

The Franklin City Commission convened in **called session** on Monday, June 7, 2010, in the meeting room at City Hall, 117 W Cedar Street, Franklin, Kentucky. Member attendance as follows:

Mayor Herbert S. Williams	Present and in the chair presiding
Commissioner Jamie Powell	Present
Commissioner Mike Simpson	Present
Commissioner Wendell Stewart	Present
Commissioner Henry Stone	Present

Also present for this City meeting were City Manager, Jim Brown City Clerk, Kathy Stradtner and City Finance Director, Cendy Dodd.

The Commission had just left the courthouse and a joint City/County meeting. At 11:32 am, the Honorable Mayor Herbert S. Williams called the Commission to order and offered an opening prayer.

The following items were listed on the advance agenda:

- **Discussions and/or Possible Action Regarding Property and Liability Insurance**

Two bids were received for the general liability and property insurances; an Argonaut policy through Houchens Insurance Group (Van Meter Insurance Agency) and a Travelers Insurance policy through Cook-Grogan Agency. City Manager Brown reported their appears to be a \$20,000 difference between the two bids and staff would like more time to closely review the two policies. It was agreeable to the Commission to table the award until the next regular meeting.

- **Discussions and/or Possible Action Regarding Health Insurance**

City Manager Brown discussed with the Commission the proposals received from United Health Care (UHC) and Anthem. UHC currently carries the policies for the employees and their proposal reflects a 15% increase in premiums. After review, City Manager Brown recommends we award the employee health insurance for fiscal year 2010-2011 to Anthem with the \$3,000 employee only deductible; \$6,000 employee plus dependent deductible and utilize HRA funds to cover the deductibles in the same manner as the previous year. After much discussion, **motion** was made by Commissioner Stone and seconded by Commissioner Powell to take staff's recommendation and award the fiscal year 2010-2011 employee health insurance coverage to the Anthem product discussed, to be administered by Kelly Harding of Franklin Insurance, and authorize the Mayor to sign any documents necessary to effectuate this motion. Ayes: All. Motion carried.

- **Discussions and/or Possible Action Regarding Dental Insurance**

The only proposal to furnish dental insurance for the employees was received from Delta Dental; they have covered the employees for several years, and reflect a six percent increase in premiums. **Motion** was made by Commissioner Powell and seconded by Commissioner Stewart to accept the same Delta Dental plan as previous and as submitted and authorize the Mayor to sign any documents necessary to effectuate this motion. Ayes: All. Motion carried.

- **Discussions and/or Possible Action Regarding Workers Compensation Insurance**

Only one submittal, from Kentucky Employers Mutual Insurance (KEMI) was received for Workers Compensation coverage. Following discussion, **motion** was made by

Commissioner Stewart and seconded by Commissioner Powell to accept the Workers Compensation Insurance proposal from Robert Fuller and the Cook Grogan Agency for a KEMI product in the amount of \$57,860. Ayes: All. Motion carried.

• **Discussions and/or Possible Action Regarding Resolution H-2010 Designation of Applicant's Agent**

At the last regular Commission meeting, Mr. Robert Palmer, Simpson county Emergency Management Director, was appointed to serve as applicant agency for the City of Franklin regarding Disaster Relief Funds. A Resolution is required to finalize the appointment. **Motion** was made by Commissioner Stewart and seconded by Commissioner Powell to adopt Resolution H-2010 and authorize the Mayor to sign. Ayes: All. Motion carried.

RESOLUTION NO: H-2010

BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF FRANKLIN, KENTUCKY, THAT ROBERT PALMER, DIRECTOR, SIMPSON COUNTY EMERGENCY MANAGEMENT, is hereby authorized to execute for and in behalf of the City of Franklin, Kentucky, a public entity established under the laws of the Commonwealth of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT THE CITY OF FRANKLIN, KENTUCKY, a public entity established under the laws of the Commonwealth of Kentucky hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

ATTACHMENT

- 1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.*
- 2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.*
- 3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.*
- 4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.*
- 5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.*
- 6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.*
- 7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.*
- 8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.*
- 9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.*
- 10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.*
- 11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any*

measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or

loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

- **Discussions and/or Possible Action Regarding Authorizing the Purchase of Used Forklift for Waste Water Treatment Plant**

For many years staff has used a backhoe at the Waste Water Treatment Plant (WWTP) to unload supplies from tractor-trailers. Age has made use of this backhoe a safety risk, and a good used Toyota forklift has been located. The Toyota forklift has been reconditioned by John Wyatt and is available for \$5,000. City Manager Brown has looked over the machine, and recommends we purchase this piece of equipment using some of the remaining capital money that was discussed at our last meeting. Following discussion, **motion** was made by Commissioner Powell and seconded by Commissioner Simpson to approve the purchase from John Wyatt of a re-conditioned Toyota forklift for use at the WWTP at a cost of \$5,000. Ayes: All. Motion carried.

- **Discussions and/or Possible Action Regarding Award of Contract to Scott Kelly for Land Rental to Put Slurry/Sludge From Water Treatment Plant**

Sludge accumulates at the Water Treatment Plant (WTP) when the filters are backwashed. For some time now staff has been attempting to come up with a better plan to remove the sludge; the material is not hazardous and comes from the raw water pulled from the creek. City Manager Brown proposes contracting with a firm to pump the sludge to a piece of land across from Cedar Street and owned by Scott Kelly; the sludge would be pumped to the site and through a device that would spread the liquid over the land evenly. The State has approved the modification to our permit to allow this, and Mr. Kelly has agreed to a cost of \$4,000 per year for the use of his property. Following further discussion, **motion** was made by Commissioner Stone and seconded by Commissioner Stewart to approve as discussed a contract with Scott Kelly in the amount of \$4,000 for leasing of land to pump sludge to and authorize the Mayor to sign any and all documents necessary per this motion. Ayes: All. Motion carried.

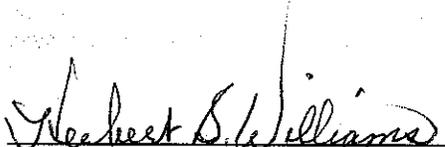
At this time (11:48 p.m.) the City Clerk exited the meeting and the meeting was recessed.

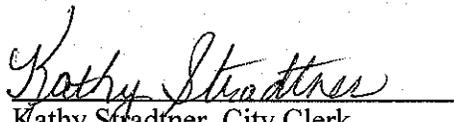
BUDGET WORK SESSION

At 12:08 p.m. the meeting was reconvened and a budget workshop was conducted for the Fiscal Year 2010-2011 budget.

ADJOURNMENT

Motion was made at 2:00 p.m. by Commissioner Powell and seconded by Commissioner Stewart to adjourn the City Commission meeting. Ayes: All. Motion carried at 2:00 pm.


Herbert S. Williams, Mayor


Kathy Stradtner, City Clerk
Portion Record by Finance Director Cendy Dodd