necessary to enforce such franchise including, but not limited to, enacting ordinances allowing County and City to enforce the franchise and assess penalties against parties who violate Franchisee's exclusive franchise, and bringing legal actions as necessary to enforce Franchisee's exclusive franchise. The Franchisee may independently enforce the exclusivity provisions of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and County and City shall use good-faith efforts to cooperate in such enforcement actions brought by Franchisee.

### **SECTION III: SCOPE OF SERVICES**

#### **3.1 Collection - Residential**

- A. Franchisee shall collect weekly from each residential unit within the Franchise Area all Solid Waste deposited by the resident in 96 gallon carts at the curb; provided, however, that Franchisee shall collect Solid Waste placed at locations other than the curb for those customers who are elderly, disabled and/or that were having their Solid Waste picked up by the previous Franchisee at an alternate location. A maximum of one (1) cart and five (5) bags for County Residential Units and a maximum of two (2) carts for City Residential Units will be collected per week. The Franchisee may collect residential Solid Waste during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to residents. The Franchisee shall leave the resident's Solid Waste cart and property in a clean and neat condition.
- B. The Franchisee shall collect weekly from each City Residential Unit (including duplexes, apartments, condominiums, townhouses and residential trailers) within the Franchise Area all oversized goods placed at the curb including but not limited to chairs, sofas, mattresses, bedsprings, carpet, toys, bicycles, tricycles, and appliances bearing proper certification of prior CFC removal.
- C. To the greatest extent possible the collection of residential Solid Waste and oversized goods shall occur on the same day.
- D. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to residents their collection dates and any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Solid Waste.
- E. The Franchisee shall have no obligation to collect Unacceptable Waste. If there is Unacceptable Waste in the resident's cart or at the curb for collection, the Franchisee shall leave behind such Unacceptable Waste and a statement explaining why such waste cannot be collected. Franchisee shall not be liable if a resident tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any resident who tenders Unacceptable Waste to Franchisee.

### 3.2 Collection – Residential Recyclables

- A. The Franchisee shall collect once per month from each City Residential Unit within the Franchise Area all Recyclable Materials deposited by the resident in 96 gallon carts at the curb; provided, however, Franchisee shall collect Recyclable Materials placed at locations other than the curb for those customers who are elderly and or disabled at an alternate location. A maximum of two carts will be collected per collection week. The Franchisee may collect residential Recyclable Materials during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to residents. The Franchisee shall leave the resident's recycling cart and property in a clean and neat condition.
- B. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to residents their collection dates and any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Recyclable Materials.
- C. The Franchisee shall collect the following items as recyclables.- plastic #1 and #2 (soft drink, milk jugs, water bottles, etc.), metal cans (aluminum cans, steel food cans), and paper items (newspaper, phonebooks, junk mail, magazines, computer paper, cereal boxes, and cardboard). All items shall be cleaned of food or liquid by the resident. The above items maybe modified from time to time based on the material that is accepted at the recycling outlet.
- D. The Franchisee shall have no obligation to collect Unacceptable Waste. If there is Unacceptable Waste in the resident's recycling cart or at the curb for collection, Franchisee shall leave behind such Unacceptable Waste and a statement explaining why such waste cannot be collected. Franchisee shall not be liable if a resident tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any resident who tenders Unacceptable Waste to Franchisee.

### 3.3 Collection – Commercial

- A. The Franchisee shall collect at least weekly (or more often if required by the commercial entity with additional charges being applicable) from each commercial unit within the unincorporated areas of the Franchise Area all Solid Waste deposited by the commercial entity in containers supplied by Franchisee. The Franchisee may collect commercial Solid Waste during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to customers/clients of the business. The Franchisee shall leave the entity's Solid Waste container and property in a clean and neat condition.
- B. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to each commercial entity their collection dates and

any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Solid Waste.

- C. The Franchisee shall have no obligations to collect Unacceptable Waste. If a commercial entity places Unacceptable Waste in the entity's container, the Franchisee shall leave behind such Unacceptable Waste. In such case, Franchisee shall provide a statement explaining why such waste cannot be collected. It is the responsibility of the customer to determine the waste characteristics. Franchisee shall not be liable if customer tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any customer who tenders Unacceptable Waste to Franchisee.
- D. Commercial entities within the unincorporated portions of the County may also request Recyclable Material collection services from the Franchisee at prices and on terms as may be mutually agreed to be the Franchisee and such commercial entity.

#### 3.4 Collection – Wastewater Treatment Plant

- A. Franchisee shall provide to the City of Franklin Wastewater Treatment Plant containers which are suitable for loading, transporting, and unloading the sludge cake from the Wastewater Plant's Filter Belt Press to the landfill or other disposal location. The containers shall be twenty cubic yard size. Further, Franchisee shall line every container with plastic at the beginning of the term of this agreement, and Franchisee shall replace the plastic liner for each container each time it is emptied. Franchisee shall accept sludge cake on an "as needed basis" from the City of Franklin Wastewater Plant and will transport the sludge cake in 20 yard containers. Title to the sludge cake will vest in Franchisee at the moment that the cake is placed in the Franchisee's trucks or otherwise collected by the Franchisee or its representative, which will be maintained at the City's Wastewater Treatment Plant, but owned by Franchisee. Franchisee warrants and represents that its method of hauling and disposing of sludge cake is in full compliance with all local, state, and federal laws and regulations, including but not limited to the laws and regulations regarding the proper environmental disposal of the wastes which are the subject of this Agreement.
- B. Franchisee shall be responsible for all transportation of sludge cake from the Franklin Wastewater Treatment Facility located at 1010 Blackjack Road, Franklin, Kentucky to the landfill or other licensed and approved disposal facility. Franchisee shall comply with all local, state, and federal laws with regard to transporting the sludge cake. The City shall have no responsibility for or control over the transportation of sludge cake.
- C. Franchisee shall pick up containers at the City of Franklin Wastewater Treatment Plant on a "call-in" basis between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Franchisee will pick up full containers only. Franchisee shall complete pick up on calls for service received before noon on the day that the

request is made. Calls received after noon may be serviced the same day or the following morning. This does not preclude the City and Franchisee to mutually agree on services and/or times outside the above guidelines or during “Emergency” situations.

### 3.5 Convenience Center and Recycling Drop Off

- A. Franchisee shall provide a convenience center utilizing the County property located at 2416 Kenneth Utley Drive. County has made and will continue to make the property available under the same terms and conditions as currently made available to the current franchisee.
- B. Franchisee shall provide adequate number of open top containers for the smooth and efficient operation of the Convenience Center in order to reduce any unnecessary delays to customer utilizing the Convenience Center.
- C. Franchisee shall provide compartmentalized containers to collect sorted Recyclable Material delivered to the Convenience Center by County residents.
- D. Franchisee shall empty bulky items and recycling containers as needed to keep the Convenience Center operating smooth and efficiently.
- E. The Convenience Center shall be manned and open Tuesday and Friday, 8:00 am to 4:30 pm and Saturday 8:00 am to 12:00 pm, but will be closed Sunday, Monday, Wednesday, and Thursday.
- F. The Convenience Center shall accept the following recycling items free of charge (newspapers, tin and bi-metal cans, aluminum cans, plastic containers (PET/HDPE), NCR paper, magazines and circulars (slick paper) and cardboard).

### 3.6 Transport

- A. The Franchisee shall transport all Solid Waste, Recyclable Materials, and oversized goods it collects under this Agreement in compliance with all federal, state and local statutes, ordinances, and regulations and in such a manner as to prevent the blowing, leaking, and/or spreading of debris. The Franchisee shall not allow debris, liquid or waste of any kind or content to escape from collection vehicles.
- B. The Franchisee shall obtain all necessary federal, state, and local permits and/or licenses to collect and transport Solid Waste. The Franchisee shall deliver to the County and City copies of all permits required for the collection and transport of Solid Waste and subsequent permit revisions or modifications.
- C. Should the Franchisee elect to operate a Transfer Station or Convenience Center, the Franchisee shall inform the County and City of the location of the facility and its hours of operation. Should the Franchisee elect to accept oversize material at



this facility from third parties, the Franchisee shall inform the County and City of its intent and shall charge a reasonable fee subject to approval of all Parties.

### 3.7 Disposal

- A. The Franchisee shall dispose of or arrange for disposal of all Solid Waste collected under this Agreement in compliance with all federal, state, and local statutes, ordinances, and regulations. The Franchisee shall notify the County and City of its chosen method of disposal and provide all appropriate documentation evidencing the disposal site's compliance with all state, federal and local statutes, ordinances, and regulations.
- B. The Franchisee shall dispose of or arrange for disposal of all Recyclable Materials collected under this Agreement in compliance with all federal, state, and local statutes, ordinances, and regulations. The Franchisee shall provide appropriate documentation evidencing the Material Recovery Facility's compliance with all state, federal and local statutes, ordinances, and regulations.

### 3.8 Public Education Program

- A. The Franchisee shall execute a public education program designed to inform all Commercial and Residential Units within the Franchise Area of the following: collection schedules, set-out collection procedures and guidelines for collecting Solid Waste, Recyclable Materials, explain and/or list any Unacceptable Waste, and provide any other information necessary to inform each commercial and/or Residential Unit of accepted procedures.
- B. The public education program shall include but not be limited to direct mailings, flyers, public service announcements, community meetings, contests, presentations to schools and civic groups, and other related activities to educate the public about Solid Waste issues. The County and City must review and approve all public education materials prior to distribution to the public in their respective Franchise Areas.
- C. The Franchisee shall provide a customer service line with a local or toll free number that is staffed at least eight hours per day, five days per week to respond to customer calls and other requests for information.
- D. Franchisee may observe the following holidays:
  - New Years Day
  - Memorial Day
  - July 4th
  - Labor Day
  - Thanksgiving
  - Christmas

If a holiday falls on a normal collection day then all routes would be collected one day later following the holiday.

Collection Schedule Example: Thanksgiving falls on Thursday. Monday, Tuesday and Wednesday service are the same, but Thursday collections would be collected Friday, and Friday collections would be collected on Saturday.

- E. In the case of ice storms, floods, tornadoes or other natural disasters, or in the event of the use of weapons of mass destruction, where the Franchise Area has been designated a disaster area by local, state or federal authorities, Franchisee will negotiate with the appropriate authority regarding the cost for cleaning up the damage caused by such ice storms, floods, tornadoes, or other natural disasters or use of weapons of mass destruction which exceeded Franchisee's obligations to collect Solid Waste, Recyclable Materials and bulky waste.

### 3.9 Equipment and Personnel

- A. The Franchisee shall have sufficient personnel and shall have on hand at all times and in good working order such equipment and vehicles as necessary to permit the Franchisee to adequately and efficiently perform all services described in this Agreement. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment and vehicles shall be painted uniformly with the name of the Franchisee, business telephone number and vehicle number. All vehicles shall be numbered and a record kept of the vehicles to which each number is assigned.
- B. The Franchisee's supervisory personnel must be available for consultation with a designated franchise coordinator for the County and City and/or customers within a reasonable time after notification of a request for such consultation.
- C. The Franchisee's employees shall service the public in a courteous, helpful and impartial manner. Care shall be taken to prevent damage to a resident's property including, but not limited to carts, trees, shrubs, landscaping, flowers and other plants.
- D. The Franchisee's employees shall wear a clean and presentable uniform bearing the company and employee's name.
- E. The Franchisee shall comply with state, federal and local laws, ordinances, and regulations relating to wages, hours and other applicable laws relating to the employment and protection of employees, now or hereafter in effect.

### 3.10 County Free Services and Amnesty Days

- A. The Franchisee shall accept free of charge roadside litter collected by the Simpson County Public Works Department.

- B. The Franchisee will provide the Simpson County Fiscal Court up to 20 tons or 60 cubic yards of free disposal per year for residents that they deem hardship cases.
- C. Franchisee and County shall select one day in the spring of each year as Amnesty Day. Franchisee shall accept up to ten (10) thirty cubic yard open top roll off containers of acceptable material from County residents.

### 3.11 City and County Facilities

- A. The Franchisee shall service the following City and County facilities located within the Franchise Area at no charge. The City and County agree not to tender Unacceptable Waste to Franchisee at these locations.
  - 1. City Hall;
  - 2. City Maintenance Department;
  - 3. City Water Plant;
  - 4. City Wastewater Plant (except for sewer disposal addressed in Section 3.3 herein);
  - 5. Franklin-Simpson Planning & Zoning Commission;
  - 6. Simpson County Courthouse and Annex;
  - 7. Simpson County Justice Center facilities;
  - 8. Franklin-Simpson County Parks and Recreation facilities;
  - 9. Simpson County Regional Jail and Sheriff's office facilities;
  - 10. Simpson County Road Department;
  - 11. Simpson County Health Department;
  - 12. East Washington Street Fire Station;
  - 13. Macedonia Road Fire Station;
  - 14. Coroner's Office;
  - 15. Franklin Police Department;
  - 16. Franklin-Simpson Boys and Girls Club;
  - 17. Goodnight House;
  - 18. Simpson County Archives (Old Jail facility);
  - 19. Simpson County Animal Shelter; and,
  - 20. County building known as the "Old Post Office" on 31-W.

## **SECTION IV: PERFORMANCE STANDARDS**

### 4.1 Compliance

- A. The Franchisee must perform its duties under this Agreement in compliance with all applicable state, federal and local statutes, ordinances, and regulations.
- B. The Franchisee agrees to provide to the County and City immediately upon sending or receipt, copies of all correspondence sent to or received from state or federal regulatory authorities and notice of all communications with said regulatory

authorities in connection with or related to services performed by the Franchisee under this Agreement.

- C. The Franchisee must maintain its equipment and perform the services described in this Agreement in such a way as to avoid excessive debris, liquid or other material being strewn or deposited along collection routes or facilities operated by the Franchisee.

## **SECTION V: FEE STRUCTURE AND FRANCHISE FEES**

### **5.1 County Fees**

- A. The monthly rate for collection of residential Solid Waste authorized herein to be billed to each participating County Residential Unit within the Franchise Area shall be \$13.28 for the service described herein. The charge shall appear on each resident's bill.
- B. The monthly rate for collection of County commercial Solid Waste authorized herein shall be the list attached hereto as Exhibit 1 and incorporated herein by reference. The charge shall appear on each commercial entity's bill prepared by the Franchisee.
- C. The rate for items delivered to the Convenience Center authorized herein shall be included in the list attached hereto as Exhibit 1 and incorporated herein by reference. The charge shall be collected at the time items are dropped off at the Convenience Center.
- D. The Franchisee bears all costs associated with performing the services described in this Agreement, which include, but are not limited to, the collection, transport, and disposal of or arranging for the disposal of residential and commercial Solid Waste and wastewater treatment plant waste collected under this Agreement.

### **5.2 City Fees**

- A. The monthly rate for collection of City residential Solid Waste authorized herein to be billed to each Residential Unit within the Franchise Area regardless of participation shall be \$12.80. Residents age 65 and older and those identified as disabled by the City shall receive a ten percent (10%) discount. The charge shall appear on each resident's utility bill.
- B. The monthly rate for collection of commercial Solid Waste authorized herein shall be the list attached hereto as Exhibit 2 and incorporated herein by reference. The charge shall appear on each commercial entity's bill prepared by the Franchisee.
- C. The rate to be charged for collection at the Franklin Wastewater Plant pursuant to Section 3.3 of this Agreement shall be \$675.00 per dumpster load based on a fourteen (14) ton monthly weight average. If monthly weight average exceeds ten

percent (10%) then the rate per load will be increased based on the new average minus the old average multiplied by \$41.74 per ton.

- D. The monthly rate for collection of residential Recyclables Materials authorized herein to be billed to each Residential Unit within the Franchise Area regardless of participation, shall be \$3.51 for the service described herein. Residents age 65 and older and those identified as disabled by the City shall receive a ten percent (10%) discount. The charge shall appear on each resident's utility bill.
- F. The Franchisee bears all costs associated with performing the services described in this Agreement, which include, but are not limited to, the collection, transport, and disposal of or arranging for the disposal of residential and commercial Solid Waste and wastewater treatment plant waste collected under this Agreement.

### 5.3 Fee Adjustment Mechanism

#### A County

- 1. **Rate Increases** The Franchisee shall notify the County sixty (60) days prior to any change in price. All fees which may be charged except Residential fees by the Franchisee for the second and subsequent years of the term hereof shall be increased to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Water and Sewer and Trash Collection (CPI)," published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the first day of July of the first year of the contract and every year thereafter (the "Rate Modification Date"), the fee shall be increased for the ensuing yearly period beginning July 1<sup>st</sup> immediately following the preceding June 30<sup>th</sup> in the percentage amount equal to 100% of the Index. For purposes of computing the adjustment to fees charged in this paragraph, the increase shall be determined by comparing the amount shown on the index for May 1, 2018 to that shown on May 1, 2019 and the Index on each May 1<sup>st</sup> thereafter shall be compared to that of the preceding May 1<sup>st</sup> and the price increased accordingly for the period which runs from July 1<sup>st</sup> of each year to June 30<sup>th</sup> of the succeeding. The increase, if any, shall take effect on the rate modification date. The current fees will be held firm until June 30, 2021. Effective July 1, 2021, the Residential fees will increase by the CPI, if the CPI is 2% or less. If the CPI is between 2% and 3%, then the increase will be 2%. If the CPI is above 3% then the increase will be CPI- 1%. Effective July 1, 2022 and for all subsequent years the fees will increase by the CPI.
- 2. Franchisee may petition the County for rate adjustments at reasonable times on the basis of unusual and substantial changes in the cost of operations, such as new or revised laws, ordinances, or regulations, or changes in



disposal fees beyond our control, and for other reasons. Any petition for rate adjustments shall be made at least 90 days prior to the date that said rate adjustment would be implemented. The County shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates. The County is in no way obligated to change rates even if such requests and reasons are considered reasonable. This subsection is included herein to allow petition and resolution of such circumstances.

3. Additional Carts – Franchisee will supply one cart to each participating household. Franchisee will supply an additional cart to each house that is requested for an additional \$6.65 per month.
4. Franchisee at its discretion may implement a fuel surcharge if the price per gallon for diesel fuel exceeds \$4.00. Only commercial customers will be subject to this surcharge. Surcharge Chart is attached as Exhibit 3.
5. The County reserves the right to request additional information from the Franchisee to evaluate a request for a rate increase.

B. City

1. Rate Increases – The Franchisee shall notify the County sixty (60) days prior to any change in price. All fees which may be charged except Residential fees by the Franchisee for the second and subsequent years of the term hereof shall be increased to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category “Water and Sewer and Trash Collection (CPI),” published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the first day of July of the first year of the contract and every year thereafter (the “Rate Modification Date”), the fee shall be increased for the ensuing yearly period beginning July 1<sup>st</sup> immediately following the preceding June 30<sup>th</sup> in the percentage amount equal to 100% of the Index. For purposes of computing the adjustment to fees charged in this paragraph, the increase shall be determined by comparing the amount shown on the index for May 1, 2018 to that shown on May 1, 2019 and the Index on each May 1<sup>st</sup> thereafter shall be compared to that of the preceding May 1<sup>st</sup> and the price increased accordingly for the period which runs from July 1<sup>st</sup> of each year to June 30<sup>st</sup> of the succeeding. The increase, if any, shall take effect on the rate modification date. The current fees will be held firm until June 30, 2021. Effective July 1, 2021, the Residential fees will increase by the CPI, if the CPI is 2% or less. If the CPI is between 2% and 3%, then the increase will be 2%. If the CPI is above 3% then the

increase will be CPI- 1%. Effective July 1, 2022 and for all subsequent years the fees will increase by the CPI.

2. Recycling Outlets- The Franchisee shall notify the City one hundred twenty (120) days prior to the rate modification date if Franchisee intends to request any change in the recycling collection rate other than the normal CPI increase outlined above. Request will only be made if the Franchisee is now being charged to dispose of recyclable material, and/or the end market location has change and new location is farther than QRS in Nashville Tennessee. The Franchisee and the City will work together to resolve the request that will be mutually agreeable to both parties. The Franchisee may not request an increase in this type of fee until after July 1, 2025.
3. Additional Carts – Franchisee will supply one cart to each household. Franchisee will supply an additional cart to each house in which it is requested. Franchisee will keep a computerized list of each resident along with address that receives an additional cart. The Franchisee will provide the first fifteen hundred (1500) additional carts free of charge. However, if the quantity of additional carts exceeds fifteen hundred (1500) the Franchisee will notify the City sixty (60) days prior to rate modification date that there will be an additional charge.
  - 0 to 1500 - no charge
  - 1501 to 2000 - An additional .45 cents per month to all residential service customers
  - 2001 to 2500 – An additional .45 cents per month to all residential service customers.
  - 2501 to 3000 – An additional .40 cents per month to all residential service customers.
  - 3001 to 3500 – An additional .30 cents per month to all residential service customers.
4. The City reserves the right to request additional information from the Franchisee to evaluate a request for a rate increase.

## 5.4 Franchise Fee and Billing Fees

### A. County

1. Franchisee shall bill all participating County residential and all County commercial customers within the franchise area for services. Franchisee shall pay to the County a fee of five percent (5%) of collected gross receipts for residential and commercial service activities under this Agreement in the unincorporated portions of the Franchise Area, for each contract year or portion thereof that this Agreement remains in effect (the "County Franchise Fee"). However, in no event shall the County Franchise Fee be less than twelve thousand (\$12,000.00) dollars per year. The County Franchise Fee shall be payable within sixty-five (65) days of the last day of the year in which services were provided by Franchisee for residential customers using the service. The County Franchise Fee shall be based on gross receipts from all Solid Waste collection and disposal services for residential and commercial customers under this Agreement for County residential and commercial customers during the immediately preceding year. In the event this Agreement is terminated, the balance due shall be paid thirty (30) days after the date services are terminated. Each payment of the County Franchise Fee shall be accompanied by a report in a form acceptable to the County. Franchisee shall provide additional documentation upon request.
2. Franchisee shall bill residential customers quarterly in advance and commercial customers monthly in advance.
3. The Franchisee shall identify each customer who fails to make the required payments for Solid Waste collections, and the County shall fully cooperate with Franchisee in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or Recycling collection service to any customer who is delinquent in payments for service.
4. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the franchise fee if the County, in its reasonable discretion, deems an audit necessary.

### B. City

1. Each month, the City shall withhold ten percent (10%) of the gross receipts received by the City from utility bill payments attributable to operations conducted by the Franchisee pertaining to its operations by and through this Agreement within the incorporated limits of the City which are included in the Franchise Area, including the operation of the transfer facility should the Franchisee elect to operate a transfer facility (the "City Residential Franchise Fee"). In addition, the City shall withhold three percent (3%) of the gross receipts received by Franchisee attributable to its operations in the



City as a collection fee for the City performing residential billing services (the "City Collection Fee").

2. The City shall remit the "Net Amount" collected through utility bill payments attributable to Solid Waste and Recyclables Materials collection to the Franchisee within sixty-five (65) days of the last day of the month in which services were provided by Franchisee. "Net Amount" shall mean the amount billed to the customer by the City less the City Residential Franchise Fee, the City Collection Fee, and any and all bad debts, write-offs or accounts not paid by customers. The City shall identify each customer who fails to make the required payments for Solid Waste collections and shall fully cooperate with Franchisee in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or recycling collection service to any customer who is delinquent in payments for service.
3. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the City Franchise Fee if the City, in its discretion, deems an audit necessary.
4. Each month, the Franchisee shall bill all commercial and industrial customers other than Commercial hand pickup customers, within the franchise area for services. Franchisee shall pay to the City a fee of ten percent (10%) of collected gross receipts for commercial and industrial service activities under this Agreement in the incorporated portions of the Franchise Area, for each contract year or portion thereof that this Agreement remains in effect (the "City Commercial Franchise Fee"). The City Commercial Franchise Fee shall be payable within sixty-five (65) days of the last day of the month in which services were provided by Franchisee for commercial and industrial customers using the service. The City Commercial Fee shall be based on gross receipts from all Solid Waste collection and disposal services for commercial and industrial customers under this Agreement in the incorporated portions of the Franchise Area during the immediately preceding month. In the event this Agreement is terminated, the balance due shall be paid thirty (30) days after the date services are terminated. Each payment of the City Commercial Franchise Fee shall be accompanied by a report in a form reasonably acceptable to the City, certified by the City Manager, providing the number of commercial customers serviced and the revenues received therefrom. Franchisee shall provide additional documentation upon request.
5. The Franchisee shall identify each commercial or industrial customer who fails to make the required payments for Solid Waste collections and shall fully cooperate with City in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or recycling collection service to any customer who is delinquent in payments for service.

6. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the franchise fee if the City, in its discretion, deems an audit necessary.

## **SECTION VI: REPORTING REQUIREMENTS**

### **6.1 Reports to County and City**

- A. The Franchisee shall maintain records and report quarterly to the County and City the volume and source of all commercial, wastewater treatment plant, residential Solid Waste, recyclables, and oversized goods collected by the Franchisee under this Agreement during the previous month and the ultimate disposal location of the waste collected.
- B. The Franchisee shall maintain records and report quarterly to the County and City on all public education activities undertaken by the Franchisee.
- C. The County and City shall have the authority to request the Franchisee to report to the County and City Commission on any aspect of services provided under this Agreement.
- D. The Franchisee shall retain all records required to be maintained under this Agreement for five (5) years following the expiration of this Agreement.
- E. The Franchisee shall maintain a summary of customer service calls and the Franchisee's response.

### **6.2 Right of Inspection/Audit**

- A. Upon reasonable notice, the County and City reserve the right to inspect the Franchisee's operations at any time in such a way as to not unreasonably interfere with the Franchisee's operations. The Franchisee hereby grants the County and City a right-of-entry as necessary to exercise this right, as may be necessary for the County or City to verify compliance with this Agreement upon reasonable notice within business hours.
- B. The County and City reserve the right to require the Franchisee's records relating to the Franchisee's operations under this Agreement to be audited at any time. The Franchisee shall bear the cost of any audit required by the County or City. Should the audit reveal inconsistencies or any other problems, the Franchisee must provide the County or City with a written explanation including the Franchisee's plans to remedy any problem identified.

## **SECTION VII: REQUIRED INSURANCE AND BONDING**

### **7.1 Insurance**

- A. General Liability Insurance – The Franchisee shall maintain insurance from companies approved by the County and City, but such approval shall not be unreasonably withheld, conditioned, or delayed. Said insurance coverage must protect the County, City, and Franchisee and their respective officials, officers, agents, employees and representatives from and against any and all claims, losses, damages, costs and expenses including costs of defense and reasonable attorneys' fees for injury or damage to persons or property, both real and personal, caused by the Franchisee's operations pursuant to the terms of this Agreement. The Franchisee bears all responsibility for all costs associated with this coverage. The Franchisee shall maintain the following minimum coverages:

Bodily Injury Per Person	\$ 2 Million
Bodily Injury Per Occurrence	\$ 2 Million
Property Damage Per Occurrence	\$ 2 Million
Property Damage Aggregate	\$ 2 Million

- B. Automobile Insurance – The Franchisee shall maintain sufficient automobile insurance from companies approved by the County and City, but such approval shall not to be unreasonably withheld, conditioned, or delayed, in order to protect the County, City, and Franchisee and their respective officials, officers, agents, employees and representatives from and against any and all claims, losses, damages, costs and expenses, including cost of defense and reasonable attorneys' fees for injury or damage to persons or property, both real and personal caused by the operation of the Franchisee's vehicles pursuant to this Agreement. The Franchisee bears all responsibility for all costs associated with this coverage. The Franchisee shall maintain the following minimum policy limits:

Bodily Injury Per person	\$ 2 Million
Bodily Injury Per Occurrence	\$ 2 Million
Property Damage Per Occurrence	\$ 2 Million
Property Damage Aggregate	\$ 2 Million

- C. Worker's Compensation Insurance – The Franchisee shall maintain worker's compensation insurance as required by the laws of the Commonwealth of Kentucky. The Franchisee bears all responsibility for all costs associated with this coverage.
- D. Builder's Risk – If the Franchisee intends to construct or substantially repair any facilities associated with performing services under this Agreement, the Franchisee must carry builder's risk coverage, with the limits of insurance equal to 100% of the completed value of the project. The coverage shall include the transport and

installation of all machinery and/or equipment installed in the facility, and the Franchisee bears all responsibility for all costs associated with this coverage.

- E. County and City as Additional Insured/Loss Payee – All insurance required under the terms of the Agreement shall name the County and City as additional insureds.

## 7.2 Performance Bond

- A. Upon the effective date of the Agreement, the Franchisee shall furnish proof of the posting of a faithful performance bond running to the County and City with good and sufficient surety approved by the County and City, but such approval shall not be unreasonably withheld, conditioned, or delayed. The performance bond level shall equal operating costs of the Franchisee for a 120-day period.
- B. The bond shall be conditioned that the Franchisee shall observe, fulfill and perform the terms and conditions of this Agreement, and in the case of any breach of condition of the bond, the amount thereof shall be recoverable from principle and surety, jointly and severally, for all damages resulting from the failure of Franchisee to observe and perform its obligations under this Agreement. The bond shall be maintained by the Franchisee throughout the term of this Agreement.
- C. The County and City hereby reserve the power to require the Franchisee to increase the amount of the performance bond, in its reasonable discretion, at any time upon using commercially reasonable efforts if making a determination that the amount of the bond is insufficient.
- D. The Franchisee shall give 30 days notice to the County and City of any change or alternation on the performance bond.

## **SECTION VIII: OWNERSHIP OF COLLECTED MATERIALS**

### 8.1 Ownership of Materials

Title or ownership of all Solid Waste, oversized goods placed in a container for collection passes to the Franchisee at the point the item is removed from the container and placed in the Franchisee's vehicle, unless such waste is Unacceptable Waste. Title to Unacceptable Waste shall remain with the customer even if such Unacceptable Waste is inadvertently collected by Franchisee. Notwithstanding the foregoing, all monetary proceeds or losses from the sale of recycled materials shall be the property of Franchisee.

## **SECTION IX: INDEMNIFICATION, DUTY TO DEFEND, RELEASE & WAIVER**

- 9.1 The Franchisee hereby agrees to indemnify and hold harmless the County and City, their respective officials, officers, employees, agents and representatives ("Indemnified Parties") for all claims, losses, damages, penalties, costs and expenses including, but not

limited to, costs of defense and reasonable attorneys' fees ("claims") to the extent resulting from the Franchisee's acts or omissions in connection with this Agreement including, but not limited to, a breach of this Agreement except to the extent caused by the negligence, willful misconduct, or breach of this Agreement by the County or City. Such claims shall include but not be limited to damages arising out of liability, suits, claims, demands, regulatory enforcement actions, attorney's fees, costs of defense, and other damages arising out of the collection, transport, processing and disposal of residential Solid Waste and collection of oversized goods under the terms of this Agreement. The Franchisee's obligations shall continue beyond the term of this Agreement should losses, damages, costs and expenses be incurred after the termination of this Agreement.

- 9.2 If a claim is asserted or a lawsuit is filed against the County or City, either independently or jointly with the Franchisee which relate to the Franchisee's activities under the terms of this Agreement, the Franchisee shall, upon notice to it, defend the Indemnified Parties against the action, except to the extent that it is based upon the negligence, willful misconduct, or breach of this Agreement by the Indemnified Parties. This duty to defend shall continue beyond the term of this Agreement should a claim or lawsuit be asserted or continue beyond the term of this Agreement. In the event of a final judgment being obtained against an Indemnified Party either independently or jointly with the Franchisee, the Franchisee shall pay said judgment and all costs, including costs of defense and reasonable attorneys' fees and hold the Indemnified Parties harmless therefrom, except to the extent caused by the negligence, willful misconduct, or breach of this Agreement by the Indemnified Parties.
- 9.3 The County or City shall indemnify and hold Franchisee harmless from all liability to the extent caused by the negligence or willful misconduct of the Indemnified Parties, or the breach of this Agreement by the County or City.
- 9.4 Should any court or regulatory agency, state or federal, ever seek to establish liability against an Indemnified Party for the cost of a environmental clean up, recovery, or other corrective action, or criminal or civil penalty provided by applicable law in connection with or related to Franchisee's duties under this Agreement solely related to Solid Waste and/or Recyclable Materials (and specifically excluding any Unacceptable Waste), the Franchisee hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all fines, losses, costs or expenses, including, but not limited to costs of defense and reasonable attorneys' fees, to the extent caused by the negligence or willful misconduct of the Franchisee, or breach of this Agreement by Franchisee, or the failure of Franchisee to comply with all applicable governmental laws and regulations.

## **SECTION X: TERM, RENEWAL, MODIFICATIONS AND TRANSFERS**

### **10.1 Renewal**

This Agreement shall be effective \_\_\_\_\_, 2019 and terminate June 30, 2025. Upon mutual agreement of all parties, this Agreement may be renewed for two (2) additional five (5) year term upon mutual agreement of both parties.

## 10.2 Modification

- A. Either party may seek a modification of this Agreement; however, no modification shall be effective unless it is signed by authorized representatives of the County or City, or both, as applicable, and Franchisee.
- B. All requests for modifications shall be made in writing to each party's designated representative.
- C. The Franchisee shall furnish upon the County's or City's request information, documents, data and other applicable items pertaining to its request.

## 10.3 Transfers

- A. The Franchisee shall not assign, transfer, or convey this Agreement, or its rights, duties or obligations hereunder, without prior written consent of the County and City, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt to assign, transfer, or convey any part of this Agreement without the approval of the County and City shall render this Agreement voidable.
- B. Any change in ownership of the Franchisee which differs significantly from that described by the Franchisee in its proposal shall be considered an assignment, transfer or conveyance of this Agreement requiring approval from the County and City.
- C. The Franchisee may not subcontract with a separate entity to perform any service encompassed by this Agreement without the approval of the County and City. Any attempt to subcontract with a separate entity to perform service encompassed by this Agreement without County or City approval shall render this Agreement voidable.
- D. When seeking the County's and City's approval for a transfer, assignment or conveyance of this Agreement or approval of a subcontract, the Franchisee must provide, upon the County's and City's request, information relating to the contemplated transfer, assignment, conveyance or subcontract.

## 10.4 Termination

- A. The County and City may terminate this Agreement if the Franchisee is in breach of this Agreement by giving the Franchisee notice, provided that Franchisee has been given notice and an opportunity to cure pursuant to Section 12.2 of this Agreement.
- B. The Franchisee may terminate this Agreement if the County or City is in breach of this Agreement by giving the County and City notice, provided that County or City

has been given notice and an opportunity to cure pursuant to Section 12.2 of this Agreement

## **SECTION XI: COSTS**

### 11.1 Costs

The County and City reserve the right to charge the Franchisee for any cost incidental to the renewing, transferring, modifying and enforcing the terms of this Agreement including, but not limited to, consultant fees and reasonable attorneys' fees, Franchisee shall reimburse the County's and City's consultant costs if and to the extent that they are reasonably necessary for the County and City to retain a third party consultant to evaluate Franchisee's performance under this Agreement.

## **SECTION XII: REMEDIES**

### 12.1 Breach

A. As used in this Agreement, "breach" shall mean:

1. a failure to perform or observe any term, provision or requirement of this Agreement;
2. a failure to comply with any state, federal or local permit or license under which the Franchisee operates or performs services under this Agreement;
3. a failure to comply with any state or federal statute or regulation or any local ordinances;
5. the making of an untrue representation;
6. the failure to pay franchise fees; or
7. the occurrence of any act of insolvency by the Franchisee, County, or City, as the case may be.

### 12.2 Cure

In the event of a breach, the non-breaching party shall give the breaching party notice of the breach, and a reasonable opportunity to cure (which shall be no less than thirty (30) days).

### 12.3 Remedies

- A. In the event of a breach, the non-breaching party shall have the right to enforce the terms and conditions of this Agreement, implementing the following remedies at the non-breaching party's option, all such remedies being cumulative.
- B. The remedies available to the non-breaching party include:
  - 1. termination of the Franchise and this Agreement pursuant to Section 10.4 of this Agreement;
  - 2. closure of all convenience centers, transfer stations or other similar facilities operated in the County and City by the Franchisee under this Agreement and the cessation of all activities in the County and City by the Franchisee relating to this Agreement;
  - 3. the right to bring any legal proceeding in the nature of injunction, specific performance or other equitable remedy. Each party hereby acknowledges that any substantial and continuing breach of this Agreement will cause irreparable harm to the non-breaching party and that damages at law are an inadequate remedy for such a breach of this Agreement;
  - 4. any other remedy provided by this Agreement; and
  - 5. any other remedy allowed by applicable law.
- C. Remedies Cumulative. Each right, power and remedy provided in this Agreement or now or hereafter existed at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or the beginning of the exercise or the forbearance of the exercise by the non-breaching party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the non-breaching party of any or all such rights, powers or remedies.
- D. Failure to insist upon strict performance of any covenant, obligation, term or requirement of this Agreement shall not be a waiver of a right to demand strict performance in the future.

### **SECTION XIII: INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT**

#### **13.1 Complete Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof. The Franchisee, County, and City agree and warrant that there is no agreement, representation or other inducement for the execution of this Agreement other than the consideration recited herein.



### 13.2 Governing Law and Venue

- A. This Agreement is executed in the Commonwealth of Kentucky and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- B. The venue shall be Simpson County, Kentucky.

### 13.3 Construction

Should any provision of this Agreement require interpretation or construction, it is agreed by the parties hereto that a court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings or sections and subsections are for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

### 13.4 Notices

- A. All notices, requests, demands or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt. Rejection, refusal to accept or the inability to deliver because of changed address or status shall be deemed to be receipt of the notice sent.
- B. The Franchisee shall notify the County Judge Executive and City Manager of any change of address or change of personnel to whom all notices, requests, demands or other communications should be directed.

### 13.5 Severability

In the event that any term, provision, or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party and the invalid or unenforceable covenant shall automatically be deemed modified and amended to provide for the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

### 13.6 Third Parties

Nothing in this Agreement, express or implied, is intended to confer any right or remedies on any person other than the parties expressly named herein and their respective permanent successors, assigns and legal representatives.

13.7 Authority of Parties

The parties expressly represent and warrant that the individuals who have executed this Agreement are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the County and City has caused this Agreement to be executed for and on its behalf by its duly authorized Mayor and attested by the County Clerk, and Scott Waste Services, L.L.C. has caused this instrument to be executed by its duly authorized representative.

COUNTY OF SIMPSON, KENTUCKY

\_\_\_\_\_  
Mason Barnes, Judge Executive

Attested by:

\_\_\_\_\_  
Pam Rohrs, Fiscal Court Clerk

CITY OF FRANKLIN, KENTUCKY

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

Attested by:

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

SCOTT WASTE SERVICES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
WASTE CONNECTIONS US, INC., its  
Manager

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by \_\_\_\_\_ of Scott Waste Services, L.L.C. to be his  
free and voluntary act and deed on this the \_\_\_\_\_ day of April, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT 1**

**SCOTT WASTE SERVICES, LLC.**  
**SIMPSON COUNTY RATES**

Rates effective July 1, 2019

\*\*\*

CONTAINER SIZE	PICKUP 1 x weekly	PICKUP 2 X weekly	PICKUP 3 X weekly	PICKUP 4 X weekly	PICKUP 5 X weekly	Extra Empty
Commercial/96 Gallon	\$21.51	\$43.02	n/a	n/a	n/a	\$7.00
2 cu yard	\$38.45	\$76.90	\$115.35	\$153.80	\$192.25	\$20.00
3 cu yard	\$57.68	\$115.35	\$173.03	\$230.70	\$288.38	\$25.00
4 cu yard	\$76.90	\$153.80	\$230.70	\$307.60	\$384.50	\$30.00
6 cu yard	\$115.35	\$230.70	\$346.05	\$461.40	\$576.76	\$40.00
8 cu yard	\$153.80	\$307.60	\$461.40	\$615.21	\$769.01	\$50.00

**RESIDENTIAL  
CHARGES:**

Quarterly                      Monthly  
Advanced

	\$	
Simpson County	39.85	
Simpson 2nd Cart	\$ 6.65	
Simpson County		\$ 12.88

**EXHIBIT 2**

**SCOTT WASTE SERVICES, LLC.  
CITY OF FRANKLIN RATES**

**COMMERCIAL CHARGES:**

\*\*\*

CONTAINER SIZE	PICKUP 1 x weekly	PICKUP 2 X weekly	PICKUP 3 X weekly	PICKUP 4 X weekly	PICKUP 5 X weekly	Extra Empty
Commercial/96 Gallon	\$22.83	\$45.66	\$68.49	\$91.32	\$114.14	\$7.00
2 cu yard	\$30.66	\$61.31	\$91.97	\$122.63	\$153.28	\$15.00
4 cu yard	\$61.31	\$122.63	\$183.94	\$245.25	\$306.56	\$30.00
6 cu yard	\$91.97	\$183.94	\$275.91	\$367.88	\$459.85	\$45.00
8 cu yard	\$122.63	\$245.25	\$367.88	\$490.50	\$613.13	\$60.00

**RESIDENTIAL CHARGES:**

**Monthly**

Residential Rate	\$	16.31
Senior Citizen Rate	\$	14.70

**City of Franklin Wastewater Plant - Sludge Removal:**

\$675.00 per dumpster load based on a fourteen (14) ton monthly weight average.

Note: If monthly weight average exceeds ten percent (10%) of the 14 ton limit referenced above, then the rate per load will be increased based on the new average minus the old average multiplied by \$41.74 per ton.

**EXHIBIT 3**  
**Fuel Surcharge Chart - County**

**ORDINANCE NO. 2019 - 018**

**AN ORDINANCE ADOPTING AMENDED ZONING REGULATIONS OF THE  
CITY OF FRANKLIN AND SIMPSON COUNTY, KENTUCKY  
IN ARTICLE 9, SECTIONS 9.7.7 THROUGH 9.7.12  
AS RECOMMENDED BY THE FRANKLIN-SIMPSON PLANNING AND ZONING COMMISSION**

WHEREAS, after a public hearing on Tuesday, June 4, 2019, and pursuant to KRS 100.210 and all other applicable statutes, the Franklin-Simpson County Planning and Zoning Commission approved revisions in Article 9, Sections 9.7.7 through 9.7.12 of the Zoning Regulations of the City of Franklin and Simpson County, Kentucky at a meeting held on Tuesday, June 4, 2019, and submitted the regulations to the Board of City Commissioners of the City of Franklin for consideration and adoption; and

WHEREAS, it is in the best interest of the City of Franklin to adopt said regulations.

NOW, THEREFORE, BE IT ORDAINED by the City of Franklin, Kentucky, acting by and through its Board of City Commissioners as follows:

1. The amended zoning regulations contained in Article 9, Sections 9.7.7 through 9.7.12 of the City of Franklin and Simpson County, Kentucky approved by the Franklin-Simpson County Planning and Zoning Commission on Tuesday, June 4, 2019 are hereby adopted and all of the provisions, conditions and terms of such regulations on file in the office of the Franklin-Simpson County Planning and Zoning Commission and the office of the City Clerk of the City of Franklin are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance. The additions and revisions are as follows:

**9.7.7 Processing Application**

Applications for the construction of cellular antenna towers for cellular telecommunications services or personal communications services shall be processed as follows:

- a. At least one (1) public hearing on the proposal shall be held, at which hearing interested parties and citizens shall have the opportunity to be heard. Notice of the time and place of such hearing shall be published at least once, in a newspaper of general circulation in the county, provided that one (1) publication occurs not less than seven (7) calendar days not more than twenty-one (21) calendar days before the occurrence of such hearing.
- b. Notice of the proposal shall be posted by the applicant and shall remain in a visible location on the proposed site until final disposition of application. Such notice shall consist of a written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "[Name of Applicant] proposed to construct a telecommunications tower on this site" and including the addresses and telephone numbers of the applicant and the planning commission.
- c. Notice of the proposal shall be posted by the applicant and shall remain on the public road nearest the site until final disposition of the application. Such notice shall consist of a written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "[Name of Applicant] proposes to construct a telecommunications tower near this site" and including the addresses and telephone numbers of the applicant and the planning commission.
- d. Notice of the hearing shall be given at least fourteen (14) days in advance of the hearing by certified mail, return receipt requested, to the owner of every parcel of property within five hundred (500) feet of the proposed tower or property contiguous to the site upon which the tower is proposed to be constructed. Said notice shall include a map of the location of the proposed construction, the telephone number and address of the planning commission, and shall inform the addressee of his or her right to participate in the planning commission's proceedings on the application. Records maintained by the Property Valuation Administrator may be relied upon conclusively to determine the identity and address of said owner. In the event such property is in condominium or cooperative forms of ownership, then the person notified by mail shall be the president or chairperson of the owner group which administers property commonly owned by the condominium or cooperative owners. A joint notice may be mailed to two or more co-owners of

an adjoining property who are listed in the Property Valuation Administrator's records as having the same address.

- e. Upon holding such hearing, the planning commission shall, within sixty (60) days commencing from the date that the application is received by the planning commission, or within a date specified in a written agreement between the planning commission and the applicant, make its final decision to approve or disapprove the uniform application. If the planning commission fails to issue a final decision within sixty (60) days, and if there is no written agreement between the planning commission and the utility to a specific date for the planning commission to issue a decision, it shall be presumed that the planning commission has approved the utility's uniform application. In the event the application is filed in a timely manner where the planning commission's regular scheduled monthly meeting will not accommodate a public hearing, the planning commission will request a written agreement between said commission and the applicant to extend the sixty (60) day deadline.

#### **9.7.8 Design Standards**

The applicant shall provide information demonstrating compliance with the following requirements. Where the planning commission finds that circumstances or conditions relating to the particular application are such that one or more of the requirements listed below are not necessary or desirable for the protection of surrounding property or the public health, safety, and general welfare, and that such special conditions or circumstances make one or more said requirements unreasonable, the planning commission, or its duly authorized representative, may modify or waive such requirement, either permanently or on a temporary basis. Any such modification or waiver shall be requested by the applicant, and the applicant shall submit a written justification for each requested modification or waiver.

- a. All structures, except fences, shall be located a minimum distance from the property line or lease line of any adjoining property that is equal to one-half (1/2) the height of the tower, but not less than fifty (50) feet.
- b. A cellular antenna tower, or alternative antenna tower structure, may be constructed to a maximum height of two hundred (200) feet regardless of the maximum height requirements listed in the specific zoning district. This also applies to any tower taller than fifteen (15) feet constructed on the top of another building or structure, with the height being the overall height of building/structure and tower together, measured from the grade to the highest point. The planning commission may allow antennas greater than two hundred (200) feet in height upon review of the applicant's justification that the additional height meets the criteria identified in Section 9.7.9.
- c. The cellular antenna tower shall be constructed in compliance with the current ANSI/EIA/TIA 222-F standards and other applicable state standards.
- d. Cellular antenna towers shall not be illuminated, except in accordance with other state or federal regulations.
- e. The site shall be unstaffed. Personnel may periodically visit the site for maintenance, equipment modification or repairs. To accommodate such visits, ingress/egress shall only be from approved access points.
- f. Woven wire or chain line (eighty percent (80%) open) or solid fences made from wood or other materials (less than fifty percent (50%) open) shall be used to enclose the site. Such fences shall not be less than six (6) feet in height or more than eight (8) feet in height. The use of barb wire or sharp pointed fences shall be prohibited. Such fence may be located within the front, side, or rear yard.
- g. Screening shall be provided by evergreen trees, with a minimum height of six (6) feet, planted in a staggered pattern at a maximum distance of fifteen (15) feet on center. The screening shall be placed in an area between the property line, or lease line, and a ten (10) feet setback.
- h. Any site to be purchased or leased for the installation of a cellular antenna tower, or alternative antenna tower, and ancillary facilities, shall be at least five thousand (5,000) square feet in area.
- i. All new cellular antenna towers shall be designed and constructed to accommodate a minimum of three (3) service providers.
- j. All option and site lease agreements shall not prohibit the possibility of co-location.



Section 9.7.7 will be renumbered to 9.7.9.

Section 9.7.8 will be renumbered to 9.7.10.

Section 9.7.9 will be renumbered to 9.7.11.

**9.7.12 Confidentiality**

From the time that a uniform application is received by the planning commission, all information contained in the application and any updates, except for any map or other information that specifically identifies the proposed location of the cellular antenna tower then being reviewed, shall be deemed confidential and proprietary within the meaning of KRS 61.878. The planning commission shall deny any public request for the inspection of this information, whether submitted under Kentucky's Open Records Act or otherwise, except when ordered to release the information by a court of competent jurisdiction, or when and to the extent that confidentiality is waived in writing by the applying utility.

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

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

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

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

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

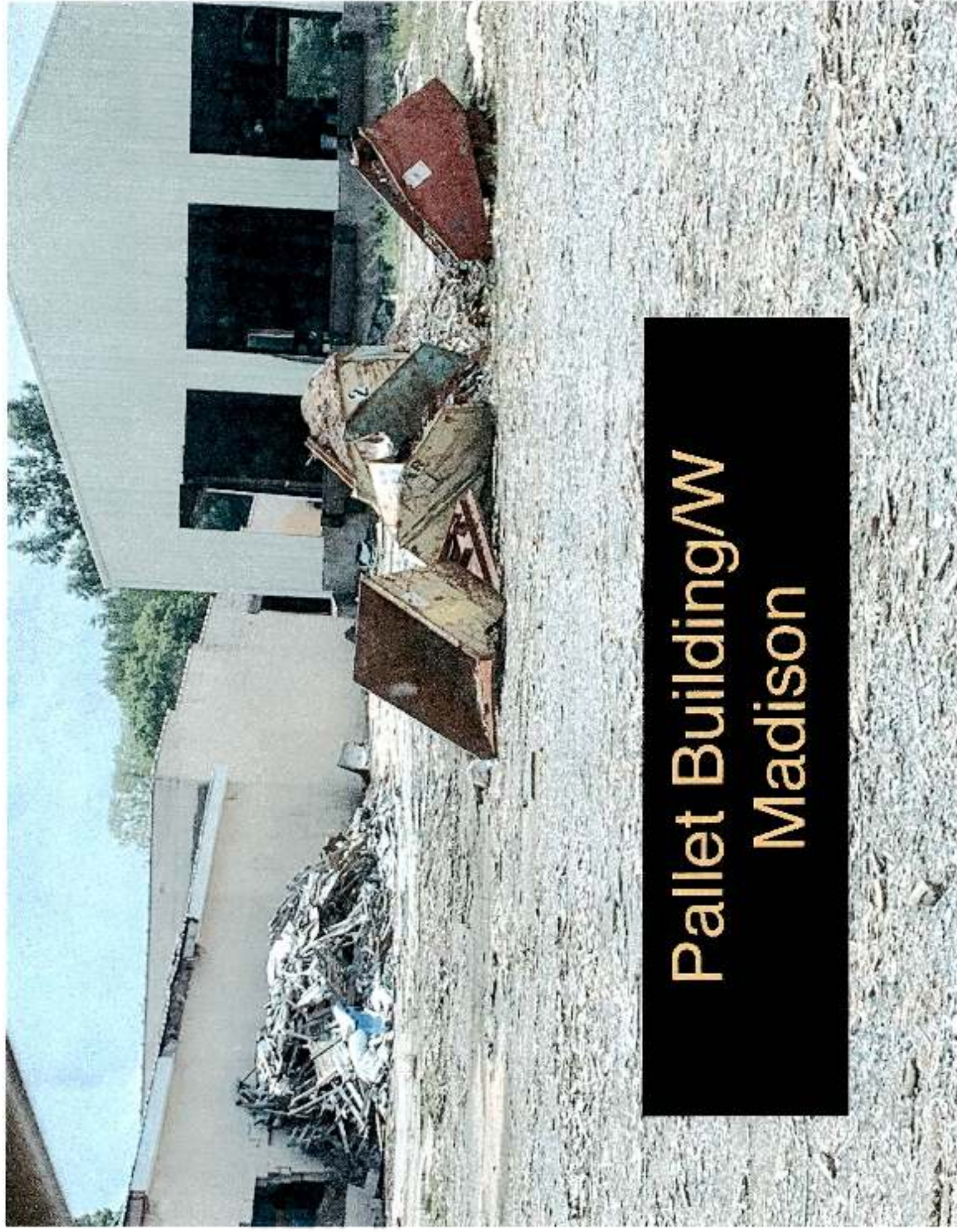
\_\_\_\_\_  
HERBERT WILLIAMS

APPROVED BY:

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

ATTEST:

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



# Pallet Building/W Madison



A photograph of a yard with a house in the background. The house has grey horizontal siding and a grey door. A brick chimney is visible on the left side of the house. A black metal chair is leaning against the house. In the foreground, a large, white, quilted mattress is lying on a wooden pallet. To the left of the mattress, there is a blue and white patterned bag or blanket. The yard is grassy, and there is a concrete path leading to the house.

8/2/19 - 2nd set of mattresses  
going on week 3 & little bit of  
everything else



# Pea Ridge Rd





Constant rental issues on Liberty  
St- most we have called in



1st set dbl mattresses July 1st

## Mayor

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**From:** Audrey Spillman <audreyspillman@gmail.com>  
**Sent:** Wednesday, July 31, 2019 1:31 PM  
**To:** Mayor; Jamie Powell; Wendell Stewart; Brownie Bennett; Herbert Williams; Mbarnes@simpsoncounty.us  
**Subject:** To Whom it May Concern

To Whom is May Concern:)

My name is Audrey Hubbard and I'm new to the Franklin area. I absolutely love the sense of community I have found within Franklin and love all the different community and family friendly activities offered throughout the year.

My husband and I moved over a year ago from Nashville because we found a beautiful home in Franklin and wanted to just have a getaway from the hustle and bustle of the ever growing Nashville area.

Having said that, I as well as other moms in the Franklin area, have been wondering if there is any possibly that we could get a kid friendly playground/splash area near the Square? Preferably the empty lot across from the soon to be renovated library? As of now, to get to a great playground area, we have to go to White House, Nashville or Bowling Green for those opportunities. It would be nice to be able to have an area in Franklin, near the Square, where it could further strengthen that sense of community with our children and families. It would also provide another incentive for Franklin to be a destination for families to come to and further entice people to shop the Square as they could make more of a family outing of it. This would it turn help the businesses within the Square as well.

It would also provide an opportunity for families who may not have the means to drive their kids to Bowling Green, White House or Nashville; to experience the joys of playing on a really nice playground // Splash Pad area.

If there's anything I can do on my end, to help rally other moms and members of the community, to get this in motion, I am happy to do so! Please let me know what I can do.

I know building a nice playground and splash pad is not a cheap en-devour but I believe it is possible and believe that it is a positive addition to Franklin that others would be happy to get behind as well!

Thank you so much for your time!

Audrey



**COURTESY RECORD OF ATTENDANCE**  
DATE: Aug. 12, 2019 CITY COMMISSION MEETING  
City Hall, 117 W Cedar Street  
Franklin, KY

City Hall, 117 W Cedar Street

[illegible]