

City Council Members

Chuck Bradley
Millie Butcher Conway
Polly Singer Eardley
David Lusby



City Council Members

Mark Showalter
Karen Tingle-Sames
Connie Tackett
Marvin Thompson

TOM PRATHER, MAYOR

Georgetown City Council Meeting

November 14, 2016

6:00 pm

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
- 4. Receipt of Check Register**
- 5. Public Comments**
- 6. Mayors Comments**
- 7. Citizen Awards- Presented by Georgetown Police Department**
- 8. Presentation and First Reading of Ethics Ordinance- Sponsor Mark Showalter**
- 9. Presentation and Approval of Comp Plan Goals and Objectives**
- 10. Cemetery**
 - a) Municipal Order Approving the Purchase of a Vehicle for the Cemetery**
 - b) Municipal Order Approving Items for Surplus**
- 11. City Attorney**
 - a) Resolution Approving an Interlocal Agreement for Code Enforcement**
 - b) Resolution Approving an Interlocal Agreement for Shared Space at 125 W. Clinton St.**
- 12. Fire**
 - a) Resolution Accepting Grant from Kentucky American Water**
 - b) Resolution Requesting Permission to Apply for Assistance to Firefighter Grant**
- 13. Human Resources- Municipal Order Adopting Revisions to Employee Handbook**
- 14. Police**
 - a) Resolution to Accept Grant to Hire a Victims of Crime Advocate**
 - b) First Reading of Amendment to Personnel Ordinance-Sponsors Polly Singer Eardley and Mark Showalter**
- 15. Public Works- Municipal Order to Approve Rental of Garbage Truck**
- 16. Council Comments**
- 17. Adjourn**

Georgetown City Council Special Meeting
October 27, 2016
8:00 am

The special meeting of the Georgetown City Council was called to order by Tom Prather.

All members being present except Councilmember Conway.

1. **Minutes**

A motion was made by Councilmember Thompson and seconded by Councilmember Singer Eardley to approve the minutes from the City Council meeting October 24, 2016. **The motion was unanimously approved.**

2. **Municipal Order**

Municipal Order approving a contract with AIG for stop loss insurance. A motion for approval was made by Councilmember Tingle-Sames and seconded by Councilmember Tackett. **The motion was unanimously approved.**

There being no further business the special meeting was adjourned.

APPROVED

Tom Prather, Mayor

ATTESTED BY:

Tracie Hoffman, City Clerk-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2016

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS:	FAX (A/C, No): 502-244-1411
	INSURER(S) AFFORDING COVERAGE	
INSURED Kentucky Congress of Parents & Teachers P.O. Box 654 Frankfort, KY 40602	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0834979	09/01/2016	09/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPOP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Crime Coverage			CPP0834979	09/01/2016	09/01/2017	Emp Dishonesty	7,500
							Inside	2,000
							Outside	2,000

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

Scott County Board of Education is named as an additional insured with respects to the general liability coverage.
re: Lemons Mill Elementary PTA

CERTIFICATE HOLDER

Scott County Board of Education
 2168 Frankfort Road
 Georgetown, KY 40324

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Georgetown, City of

Check Report by Check Number

Banks: All
 Payment Method: Checks, ACH, EFT
 Vendors: 52NDREGI to ZUMWALTB
 Checks: All

Check Dates: 10/22/2016 to 11/30/2016
 As Of Check Cashed Date: 1/1/1900 to 11/30/2016
 Include Voids: No
 Check Status: Cashed And Outstanding

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
Bank: 1R - WHITAKER BANK								
0000097188	10/31/2016	WISEINDUSTRY	WISE INDUSTRY, LLC	Check	Outstanding		\$0.00	\$400.00
0000097189	10/24/2016	911FLEET	911 FLEET AND FIRE EQUIP	Check	Outstanding		\$0.00	\$384.53
0000097190	10/24/2016	A+AUTOBO	A+ AUTO BODY INC.	Check	Outstanding		\$0.00	\$5,767.47
0000097191	10/24/2016	ADVANAUT	ADVANCE AUTO PARTS	Check	Outstanding		\$0.00	\$207.01
0000097192	10/24/2016	AFFORDABLE	AFFORDABLE FUNERAL SUPPLY, LLC	Check	Outstanding		\$0.00	\$368.60
0000097193	10/24/2016	ATT	AT&T	Check	Outstanding		\$0.00	\$112.12
0000097194	10/24/2016	ATKY	AT&T	Check	Outstanding		\$0.00	\$850.27
0000097195	10/24/2016	ATSCONST	ATS CONTRUCTION	Check	Outstanding		\$0.00	\$512.64
0000097196	10/24/2016	AUTOZONE	AUTOZONE INC	Check	Outstanding		\$0.00	\$9.98
0000097197	10/24/2016	BGENERGY	BG ENERGY COOPERATIVE	Check	Outstanding		\$0.00	\$1,312.56
0000097198	10/24/2016	NORTHERN	BLUE TARP FINANCIAL	Check	Outstanding		\$0.00	\$264.30
0000097199	10/24/2016	CAREHERE	CARE HERE LLC	Check	Outstanding		\$0.00	\$5,106.79
0000097200	10/24/2016	CCPINDUS	CCP INDUSTRIES INC.	Check	Outstanding		\$0.00	\$440.43
0000097201	10/24/2016	CENTERFI	CENTERFIRE SYSTEMS	Check	Outstanding		\$0.00	\$218.92
0000097202	10/24/2016	CENKYLAN	CENTRAL KY LANDFILL	Check	Outstanding		\$0.00	\$11,786.78
0000097203	10/24/2016	CINTASCO	CINTAS CORPORATION #312	Check	Outstanding		\$0.00	\$663.35
0000097204	10/24/2016	CLARKTIR	CLARKS TIRE & AUTO SERVIC	Check	Outstanding		\$0.00	\$150.00
0000097205	10/24/2016	DELAPLAI	DELAPLAIN DISPOSAL CO.	Check	Outstanding		\$0.00	\$33.25
0000097206	10/24/2016	FIRSTDUE	FIRST DUE FIRE/RESCUE	Check	Outstanding		\$0.00	\$164.99
0000097207	10/24/2016	FLEETONE	FLEET ONE, LLC	Check	Outstanding		\$0.00	\$22,587.14
0000097208	10/24/2016	FLEETPRI	FLEETPRIDE INC.	Check	Outstanding		\$0.00	\$471.90
0000097209	10/24/2016	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$4,455.42
0000097210	10/24/2016	GTFLOWER	GEORGETOWN FLOWERS	Check	Outstanding		\$0.00	\$56.00
0000097211	10/24/2016	GTPOLICE	GEORGETOWN POLICE DEPT.	Check	Outstanding		\$0.00	\$3,000.00
0000097212	10/24/2016	GLOBALSU	GLOBAL SUPPLY & FLOOR EQUIPMENT	Check	Outstanding		\$0.00	\$43.99
0000097213	10/24/2016	GTMUNWAT	GT MUNICIPAL WATER & SEW.	Check	Outstanding		\$0.00	\$1,955.79
0000097214	10/24/2016	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$2,364.64
0000097215	10/24/2016	HERESYOURSIGN	HERE'S YOUR SIGN	Check	Outstanding		\$0.00	\$25.00
0000097216	10/24/2016	HURSTOFF	HURST OFFICE SUPP. LLC	Check	Outstanding		\$0.00	\$30.69
0000097217	10/24/2016	IINTEGRATION	INTEGRATION PARTNERS CORPORATION	Check	Outstanding		\$0.00	\$269.50
0000097218	10/24/2016	KLCINSUR	KENTUCKY LEAGUE OF CITIES	Check	Outstanding		\$0.00	\$2,898.73
0000097219	10/24/2016	KEYOILCO	KEY OIL CO.	Check	Outstanding		\$0.00	\$967.20
0000097220	10/24/2016	KYMOTORS	KOI ENTERPRISES	Check	Outstanding		\$0.00	\$50.94
0000097221	10/24/2016	KYFREIGH	KY. FREIGHTLINER TRUCKS	Check	Outstanding		\$0.00	\$229.11
0000097221	10/24/2016	LEXCOFFE	LEXINGTON COFFEE & TEA CO	Check	Outstanding		\$0.00	\$46.50

**Check Report by Check Number
As Of Check Cashed Date: 11/19/2016 to 11/30/2016**

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000097222	10/24/2016	THOMPSONM	MARVIN THOMPSON	Check	Outstanding		\$0.00	\$200.00
0000097223	10/24/2016	MICROBAC	MICROBAC LABORATORIES INC	Check	Outstanding		\$0.00	\$336.00
0000097224	10/24/2016	MOSESS	MOSESS INC.	Check	Outstanding		\$0.00	\$319.60
0000097225	10/24/2016	NAPAAUTO	NAPA AUTO PARTS	Check	Outstanding		\$0.00	\$120.67
0000097226	10/24/2016	NETGAIN	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$2,475.00
0000097227	10/24/2016	ORRSAFE	ORR SAFETY	Check	Outstanding		\$0.00	\$163.09
0000097228	10/24/2016	PROCHEM	PRO CHEM INC	Check	Outstanding		\$0.00	\$466.90
0000097229	10/24/2016	RENPRO	RENPRO COLLISION	Check	Outstanding		\$0.00	\$156.00
0000097230	10/24/2016	ROBERTSHEAVY	ROBERTS HEAVY DUTY TOWING	Check	Outstanding		\$0.00	\$215.00
0000097231	10/24/2016	SSTIRELE	S & S TRUCK TIRE CENTER	Check	Outstanding		\$0.00	\$8,703.79
0000097232	10/24/2016	SAFTICOI	SAF-TI-CO, INC.	Check	Outstanding		\$0.00	\$1,735.00
0000097233	10/24/2016	SCHELLER	SCHELLER'S FITNESS	Check	Outstanding		\$0.00	\$2,790.00
0000097234	10/24/2016	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$3,517.73
0000097235	10/24/2016	SCOTTGRO	SCOTT-GROSS CO.INC.	Check	Outstanding		\$0.00	\$277.29
0000097236	10/24/2016	SOUTHEAST	SOUTHEAST MAIL SERVICES	Check	Outstanding		\$0.00	\$1,857.70
0000097237	10/24/2016	SOUSTATE	SOUTHERN STATES CO-OP	Check	Outstanding		\$0.00	\$222.18
0000097238	10/24/2016	SOUTHSTAR	SouthStar Financial LLC	Check	Outstanding		\$0.00	\$20,600.00
0000097239	10/24/2016	STRANDAS	STRAND ASSOCIATES	Check	Outstanding		\$0.00	\$21,023.03
0000097240	10/24/2016	STRINGFE	STRINGFELLOW, INC	Check	Outstanding		\$0.00	\$891.19
0000097241	10/24/2016	SUNBADGE	SUN BADGE COMPANY	Check	Outstanding		\$0.00	\$370.00
0000097242	10/24/2016	TIMWARN	TIME WARNER CABLE	Check	Outstanding		\$0.00	\$149.99
0000097243	10/24/2016	UCFOUNDATION	UNIVERSITY OF CINCINNATI FOUNDATION	Check	Outstanding		\$0.00	\$3,500.00
0000097244	10/24/2016	VERIZONW	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$378.74
0000097245	10/24/2016	VOGELPOH	VOGELPOHL FIRE EQUIPMENT	Check	Outstanding		\$0.00	\$15,369.11
0000097246	10/24/2016	WARESHEAT	WARE'S HEATING AND COOLING	Check	Outstanding		\$0.00	\$288.00
0000097248	10/24/2016	XEROXCOR	XEROX CORPORATION	Check	Outstanding		\$0.00	\$63.87
0000097249	10/31/2016	KYTRANSP	KY.TRANSPORTATION CABINET	Check	Outstanding		\$0.00	\$160.00
0000097250	10/31/2016	LOWES	LOWE'S BUSINESS ACCOUNT	Check	Outstanding		\$0.00	\$1,903.68
0000097251	10/31/2016	NETGAIN	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$2,600.00
0000097252	10/31/2016	OWENELEC	OWEN ELECTRIC CO OPERATIV	Check	Outstanding		\$0.00	\$1,336.35
0000097253	10/31/2016	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$22,495.80
0000097254	10/31/2016	UNIVKENT	UNIVERSITY OF KENTUCKY	Check	Outstanding		\$0.00	\$125.00
0000097255	10/31/2016	WALMARTG	WALMARTS COMMUNITY BRC	Check	Outstanding		\$0.00	\$567.04
0000097256	11/09/2016	BIREFUND	JIM BURGESS	Check	Outstanding		\$0.00	\$165.67
0000097257	11/09/2016	INSURANCE CLAIMS	Lexington Fayette Urban County Government	Check	Outstanding		\$0.00	\$898.40
0000097258	11/09/2016	911FLEET	911 FLEET AND FIRE EQUIP	Check	Outstanding		\$0.00	\$20.00
0000097259	11/09/2016	AZTOWING	A & Z TOWING & RECOVERING	Check	Outstanding		\$0.00	\$50.00
0000097260	11/09/2016	ADVANAUT	ADVANCED AUTO PARTS	Check	Outstanding		\$0.00	\$348.66
0000097261	11/09/2016	ADVANRAD	ADVANCED RADIO TECHNOLOGY	Check	Outstanding		\$0.00	\$114.47
0000097262	11/09/2016	AFLAC	AFLAC	Check	Outstanding		\$0.00	\$4,422.52
0000097263	11/09/2016	APTECH	AP TECHNOLOGY, LLC	Check	Outstanding		\$0.00	\$895.00
0000097264	11/09/2016	ARAMARKU	ARAMARK UNIFORM SERVICE	Check	Outstanding		\$0.00	\$410.16
0000097265	11/09/2016	ATSCONST	ATS CONTRUCTION	Check	Outstanding		\$0.00	\$228.48
0000097266	11/09/2016	BeneSolv	BeneSolv	Check	Outstanding		\$0.00	\$415.83
0000097267	11/09/2016	BEVINSMO	BEVINS MOTOR CO., INC.	Check	Outstanding		\$0.00	\$693.00

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Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000097268	11/09/2016	BGENERGY	BG ENERGY COOPERATIVE	Check	Outstanding		\$0.00	\$1,400.86
0000097269	11/09/2016	BGINTERN	BLUEGRASS INTERNATIONAL	Check	Outstanding		\$0.00	\$310.78
0000097270	11/09/2016	BGUNIFOR	BLUEGRASS UNIFORMS INC.	Check	Outstanding		\$0.00	\$511.00
0000097271	11/09/2016	BYPASSRE	BYPASS RENTAL CENTER	Check	Outstanding		\$0.00	\$65.85
0000097272	11/09/2016	CAREHERE	CARE HERE LLC	Check	Outstanding		\$0.00	\$10,405.22
0000097273	11/09/2016	CHARDSNY	CHARD SNYDER	Check	Outstanding		\$0.00	\$471.70
0000097274	11/09/2016	CINTASCO	CINTAS CORPORATION #312	Check	Outstanding		\$0.00	\$718.82
0000097275	11/09/2016	CLARKEPO	CLARKE POWER SERVICE INC.	Check	Outstanding		\$0.00	\$404.82
0000097276	11/09/2016	CLIFFFAR	CLIFFORD'S FARM EQUIPMENT	Check	Outstanding		\$0.00	\$855.57
0000097277	11/09/2016	CORVUS	CORVUS JANITORIAL SYSTEMS	Check	Outstanding		\$0.00	\$1,645.00
0000097278	11/09/2016	FORDCORY	CORVUS FORD	Check	Outstanding		\$0.00	\$80.12
0000097279	11/09/2016	CROWNLI	CROWN LIFT TRUCKS	Check	Outstanding		\$0.00	\$90.00
0000097280	11/09/2016	CUMMINSC	CUMMINS CROSSPOINT LLC	Check	Outstanding		\$0.00	\$1,492.89
0000097281	11/09/2016	DELLINC.	DELL INC.	Check	Outstanding		\$0.00	\$1,569.84
0000097282	11/09/2016	DELTADEN	DELTA DENTAL OF KENTUCKY	Check	Outstanding		\$0.00	\$11,331.08
0000097283	11/09/2016	DILLSFIRE	DILL'S FIRE AND SAFETY EQUIPMENT CO.	Check	Outstanding		\$0.00	\$897.38
0000097284	11/09/2016	ENTERPRISE	ENTERPRISE WASTE OIL CO., INC.	Check	Outstanding		\$0.00	\$114.20
0000097285	11/09/2016	EVERMANA	EVERMAN'S ALUMINUM	Check	Outstanding		\$0.00	\$1,010.00
0000097286	11/09/2016	FIFTHTHI	FIFTH THIRD BANK	Check	Outstanding		\$0.00	\$2.50
0000097287	11/09/2016	FINLEYFI	FINLEY FIRE	Check	Outstanding		\$0.00	\$32.11
0000097288	11/09/2016	FIRSTDUE	FIRST DUE FIRE/RESCUE	Check	Outstanding		\$0.00	\$807.00
0000097289	11/09/2016	FOLEGAL	FOP LEGAL DEFENSE FUND	Check	Outstanding		\$0.00	\$2,400.83
0000097290	11/09/2016	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$8,717.48
0000097291	11/09/2016	GTHOSPIT	GEORGETOWN COMM.HOSPITAL	Check	Outstanding		\$0.00	\$191.12
0000097292	11/09/2016	GTOUTFIT	GEORGETOWN OUTFITTERS LLC	Check	Outstanding		\$0.00	\$3,224.20
0000097293	11/09/2016	GLENNFREE	GLENN'S FREEDOM DODGE	Check	Outstanding		\$0.00	\$77,265.60
0000097294	11/09/2016	GTPROFIR	GT PRO FIREFIGHTERS 3681	Check	Outstanding		\$0.00	\$3,435.00
0000097295	11/09/2016	GUARDIAN	GUARDIAN	Check	Outstanding		\$0.00	\$1,663.64
0000097296	11/09/2016	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$6,383.19
0000097297	11/09/2016	HARBORST	HARBOR STEEL & SUPPLY	Check	Outstanding		\$0.00	\$290.00
0000097298	11/09/2016	HARTSDRY	HARTS DRY CLEANING	Check	Outstanding		\$0.00	\$23.45
0000097299	11/09/2016	HIGHBRID	HIGHBRIDGE SPRING WATER	Check	Outstanding		\$0.00	\$64.95
0000097300	11/09/2016	HURSTOFF	HURST OFFICE SUPP. LLC	Check	Outstanding		\$0.00	\$1,808.37
0000097301	11/09/2016	IMPERIAL	IMPERIAL SUPPLIES LLC	Check	Outstanding		\$0.00	\$462.14
0000097302	11/09/2016	WARDJOHN	JOHN ALLEN WARD JR.	Check	Outstanding		\$0.00	\$26.00
0000097303	11/09/2016	KENVIRON	KENVIRONS, INC.	Check	Outstanding		\$0.00	\$4,246.50
0000097304	11/09/2016	KYMOTORS	KOI ENTERPRISES	Check	Outstanding		\$0.00	\$242.36
0000097305	11/09/2016	KYAMWATE	KY AMERICAN WATER COMPANY	Check	Outstanding		\$0.00	\$7,883.69
0000097306	11/09/2016	KYCHAMBE	KY CHAMBER OF COMMERCE	Check	Outstanding		\$0.00	\$415.95
0000097307	11/09/2016	KYDEFLOA	KY EMPLOYEES DEFF COMP	Check	Outstanding		\$0.00	\$8,901.52
0000097308	11/09/2016	NOTARYCO	KY STATE TREASURY	Check	Outstanding		\$0.00	\$10.00
0000097309	11/09/2016	KYFREIGH	KY. FREIGHTLINER TRUCKS	Check	Outstanding		\$0.00	\$2,086.20
0000097310	11/09/2016	LWEMERGE	L & W EMERGENCY EQUIPMENT	Check	Outstanding		\$0.00	\$39,603.00
0000097311	11/09/2016	LEGALSHI	LEGAL SHIELD	Check	Outstanding		\$0.00	\$318.96
0000097312	11/09/2016	LEXCOFFE	LEXINGTON COFFEE & TEA CO	Check	Outstanding		\$0.00	\$46.50
0000097313	11/09/2016	LEXINGTONR	LEXINGTON GRANITE	Check	Outstanding		\$0.00	\$418.00

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Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000097314	11/09/2016	LOWES	LOWE'S BUSINESS ACCOUNT	Check	Outstanding		\$0.00	\$128.42
0000097315	11/09/2016	MICROBAC	MICROBAC LABORATORIES INC	Check	Outstanding		\$0.00	\$84.00
0000097316	11/09/2016	MIDAS	MIDAS TOTAL CAR CARE	Check	Outstanding		\$0.00	\$1,081.89
0000097317	11/09/2016	MOSESS	MOSESS INC.	Check	Outstanding		\$0.00	\$77.99
0000097318	11/09/2016	NAPAAUTO	NAPA AUTO PARTS	Check	Outstanding		\$0.00	\$59.98
0000097319	11/09/2016	NETGAIN	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$421.49
0000097320	11/09/2016	OLDDOMIN	OLD DOMINION BRUSH	Check	Outstanding		\$0.00	\$2,487.00
0000097321	11/09/2016	ORKINPES	ORKIN PEST CONTROL	Check	Outstanding		\$0.00	\$74.10
0000097322	11/09/2016	OWENELEC	OWEN ELECTRIC CO OPERATV	Check	Outstanding		\$0.00	\$2,617.62
0000097323	11/09/2016	JUETTHEA	PAT JUETT HEATING AIR INC	Check	Outstanding		\$0.00	\$156.75
0000097324	11/09/2016	MILLERPA	PAUL MILLER FORD	Check	Outstanding		\$0.00	\$707.16
0000097325	11/09/2016	PAVILION	PAVILION	Check	Outstanding		\$0.00	\$274.15
0000097326	11/09/2016	PAYSOLUT	PAYROLL SOLUTIONS	Check	Outstanding		\$0.00	\$25.00
0000097327	11/09/2016	PLATINUM	PLATINUM PLUMBING LLC	Check	Outstanding		\$0.00	\$175.00
0000097328	11/09/2016	PURCHASE	PURCHASE POWER	Check	Outstanding		\$0.00	\$261.51
0000097329	11/09/2016	BRUINROB	ROBERT BRUIN	Check	Outstanding		\$0.00	\$14.20
0000097330	11/09/2016	SSTIRELE	S & S TRUCK TIRE CENTER	Check	Outstanding		\$0.00	\$2,247.06
0000097331	11/09/2016	SAFTICOI	SAF-TI-CO, INC.	Check	Outstanding		\$0.00	\$2,229.34
0000097332	11/09/2016	SCDETENTN	SC DETENTION CENTER	Check	Outstanding		\$0.00	\$2,400.00
0000097333	11/09/2016	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$166,703.39
0000097334	11/09/2016	SOUSTATE	SOUTHERN STATES CO-OP	Check	Outstanding		\$0.00	\$847.35
0000097335	11/09/2016	SOUTHSTAR	SouthStar Financial LLC	Check	Outstanding		\$0.00	\$41,777.11
0000097336	11/09/2016	SPRINT	SPRINT COMMUNICATIONS CO.	Check	Outstanding		\$0.00	\$40.24
0000097337	11/09/2016	SUNBADGE	SUN BADGE COMPANY	Check	Outstanding		\$0.00	\$47.00
0000097338	11/09/2016	SUPPORTI	SUPPORTING HEROS	Check	Outstanding		\$0.00	\$991.20
0000097339	11/09/2016	TERMINIX	TERMINIX PROCESSING CTR.	Check	Outstanding		\$0.00	\$284.00
0000097340	11/09/2016	POWERTRA	THE POWER TRAIN COMPANIES	Check	Outstanding		\$0.00	\$71.14
0000097341	11/09/2016	TIMEWARN	TIME WARNER CABLE	Check	Outstanding		\$0.00	\$12,319.48
0000097342	11/09/2016	TLO	TLO, LLC	Check	Outstanding		\$0.00	\$1,369.02
0000097343	11/09/2016	TOSHIBAB	TOSHIBA BUSINESS SOLUTION	Check	Outstanding		\$0.00	\$619.65
0000097344	11/09/2016	TOSHIBAF	TOSHIBA FINANCIALSERVICE	Check	Outstanding		\$0.00	\$1,330.90
0000097345	11/09/2016	USBANK	US BANK	Check	Outstanding		\$0.00	\$177,517.51
0000097346	11/09/2016	VERIZONW	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$5,975.07
0000097347	11/09/2016	VISA	VISA	Check	Outstanding		\$0.00	\$6,787.91
0000097348	11/09/2016	VISIONFINANCIAL	VISION FINANCIAL CORP OF DELAWARE	Check	Outstanding		\$0.00	\$29.90
0000097349	11/09/2016	WALMARTG	WALMARTS COMMUNITY BRC	Check	Outstanding		\$0.00	\$242.33
0000097350	11/09/2016	LEANORDW	WILL LEONARD	Check	Outstanding		\$0.00	\$81.52
0000097351	11/09/2016	WOODLAND	WOODLAND TREE CARE.INC.	Check	Outstanding		\$0.00	\$480.00
0000097352	11/09/2016	YOUNGERI	YOUNGER INC.	Check	Outstanding		\$0.00	\$166.00
1R - WHITAKER BANK Total:							\$0.00	\$829,795.25
Grand Total:							\$0.00	\$829,795.25

CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 16-___

AN ORDINANCE AMENDING THE GEORGETOWN CODE OF ETHICS

Sponsor: Council member Mark Showalter

NOW THEREFORE, be it ordained by the City of Georgetown, Kentucky:

ONE

Section 2-313 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-313 Purpose and authority.

(a) It is the purpose of this article to provide a method of assuring that standards of ethical conduct and financial disclosure requirements for officers and employees of the city shall be clearly established, uniform in their application, and enforceable, and to provide the officers and employees of the city with advice and information concerning potential conflicts of interest which might arise in the conduct of their public duties.

(b) It is the further purpose of this article to meet the requirements of KRS 65.003 as enacted by the 1994 Kentucky General Assembly.

(c) This article is enacted under the power vested in the city by KRS 82.082 and pursuant to requirements of KRS 65.003 and any amendments thereto made subsequently.

TWO

Section 2-314 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-314. Definitions. As used in this article, unless the context clearly requires a different meaning:

Business means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, professional service corporation, Limited Liability Entity or any legal entity through which business is conducted [~~for profit~~].

Board of Ethics means the City of Georgetown Board of Ethics which is created and vested by this article with the responsibility of enforcing the requirements of the city's code of ethics.

Candidate means any individual who seeks nomination or election to a city office. An individual is a candidate when the individual files a notification and declaration for nomination for office with the county clerk or secretary of state, or is nominated for office by a political party, or files a declaration of intent to be a write-in candidate with the county clerk or secretary of state.

City refers to the city of Georgetown, Kentucky.

City agency means any board, commission, authority, nonstock corporation, or other entity created, either individually or jointly, by this city.

Employee means any person, whether full-time or part-time, whether seasonal and/or temporary and whether paid or unpaid, who is employed by or provides service to the city, any city agency and, to the extent permitted by law, any joint city/county agency. The term "employee" shall not include any contractor or subcontractor or any of their employees.

Family member means a spouse, parent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, aunt, uncle, first cousin, niece, nephew, sister-in-law, brother-in-law, stepmother, stepfather, stepdaughter, stepson, stepsister, stepbrother, half-sister, [~~or~~] half-brother or domestic partner.

Immediate family member means a spouse, an unemancipated child or step-child residing in the officer's or employee's household, or a person claimed by the officer or employee, or the officer's or employee's spouse, as a dependent for tax purposes.

Officer means any person, whether full-time or part-time, and whether paid or unpaid, who is one (1) of the following:

- (1) The mayor;
- (2) A legislative body member;
- (3) The city clerk;
- (4) Administrative assistant to the mayor;
- (5) The chiefs of fire and police;
- (6) Any person who occupies a non-elected office created under KRS 83A.080;
- (7) A member of any city or joint city/county board or commission who has been appointed to that body by the city.

Financial benefit includes any money, service, license, permit, contract, authorization, loan, discount, travel, entertainment, hospitality, gratuity, or any promise of any of these, or anything else of value. This term does not include campaign contributions authorized by law.

Financial interest is a relationship to something such that a direct or indirect financial benefit has been, will be, or might be received as a result of it.

Household includes anyone whose primary residence is in the officer or employee's home, including non-relatives who are not rent payers or servants.

Official act means any legislative, administrative, appointive or discretionary act of any public official or employee of the City or any agency, board, committee or commission thereof.

Personal benefit includes benefits other than those that are directly financially advantageous. These include financial benefits to relatives, and business associates as well as non-financial benefits to these people and to oneself.

Personal interest means a relationship to something such that a personal benefit has been, will be, or might be obtained by certain action or inaction with respect to it.

Relative means a spouse, child, step-child, brother, sister, parent or step-parent, or a person claimed as a dependent on the officer or employee's latest individual state income tax return.

Subordinate means another official or employee over whose activities an official or employee has direction, supervision or control.

Transaction means any matter, including but not limited to, contracts, work or business with the City, the sale or purchase of real estate by the City, and any request for zoning amendments, variances, or special permits pending before the City, upon which a public officer or employee performs an official act or action.

THREE

Section 2-325 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-325. Conflicts of interest in general. Every officer and employee of the city and every city agency shall comply with the following standards of conduct:

(1) No officer or employee, or any immediate family member of any officer or employee, shall have an interest in a business or engage in any business, transaction, or activity, which is in substantial conflict with the proper discharge of the officer's or employee's public duties.

(2) No officer or employee shall intentionally use or attempt to use his or her official position with the city to secure unwarranted (or solicited) privileges or advantages for himself or herself or others.

(3) No officer or employee shall intentionally take, ~~[or]~~ refrain from taking, or fail to take any discretionary action, or agree to take, ~~[or]~~ refrain from taking, or fail to take any discretionary action, or ~~[induce or attempt to induce]~~ influence or attempt to influence any other officer or employee to take or refrain from taking any discretionary action, on any matter before the city in order to obtain a personal or financial benefit ~~[of substantial value]~~ for any of the following:

- a. The officer or employee;
- b. A family member;
- c. An outside employer;
- d. Any business in which the officer or employee or any family member has a financial interest, including but not limited to:
 - 1. an outside employer or business of his or hers, or of his or her family member, or someone who works for such outside employer or business;
 - 2. a customer or client;
 - 3. a substantial debtor or creditor of his or hers, or of his or her family member;
- e. Any business with which the officer or employee or any family member is negotiating or seeking prospective employment or other business or professional relationship.
- f. Election campaign contribution of a total of more than \$200 during the past election cycle (this amount includes contributions from a person's immediate family or business as well as contributions from an entity's owners, directors, or officers, as well as contributions to the officer or employee's party town committee or non-candidate political committee); or
- g. A nongovernmental civic group, social, charitable, or religious organization of which he or she (or his or her immediate family member) is an officer or director.

(4) No officer or employee shall be deemed in violation of any provision in this section if, by reason of the officer's or employee's participation, vote, decision, action or inaction, no ~~[benefit of substantial value]~~ personal or financial benefit accrues to the officer or employee, a family member, an outside employer, or a business as defined in subsection (3)d. ~~[and e]~~-g. of this section, as a member of any business, occupation, profession, or other group, to any greater extent than any gain could reasonably be expected to accrue to any other member of the business, occupation, profession or other group.

(5) Every officer or employee who has a prohibited financial interest which the officer or employee believes or has reason to believe may be affected by his or her participation, vote, decision or other action taken within the scope of his or her public duties shall disclose the precise nature and value of the interest, in writing, to the governing body of the city or city agency served by the officer or employee, and the disclosure shall be entered on the official record of the proceedings of the governing body. The officer or employee shall refrain from taking any action with respect to the matter that is the subject of the disclosure.

FOUR

Section 2-326 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-326. Conflict of interest in contracts.

(a) Pursuant to KRS 61.252, [N]no officer or employee of the city or and city agency shall directly or through others undertake, execute, hold or enjoy, in whole or in part, any contract made, entered into, awarded, or granted by the city or a city agency, except as follows:

(1) The prohibition in subsection (a) of this section shall not apply to contracts entered into before an elected officer filed as a candidate for city office, before an appointed officer was appointed to a city or city agency office, or before an employee was hired by the city or a city agency. However, if any contract entered into by a city or city agency officer or employee before he or she became a candidate, was appointed to office, or was hired as an employee, is renewable after he or she becomes a candidate, assumes the appointed office, or is hired as an employee, then the prohibition in subsection (a) of this section shall apply to the renewal of the contract.

(2) The prohibition in subsection (a) of this section shall not apply if the contract is awarded after public notice and competitive bidding, unless the officer or employee is authorized to participate in establishing the contract specifications, awarding the contract, or managing contract performance after the contract is awarded. If the officer or employee has any of the authorities set forth in the preceding sentence, then the officer or employee shall have no interest in the contract, unless the requirements set forth in subpart (3) below are satisfied.

(3) The prohibition in subsection (a) of this section shall not apply in any case where the following requirements are satisfied:

a. The specific nature of the contract transaction and the nature of the officer's or employee's interest in the contract are publicly disclosed at a meeting of the governing body of the city or city agency;

b. The disclosure is made a part of the official record of the governing body of the city or city agency before the contract is executed;

c. A finding is made by the governing body of the city or city agency that the contract with the officer or employee is in the best interests of the public and the city or city agency ~~[because of price, limited supply, or other specific reasons]~~ before the contract is executed;

d. The finding is made a part of the official record of the governing body of the city or city agency before the contract is executed.

(b) Any violation of this section shall constitute a Class A misdemeanor, and upon conviction, the court may void any contract entered into in violation of this section. Additionally, a violation of this section shall be grounds for removal from office or employment with the city in accordance with any applicable provisions of state law and ordinance, rules or regulations of the city.

FIVE

Section 2-327 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-327. Receipt of gifts.

No ~~[officer or employee,]~~ officer or employee of the City shall ~~[directly, or indirectly through any other person or business, accept any gift having a fair market value of more than one hundred dollars (\$100),]~~ directly or indirectly, solicit any gift or accept or receive any gift having a value of one hundred dollars (\$100) or more per year, per source, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence, or could reasonably be expected to influence the officer, employee or appointee in the performance of his or her ~~[public]~~ official duties, or was intended as a reward for any official action. ~~[This inference arises when the gift is made by a person or entity for whom there is no other apparent motivation than the exercise of influence. No inference, therefore, would exist where the gift is received from family members.]~~

~~(b) — The acceptance of a gift having a fair market value of more than one hundred dollars (\$100) without such inference shall be reported to the Ethics board.~~

~~(c) — The acceptance of a gift having a fair market value of less than one hundred dollars (\$100), with or without such inference, shall be reported to the Ethics board.~~

~~(d) — No gift of any value shall be solicited directly or indirectly.~~

~~(e) — No report shall be required for gifts accepted from family members or gifts from others having a fair market value of one hundred dollars (\$100) or less if received in conjunction with a public function, e.g. reception or dinner.~~

~~(f) The following shall be exempted from the operation of this section:~~

- ~~i. The receipt of anything of value where it is incidental to a function of the City, of a municipal agency [e.g. Housing Authority], or an organization or program directly related to the City or municipal agency [the Bluegrass Area Development District or the Sister Cities Program]. The items of value contemplated by this exemption include, but are not necessarily limited to, travel, lodgings and meals while on an official trip. An official trip is one sanctioned by express action of the Council, the municipal agency or the independent organization sponsoring the function.~~
- ~~ii. This exclusion is based upon:
 - ~~a. The item of value being received from the City of municipally related organizations for municipal business and not from outside sources seeking influence within local government; and~~
 - ~~b. The item of value being received by the office and only incidentally by any individual.]~~~~

Certain items are typically excluded from the prohibition. Examples of these items include:

- a. Gifts received from relatives.
- b. Gifts accepted on behalf of the city and transferred to the city.
- c. Reasonable travel and travel-related expenses, cost of admission, food and beverages, and entertainment furnished in connection with certain specified public events, appearances, ceremonies, economic development activities, or fact-finding trips related to official government business.
- d. Usual and customary loans made in the ordinary course of business.
- e. Awards, including certificates, plaques, and commemorative tokens presented in recognition of public service.
- f. Informational, promotional, and educational items.

SIX

Section 2-329 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-329. Representation of interests before city government.

(a) No officer or employee of the city or any city agency shall represent any person or business, other than the city, in connection with any cause, proceeding, application or other matter pending before the city or any city agency.

(b) Nothing in this section shall prohibit an employee from representing another employee or employees where the representation is within the context of official labor union or similar representational responsibilities.

(c) Nothing in this section shall prohibit any officer or employee from representing himself or herself in matters concerning his or her own interests.

(d) No elected officer shall be prohibited by this section from making any inquiry for information on behalf of a constituent, if no compensation, reward or other thing of value is promised to, given to, or accepted by the officer, whether directly or indirectly, in return for the inquiry.

SEVEN

Section 2-330 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-330. Post-employment restriction. No officer or employee of the city or any city agency shall appear ~~[or practice before the city, any city agency or joint city/county agency with respect]~~ before the city or any city agency or receive compensation for services rendered on behalf of any person in relation to any matter on which the officer or employee personally worked while in the service of the city, [city agency or joint city/county agency] city or city agency for a period of one (1) year after the termination of the officer's or employee's service with the city or city agency.

EIGHT

Section 2-331 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-331. Misuse of confidential information.

No officer or employee of the city or any city agency shall intentionally use or disclose information acquired in the course or his or her official duties, ~~[for the purpose of]~~ if the primary purpose of the use or disclosure is to further his or her personal or financial interest or that of another person or business. Information shall be deemed confidential, if it is not subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.872 to 61.884, at the time of its use or disclosure.

NINE

Section 2-332 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-332. Fees and honoraria.

(a) No officer or employee shall accept any compensation, honorarium or gift with a fair market value greater than one hundred dollars (\$100.00) in consideration of an appearance, speech or article unless the appearance, speech or article is both related to the officer's or employee's activities outside of municipal service and is unrelated to the officer's or employee's service with the city.

(b) Nothing in this section shall prohibit an officer or employee from receiving and retaining from the city or on behalf of the city actual and reasonable out-of-pocket expenses incurred by the officer or employee in connection with an appearance, speech or article, provided that the officer or employee can show by clear and convincing evidence that the expenses were incurred or received on behalf of the city or city agency and primarily for the benefit of the city or city agency and not primarily for the benefit of the officer or employee or any other person.

TEN

A new Section of the Code of Ethics is created to read as follows:

Complicity with or knowledge of others' violations.

No officer or employee may, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this code. If an officer or employee suspects that someone has violated this case, he or she is required to report it to the Board of Ethics pursuant to Section 2-375 of the Code of Ordinances.

ELEVEN

A new Section of the Code of Ethics is created to read as follows:

Incompatible offices.

(a) Pursuant to Section 165 of the Kentucky Constitution, no officer or employee of the city may also be a state officer, deputy state officer or member of the General Assembly or may fill more than one (1) municipal office at the same time, whether in the same or a different city.

(b) Pursuant to KRS 61.080, and effective until January 1, 2015, no city officer may also hold a county office. In addition, the statute also states that the following city and consolidated local government offices are incompatible with any other public office:

1. Member of the legislative body in cities of the home rule class;
2. Mayor and member of the legislative body in cities of the home rule class;
3. Mayor and member of council in cities of the home rule class; and
4. Mayor and member of the legislative council of a consolidated local government.

From January 1, 2015, no city officer may also hold a county office. In addition, the statute also states that the following city and consolidated local government offices are incompatible with any other public office:

1. Member of the legislative body of cities of the home rule class;
2. Mayor and member of the legislative council of a consolidated local government; and
3. Mayor and member of the legislative body in cities of the home rule class.

(c) In addition to the Constitution and statutory provisions, there are common law incompatibilities that have been defined by the courts. City officers and employment positions are deemed incompatible when one office or position of employment was inherently inconsistent in function with the other when there arises an implication that the duties and responsibilities of both cannot be performed at the same time with a necessary degree of impartiality and honesty.

(d) KRS 61.090 provides that the acceptance of an incompatible office operates to vacate the first office.

TWELVE

A new Section of the Code of Ethics is created to read as follows:

Withdrawal from participation.

(a) An officer or employee must refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in Section 5(C) above. Such an officer or employee should join the public if the withdrawal occurs at a public meeting, or leave the room if it is a legally conducted closed meeting (executive session) under KRS 61.810 and KRS 61.815.

(b) Withdrawal at a meeting requires the public announcement, on the record, of the withdrawal.

(c) Ongoing conflict: an officer or employee whose outside employment or other outside activity or relationship can reasonably be expected to require more than sporadic withdrawal must resign or cease such outside employment or activity. An officer or employee should not begin employment or an activity or relationship that can reasonably be expected to require more than sporadic withdrawal. If a prospective officer or employee is in such a situation, he or she should not accept the position with the city.

(d) Request to withdraw: If an officer or appointed board member is requested to withdraw from participation in a matter, for the reason that he or she has a conflict of interest, by

1. another member,
2. a party to the current matter, or
3. anyone else who may be affected by a decision relating to this matter,

the member must decide whether to withdraw on the official record.

(e) If the person is the only one authorized by law to act, the person must disclose the nature and circumstances of the conflict to the Board of Ethics and ask for a waiver or advisory opinion.

THIRTEEN

Section 2-343 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-343. Who must file.

The following classes of officers and employees of the city and city agencies shall file an annual statement of financial interests with the Board of Ethics:

- (a) Elected city officers.

(b) Candidates for elected office.

(c) ~~[Members of the city planning and zoning commission and water board.]~~ Officers and employees who hold policymaking positions, including members of municipal boards, such as boards of ethics, finance boards, planning and zoning boards, boards of zoning, buildings, and assessment appeals, wetlands and conservation boards, economic development boards, and parks and recreation boards;

(d) ~~[Members of the Board of Ethics created by this ordinance.]~~ Officers or employees whose job descriptions or whose actual responsibilities involve:

1. The negotiation, authorization, or approval of contracts, leases, franchises, revocable consents, concessions, variances, special permits, or licenses;
2. The purchase, sale, rental, or lease of real property, personal property, or services, or a contract for any of these; or
3. The obtaining of grants of money or loans.

(e) Non-elected officials, e.g. City Attorney

(f) Chiefs of Fire and Police, the City Engineer and all Department Heads.

FOURTEEN

Section 2-347 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-347. Contents of the financial interests statement.

(a) The statement of financial interests shall include the following information for the preceding calendar year:

(1) The name, current business address, business telephone number and home address of the filer.

(2) The title of the filer's office, office sought or position of employment.

(3) The occupation of the filer and the filer's spouse.

(4) Memberships of any boards whatsoever.

~~(4)~~ Information that identifies each source of income of the filer and the filer's immediate family members exceeding ten thousand dollars (\$10,000.00) during the preceding calendar year, and the nature, but not the amount, of the income (e.g., salary, commission, sales proceeds, dividends, etc.). Exempted from this requirement

are distributions from previously earned income such as IRAs, pension plans, profit-sharing plans and retirement funds.

(~~5~~6) The name and address of any business located within the state in which the filer or any member of the filer's immediate family had at any time during the preceding calendar year an interest of ten thousand dollars (\$10,000.00) at fair market value or five (5) percent ownership interest or more.

(~~6~~7) The name and address of any business located outside of the state, if the business has engaged in any business transactions with the city during the past three (3) years, or which is anticipated to engage in any business transactions with the city, in which the filer or any member of the filer's immediate family had at any time during the preceding calendar year an interest of ten thousand dollars (\$10,000.00) at fair market value or five (5) percent ownership interest or more.

(~~7~~8) A designation as commercial, residential or rural and the location of all real property within the county, other than the filer's primary residence, in which the filer or any member of the filer's immediate family had during the preceding calendar year an interest of ten thousand dollars (\$10,000.00) or more.

(~~8~~9) Each source by name and address of gifts or honoraria having an aggregate fair market value of one hundred dollars (\$100.00) or more from any single source where the gifts or honoraria are given because of the office or employment of the recipient and not because the recipient is the natural object of the giver's bounty. Excluded from this provision are gifts to the filer or any member of the filer's immediate family from other family members.

(~~9~~10) The name and address of any creditor owed more than ten thousand dollars (\$10,000.00), except debts arising from the purchase of a primary residence, the purchase of consumer goods which are bought or used primarily for person, family or household purposes and loans obtained in the ordinary course of business.

(b) Nothing in this section shall be construed to require any officer or employee to disclose any specific dollar amounts nor the names of individual clients or customers of businesses listed as sources of income.

FIFTEEN

Section 2-348 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-348. Noncompliance with filing requirement.

(a) The Board of Ethics, or the designated administrative official, shall notify by certified mail each person required to file a statement of financial interests who fails to file the statement by

the due date, files an incomplete statement, or files a statement in a form other than that prescribed by the board. The notice shall specify the type of failure or delinquency, shall establish a date by which the failure or delinquency shall be remedied, and shall advise the person of the penalties for a violation.

(b) Any person who fails or refuses to file the statement or who fails or refuses to remedy deficiency in the filing identified in the notice under subsection (a) within the time period established in the notice shall be guilty of a civil offense and shall be subject to a civil fine imposed by the board in an amount not to exceed twenty-five dollars (\$25.00) per day, up to a maximum total civil fine of five hundred dollars (\$500.00). Any civil fine imposed by the board under this section may be recovered by the city in a civil action in the nature of debt if the offender fails or refuses to pay the penalty within a prescribed period of time.

(c) Any person who intentionally files a statement of financial interests which he or she knows to contain false information or intentionally omits required information shall be fined no more than one thousand dollars (\$1,000)~~[guilty of a Class A misdemeanor]~~.

SIXTEEN

Section 2-361 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-361. Nepotism prohibited.

(a) No officer or employee shall advocate, recommend or cause the:

(1) Employment;

(2) Appointment;

(3) Promotion;

(4) Transfer; or

(5) Advancement of a family member to an office or position of employment with the city or a city agency, including any joint agency of the city and county.

(b) No officer or employee shall supervise or manage the work of a family member. Family members are permitted to work in the same department provided that there is at least one level of management or supervision between the family members or the family members working different divisions or on different shifts. A family member is prohibited from participating in any personnel action involving another family member.

(c) No officer or employee shall participate in any action relating to the employment or discipline of a family member, except that this prohibition shall not prevent an elected or

appointed official from voting on or participating in the development of a budget which includes compensation for a family member, provided that the family member is included only as a member of a class of persons or a group, and the family member benefits to no greater extent than any other similarly situated member of the class or group.

(d) The prohibitions in this section shall not apply to any relationship or situation that would violate the prohibition, but which existed prior to the effective date of Ordinance 12-001[passed February 13, 2012] or six (6) months prior to the taking of office by ~~a~~the newly elected or appointed official whose family member's employment is in question.

SEVENTEEN

Section 2-371 of the Georgetown Code of Ordinances is amended as follows:

Sec. 2-371. Board of Ethics created.

(a) There is hereby created a Board of Ethics which shall have the authorities, duties, and responsibilities as set forth in this article to enforce the provisions of this article.

(b) The Board of Ethics shall consist of five (5) members who shall be appointed by the executive authority of the city, subject to the approval of the legislative body. The initial members of the Board of Ethics shall be appointed within sixty (60) days of the effective date of this article. No member of the Board of Ethics shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with the city, any city agency or any city/county joint board. Any Board of Ethics member who files to run for an elected city office shall resign from the Board of Ethics as soon after filing as possible.

The members shall serve a term of four (4) years; except that with respect to the members initially appointed, one (1) member shall be appointed for a term of one (1) year, one (1) member shall be appointed for a term of two (2) years, one (1) member shall be appointed for a term of three (3) years, and two (2) members shall be appointed for a term of four (4) years. Thereafter, all appointments shall be for a term of four (4) years. ~~[No more than three (3) of the members shall be of the same political party.]~~ Each member of the Board of Ethics shall have been a resident of Scott County for at least one (1) year prior to the date of the appointment and shall reside in the county throughout the term in office. The members of the Board of Ethics shall be chosen by virtue of their known and consistent reputation for integrity and their knowledge of local government affairs. The members may serve no more than two (2) consecutive terms.

(c) A member of the Board of Ethics may be removed by the executive authority, subject to the approval of the legislative body for misconduct, inability, or willful neglect of duties. Before any member of the Board of Ethics is removed from office under this section, the member shall be afforded the opportunity for a hearing before the executive authority and the legislative body.

(d) Vacancies on the Board of Ethics shall be filled within sixty (60) days by the executive authority, subject to the approval of the legislative body. If a vacancy is not filled by the executive authority within sixty (60) days, the remaining members of the Board of Ethics shall fill the vacancy. All vacancies shall be filled for the remainder of the unexpired term.

(e) Members of the Board of Ethics shall serve without compensation, unless otherwise approved by the legislative body. Members shall be reimbursed for all necessary and reasonable expenses incurred in the performance of their duties.

(f) The Board of Ethics shall, upon the initial appointment of its members, and annually thereafter, elect a chairperson from among the membership. The chairperson shall be the presiding officer and a full voting member of the board.

(g) Meetings of the Board of Ethics shall be held, as necessary, upon the call of the chairperson or at the written request of a majority of the members.

(h) The presence of three (3) or more members shall constitute a quorum and the affirmative vote of two (2) or more members shall be necessary for any official action to be taken. Any member of the Board of Ethics who has a conflict of interest with respect to any matter to be considered by the board shall disclose the nature of the conflict, shall disqualify himself or herself from voting on the matter, and shall not be counted for purposes of establishing a quorum.

(i) Minutes shall be kept for all proceedings of the Board of Ethics and the vote of each member on any issue decided by the board shall be recorded in the minutes.

EIGHTEEN

If any portion of this Ordinance is for any reason held invalid or unlawful such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

NINETEEN

All prior ordinances and parts of ordinances in conflict with this Ordinance are repealed.

TWENTY

This Ordinance shall become effective upon passage and publication.

PUBLICLY INTRODUCED AND READ FIRST TIME: _____, 2016
PUBLICLY READ SECOND TIME AND PASSED: _____, 2016

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk



Georgetown-Scott County Planning Commission
Planning · Engineering · GIS

To: Honorable Mayor Prather and City Council
From: Joe Kane, Director of Development Services
Date: October 13, 2016
Subject: Proposed Goals and Objectives for 2016 Comprehensive Plan

I am sending the proposed statement of Goals and Objectives for the 2016 Comprehensive Plan to Arlene and the City Clerk for City Council packets today.

The Goals and Objectives have been developed through much work over the past six months. As you know, the Planning Commission staff formed a Comprehensive Plan Steering Committee at the end of 2015 to help guide the update this year. Council members Singer, Lusby and Tackett serve on that committee, alongside members or appointees from Scott County Fiscal Court, Sadieville and Stamping Ground Commissions and other community advocates from various professions. Multiple subcommittees have also met once a month from February until July, giving guidance to the draft Goals and Objectives. We also had two public meetings to seek comments.

The Steering Committee voted unanimously at their September 20th meeting and the Planning Commission voted unanimously, 8-0, at their September 29th meeting to recommend approval of the Goals and Objectives. The legislative bodies have ninety (90) days to take action upon the proposed statement of Goals and Objectives upon their receipt.

The Planning Commission staff will continue to work on the draft Comprehensive Plan text and related documents with the subcommittees and Steering Committee and we will present them at a later date.

Cc: Andrew Hartley
Charlie Perkins

Great Scott!

The 2016 Comprehensive Plan for Scott County, Kentucky

Draft Goals & Objectives

Updated: 10/4/16

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Introduction

Kentucky Revised Statutes (KRS 100) specify that the planning commission of each unit shall prepare a comprehensive plan, which shall serve as a guide for public and private actions and decisions to assure the development of public and private property in the most appropriate relationships. A required element of the comprehensive plan, per KRS 100, is a statement of goals and objectives. The goals and objectives serve as the foundation for the Comprehensive Plan and provide policy guidance in the preparation of other elements of the plan including potential strategies for implementation.

The goals and objectives are a guide to assist decision makers as specified by KRS and should not be viewed as a regulatory document. These goals have been developed over several months of public committee work, and public meetings. They reflect the overall desire of the community; each particular goal and objective may or may not be applicable or appropriate in every instance; and decision makers should consider them as appropriate.

Community Form

CF 1. Design for an efficient network of streets and land uses.

- CF 1.1. Manage the location of the Urban Service Boundary (USB) and City Annexation to maximize efficiency of city networks and services.
- CF 1.2. Plan for higher-intensity uses in areas with multiple transportation options.
- CF 1.3. Focus revitalization efforts in existing centers of activity.
- CF 1.4. Preserve prime farmland for agricultural uses.
- CF 1.5. Provide access between and among rural areas, connections to regional transportation systems, and safe, economical mobility and accessibility for citizens and goods.
- CF 1.6. Maintain or improve the capacity of the transportation road network for collector and arterials at Level of Service (LOS) "C" or higher. (Level of Service "LOS" is a qualitative measure that describes the efficiency of traffic flows and the minimum level of acceptable service for a given intersection or roadway segment. LOS "C" indicates a stable flow zone, but most drivers are restricted in the freedom to select their own speeds.)

CF 2. Create places that enrich our built environment's form and character.

- CF 2.1. Allow for flexibility in land use and design pattern within zone districts.
- CF 2.2. Promote multi-use and flex spaces, especially in downtown areas and public spaces.
- CF 2.3. Invest in downtown Georgetown, Sadieville, and Stamping Ground as the heart of each city.
- CF 2.4. Preserve and strengthen the fabric of existing neighborhoods by investing in maintenance and improvements to infrastructure.
- CF 2.5. Provide civic and government facilities in centralized and accessible locations as highly visible focal points and symbols of community identity.
- CF 2.6. Become more walkable and bikeable.
- CF 2.7. Provide an interconnected system of local and regional public open space and recreational opportunities.
- CF 2.8. Require infill and redevelopment projects to be designed for pedestrian use and compatible with the existing character and long term goals for the surrounding area.

CF 3. Encourage sustainable development practices at site and community-wide levels.

- CF 3.1. Incentivize development that utilizes green building and sustainable development best practices.
- CF 3.2. Explore standards to retain adequate, usable open space, create green linkages, and increase stream corridor/floodplain protection in new urban and suburban development.
- CF 3.3. Protect the quality and integrity of existing structures and support preservation efforts.

Infrastructure and Public Facilities

IF 1. Ensure adequate public facilities and services are available to meet the needs of businesses and residents.

- IF 1.1. Maintain access to adequately staffed and equipped police, fire, emergency services, libraries, schools, and community centers. The Planning Commission should consider access to public facilities and service levels when reviewing new development.
- IF 1.2. Develop parks and recreational opportunities to meet the needs of our growing population.
- IF 1.3. Strive for the availability of high-speed affordable internet access for all citizens.

IF 2. Build, maintain, and improve public infrastructure.

- IF 2.1. Keep clean drinking water available for all residents.
- IF 2.2. Encourage cluster development when new major rural residential subdivisions are proposed.
- IF 2.3. Increase construction standards for new county roads to reduce future maintenance costs for roads dedicated for public maintenance.
- IF 2.4. Design stormwater infrastructure to be environmentally friendly and multifunctional.
- IF 2.5. No new private package sewer treatment plants should be approved in the county.
- IF 2.6. Anticipate future needs and plan for public transportation nodes.
- IF 2.7. Provide safe, convenient, and environmentally friendly passenger and freight air transportation services in Scott County.
- IF 2.8. Maintain rail facilities to serve Scott County's future needs.
- IF 2.9. Prioritize siting of wireless communication facilities and other utilities to protect cultural, historic, environmental, and residential resources.

IF 3. Develop and implement county-wide Capital Improvement Plans.

- IF 3.1. Ensure that capital improvements plans are effective, cost efficient, cooperative, and complementary.

Heritage

HE 1. Preserve our built history.

- HE 1.1. Highlight and enhance the historic quality of downtown Georgetown, Sadieville, and Stamping Ground and their surrounding neighborhoods to attract businesses and support economically viable commercial districts.
- HE 1.2. Implement policy measures to protect historic resources, incentivize preservation, and enhance the form of surrounding areas, such as downtowns, historic sites, districts and landmarks.
- HE 1.3. Monitor local property of historic importance for possible designation in the National Trust for Historic Preservation.
- HE 1.4. Conduct educational efforts to increase awareness of the importance of preservation efforts, processes, and available financial, design, and additional educational resources.

HE 2. Protect and enhance the natural, historic, and cultural landscapes that give Scott County its unique identity and image.

- HE 2.1. Highlight the special environmental qualities of Scott County in developed and undeveloped areas.
- HE 2.2. Promote enhanced use of the Elkhorn Creek as a resource for recreation and tourism, and a unique attraction for environmentally sensitive development within the Urban Service Boundary (USB).
- HE 2.3. Protect the natural environmental qualities of the creeks as special habitats for plants and animals, and make them accessible for educational purposes.
- HE 2.4. Encourage the "greening" of Scott County by preserving trees, increasing tree canopy coverage, and installing new landscaping at community gateways.

HE 3. Promote, support, and encourage public art.

- HE 3.1. Include public art programs and installations throughout the community, especially at locations of high activity, and assure access for all Scott County residents and visitors.
- HE 3.2. Capitalize on our historic character and cultural heritage in public art and enrichment activities.

Housing

HO 1. Provide a full-spectrum of quality housing options for all residents.

- HO 1.1. Encourage the expansion of affordable and middle-income housing opportunities, and distribute new units throughout the community.
- HO 1.2. Increase availability and flexibility of housing options for elderly residents.
- HO 1.3. Increase availability of assisted living facilities and shelters.
- HO 1.4. Provide greater flexibility in land use regulations to adapt to shifting housing demands.

HO 2. Preserve and maintain housing stock in established neighborhoods.

- HO 2.1. Eliminate sub-standard housing.
- HO 2.2. Conduct regular inspection of rental housing.
- HO 2.3. Explore opportunities to combine development efforts and infill with historic preservation and natural habitats, and place priority on preserving existing residential structures of historic value and retaining neighborhood character.

HO 3. Decrease financial barriers to affordable housing.

- HO 3.1. Municipalities should collect, maintain, and disseminate information and vital statistics on housing affordability such as cost, demand, and supply of housing stock.
- HO 3.2. Establish an information clearinghouse for financial and technical assistance for stabilization and renovation of urban and rural housing.
- HO 3.3. Consider incentives to encourage creation of affordable- and middle-income housing.

Human Services

HS 1. Offer superior educational and training opportunities for all Scott Countians throughout their lifetime.

- HS 1.1. Increase access to physical and online locations of learning.
- HS 1.2. Increase collaboration between the Planning Office and local school systems to teach planning policies and skills.
- HS 1.3. Encourage local, regional, and global perspectives in educational programming.

HS 2. Build our social capital and increase civic involvement.

- HS 2.1. Nurture a culture of wanting to get involved and give back.
- HS 2.2. Foster partnerships and collaboration between human service organizations and a broad range of stakeholders.
- HS 2.3. Increase citizen engagement and regional coordination in the planning process.

HS 3. Improve access to health and wellness services.

- HS 3.1. Provide responsive and dependable health and human services delivery systems throughout Scott County.
- HS 3.2. Increase access to local healthy foods and nutritional educational programs.
- HS 3.3. Increase availability of second shift child care.
- HS 3.4. Make public amenities, work places, and residential areas accessible by multiple transportation types.

Environment

EN 1. Protect water quality.

- EN 1.1. Protect creek conservation corridors.
- EN 1.2. Ensure the pristine water quality of the reservoir once it is constructed.
- EN 1.3. Protect the aquifer recharge area and county karst topography areas.
- EN 1.4. Minimize the amount of impervious coverage in rural areas.

EN 2. Minimize the impact of waste produced in Scott County.

- EN 2.1. Reduce amount of waste disposed in the landfill and illegal dumping.
- EN 2.2. Encourage recycling and composting and reduce barriers to these activities.
- EN 2.3. Require the proper use, location, and disposal of hazardous materials to protect human health, water quality, air quality, and environmentally sensitive resources.

EN 3. Promote clean air practices.

- EN 3.1. Encourage educational opportunities to learn about and implement clean air practices.
- EN 3.2. Create a diverse transportation network to reduce reliance on automobile use (and therefore to reduce traffic, fossil fuel use, and air pollution).
- EN 3.3. Increase the tree canopy coverage for Scott County to reduce the heat island effect and to capture and sequester carbon.

EN 4. Protect environmentally sensitive areas.

- EN 4.1. Discourage development of areas with a concentration of sensitive resources or areas prone to health and safety hazards.
- EN 4.2. Require rezoning to conservation for any creek conservation corridors in any area proposed for development
- EN 4.3. Monitor the Environmentally Sensitive Areas ordinance for potential updates to sensitive areas and best management practices.

EN 5. Support green spaces, parks & walkways.

- EN 5.1. Encourage walkways, ribbon parks, and green spaces along creeks.
- EN 5.2. Require open space planning for large scale developments.
- EN 5.3. Support non-motorized trail projects for the protection of, and to provide exposure to, the natural environment.

Economic Growth

EG 1. Create a community that attracts a diverse array of people and businesses.

- EG 1.1. Encourage a variety of cultures and income levels, resulting in a vibrant and diverse community.
- EG 1.2. Improve access to employment opportunities for all Scott County residents.
- EG 1.3. Invest in quality of life measures that residents and business owners seek, including parks, open space, historic resources, and public services.

EG 2. Create more local business and job opportunities.

- EG 2.1. Encourage long-term incremental local business development to benefit the community.
- EG 2.2. Encourage small-scale commercial and temporary businesses to increase entrepreneurship and provide access to a wider range of local goods and services.
- EG 2.3. Support downtowns to be economically viable and protect investments in cultural and historic resources.
- EG 2.4. Diversify the economic base of Scott County.

EG 3. Encourage agricultural economic growth in Scott County.

- EG 3.1. Work with agricultural advocacy groups to maintain and enhance the agricultural base.
- EG 3.2. Multiply markets for local agricultural products, and create market-driven agricultural diversification strategies.

EG 4. Promote Scott County's image as a good location for industrial development.

- EG 4.1. Support and assist local educational efforts to produce an available and skilled labor pool.
- EG 4.2. Retain adequate acreage and locations for industrial development.



MUNICIPAL ORDER

16 - ____

November 14, 2016

AN ORDER APPROVING THE PURCHASE OF ONE 2017 DODGE RAM 3500 TRUCK FOR THE CEMETERY AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS

WHEREAS, the purchase of a truck was approved in the 2016-2017 Cemetery budget; and,

WHEREAS, Freedom Dodge in Lexington, Kentucky holds the state price contract (MA 7581100000905) for the 2017 Dodge Ram 3500 Regular Cab 4x4 in the amount of \$30,505.25;

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the purchase of a 2017 Dodge Ram 3500 Regular Cab 4x4 in the amount of \$30,505.25 from Freedom Dodge, is approved and the Mayor is authorized to sign all relevant documents.

PASSED AND APPROVED, this November 14, 2016.

Tom Prather, Mayor

ATTEST: _____

Tracie Hoffman, City Clerk





MUNICIPAL ORDER

16-

**AN ORDER DECLARING SURPLUS PROPERTY AND AUTHORIZING THE
DISPOSAL OF SAME BY PUBLIC AUCTION**

WHEREAS, the property described in the lists attached hereto and incorporated herein by reference, was acquired for use by the designated City Department; and

WHEREAS, the property is in need of repairs exceeding its current value, is not being used by the City, and should be declared surplus;

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the property described in the attached lists is declared surplus property and that the Mayor is authorized to dispose of the same by public auction.

PASSED AND APPROVED, this November 14, 2016.

Tom Prather, Mayor

ATTEST:

Tracie Hoffman, City Clerk

Cemetery Surplus

ASSET NUMBER JOHN DEERE TRACTOR / BACKHOE

1884 - LOADER

1888 - LOADER

1889 - LOADER SERIAL # W0046016313

WEED-EATERS

3 - EHCO DOESN'T RUN

SERIAL # T78514003397 - 553912623899 - 553912623894

1 - STILE DOESN'T RUN

SERIAL # 506911056

BLOWER

1 - ECHO DOESN'T RUN

SERIAL # P34712161242

PUSH MOWER CUB CADET DOESN'T RUN

SERIAL # 5X65RU/140423

PRESSURE WASHER TROY BILT DOESN'T RUN

SERIAL # 1010186240985

HEDGE TIMMER SHINDAIWA DOESN'T RUN

SERIAL # 3053266

TILLER ECHO DOESN'T RUN

SERIAL # 05003410

HUSTLER MOWER REAR DISCHARGE DOESN'T RUN

SERIAL # 12071187

RESOLUTION

No. _____

City of Georgetown

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GEORGETOWN, CITY OF STAMPING GROUND, CITY OF SADIEVILLE AND SCOTT COUNTY CREATING A JOINT CODE ENFORCEMENT BOARD AND PROVIDING FOR CODE ENFORCEMENT SERVICE AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS

WHEREAS, the City of Georgetown has considered an Interlocal Agreement creating a Joint Code Enforcement Board and providing for joint code enforcement service; and

WHEREAS, the Scott County Fiscal Court has requested a revised provision in the Agreement that still requires review of its legal counsel, who is currently unavailable; and

WHEREAS, the City approves the provision in either its current or revised form;

WHEREAS, KRS 65.240 requires the authorization of an interlocal agreement to be memorialized by ordinance or resolution;

NOW THEREFORE, be it resolved by the City of Georgetown, Kentucky:

Section 1. That the Interlocal Agreement between the City of Georgetown, City of Stamping Ground, City of Sadieville and Scott County creating a Joint Code Enforcement Board and providing for code enforcement service is hereby approved as attached in either its current (Version 1) or revised (Version 2) form and specifically approves that version adopted by the Scott County Fiscal Court.

Section 2. That the Mayor is authorized to execute the Interlocal Agreement.

Dated this 14th day of November, 2016.

Tom Prather, Mayor

Attest:

Tracie Hoffman, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GEORGETOWN,
CITY OF STAMPING GROUND, CITY OF SADIEVILLE AND SCOTT
COUNTY CREATING A JOINT CODE ENFORCEMENT BOARD AND
PROVIDING FOR CODE ENFORCEMENT SERVICE**

THIS AGREEMENT, made pursuant to the authority of the Interlocal Cooperation Act (KRS 65.210 to 65.300) by and between the **CITY OF GEORGETOWN, KENTUCKY**, a municipal corporation, the **CITY OF SADIEVILLE**, a municipal corporation, the **CITY OF STAMPING GROUND**, a municipal corporation, and **SCOTT COUNTY, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, by and through its Fiscal Court,

WHEREAS, KRS 65.8801 to 65.8839, also known as the Local Government Code Enforcement Board Act (“the Act”), provides a mechanism for administrative enforcement of local government ordinances classified as a civil offense, such as nuisance codes, noise ordinances, and property maintenance codes; and,

WHEREAS, the Act allows local governments to create a joint code enforcement board, through an interlocal agreement, with the power to issue remedial orders and impose civil fines for violations of each jurisdiction’s ordinances; and,

WHEREAS, the cities of Georgetown, Stamping Ground and Sadieville and Scott County, Kentucky desire to form, jointly fund and participate in such a joint code enforcement board; and

WHEREAS, the City of Georgetown currently operates a Code Enforcement Division (“the Code Division”) which employs one or more code enforcement officers, and

WHEREAS, the cities of Georgetown, Sadieville and Stamping Ground and Scott County wish to share in funding the costs of Georgetown’s Code Enforcement Division in return for the City’s provision of code enforcement service within the boundaries of their respective jurisdictions;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the Parties hereby agree as follows:

1.0 **Purpose of Agreement:** The purpose of this Agreement is to provide for creation, funding and participation in a joint code enforcement board pursuant to the Act and to provide for funding and participation in code enforcement service within the boundaries of the Parties.

2.0 **Definitions**

2.1 The definitions contained in KRS 65.8805 are incorporated by reference as though set forth fully herein.

2.2 The definitions contained in KRS 99.705 are incorporated by reference as though set forth fully herein.

2.3 “Code Division” means the code enforcement division operated by the City of Georgetown.

2.4 “Board” means the Local Governments of Scott County Joint Code Enforcement Board created by this Interlocal Agreement.

2.5 “Code Enforcement Costs” means all obligations, expenses, capital costs, and liabilities arising out of operation of the Code Division and the Board, collectively, including the costs of operating and administering the Lienholder Notification System but excluding Abatement Costs.

2.6 “Operating Budget” means a budget approved pursuant to this Agreement to fund Code Enforcement Costs.

2.7 “Abatement Costs” means the costs of abating a violation of an ordinance, e.g. mowing tall grass or boarding up a broken window.

2.8 “Lienholder Notification System” means the system for notification to lienholders required in KRS 65.8836 for lien priority.

2.9 “Act” or “the Act” means KRS 65.8801 to 65.8839 also known as the Local Government Code Enforcement Board Act.

2.10 “Code Enforcement Ordinance” means an ordinance passed by a Party adopting the provisions of the Act.

2.11 “Party” means an individual party to this Interlocal Agreement.

2.12 “Parties” means all of the parties to this Interlocal Agreement.

2.13 “Funding Allocation Formula” means the formula set forth in Section 5.0 of this Agreement for sharing of costs among the Parties.

3.0 **Creation of Board:** There is hereby created, pursuant to the Act, a joint code enforcement board to be known as the “Local Governments of Scott County Joint Code Enforcement Board” (“the Board”).

3.1 **Powers of the Board:** The Board shall have the following powers:

3.1.1 On behalf of any Party that has adopted a Code Enforcement Ordinance, the Board shall have all of the powers provided for in the Act.

3.1.2 On behalf of any Party that has, by ordinance, adopted the provisions of KRS 99.700 to 99.730 and assigned the duties of a Vacant Property Review Commission to the Board, the Board shall have the powers provided for in KRS 99.700 to 99.730.

3.1.3 The Board shall adhere to the procedures set forth in the Code Enforcement Ordinance by the Party in whose jurisdiction the violation is alleged to have occurred.

3.2 **Membership:**

3.2.1 The provisions of KRS 65.8811 and 65.8818 shall generally govern membership on the Board.

3.2.2 The Board shall have five (5) regular members and two (2) Alternate members.

3.2.3 The five (5) regular Board members shall be appointed as follows:

- One (1) Board member shall be appointed by the Mayor of the City of Georgetown, with approval of the City Council, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Mayor of the City of Sadieville, with approval of the City Commission, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Mayor of the City of Stamping Ground, with approval of the City Commission, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Scott County Judge/Executive, with approval of the Fiscal Court, and such member shall have resided within the County for at least one (1) year prior to appointment and shall reside within the County, outside the boundaries of any

municipality, during the entire term. **It is strongly encouraged that this member should reside outside the boundaries of any municipality.**

- One (1) Board member shall be appointed jointly by the Mayor of the City of Georgetown and the Scott County Judge/Executive, with approvals of their respective legislative bodies, and such member shall have resided within the City of Georgetown for at least one (1) year prior to appointment and shall reside within the City during the entire term.

3.2.4 The two (2) Alternate Board members shall each be appointed jointly by the Mayor of the City of Georgetown and the Scott County Judge/Executive, with approvals of the respective legislative bodies, and such members shall have resided within the City of Georgetown for at least one (1) year prior to appointment and shall reside within the City during the entire term.

3.2.5 **Terms:**

3.2.5.1 Terms of initial appointments of the Board members shall be as follows:

- The Board member appointed by the City of Georgetown shall serve an initial term of three (3) years.
- The Board member appointed by Scott County shall serve an initial term of three (3) years.
- The Board member appointed by the City of Sadieville shall serve an initial term of two (2) years.
- The Board member appointed by the City of Stamping Ground shall serve an initial term of two (2) years.
- The Board member appointed jointly by the City of Georgetown and Scott County shall serve for an initial term of one (1) year.

- One (1) of the Alternate Board members shall serve an initial term of one (1) year and the other Alternate member shall serve an initial term of two (2) years.

3.2.5.2 All subsequent appointments of Board members and Alternate Board members shall be for a term of three (3) years.

4.0 **Operation of the Code Division:** The City of Georgetown shall continue to operate the Code Division. Code enforcement officers employed by the City of Georgetown shall have jurisdiction and authority to issue citations within the political and municipal boundaries of the Parties. The Code Division shall be responsible for complaint intake, routing, investigation, inspection, issuance of notices of violation and citations, tracking of complaints, filing of liens, and all other administrative matters required by the Act. Nothing in this Agreement shall be construed to extend the laws of any Party, such as nuisance and property maintenance codes, to any other Party. Code enforcement officers shall enforce only those ordinances adopted within the individual Party's jurisdiction, except that, by operation of state law, all ordinances adopted by Scott County are applicable county-wide, including within municipal boundaries, unless the city adopts an ordinance containing stricter requirements.

4.1 **Status of Employees:** The City of Georgetown shall be responsible for employing all Code Division personnel providing service under this Agreement. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the employees of the City of Georgetown and the Cities of Sadieville or Stamping Ground or Scott County.

4.2 **CERS Obligation:** The City of Georgetown, as employer of the Code Division personnel, acknowledges and accepts responsibility for the participation of such

employees in the Retirement Program. In recognition of the City of Georgetown's acknowledgment and acceptance of that responsibility and in addition to the general responsibilities assumed by the City of Georgetown pursuant to this Agreement, the Parties hereto shall share, according to the Funding Allocation Formula, in the costs required of the City of Georgetown in satisfaction of its obligations to the Kentucky Retirement Systems as a result of its acknowledgment and acceptance of responsibility as required by the Kentucky Retirement Systems. The Parties further covenant that any additional obligation encountered by the City of Georgetown as a result of its acceptance of responsibility for the personnel of the Code Division as required by the Retirement Systems, regardless of the source of that obligation, shall be a joint obligation with the Parties.

4.3 **Lienholder notification system.** The City of Georgetown, through its Code Division, shall be responsible for operating and administering the Lienholder Notification System required by the Act for lien priority.

5.0 **Fiscal Responsibility:** The Parties shall share all Code Enforcement Costs, except Abatement Costs as set forth in section 6.0, according to the following formula ("the Funding Allocation Formula"):

- City of Georgetown – 45%
- Scott County – 45%
- City of Sadieville – 5%
- City of Stamping Ground – 5%

5.1 **Operating Budget:** No funds shall be spent on Code Enforcement Costs except pursuant to a lawfully approved Operating Budget as set forth in this Section. Any

expenditure made in contravention of this requirement shall be the sole responsibility of the Party authorizing the expenditure.

5.1.1 **Budget Approval:** The City of Georgetown shall be responsible for preparing an annual Operating Budget for Code Enforcement Costs. The City of Georgetown shall present a proposed Operating Budget to the remaining Parties no later than the second Tuesday in March of each year. No Operating Budget shall be effective until all Parties have approved it through official action of their respective legislative bodies. If the Parties are unable to reach an agreement as to the Operating Budget prior to the start of the fiscal year, the Operating budget shall remain as last approved by the Parties until such time as either the Parties can reach an agreement or until the Parties terminate the Agreement pursuant to Section 17.0 of the Agreement.

5.1.2 **Budget Amendments:** The City of Georgetown may propose amendments to the Operating Budget in order to accommodate expenditures in excess of the approved Budget. No amendment to an Operating Budget shall be effective until all Parties have approved it through official action of their respective legislative bodies.

5.1.3 **Line Item Transfers:** The City of Georgetown may transfer funds between line items in the Operating Budget as it deems necessary, but in no event shall the City of Georgetown increase the total Operating Budget without approval of the other Parties. The City of Georgetown shall report any line item transfers to the other Parties on quarterly basis.

5.2 **Funding:** Each Party to this Agreement shall appropriate an amount equal to the Party's respective share of the expenses of the approved Operating Budget, according to the Funding Allocation Formula.

5.2.1 **Quarterly Payments:** The City of Georgetown shall bill the other Parties quarterly in an amount equal to their proportionate share of the Code Enforcement Costs incurred during the billing period. Upon receipt of an invoice from the City of Georgetown, the other Parties shall, subject to the approved Budget, remit payment to the City of Georgetown within 30 days.

6.0 **Abatement:** Whenever any Final Order calls for the abatement of a violation or whenever a Code Enforcement Officer or the executive authority of a Party determines that continued existence of the violation presents imminent danger, a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible, the Party in whose jurisdiction the violation exists shall be solely responsible for determining whether, when, and/or under what conditions abatement shall occur.

6.1 The costs of abatement of a violation shall be borne solely by the Party within whose jurisdiction the violation exists and such costs shall not be paid from the Operating Budget.

6.2 If the Party does not perform the abatement using its own staff, it shall be responsible for contracting with a third party for abatement services.

6.3 The Party shall notify provide written documentation to the Code Division of any abatement actions taken so that the appropriate liens may be filed.

7.0 **Revenues:**

7.1 Revenue generated through payment of fines and administrative fees shall be credited towards the shared operation expenses of the Party in whose jurisdiction the violation generating the revenue occurred.

7.2 Revenue generated through recoupment of Abatement Costs, court costs and post-final order attorneys' fees shall be paid quarterly to the Party in whose jurisdiction the violation generating the revenue occurred.

8.0 **Hearing Officers:** The Board shall have the authority to hire hearing officers to hear contests as authorized by the Act. The executive authority of the Party in whose jurisdiction the violation is alleged to have occurred shall approve the selection of the hearing officer, whether the hearing officer is a board member or third party. Such approval may be given on a standing basis.

9.0 **Representation in Contested Citations:**

9.1 **Before the Board:** Whenever a citation is contested, requiring a hearing of the Board and/or of a hearing officer, the Party in whose jurisdiction the violation is alleged to have occurred shall be responsible for providing a "prosecutor" to advocate on behalf of the Party and for determining the necessary qualifications of the prosecutor. The Party shall bear the full costs of hiring or employing such prosecutor. Failure to provide a prosecutor will result in the dismissal of the citation and the Party shall be solely responsible for any claim for damages that result. The City of Georgetown specifically rejects any responsibility for providing a prosecutor for violations other than those that occur within the corporate limits of the City of Georgetown.

9.2 **Before a Court of Law:** If a citation is appealed to a court of law, the Party in whose jurisdiction the violation is alleged to have occurred shall be responsible for providing an attorney to defend the Party before the court. The attorney may be the same individual appointed as the prosecutor before the board. Failure to provide an attorney could result in a default judgment against the Party and damages, for which the Party shall be solely responsible. The City of Georgetown specifically rejects any

responsibility for providing an attorney to defend against appeals of citations other than those that occur within the corporate limits of the City of Georgetown.

10.0 **Ownership of Assets:** All assets acquired by the City of Georgetown for Code Division purposes prior to execution of this Agreement shall be owned solely by the City of Georgetown. All assets acquired by the City for the purpose of the Code Division or the Board after the execution of this Agreement shall be owned by the Parties proportionately, based on the Funding Allocation Formula, with the exception of any properties the Parties mutually agree shall have different ownership and with the exception of any property purchased wholly by a Party using funds other than those budgeted for Code Enforcement Costs pursuant to this agreement.

10.1 **Manner of Acquiring and Disposing of Property:** The City of Georgetown may acquire property for the operation of the Board and Code Division only pursuant to the authorized Operating Budget. The City of Georgetown may dispose of property other than real property at the City's discretion according to its surplus property regulations. The City of Georgetown shall not dispose of real property held jointly for the operation of the Board or Code Division except with approval of all Parties. Proceeds from the distribution of assets held for the operation of the Board or Code Division, except those assets listed in Section 7.1, shall be distributed to the Parties in accordance with the Funding Allocation Formula.

11.0 **Records:** The City of Georgetown shall maintain and keep accurate records of all activities performed by the Code Division pursuant to this Agreement and shall provide the Parties with copies thereof upon request. The Board shall maintain and keep accurate records of its activities and shall provide the Parties with copies thereof upon request.

12.0 **Insurance:** The City of Georgetown shall maintain insurance against legal liability by naming the other Parties as additionally insured with limits of liability no less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per incident. Such insurance shall cover all occurrences in regard to the provision of code enforcement service under this Agreement. All insurance costs shall be charged to the cost of operating the Code Division and therefore shall be shared by the Parties according to the Funding Allocation Formula.

13.0 **Limitation of Liability:** Except for those obligations specified in this Agreement and the shared liability provisions in section 14.0, none of the Parties hereto shall have any obligation or liability to any of the other Parties for any costs, expenses, losses, damages or any other claims for relief that are in any way related to any act or omission in regard to the code enforcement service that is the subject of this Agreement.

14.0 **Liability and Indemnification:**

14.1 **Shared Liability for claims arising out of the operation of the Board or the Code Division:** It is the intent of the Parties to share in the liabilities associated with operation of the Board and the Code Division according to the Funding Allocation Formula. In the event any Party, its officers, agents, employees and volunteers are held liable for any acts or omissions arising out of the operation of the Board or the Code Division, except for acts or omissions arising out of abatement actions taken by an individual Party, each, every, and all losses, expenses costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and at equity, including, without limitation, third party actions and actions for contribution and/or indemnification, shall be borne by the Parties according to the Funding Allocation Formula.

14.2 **No shared liability for claims arising out of abatement actions:** In the event that any Party, its officers, agents, employees and volunteers are held liable for any acts or omissions arising out of abatement actions taken by the individual Party, all losses, expenses costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and at equity, including, without limitation, third party actions and actions for contribution and/or indemnification shall be borne solely by the Party taking the abatement action.

14.3 **Indemnification:** Each Party shall indemnify and hold harmless the other Parties and the other Parties' officers, agents, employees and volunteers from each, every, and all losses, expenses costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and at equity, including, without limitation, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Party or its officers, agents, employees and volunteers, to which there is no active contribution by the other Parties or the officers, agents, employees, and volunteers thereof.

15.0 **Effective Date:** This Agreement shall be effective the first full day following completion of all requirements contained in the Interlocal Cooperation Act, KRS 65.210 to 65.300.

16.0 **Duration:** This Agreement shall remain in effect for a period of ten (10) years following its Effective Date and shall automatically renew for successive ten year periods, unless or until terminated according to the provisions of the Agreement.

17.0 **Permissible Methods of Termination:**

17.1 **Termination:** This Agreement may be terminated by any Party by providing notice to the other Parties not less than 90 days prior to termination.

17.2 **Notice:** Termination in either form shall be accomplished by delivering notice via regular first-class mail, postage pre-paid to the following:

City of Georgetown
Attn: Mayor
100 North Court Street
Georgetown, KY 40324

Scott County
Attn: County Judge-Executive
Scott County Courthouse
Georgetown, KY 40324

City of Stamping Ground
Attn: Mayor
PO Box 29
3374 Main Street
Stamping Ground, KY 40379

City of Sadieville
Attn: Mayor
PO Box 129
605 Pike Street
Sadieville, KY 40370

17.3 **Agreement to Remain in Force for Non-Terminating Parties:** In the event that one or more Parties terminate the Agreement, such that the City of Georgetown and at least one other Party remain Parties thereto, such termination shall not affect the force and validity of the Agreement between the remaining Parties.

18.0 **Disposition of Assets Upon Termination:** If this Agreement is terminated pursuant to the provisions hereof, all assets shall be distributed to the terminating Parties according to the Ownership of Assets provisions established in Section 10, above.

19.0 **Standard Contract Provisions:**

19.1 **Governing Law:** This Agreement shall be interpreted, construed and governed by Kentucky law.

19.2 **Severability:** In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed, interpreted, and

construed as if such provision or a part of a provision had never been included in this Agreement.

19.3 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties in regard to the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

19.4 **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19.5 **Amendment:** This Agreement may not be amended by any means other than a written agreement signed by all Parties.

19.6 **Captions and Headings:** Captions and headings of the paragraphs and subparagraphs of this Agreement have been inserted for the convenience of reference only, and in no way shall affect the interpretation of any of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by **TOM PRATHER**, as Mayor of the City of Georgetown, **CLAUDE CHRISTENSEN** as Mayor of the City of Sadieville, **KAYLA JONES** as Mayor of the City of Stamping Ground, and **GEORGE LUSBY**, as Judge/Executive of Scott County, on the date opposite their respective names, pursuant to the authority granted them by their respective legislative bodies.

CITY OF GEORGETOWN

By: _____
Tom Prather, Mayor

ATTEST:

Tracie Hoffman, City Clerk

CITY OF SADIEVILLE

By: _____
Claude Christensen, Mayor

ATTEST:

Sandy Whelan, City Clerk

CITY OF STAMPING GROUND

By: _____
Kayla Jones, Mayor

ATTEST:

Kelly Ritchie, City Clerk

SCOTT COUNTY

By: _____
George Lusby, County Judge/Executive

ATTEST:

Stacy Hamilton, Fiscal Court Clerk

THIS INSTRUMENT
PREPARED BY:

APPROVED PURSUANT
TO K.R.S. 65.260

Andrew Hartley
City Attorney
100 North Court Street
Georgetown, KY 40324
(502) 863-9800

Department for Local Government

3.1.3 The Board shall adhere to the procedures set forth in the Code Enforcement Ordinance by the Party in whose jurisdiction the violation is alleged to have occurred.

3.2 **Membership:**

3.2.1 The provisions of KRS 65.8811 and 65.8818 shall generally govern membership on the Board.

3.2.2 The Board shall have five (5) regular members and two (2) Alternate members.

3.2.3 The five (5) regular Board members shall be appointed as follows:

- One (1) Board member shall be appointed by the Mayor of the City of Georgetown, with approval of the City Council, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Mayor of the City of Sadieville, with approval of the City Commission, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Mayor of the City of Stamping Ground, with approval of the City Commission, and such member shall have resided within the City for at least one (1) year prior to appointment and shall reside within the City during the entire term.
- One (1) Board member shall be appointed by the Scott County Judge/Executive, with approval of the Fiscal Court, and such member shall have resided within the County, **outside the boundaries of any municipality**, for at least one (1) year prior to appointment and shall reside within the County, outside the boundaries of any municipality, during the entire term.

RESOLUTION

No. _____

City of Georgetown

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND SCOTT COUNTY FOR JOINT USE OF PROPERTY AND SHARING OF OPERATION AND RENOVATION EXPENSES FOR BY BUILDING INSPECTION, ELECTRICAL INSPECTION AND CODE ENFORCEMENT

WHEREAS, the City of Georgetown has considered an Interlocal Agreement for sharing of space and facility costs at the property on 125 W. Clinton S for the purpose of housing the Georgetown Building Inspection Department and the Code Enforcement Division and the Scott County Electrical Inspection Department; and

WHEREAS, KRS 65.240 requires the authorization of an interlocal agreement to be memorialized by ordinance or resolution;

NOW THEREFORE, be it resolved by the City of Georgetown, Kentucky:

That the Interlocal Agreement between the City of Georgetown and Scott County for joint use of property and sharing of operation and renovation expenses for by Building Inspection, Electrical Inspection and Code Enforcement is hereby approved as attached and the Mayor is authorized to execute the Interlocal Agreement.

Dated this 14th day of November, 2016.

Tom Prather, Mayor

Attest:

Tracie Hoffman, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND
SCOTT COUNTY FOR JOINT USE OF PROPERTY AND SHARING OF
OPERATION AND RENOVATION EXPENSES FOR BY BUILDING
INSPECTION, ELECTRICAL INSPECTION AND CODE ENFORCEMENT**

THIS AGREEMENT, made pursuant to the authority of the Interlocal Cooperation Act (KRS 65.210 to 65.300) by and between the **CITY OF GEORGETOWN, KENTUCKY**, a municipal corporation, hereinafter referred to as the “City”, and **SCOTT COUNTY, KENTUCKY**, a political subdivision, by and through its Fiscal Court, hereinafter referred to as the “County”;

WHEREAS, the City owns property 125 W. Clinton St. (“the Facility”), being the former home of the Georgetown Municipal Water and Sewer Service; and

WHEREAS, the City has determined that the facility is ideally suited to house the Building Inspection Department and Code Enforcement Division, with space remaining for another department; and

WHEREAS, the County desires to relocate its Electrical Inspection Department to the Facility in order to provide a “one stop shop” for citizens; and

WHEREAS, the Parties already have interlocal agreements for the joint operation of both the Building Inspection and Electrical Inspection Departments; and

WHEREAS, the Parties desire to fairly share in the costs of renovating and operating the Facility; and

WHEREAS, the City and County may lawfully appropriate funds to one another pursuant to KRS 65.157;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants hereof, the Parties hereby agree as follows:

1.0 **Purpose of Agreement:** The purpose of this Agreement is to provide for the sharing of Facility Operation Costs and Facility Renovation Costs in order to house the Georgetown/Scott County Building Inspection Department, the Georgetown/Scott County Electrical Inspection Department, the Georgetown Code Enforcement Division, and any other uses upon which the parties mutually agree.

2.0 **Definitions:** As used herein, the following words and phrases have the meanings indicated therefore:

2.1 “Facility” means the Property located at 125 W. Clinton St., Georgetown, Kentucky.

2.2 “Facility Operating Costs” means the costs of providing and maintaining utilities, including telephone and internet, property and casualty insurance, flood insurance, general maintenance and repairs, landscaping, and technology infrastructure at the Facility, but specifically excludes rent.

2.3 “Facility Renovation Costs” means the costs of renovating the Facility to meet the needs of the Georgetown/Scott County Building Inspection Department, the Georgetown/Scott County Electrical Inspection Department, the Georgetown Code Enforcement Division and any other uses upon which the parties mutually agree, including but not limited to plumbing, electrical and HVAC work, purchase and installation of technology infrastructure including VOIP phones, demolition and construction of structure, floors, walls, doors, ceilings, or other permanent parts of the building, radon mitigation, flood prevention and mitigation, and the purchase and

installation of those items of furniture, cubicles, dividers, cabinets, chairs and tables that the Parties agree to jointly fund.

2.4 “Insurance Debt” means the obligation owed by the City to the County for reimbursement of insurance premiums erroneously paid by the County for City-owned properties administered by Parks and Recreation in the amount of one hundred fifty thousand dollars (\$150,000).

3.0 **Scope of Agreement:**

3.1 The City shall cause the Facility to be renovated according to plans approved by both Parties. The City shall be responsible for procuring the renovation.

3.2 The City shall allow the Electrical Inspection Department to occupy the Facility during the Duration of the Agreement.

4.0 **No Separate Administrative Entity:** No separate administrative entity is created by this Agreement.

4.1 **Administrator:** This Agreement shall be administered by the respective executive authorities of the City and County.

5.0 **Funding:**

5.1 Pursuant to KRS 65.157, the County shall appropriate to the City an amount equal to one half (50%) of the Facility Renovation Costs to be paid upon completion of the work.

5.2 Pursuant to KRS 65.157, the County shall annually appropriate to the City an amount equal to one half (50%) of the Facility Operating Costs. The City shall bill the County Quarterly for reimbursement of Facility Operating Costs.

5.3 **Rent:** In consideration of the Insurance Debt, the City shall not charge rent to the County during the Duration of this Agreement.

5.3 **Use of Funds:** The City and County shall use the funds appropriated herein only for the purposes specified in this Agreement.

6.0 **Ownership of Assets:** The City shall continue to own the Facility and any permanent additions and improvements to the Facility. Any temporary fixtures purchased jointly by the City and County shall be owned equally by the City and County. Any assets purchased individually by the City or the County shall be wholly owned by the purchaser, respectively.

6.1 **Manner of Acquiring and Disposing of Property:** The City and County may acquire, hold, and dispose of property for use by either Party in accordance with state and local laws.

7.0 **Effective Date:** This Agreement shall be effective the first full day following completion of all requirements contained in the Interlocal Cooperation Act, KRS 65.210 to 65.300.

8.0 **Duration:** This Agreement shall remain in effect for a period of ten (10) years following its Effective Date and shall automatically renew for successive ten year periods, unless or until terminated according to the provisions of the Agreement.

9.0 **Termination:**

9.1 This Agreement may be terminated by any Party by providing notice to the other Parties not less than 90 days prior to termination. If the Agreement is terminated early by the City, the City shall reimburse the County in an amount equal to the number of months remaining under the Duration of the Agreement divided by 120 multiplied by the Insurance Debt and the Facility Renovation Costs, provided, however, that this provision shall not survive renewal of the term of the Agreement.

9.2 **Notice:** Termination in either form shall be accomplished by delivering notice via regular first-class mail, postage pre-paid to the following:

City of Georgetown
Attn: Mayor
100 North Court Street
Georgetown, KY 40324

Scott County
Attn: County Judge-Executive
Scott County Courthouse
Georgetown, KY 40324

10.0 **Disposition of Assets Upon Termination:** In the event this Agreement is terminated pursuant to the provisions hereof, the assets shall be distributed to the Parties according to the Ownership of Assets provisions of Section 6.

11.0 **Standard Contract Provisions:**

11.1 **Governing Law:** This Agreement shall be interpreted, construed and governed by Kentucky law.

11.2 **Severability:** In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed, interpreted, and construed as if such provision or a part of a provision had never been included in this Agreement.

11.3 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the City and the County in regard to the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

11.4 **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

11.5 **Amendment:** This Agreement may not be amended by any means other than a written agreement signed by both the City and County.

11.6 **Captions and Headings:** Captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for the convenience of reference only, and in no way shall affect the interpretation of any of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by **TOM PRATHER**, as Mayor of the City of Georgetown, and **GEORGE LUSBY**, as Judge/Executive of Scott County, on the date opposite their respective names, pursuant to the authority granted them by their respective legislative bodies.

CITY OF GEORGETOWN

By: _____
Tom Prather, Mayor

ATTEST:

Tracie Hoffman, City Clerk

SCOTT COUNTY

By: _____
George Lusby, County Judge/Executive

ATTEST:

Stacy Hamilton, Fiscal Court Clerk

PREPARED BY:

Andrew Hartley
City Attorney
100 North Court Street
Georgetown, KY 40324
(502) 863-9800

APPROVED PURSUANT
TO K.R.S. 65.260

Department for Local Government

RESOLUTION _____

City of Georgetown

A RESOLUTION ACCEPTING A GRANT FROM THE KENTUCKY AMERICAN WATER COMPANY

WHEREAS, the Kentucky America Water Company has awarded the City of Georgetown a grant for personal safety equipment in the amount of \$490.00; and,

WHEREAS, the grant requires no local matching funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Georgetown, Kentucky, as follows:

The Council does hereby accept the funds granted, and the Mayor of the City is hereby authorized and directed to sign any and all necessary documents on behalf of the City, and the Georgetown City Clerk is hereby authorized and directed to certify thereto.

Dated this 14th day of November, 2016

BY: _____
Mayor Tom Prather

ATTEST: _____
Tracie Hoffman, City Clerk

CITY OF GEORGETOWN

RESOLUTION 16-___

A RESOLUTION OF THE CITY OF GEORGETOWN APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS.

WHEREAS, the Georgetown Fire Department is seeking permission to apply for the 2016 Federal Emergency Management Agency Assistance to Firefighter Grant in the amount of up to \$55,000 for an update to the vehicle exhaust extraction system.; and

WHEREAS, the grant requires a 10% percent match of up to \$5,500; and

NOW THEREFORE, be it resolved by the City of Georgetown that:

The Georgetown Fire Department is hereby authorized to apply for the 2016 Federal Emergency Management Agency Assistance to Firefighter Grant in the amount of up to \$55,000, provided that pursuant to Municipal Order 14-006 council approval shall be required before acceptance of the grant funds.

The Mayor of the City is hereby authorized and directed to sign said application on behalf of the Georgetown City Council, and the Georgetown City Clerk is hereby authorized and directed to certify thereto.

This RESOLUTION was approved by vote of the City Council, City of Georgetown on the 14th day of November, 2016.

CITY COUNCIL OF GEORGETOWN

By: Tom Prather, Mayor

ATTESTED BY:

Tracie Hoffman, City Clerk/Treasurer



MUNICIPAL ORDER

16- _____

AN ORDER APPROVING A REVISED EMPLOYEE HANDBOOK FOR CITY EMPLOYEES

November 14, 2016

WHEREAS, the Georgetown City Council desires to amend the Employee Handbook for city employees;

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the attached Employee Handbook is hereby approved and adopted as the official governing document for employees, and shall be immediately distributed to all employees subject thereto.

PASSED AND APPROVED, this November 14, 2016.

Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk



Employee Handbook

Effective , 2016

The City of Georgetown Employee Handbook was approved & adopted by the Georgetown City Council on _____ by municipal order _____ and is effective in governing all employee activities, procedures and benefits. The policies contained in this handbook shall supersede all previous policies and practices of the City and all policies or practices not explicitly included in this handbook are repealed.

Any approved police or fire departmental policy, regulation or statute shall be the exclusive and controlling authority on the subject matter covered therein without regard to anything otherwise provided in this handbook.

The City of Georgetown Employee Handbook does not create any contractual or other legal rights. The personnel policies contained in this Handbook do not alter the City's at-will employment policy nor do they create an employment contract for any period of time. This handbook may be added to, changed or terminated at any time by the City of Georgetown.

A Letter from the Mayor

Welcome to the City of Georgetown! The strength and vitality that the City of Georgetown enjoys is due, in no small part, to the many important contributions made by each of its members. We combine the talents of many people to achieve one common goal; to make Georgetown the best place to live and work in the state. The City benefits greatly from the dedication and professionalism that each of our employees bring to their work and we appreciate that commitment.

The City of Georgetown takes special interest in the well-being of everyone in our community. The policies, benefits, and services described in this handbook reflect that concern. I encourage you to become familiar with this handbook, and ask questions if you have them. I also encourage you to take advantage of the many opportunities and resources available to you for your personal growth and professional development.

I hope you will derive much satisfaction and personal fulfillment in knowing the vital contribution that you make to the success of our City! I am counting on you!

Tom Prather
Mayor

Forward

Whether you have just joined our staff or have been employed with the City of Georgetown for a while, we are confident that you will find our City a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of our City to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department. Neither this handbook nor any other document confers any contractual right; either expressed or implied, to remain in the City's employment. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the City, or you may resign for any reason at any time. No supervisor, Department Director or other representative of the City has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except the City of Georgetown employees and others affiliated with the City whose knowledge of the information is required in the normal course of business.

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General Terms & Conditions of Employment

ABOUT THE CITY

The City of Georgetown (the City) is a City of the fourth class organized under the laws of the Commonwealth of Kentucky. It is governed by a mayor-council system in accordance with state law. The Mayor is the head of the executive branch of City government, and the Council is the legislative branch. Under state law, the Mayor has the sole power to appoint and remove all City employees, including police officers, except where tenure and terms of employment are protected by statute, ordinance or contract, and except for the City Clerk and employees of the Council. Subject to disapproval of the Council, the Mayor promulgates procedures to ensure orderly administration of the functions of City government and compliance with statutes and ordinances.

Departments of the City are managed by department directors. The City has a Human Resources Department which has general responsibility for the development and implementation of human resources policies and procedures, under the direction of the Mayor.

EQUAL EMPLOYMENT OPPORTUNITY

It is the commitment of the City to ensure fair and equal treatment for everyone we employ. We value diversity and believe employment, training, and promotional opportunities should be available to all persons without regard to race, color, gender, religion, national origin, disability, gender identity or sexual orientation, political affiliation, veteran status or membership in the armed services, genetic information, or any other consideration that is protected by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

HARASSMENT

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment.

Harassment toward an individual based on their race, color, religion, national origin, age, disability, gender, sexual orientation, or other differences protected by applicable law is strictly prohibited. Harassment may include disparaging comments about another person's appearance, manner of dress, accent, or any behavior that is abusive or offensive to another person, and creates a hostile work environment. Comments made in a joking manner may easily be viewed to have a hostile intent. It is wise to refrain from this behavior.

SEXUAL HARASSMENT

Sexual harassment is deliberate misconduct that can take various forms: unwelcome advances, requests for sexual favors, and other physical conduct of a sexual nature. This kind of behavior undermines the integrity of the employment relationship and interferes with the productivity of its victims and their co-workers.

In compliance with the requirements of Title VII of the Civil Rights Act of 1964, as amended, and pursuant to the guidelines on sex discrimination issued by the U.S. Equal Employment Opportunity Commission, the City *does not tolerate sexual harassment*. It is illegal and against the policies of the City for any employee to sexually harass another employee in any way.

You should immediately contact the Human Resources Department if you believe a supervisor or fellow employee is sexually harassing you. An investigation of all complaints will be undertaken immediately and, to the extent possible, confidentially. Any employee found guilty of sexually harassing another employee will be subject to appropriate disciplinary action, depending on the circumstances involved

Policy and Procedure for Harassment Complaints

❖ DEFINITION

Workplace harassment prohibited by this policy is defined as unwelcome verbal or physical conduct designed to threaten, intimidate, or coerce. This also includes verbal taunting towards an individual based on their race, color, religion, national origin, age, disability, gender, sexual orientation, or any other factor that is prohibited by applicable law, and which has the purpose or effect of creating a hostile or intimidating environment and/or which interferes with an individual's work performance or employment opportunities.

Workplace harassment occurs when an employee is forced to choose between submitting to harassment and some unfavorable job consequence such as not being hired, being discharged, or losing a promotion. Such behavior is prohibited whether between supervisors and employees, among co-workers, or dealing with third parties and may consist of, but is not limited to the following:

Hostile environment harassment

Generally involves unwelcomed comments or actions that relate to an employee's race, color, gender, religion, national origin, or other protected classification, intended to affect the employee's psychological well-being at work and/or which creates an offensive or hostile work environment.

Examples of prohibited behavior include, but are not limited to:

- Racial or ethnic slurs;
- Written or graphic material which shows hostility or ridicule toward an individual or group;
- Jokes which are demeaning to a racial or religious group or to a particular nationality, gender, or other protected group of persons;
- Hazing which can include humiliation, practical jokes, and horseplay; and
- Other behavior which is intended to create a hostile, intimidating work environment.

Sexual harassment

Generally involves unwelcome verbal or physical conduct of a sexual nature and occurs when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of prohibited behavior include, but are not limited to:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwanted sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience (especially when directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome).
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in workplace by the employees of the City, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work

in and around the workplace and/or who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.

- Reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms).

❖ **RESPONSIBILITIES:**

It is the responsibility of every employee to adhere to the *Policy and Procedure for Harassment Complaints*. No employee, regardless of job classification, is exempt from this policy.

Employee

1. Any employee with questions or concerns about any type of harassment in the workplace or who believes he/she has been the subject of harassment or who has witnessed another employee as the subject of harassment should report the alleged problem immediately to the Human Resources Department.
2. An employee is not required to first complain to the person they allege is the cause of the problem, nor is an employee required to complain to their supervisor.

Manager and Supervisor

1. Supervisors must take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
2. Should a supervisor receive a complaint of harassment, he/she will be required to report the alleged problem immediately to the Human Resources Department and take no immediate action pending the advice of the Human Resources Department.
3. Supervisors will take any appropriate action to prevent retaliation or prohibited conduct from reoccurring during and after any investigations or complaints.
4. Supervisors who knowingly allow or tolerate harassment or retaliation are in violation of this policy and subject to discipline.

❖ **INVESTIGATION PROCEDURE**

All reports of harassment will be treated as serious in nature. The Director of Human Resources will conduct all investigations of alleged harassment in a thorough and prompt manner following the prescribed procedure:

1. An employee must report allegations of harassment in writing to the department director, Director of Human Resources, or the Mayor, as appropriate, though harassment should be reported to the Human Resources Department whenever possible. Ensure that both the individual filing the complaint (hereafter referred to as the complainant) and the accused individual (hereafter referred to as the respondent) are aware of the seriousness of a sexual harassment complaint.
2. Explain the City's harassment policy and investigation procedures to the complainant and the respondent.
3. Notify the police if criminal activities are alleged.
4. An investigation of the alleged harassment will be conducted by the Director of Human Resources, or a designee.
 - a) An investigation may include witness interviews and statements concerning the complaint.
 - b) A neutral third party may be asked to sit in on the investigation as needed.
 - c) Confidentiality will be protected to as great a degree as is legally possible.
 - d) While the investigation is being conducted, the City may take other steps to eliminate the possibility of any harassment or discrimination occurring while the investigation is pending.
5. The Director of Human Resources or the Mayor (as the case may be) shall issue their response to a report or appeal of harassment within ten (10) working days of receiving the report.
6. The Mayor (or in cases where the Mayor is the accused, the City Council) may grant an extension of time where circumstances require it. In cases where an extension is granted, the person responsible for responding to the report shall promptly inform the reporting party of the extension and the new date for issuing a response.
7. If, at any point in this process, the employee is not satisfied with the disposition of the report, an immediate appeal may be taken by submitting a written appeal to the Mayor within five (5) working days of when the employee received notice of the preceding disposition.

*** *Any allegations of harassment in which the Director of Human Resources is named as either the respondent or a witness, will be referred to the Mayor who will appoint a neutral, third-party person who will investigate the alleged harassment in accordance with this policy.*

Any allegations of harassment in which the Mayor is named, the appeal must be submitted to the City Council, through the City Attorney, within five (5) working days as stated above.

❖ **RETALIATION**

Retaliation against an employee for filing a complaint under this policy or for assisting in an investigation of a potential violation of this policy is strictly prohibited and should be reported. Similarly, all employees must realize that this policy does not support false accusations.

❖ **DISCIPLINE**

Any employee, supervisor, or manager who is determined to have violated this policy by engaging in or condoning the sexual harassment of a fellow employee will be subject to immediate discipline up to and including termination of employment. Persons who violate this policy also may be subject to civil damages or criminal penalties.

❖ **TRAINING**

To ensure understanding of and compliance with this policy the City will provide regular, periodic training for employees about harassment in the workplace. Every employee shall receive a copy of this policy and procedure and be required to sign an acknowledgment document.

❖ **OTHER AVAILABLE RESOURCES**

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under state or federal law.

AMERICANS WITH DISABILITIES ACT

The City is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendment. It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Director of Human Resources. Individuals with disabilities are encouraged to come forward and request a reasonable accommodation.

PROCEDURE FOR REQUESTING AN ACCOMMODATION

The City will comply with the provisions of disability laws for employees who qualify. The City also will comply with applicable law regarding employees who seek accommodations for religious reasons. Employees should contact the Human Resources Department with questions or concerns about any needs or requests for reasonable accommodations.

Requests for reasonable accommodations must be submitted in writing to the Director of Human Resources. Upon receipt of a request for reasonable accommodation for a disability, the Director of Human Resources may require that the employee provide documentation from a medical professional regarding the disability and requested accommodation. Medical documentation provided for this purpose will be kept separate from the employee's personnel file and kept confidential, subject to applicable law.

Only information related to the provision of a reasonable accommodation or information necessary to address safety issues in the work setting will be released to supervisors and/or departmental directors, subject to applicable law.

OPEN-DOOR POLICY

Your supervisor is always available to listen to any questions, concerns, ideas, or suggestions that you or any other employee may have. Employees should feel free to contact any supervisor if they need to discuss any issues related to their employment. Employees are encouraged to contact the Director of Human Resources if they believe that a particular issue cannot be resolved otherwise or if their concerns relate to a supervisor's conduct. Our doors are open to you at all times.

FUTURE POLICY CHANGES

The City reserves the right to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by law. This handbook is intended to be a general source of information and is not a contract. The City reserves the right to modify or change any portion of the handbook at any time.

Employment

AT-WILL EMPLOYMENT POLICY

This handbook is not a contract of employment with the City. All employment with the City is “at-will”. This means that employees retain the freedom to leave their employment at any time, with or without prior notice. In turn, the City retains the right to terminate the employment of any person at any time at management’s sole discretion, with or without cause and with or without notice, except where tenure and terms of employment are protected by statute, ordinance or contract. This policy may not be modified or amended other than through an express written contract between the City, and an employee, signed by the Mayor, and the employee.

ORIENTATION PROGRAM

During your first few days of employment, you will participate in an orientation program conducted by the Human Resources Department and various members of your department, including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic City policies, your compensation and benefit programs, plus other information necessary to acquaint you with your job and the City. You will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present the City with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation program to familiarize yourself with the City and our policies and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the policies and guidelines that affect and govern your employment relationship with us.

PROBATIONARY PERIOD

The first six (6) months of full-time employment is a probationary period. The probationary period provides you and the City with the opportunity to determine if the working assignment is mutually satisfactory. If, during this period, either you or the City decides the working arrangement is not satisfactory, either party may terminate the relationship without cause or notice subject to applicable law. The probationary period may be extended for an additional six (6) months at the discretion of the Mayor. Any interruption of service during the probationary period will not be counted as part of the probationary period. Part-time employees who are converted to full-time status will be required to complete the probationary period.

An employee who has served an original probationary period and enters a new class for any reason shall serve a six (6) month probationary period in the new class. During the probationary period, the employee may be reinstated to his or her former position (provided the position is vacant) or separated from service without the right of appeal.

An employee may be placed on probationary status for disciplinary reasons; the length of the probation period shall be in line with the cause for disciplinary action.

Completion of the probationary period is not a guarantee of continued employment and does not alter the employee's status of employment. Employees are not eligible for cost of living or merit raises during the probationary period unless specifically agreed upon, in writing, at the time of the employment offer. Employees are not eligible to apply for job postings or transfer positions during the probationary period.

CLASSIFICATION OF EMPLOYEES

Based on the conditions of employment, employees of the City fall under the following categories:

❖ Full-Time Regular

Full-time regular employees work a minimum of thirty (30) hours per workweek on a regular basis. Such employees may be exempt or non-exempt. Full-time regular employees are eligible for leave and insurance benefits, as described in Chapters 5 and 6 of this Handbook.

❖ **Part-Time Regular**

Part-time regular employees work fewer than thirty (30) hours per workweek on a regular basis (not to exceed 100 hours per month). Such employees may be exempt or non-exempt.

❖ **Temporary**

Temporary employees are used to complete a specific project or are used for a limited period of time with the understanding that the assignment will be terminated upon completion of the assignment or at the end of the specified period of time. The City follows the guidelines for temporary and seasonal employees established by the Kentucky Employees Retirement System. Workers placed with the City through a temporary employment agency for specific assignments are employees of that agency, not the City.

JOB DESCRIPTIONS

A written job description exists for each position in the City. In general, the description covers the purpose of the job, job duties, the supervision of the work, the qualifications required, and where appropriate, working conditions affecting the job. The Human Resources Department has ultimate responsibility for the development of job descriptions. All job descriptions are reviewed periodically to assure that they reflect current responsibilities. If you believe that your job description is not accurate, please notify your supervisor, department director, or the Human Resource Department, as appropriate. Accurate job descriptions are important because an employees' job performance will be evaluated in relation to the written job description.

PERSONNEL FILES

The City maintains official personnel files on each employee in the Human Resources Department. These files contain documentation regarding all aspects of the employee's tenure with the City, such as employment applications, performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. Notwithstanding anything said above, records contained in an employee's file may be subject to disclosure under the Open Records Act or other law, subject to any exceptions that allow or require the withholding of private information. Employees may review their personnel files by contacting the Human Resources Department.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the Human Resources Department of any changes in your name, telephone number,

home address, number of dependents, beneficiary designations, scholastic achievements, emergency contact information, and so forth.

EMPLOYEE TRAINING

City employees may be required by law or by directive from the City to undergo training related to their position with the City. For example, police officers are required by law to undergo periodic training. It is each employee's responsibility to ensure they attend and complete all training required for their position. Failure to attend and/or complete training as required may result in disciplinary action up to and including termination of employment.

Hours of Work

REGULAR WORKWEEK

The workweek begins and ends for purposes of wage computation and other purposes at 12:01 a.m. on Saturday. Except for fire and police department employees, the regular workweek for full-time employees is five (5) days, Monday through Friday. The police, fire, and telecommunications departments are staffed twenty-four (24) hours a day, seven (7) days a week.

All Telecommunications, Cemetery, Public Works, Recycling department employees, and police officers work forty (40) hours per workweek. City Hall, Building Inspection, and administrative assistants in the Police and Public Works Department, work thirty-five (35) hours per workweek. Firefighters work different hours each workweek but average fifty-six (56) hours per workweek.

Employees are expected to work the entire schedule for which their position calls for. For example, an employee who is scheduled to work a 40 hour work week, must do so, or use appropriate excused time off to build the schedule to 40 hours. Employees may not choose to take unpaid time off in lieu of using accrued vacation or sick hours. Any day that drops below the required number of hours scheduled to work must have excused time off applied (if applicable), or the unworked hours will be unexcused.

REGULAR WORKDAY

Normal working hours vary from department to department. Normal working hours at City Hall are 8:00 a.m. to 4:00 p.m.

ATTENDANCE

You are expected to report to work by the beginning of the workday or your assigned shift. We serve the public, who is our customer, and our customers expect us to be available promptly every day. In order to do so we must have a specific compliment of employees in order to safely begin operations in the various departments.

All employees are expected to be prompt in reporting to work in the morning and returning from lunch or from other absences from the workplace. An employee who anticipates being more than ten (10) minutes late in reporting or returning to work must call his or her supervisor or department director.

The City expects all employees to be responsible in their attendance and promptness. Recognizing that illness and injuries do occur, the City has established sick leave, family and medical leave and disability policies. Information concerning these leaves is discussed further in Chapter 5, Leave Policies.

Should you be unable to work because of illness, you must notify your supervisor in accordance with departmental requirements on each day of your absence, unless you are granted an authorized medical leave, in which case different notification procedures may apply. Failure to properly notify the City results in an unexcused absence. Any employee who is absent for three (3) consecutive working days without proper notification to the employee's immediate supervisor will be deemed to have abandoned his or her employment.

When a pattern of paid sick leave indicates possible abuse (e.g., absences on Mondays, Fridays or before or following holidays or vacation), the City may investigate an employee's use of paid sick leave. The City may investigate an employee's use of paid sick leave at any other time there is a reasonable basis to suspect abuse.

The City may require that you either submit a statement from your physician that you were sick and unable to work, or be examined by the City's designated physician, in instances including, but not limited to, where abuse or excessive use of sick leave is suspected.

Excessive absenteeism or tardiness, as determined in the judgment of the City, will be grounds for disciplinary action, up to and including termination. An absence is defined as unexcused time away from scheduled work of one hour or more. A tardy is defined

as unexcused time away from scheduled work (arriving late or leaving early) of less than one hour. For disciplinary purposes, the following schedule follows a rolling year.

1 Absence	Level 1	Written Warning
2 Absences	Level 2	Final Written Warning
3 Absences	Level 3	Termination
3 Tardies	Level 1	Written Warning
6 Tardies	Level 2	Final Written Warning
9 Tardies	Level 3	Termination

FITNESS FOR DUTY

Except as provided otherwise in this handbook, if you are absent for more than three (3) consecutive work days, or for more than three (3) work days within a five (5) work day period, you must provide a physician's certificate that you are fit to return to work before you will be permitted to return to work. In such instances, the City reserves the right to also require you to submit to an examination by such physician as the City may designate.

JOB ABANDONMENT

Employees, who are absent from work for three (3) consecutive days, without reporting the absence according to the policy, will be terminated from employment.

Inactive Status

Employees, who are absent from work for six (6) consecutive months, without a qualifying job protection (Americans with Disabilities Act), will be terminated from employment. In situations of extreme hardship, the Mayor may consider extenuating circumstances.

MEAL AND REST PERIODS

All employees are entitled to scheduled meal and rest periods, the times of which vary from department to department, depending upon departmental needs.

Meal periods will be scheduled as close as possible to the middle of the shift, generally between the 3rd and 5th hour of the shift, unless the employee and department director agree otherwise. Normally, one (1) hour without pay is allotted for lunch. However, due to the nature of their work, police officers, firefighters and dispatchers receive paid meal periods.

In addition, employees shall receive a ten (10) minute rest period for each four (4) hours worked. The rest periods are considered as paid time. The supervisor is responsible for coordinating the meal and rest periods of their assigned employees taking into consideration the operational needs of their particular department or work group.

ALTERATIONS IN SCHEDULES- INCLEMENT WEATHER / SHUTDOWN

Daily and weekly work schedules may be changed from time to time to meet the City's varying needs. Examples include, but are not limited to, weather-related emergencies such as snow, flood, wind, severe ice and other emergencies as declared by the Mayor.

The City of Georgetown is a governmental body that exists primarily for the delivery of direct and essential services to its citizens, whether under normal or emergency conditions. These services cannot be disrupted for any duration of time, without consequences to those for whom we are charged to protect. It is therefore incumbent on the organization to continue to operate to the extent possible, despite adverse weather or other emergencies. Unless the Mayor designates a modified schedule or an official closing due to catastrophic conditions (such as loss of heat, power outage, etc.), all employees are expected to report for work at normal times. Should City facilities close due to catastrophic conditions, certain key personnel, as designated by the Mayor, will be expected to report to work.

Procedure:

In order to provide guidance to supervisors and employees on how to manage leave issues due to adverse weather or other catastrophic conditions, the following guidelines have been developed:

1. Supervisors have the flexibility to allow an employee to arrive to work late or leave work early for fear of inclement weather conditions, however, employees must use vacation or compensatory time.
2. Employees who are not going to report to work or who are going to be late in arriving to work because of inclement weather should contact their immediate supervisor and advise him/her of this situation in accordance with prescribed departmental procedures.

3. Employees who are going to leave work prior to the end of their normal work schedules because of fear of inclement weather should attain approval from their immediate supervisor prior to leaving.
4. If the Mayor determines that a City department must work on a modified schedule or be closed, that will be communicated to department directors and listed on the City's website.

Work Hours and Compensation:

Only the Mayor may determine the closing times and durations for City departments. Normal work schedules will continue for emergency personnel. Compensation for the time that the City departments are closed is outlined below:

- Employees who are sent home early will be paid for the remainder of their scheduled shift.
Example: An employee who is scheduled to work from 7:00am to 4:00pm and is sent home at 3:30pm is to be paid for the last 30 minutes of the 8 hour shift.
- Employees who are absent for any of their scheduled shift, prior to the City sending personnel home will continue to be paid available vacation or compensatory hours for the entire time they are absent from their scheduled work time. If an employee has no available vacation or compensatory hours, the time will be unpaid.
Example: An employee with 2 available vacation hours scheduled to work 7:00am to 4:00pm goes home at 11:00am. They left before the City sent personnel home, thus they are to be paid for their hours worked and for the 2 hours of vacation they have. The remaining 2 hours of the 8 hour shift will be unpaid.
- Employees previously scheduled for vacation, sick, comp, FMLA, or any other time off work for this date will not have their work schedule affected by the City departmental closing, therefore their absence will continue to be covered by the previously determined reason for absence (sick, vacation, comp, etc.).
- Employees who desire to remain at work when their department has been closed may volunteer to work in one of the City's emergency services departments (fire, police, 911), as long as the director or chief of that department has meaningful work for them to perform **and** this is verified by their department director.

OVERTIME

Overtime will be necessary on occasion for non-exempt employees but must always have the prior approval of a department director. Overtime will be addressed further in Chapter 4.

ON-CALL POLICY

Certain employees may be required to be available to meet work requirements which arise outside of the employee's normal work hours. These employees will normally be given pagers or cell phones. Normally, on-call employees will be free to go about their business while on call, subject only to the limitation that they must be able to report to work within thirty (30) minutes after being called. The City will compensate on-call employees in accordance with applicable law. Under current law, time spent on call is not considered compensable working time when the only restriction on the employee is the foregoing thirty (30) minute response time. However, once an on-call employee begins working, then the time is compensable.

Call-In Policy

Employees assigned to departments that do not staff 24 hour support, may be called in to work for emergencies. In the event this occurs, employees are called in at the discretion of the department director and will be compensated a minimum of two hours or time worked, whichever is greater.

RECORDING WORK HOURS

It is the City's policy to comply with applicable laws requiring records to be maintained of the hours employees work. To ensure that the City keeps accurate records of the hours you actually work, including overtime worked and/or leave hours taken, and to ensure that you are paid in a timely manner, all non-exempt employees are required to record the actual time worked on a daily basis.

The City uses an automated time and attendance system. Non-exempt employees shall use this system to record time worked. Each department has a computer terminal(s) designated for clocking in and out. After approval, leave time will be recorded by the department administrator.

Each employee is responsible for accurately recording all hours worked and leave time taken. Falsification of a time record is a serious breach of policy and grounds for disciplinary action, up to and including termination of employment. Clocking in or out for another employee, or recording time on another employee's time card, is also a violation of this policy and grounds for disciplinary action, up to and including termination of employment.

Due to the importance of accurate time and attendance records, it is vital that employees are consistently vigilant in regards to clocking in and out. As such, the automated time and attendance system will generate reports that designate when an employee fails to clock in and/or out. When this happens, there is significant risk of inaccurate payment for time worked and a significant amount of follow up work required for the employee who approves time worked. The following disciplinary action schedule will be followed, using a rolling year:

3 failure to clock in/out (rolling year)	Level 1	Written Warning
6 failure to clock in/out (rolling year)	Level 2	Final Written Warning
9 failure to clock in/out (rolling year)	Level 3	Termination

Pay Policies

The City will pay wages and salaries that are competitive with those currently paid for similar jobs by other government entities of a similar size.

Salaries and wage rates are reviewed annually. However, pay increases are not guaranteed to anyone at any time. Factors to be considered in granting pay increases include, but are not limited to, the financial condition of the City, changes in the cost of living, and the performance, qualifications and experience of the employee under consideration for a pay increase. Increases in salary are not a guarantee of continued employment with the City.

DEFINITIONS

For payroll purposes, employees are classified as either “exempt” or “non-exempt”. This classification is required by law, and is based on the type of work performed by the employee. Your job description will indicate whether your payroll status is “exempt” or “non-exempt”.

❖ Exempt

An exempt employee shall be paid on a bi-weekly basis and is not required to be paid overtime under applicable laws for work in excess of their normal work week. All exempt employees are subject to the sick leave and vacation leave policies of the City. These employees shall be required to maintain and turn in a time sheet showing the number of hours worked.

❖ Non-exempt

A non-exempt employee shall be paid on an hourly basis and is required to be paid overtime under applicable federal and state laws for any hours physically worked in excess of forty (40) in a given workweek.

You will be informed of your initial employment classification and of your status as an exempt or non-exempt employee during your orientation session. If your position is reclassified pursuant to the Fair Labor Standards Act, you will be informed by the

Human Resources Department of any change in your status.

An employee who believes that he or she is incorrectly assigned to an exempt/non-exempt status may request a review of that status. All such inquiries about employment classification or exemption status should be directed to the Human Resources Department.

PAYCHECKS

All employees shall be paid by direct deposit on a bi-weekly basis. The paycheck shall represent pay for work performed during the prior pay period.

The City is required by law to make deductions from an employee's paycheck for such items as federal and state income taxes and Social Security taxes. Also the City offers group plans such as medical, dental, and life insurance and payments for such plans will be deducted from an employee's paycheck if the employee chooses to participate in the plans and authorizes these deductions. Your paystub will reflect all deductions.

OVERTIME PAY

Due to the nature of their work, exempt employees are not subject to the overtime pay provisions of the law. A non-exempt employee shall be paid overtime pay based on his or her hourly wages at the time the overtime is worked.

Unless otherwise required by applicable law, overtime pay shall be one and one-half times the employee's normal hourly rate of pay for time worked in excess of forty (40) hours of work in any one workweek. Lunch time, vacation, holiday, and sick leave will not be counted as "hours of work" for overtime purposes.

Non-exempt employees may receive time-off in lieu of extra hours worked when the time off is taken on an hour-for-hour basis, and is taken during the same workweek. Overtime hours may never be transferred to a different workweek.

Non-exempt employees may not work in excess of forty (40) hours per week without advance approval from their department director.

TEMPORARY/INTERIM ASSIGNMENT PAY

When a vacancy exists in a department due to a reason such as a resignation, retirement, or termination, or due to an extended paid or unpaid leave of absence of

the employee who regularly occupies the position, another employee who meets the minimum qualifications of the position, may be assigned to the position on a temporary/interim basis.

The department director will submit a request to the Director of Human Resources requesting to place an employee in the temporary vacancy. Employees who are currently working in the department where the temporary vacancy exists will be given first consideration. The employee must meet the minimum qualifications of the position; and must be a regular, full-time employee of the City. If there are no employees within the department who meet these qualifications, an employee from another department who meets the qualifications may be selected for the temporary/interim assignment.

Employees who are placed in a temporary/interim assignment will be compensated at the minimum of the pay grade for that position or be provided a 10% increase in pay, whichever is greater, during the time they occupy the temporary/interim assignment.

A temporary assignment and the accompanying pay will only be granted in situations where an employee will occupy the position for five (5) working days or more. In no case should the temporary assignment last longer than six (6) months, except in extenuating circumstances approved by the Mayor.

ACTING OFFICER PAY

Due to specific needs in the Fire Department, those who must fill in for an officer (Captain or Battalion Chief) shall be compensated an extra 5% for time spent as the acting officer. The minimum time increment is one hour.

The Chief or his designee shall make the selection of a qualified member to serve in a higher ranking position. Only Firefighters with a minimum thirty-six (36) months service are qualified to serve as a Captain. Only non-probationary Captains are qualified to serve as a Battalion Chief. Members shall complete the City of Georgetown Time Adjustment Form for time spent serving as an Acting Officer.

SEVERANCE PAY

The City does not provide employees with severance pay upon their voluntary or involuntary separation from employment. At separation, the City will pay all earned but unpaid salary or wages plus accrued but unused vacation time.

Upon separation from employment with the City, employees may be eligible for a refund of contributions made to the Kentucky Retirement System. The employee is responsible for contacting Kentucky Retirement Systems concerning such refunds.

TRAVEL EXPENSES

Employees who travel on City business will be reimbursed for their expenses according to the provisions of this policy. Failure to follow the provisions of this policy may be cause for disciplinary action up to and including termination.

Travel expenses for City employees will be paid at the approved rate when travel is required for performance of duties and is approved by the department director in advance. Reimbursement will be limited to the least expensive mode of travel.

Travel requisitions shall be completed in the on-line accounting system for each vendor/employee as needed to show authorization of travel. When required, written approval from the Mayor must be attached to each requisition (i.e. e-mail).

❖ Mileage

For travel on City business, the City will reimburse employees for each mile of travel in personal vehicles at the current rate approved by the Internal Revenue Service. Reimbursement will be based upon actual odometer readings or mileage as calculated by a recognized source, such as Google Maps or MapQuest.

The City will not pay mileage for travel between residence and official work station.

❖ Room and Meal Expense

Room expenses (standard accommodations unless otherwise approved) will be paid directly by the City to the hotel, when possible, when a trip involves official business more than 50 miles from either the official work station or the residence of the employee, whichever is closer, or where the trip involves official business for a length of time that it would be unreasonable to expect the employee to return that evening. If direct pay by the City is not available, employees will be reimbursed for standard charges, with a detailed hotel receipt.

❖ **Overnight Travel**

For approved overnight travel on City business, the City will reimburse meal expenses as follows:

Breakfast: On the day of departure if departure is before 7:00am; and on the day of return.

Lunch: On the day of departure if departure is before 11:00am and on the day of return if return is after 11:00am.

Dinner: On the day of departure if departure is before 7:00pm and on the day of return if return is after 7:00pm.

For such meal expenses, the City will reimburse actual expenses incurred by the employee, not to exceed per diem rates established by the City. The City will publish per diem rates periodically through Human Resources and update the rates as needed. Current per diem rates may be found at <http://www.gsa.gov/portal/content/101518>.

Meal receipts must be detailed/itemized. The City will NOT reimburse charges for alcohol. The City will also NOT reimburse for meals, in addition to those that are provided by the training/meeting event.

❖ **Other Travel Expenses**

Registration fees in the amount necessary to qualify individuals to attend approved meetings may be reimbursed or paid directly to the organization. Receipts are required.

Road tolls are reimbursed, but receipts are not required.

Actual fare in accordance with approved travel authorization will be paid for all commercial carrier travel (taxi, bus, car rental or airline). Receipts are required on all modes of commercial transportation.

Actual expenses will be paid for parking. Receipts are required for parking expenses in excess of \$2.00. Parking expense of \$2.00 or less will be reimbursed without a receipt.

Employees of the City on official business and away from home overnight are reimbursed for business-related telephone charges. The actual telephone charges must be documented on the hotel bill or the credit card billing of the employee in order to be reimbursed.

If an employee is required to be away from the official work station and is delayed in returning due to an official business related emergency (closed airport, weather emergency, etc), the employee may be reimbursed for room and meals at the discretion of the department director.

No other types of expenses will be reimbursed except those approved in advance by the department director and/or the Mayor.

Leave Policies

PAID HOLIDAYS

The City Council will set a schedule of paid holidays.

Except as otherwise stated below, holiday pay is paid to employees as follows:

Regular thirty-five (35) hours per week	Seven (7) hours pay per holiday
Regular forty (40) hours per week	Eight (8) hours pay per holiday
Firefighters	Eleven and two-tenths (11.2) hours pay per holiday

Some Police, Fire, and Telecommunications department employees will be required to work on holidays. From time to time, department directors may require other employees to work on holidays as well. Non-exempt employees who are required to work on a holiday will receive their regular rate of pay for actual hours worked on a holiday plus a full day's pay as holiday pay. Exempt employees will receive compensatory leave credit (hour for hour) plus a paid day of holiday pay. Employees scheduled to be off work for the holiday will only receive holiday pay for that day. Part-time and temporary employees will only be paid for actual hours worked on a holiday.

Employees who are off work due to disability, whether or not the reason for the disability is work-related, shall not receive holiday pay, but only the regular compensation due to the employee under disability or workers compensation benefits. If an employee is concurrently using FMLA and sick/vacation leave, the employee qualifies for holiday pay. Employees who do not work on the holiday but are on sick leave shall receive their holiday pay only for that day. Employees who do not work on the holiday but are on vacation shall receive their holiday pay only for that day.

Sworn officers in the Police Department receive holiday pay of eight (8) hours for each designated holiday. These officers work ten (10) hour days. A sworn police officer who is sick or on vacation on a designated holiday shall receive eight (8) hours of holiday pay plus two (2) hours of either vacation or sick pay, whichever is applicable.

All Fire Department personnel receive holiday pay of eleven and two-tenths (11.2) hours for each designated holiday. The work schedule for these officers is twenty-four (24) hours on duty then forty-eight (48) hours off duty. A firefighter who is sick or on vacation on a designated holiday shall receive eleven and two-tenths (11.2) hours of holiday pay plus twelve and eight-tenths (12.8) hours of either vacation or sick pay, whichever is applicable.

When a holiday falls on Saturday, the previous business day will be considered the holiday; when a holiday falls on Sunday, the following business day will be considered the holiday. In order for a non-exempt employee to be paid for a holiday, the employee must work his or her last scheduled day before and his or her first scheduled day after the holiday unless the absence is approved in advance or is otherwise approved by the department director.

PAID ANNUAL VACATION LEAVE

Purpose

Because the City recognizes the importance of vacation time for rest, recreation and personal activities, regular full-time employees will be granted annual paid vacation leave.

Eligibility

New employees are eligible to use vacation leave after completing the probationary period. However, employees on probation as a result of promotion, demotion or transfer may still take accrued vacation leave. Part-time and temporary employees are not eligible for vacation leave. Annual vacation leave is paid at the employee's current salary or rate of pay.

Amount

The length of service and scheduled hours worked per week determines the amount of vacation leave available each year. Vacation leave will be granted according to the following schedule:

Employees who work thirty-five (35) hours per workweek will be granted the following number of days each year of unbroken service:

1 – 4 years	Twelve (12) work days (84 hours)
5 – 9 years	Fifteen (15) work days (105 hours)
10 – 14 years	Eighteen (18) work days (126 hours)
15 years and beyond	Twenty (20) work days (140 hours)

Employees who work forty (40) hours per workweek will be granted the following number of days each year of unbroken service:

1 – 4 years	Twelve (12) work days (96 hours)
5 – 9 years	Fifteen (15) work days (120 hours)
10 – 14 years	Eighteen (18) work days (144 hours)
15 years and beyond	Twenty (20) work days (160 hours)

Employees who work fifty-six (56) hours per workweek will be granted the following number of days each year of unbroken service:

1 – 4 years	Twelve (12) work days (134 hours)
5 – 9 years	Fifteen (15) work days (168 hours)
10 – 14 years	Eighteen (18) work days (202 hours)
15 years and beyond	Twenty (20) work days (224 hours)

Accrual

Vacation leave accrues each month at the rate of 1/12th of the annual amount monthly and is credited on the first day of the next month. Employees who begin work on or before the 15th of the month shall accrue vacation leave for the month; employees who begin work on or after the 16th of the month shall not accrue vacation leave for the month. Accrued vacation may be carried over to following years.

Maximum balances are as follows:

1 – 4 years of service	Thirty (30) work days
5 – 9 years of service	Forty-two (42) work days
10 – 14 years of service	Fifty (50) work days
15 or more years of service	Sixty (60) work days

No compensation will be paid to employees for balances in excess of the maximums allowed. Vacation will accrue at the regular rate during annual, paid vacation. Vacation will also accrue during paid sick leave. Employees on paid workers' compensation leave will accrue vacation leave through the twelfth (12th) month of workers' compensation leave. Vacation does not accrue during any type of unpaid leave.

Scheduling

The minimum vacation which may be taken is one quarter (1/4) hour. Vacation must be used in quarter hour units. Vacation may not be taken in excess of the amount accrued at the time the vacation begins. Vacation may only be taken up to the amount of hours scheduled to work.

Except for vacation leave of less than one (1) day's duration, vacation leave may not be taken unless it is requested in writing and approved in advance by your supervisor or department director. Vacation leave of five (5) work days or more must be requested in writing at least one (1) month in advance, except in extenuating circumstances. Department directors have discretion to consider department staffing needs when considering requests for vacation leave, as well as determining some days that will have no vacation approval (i.e. mandatory training days).

Employees absent because of sickness, off duty injury or disability may use accrued vacation only after accrued sick leave has been exhausted.

Pay in Lieu of Vacation Leave

Employees may not exchange accrued vacation for pay except as indicated in the following sections.

Holiday within Vacation Period

In the event that a holiday observed by the City falls within a scheduled vacation period, the holiday does not count as a vacation day.

Guidelines for Vacation Pay for Terminating Employees

Employees who have completed their introductory period are paid for all accrued but unused vacation leave when their employment with the City ends. Payment for accrued vacation is made within fourteen (14) calendar days of the last day of work. Employees who separate before completing their probationary period were not eligible to take vacation and therefore will not be compensated for accrued vacation leave when they separate from service.

Employees who leave employment without providing a two-week notice or who are terminated for cause due to gross misconduct, gross negligence, or job abandonment, will not receive pay for unused vacation leave.

PAID SICK LEAVE

Purpose

It is recognized that employees may become ill or injured through no fault of their own and, therefore, be unable to perform assigned duties. This policy covers these kinds of circumstances. This policy is a privilege granted to protect your income when absence from work is caused by illness or injury. The sick leave policy is intended to encourage the accumulation of sick leave to cover an extended illness. Accumulated sick leave should not be considered as earned time off with pay and may not be used in this manner. Abuse of the privilege may be deemed justification for termination of the employee.

Eligibility

Full-time, regular employees are eligible for paid sick leave after three (3) months of employment.

Uses

Sick leave may be taken only for personal or immediate family illness. For purposes of this section, "immediate family" means any member of the employee's household for whom the employee is responsible.

Accrual

Employees will accrue paid sick leave hours each month, following each completed month of service, in the following increments and provided the following maximum accrual amounts:

Regular thirty-five (35) hours per week	Seven (7) hours per month – 84 hours per year
Regular forty (40) hours per week	Eight (8) hours per month – 96 hours per year
Firefighters	Eleven and two-tenths (11.2) hours per month – 134 hours per year

Sick leave shall accrue on the first day of the month. New employees who begin work on or before the 15th of any month shall accrue sick leave for that month; employees who begin work on or after the 16th of the month shall not accrue sick leave until the beginning of the following month.

Sick leave will accrue at the regular rate during paid sick leave. Sick leave will also accrue during paid vacation leave. Employees on paid workers’ compensation leave will accrue sick leave through the twelfth month of workers’ compensation leave. Sick leave does not accrue during any type of unpaid leave.

Amount

Sick leave, including absence for a part of a day that is chargeable to sick leave, must be used in quarter hour units. Regular, full-time employees are eligible to take no more than the amount of accrued leave. Unused sick leave will roll over from one calendar year to another and there is no limit to the amount of sick leave which may be accrued and carried over from year to year during employment.

Requests for Sick Leave

Requests for sick leave must be submitted in writing to your department director as far in advance as possible. The amount of advance notice required differs from department to department, due to differences in work schedules and departmental needs. Your department director will establish the amount of notice required for your department. Employees themselves must give notice of the need for sick leave. The City will not accept notice from spouses or others unless the employee is too ill to do so and substantiates that fact to the satisfaction of the City.

If it is not possible to request sick leave in advance because of the severity or suddenness of the illness, a request for sick leave must be made to your immediate supervisor before you are scheduled to work, except in extenuating circumstances which are substantiated. In the latter case, you must notify the department director as soon as possible, but in no event later than two (2) work days after the leave begins.

When you notify the City of the need for leave, you must also inform your immediate supervisor or department director of the reason(s) for the need for leave at that time. This is necessary in part for the City to determine if the leave is covered by the City's Family and Medical Leave Policy. Failure to explain the reason for the leave may be cause for denial of the request for leave.

Department Directors have the discretion to not approve usage of sick time on certain days (i.e. mandatory training days, day before or after a holiday) unless the sick leave qualifies for FMLA.

Abuse of Sick Leave

Employees may use sick leave only for the purposes stated in this section. Abuse of sick leave may result in disciplinary action up to and including termination of employment. Sick leave abuse may include, but is not limited to, using sick leave on repeated Mondays or Fridays, using sick leave on the day before or day after a holiday, and using sick leave as soon as it is accrued, thus not carrying an adequate sick balance over an extended period of time.

Return from Sick Leave

See the City's policy on absenteeism and tardiness for conditions and requirements related to return from sick leave.

Guidelines for Sick Leave Pay for Terminating Employees

Employees will not be compensated for unused sick leave upon separation from employment with the City. Employees who retire under the County Employees Retirement Plan ("CERS"), who were hired prior to January 1, 2014 may exchange up to six (6) months of accrued sick time for an equal amount of service credit towards retirement.

Donation of Vacation and/or Sick Leave

City employees may voluntarily donate sick or vacation time to an employee who meets the following criteria:

- The employee has a serious medical emergency that requires the employee to be off from work, or requires time off to care for an immediate family member who has had such an emergency. For purpose of this policy, “immediate family” means any member of the employee’s household for whom the employee is responsible.
- The employee does not have sufficient leave time to cover the absence required. All leave time of the employee must be exhausted before donated time can be used.
- The leave time requested must be for the employee or an immediate family member for which the employee has sole responsibility.
- The employee must furnish a medical statement from a physician verifying the medical need for leave.
- The employee must have a satisfactory time and attendance record.

The donation of time will be considered on a case by case basis. The maximum amount of time that can be donated to an employee is sixty (60) sick days in a 12-month period. (The Mayor may approve additional donated days in the event of extenuating circumstances.) A letter of request must be submitted to the Department Director. If the Director concurs with the situation, he or she will submit the documentation and request to the Director of Human Resources, who will in turn submit to the Mayor for consideration.

Employees Eligible for Disability Coverage

The City provides Long Term Disability coverage for all employees, which takes effect ninety (90) calendar days after the employee has a medical leave. Employees may purchase Short Term Disability coverage, which takes effect fourteen (14) days after the

employee has a medical leave. An employee who doesn't have sufficient time may request donated time to carry them to the beginning of disability coverage. Disability leave is discussed further in this chapter and Disability Insurance is discussed in Chapter 6, Benefits.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Overview

All employees who have completed one year of continuous employment and worked at least 1,250 hours during the previous 12-month period immediately preceding the commencement of the leave, shall be entitled to Family and Medical Leave (FML).

General Provisions

Under this policy, the City will grant up to twelve (12) weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in the *Family and Medical Leave Policy and Procedure*.

Eligible employees are entitled to request FML for the following events:

- The birth of a child and in order to care for the child.
- Receiving an adopted or foster child into the home.
- To care for a spouse, child, or parent with a serious health condition.
- Any personal health condition of the employee that prevents the employee from performing the essential functions of his or her job.
- To serve as a caregiver for an ill or injured active member of the U.S. Military
- Any qualifying exigency (critical situation) related to military service.

There are specific forms that are used for the administration of the Family and Medical Leave Act. To obtain the correct forms or to ask questions, please visit the Human Resources Department. A more detailed policy regarding FMLA is located in the back of this handbook.

PREGNANCY LEAVE

Employees eligible for leave for the birth of a child under the City's Family and Medical

Leave Policy are eligible for pregnancy-related leave pursuant to the terms of that policy. Employees who are not eligible for Family and Medical Leave are eligible for leave on the same terms as other employees with temporary medical conditions. Refer to the City's Disability Leave Policy, which is contained in this handbook.

BEREAVEMENT LEAVE

The City recognizes that the occurrence of a death in the family of an employee may require the absence from work of that employee for a period of time. Regular, full-time employees may take a maximum of three (3) work days' leave with pay to attend to funeral matters in cases involving the death of an immediate family member and one (1) work days' leave with pay to attend to funeral matters in cases involving extended family members.

Immediate:

- Parent
- Brother
- Sister
- Spouse
- Child
- Step-child

Extended:

- Mother-in-law
- Father-in-law
- Son-in-law
- Daughter-in-law
- Grandparent
- Grandchild
- A relative for whom the employee is directly responsible.

A reasonable extension of time or exception may be granted at the discretion of the Mayor in the case of extenuating circumstances.

WITNESS AND JURY DUTY LEAVE

Full-time employees who are summoned to jury duty will be paid their regular salary or pay rate during their active periods of jury duty. Such employees are required to remit

to the City the monetary allowance they receive from the court for jury service. Employees other than full-time employees are given time off without pay for jury duty and are permitted to keep allowances received from the court. All employees are expected to return to work on any day that jury service takes less than the entire working day.

All employees will be given time off without pay if summoned to appear in court as a witness or a party in any case not arising out of official City business.

To qualify for witness or jury duty leave, employees must submit to their supervisor a copy of the summons to serve as a juror or the subpoena to appear as a witness as soon as the summons or subpoena is received. In addition, proof of service must be submitted to the supervisor when the period of jury service or witness duty is completed.

The City will make no attempt on an employee's behalf to have jury service postponed unless a business emergency requires such action.

DISABILITY LEAVE

Any employee who is physically unable to work, including female employees recovering from childbirth and employees, who have suffered a work-related injury, may be entitled to leave in accordance with the City's Family and Medical Leave Policy. Employees who are ineligible for Family and Medical Leave may request an unpaid leave of absence under this Disability Leave Policy until such time as they are able to return to work, provided that they return to work within six (6) months from the date when the original leave of absence began (including any Family and Medical Leave preceding the disability leave). The Mayor, in consultation with the Director of Human Resources and appropriate City directors, will review requests made under this policy and either grant or deny each request as appropriate.

Requests for leave under this policy must be supported by a physician's written verification of the need for such leave. The City reserves the right to require additional information if it needs clarification about the verification or has reason to doubt the verification's authenticity. The City also reserves the right to investigate suspected abuse of leave under this policy.

Employees taking leave under this policy must return to work as soon as they are able to do so. Unless provided otherwise by law and absent extenuating circumstances, if an

employee has not returned to work within six (6) months of when the leave of absence began, the employee's employment will automatically terminate on the six (6) month date, as will the employment of any other employee who has been absent from work for the same period of time. Employees terminated under this policy may reapply for employment at such time as they are able to work again. Employees terminated under this provision may be eligible for COBRA benefits and must contact the Human Resources Department for information and the completion of the appropriate forms.

Employees covered by this policy are required to use all accrued sick leave, vacation leave, and compensatory time, except for periods of leave covered by workers compensation insurance.

Any injury and/or illness arising from and in the course of employment with the City shall be reported to the department director immediately; in no instance shall the report be made later than twenty-four (24) hours after the occurrence.

Employees with work related injuries and workers compensation are approved to receive benefits. Employees who are on approved workers' compensation leave as a result of injury or illness shall continue to receive sick and vacation time; health, dental, and life insurance for a period not to exceed six (6) months. Employees must make arrangements to pay their share of their health insurance premiums, or it will be collected through payroll when the employee returns to work.

Employees taking Disability Leave

The City will continue to pay group health, life and dental insurance premiums of employees on disability leave for a period not to exceed six (6) months. Employees must make arrangements to pay their share of their health insurance premiums, or it will be collected through payroll when the employee returns to work.

The City will pay state incentive pay to qualified personnel while on workers' compensation or disability leave per incentive guidelines.

When an employee who has been on a disability leave under this policy is ready to return to work, the City will, if possible, return that employee to a position for which he or she is qualified and which resembles his or her former position as closely as circumstances permit. However, the City cannot guarantee that such an employee will be returned to the same job as before or, in fact, any job.

Depending upon the length of the absence and the City's needs, it may be necessary for the City to fill the employee's position with either a temporary or a permanent replacement. If no suitable positions are available when the disability leave ends, the City retains the discretion to terminate the employment of the employee on leave. However, the City will use reasonable efforts to keep a suitable position open.

TIME OFF TO VOTE IN ELECTIONS

All the City employees are encouraged to exercise their voting rights at all national, state and local elections. Work schedules will normally permit adequate time for employees to exercise their voting rights, either before or after normal working hours, and it is suggested that they utilize this period of time to vote whenever possible. Employees who vote in distant communities are encouraged to exercise their right to vote by absentee ballot so as to avoid absences from work. When this is not possible, employees will be allowed time off from regular duties for not more than four (4) consecutive hours for the purpose of voting, but only if a formal request is made in advance to your immediate supervisor. Supervisors have the discretion to decide when during the day employees may take time off to vote.

MILITARY LEAVE

Leaves of absence without pay for military duty are granted to full-time regular and part-time regular employees. If you are called to active military duty or if you volunteer for the same, you must notify your supervisor in advance and submit copies of military leave of absence subject to the following leave policy for the period of military service, in accordance with applicable federal and state laws. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Taking leave:

Pursuant to KRS 61.396, SB 133 and HB 380 any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States, of the Reserve Corps of the United States Public Health Service, shall be entitled to a leave of absence from their respective duties, while in the performance of duty or training in the service of this state or of the United States under competent orders. You must notify your supervisor in advance and submit copies of your orders to your supervisor as soon as practicable. In any one (1) federal fiscal year (October 1- Sept 30), employees, while on military leave, shall be paid their salaries or compensations for a

period or periods not exceeding twenty one (21) working days. A working day is defined as seven (7) hours for employees that work a thirty-five (35) hour week, eight (8) hours for employees that work a fourth (40) hours week, ten (10) hours for employees that work ten (10) hour days, and eleven and two tenths hours (11.2) for the employees that work twenty-four (24) hours with fourth-eight (48) hours off.

Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued. Military leave starts accruing on day one of employment and will be prorated during the initial employment year.

Employees will be allowed to use vacation time for any time over the twenty one (21) working days needed for military leave. When all time is exhausted, the employee will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. Eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Returning from leave:

***For periods of service of up to 30 consecutive days**

Must report back to work the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and safe transportation home, plus an 8 hour period for rest.

***For period of service of 31-180 days**

Must submit a written or verbal application for reemployment with the employer not later than 14 days after the completion of the period of service.

***For period of service of 181 days or more**

Must submit an application for reemployment not later than 90 days after completion of the period of service.

COMPENSATORY LEAVE

The City of Georgetown allows exempt employees who work in excess of their regularly scheduled work week to accumulate compensatory time which may be used as paid time off at a later date.

Exempt employees are eligible to accrue compensatory leave immediately upon employment. Exempt employees may accrue one quarter (1/4) hour of compensatory time off for each one quarter (1/4) hour in excess of their regular work week. A maximum of two hundred (200) hours of compensatory time off may be accrued and continued from year to year.

Scheduling of Leave

Exempt employees who have accumulated compensatory time off may schedule such time off with the advance approval of their department director or the Mayor, as the case may be. Compensatory time off must be taken in one quarter (1/4) hour units. The maximum allowable compensatory leave time which may be taken consecutively is five (5) days, unless otherwise approved in advance. Compensatory time off is subject to the same rules on scheduling and approval as vacation. The City also reserves the right to require employees to use accrued compensatory time off. All compensatory leave time must be used prior to termination of employment or it will be lost.

Guidelines for Compensatory Leave for Terminating Employees

The City will not pay for unused compensatory time.

Benefits

Subject to any limitations imposed by law, the City provides full-time, regular employees with a comprehensive insurance benefits package designed to assist employees and their legal dependents in the event of illness, injury, retirement or unemployment. The benefits package includes, but may not necessarily be limited to:

- Medical Insurance
- Group Term Life Insurance
- Dental Insurance
- Disability
- Retirement Plan
- Unemployment Insurance
- Workers' Compensation Insurance

All of the preceding becomes available to City employees on the first day of the month following the first day of work, except for retirement, unemployment and workers' compensation, which are available effective on the date of hire. Eligibility is also subject to any restrictions set forth under benefit plan documents or applicable law.

Health, life, dental, and retirement benefits are described more fully in summary plan descriptions, which are given to you once you are eligible to participate in these programs. Complete descriptions of these programs are contained in master contracts kept on file in the Human Resources Department.

The City may amend or terminate any of these employee benefit programs with or without prior notice or may require or increase employee premium contributions toward any of these benefits at its sole discretion. These reserved rights may be exercised even in the absence of financial necessity.

CONTINUING OR CONVERTING YOUR INSURANCE POLICY

You and your eligible dependents may have the right under federal law to continue to participate in the City's group health insurance plans for 18 to 36 months at your

expense, depending upon the nature of the triggering event, including but not limited to termination of your employment with the City or a reduction in work hours. You may also have the right under Kentucky law to convert your group life insurance policy to an individual policy upon termination of your employment.

The Consolidated Omnibus Reconciliation Act of 1985 (COBRA) permits employees leaving their employer to have the option of continuing some of their benefits (health insurance and dental insurance) at their own expense (in whole or in part as the law may provide). A person employed by the City who is enrolled in the employee health plan can choose to continue the insurance coverage if his or her position is lost due to reduction in hours or termination of employment. The spouse of an employee can choose to continue the coverage at his or her expense in the case of the death of the employee, termination of the employee, divorce or legal separation from spouse, or if the spouse qualifies for coverage by Medicare. Similar circumstances would permit the child of a separated employee to continue the coverage. Coverage may be continued for eighteen (18) months, and in some circumstances, up to three (3) calendar years. The Human Resources Department can provide more information on the COBRA options for affected employees and dependents.

DISABILITY INSURANCE

Subject to any limits imposed by law, the City offers a disability plan for its employees. The terms of this plan may change each fiscal year depending upon the plan adopted for that fiscal year. The City does not guarantee the continued provision of this benefit. Employees may obtain copies of the current disability plan from the Human Resources Department.

While on disability leave, and subject to other provisions in this handbook, employees shall accrue sick & vacation days for the first thirty (30) days. Thereafter, no sick or vacation time will accrue until the employee resumes active employment.

RETIREMENT PLAN HIGHLIGHTS

Full-time City employees are eligible to participate in the County Employees Retirement System (CERS). Each participating non-hazardous duty employee hired before September 2008 contributes 5% of gross salary or wages, and the City contributes an amount for each employee as well. Participating hazardous duty employees (firefighters and police officers) hired before September 2008 contribute 8% of gross salary or wages.

Employees hired after September 2008 contribute an additional, non-refundable 1% off their gross salary or wages to a health insurance contribution fund.

Contribution rates are established by the Kentucky Retirement Systems and may be subject to change. For further details, contact the Human Resources Department or the County Employees Retirement System.

WORKER'S COMPENSATION INSURANCE

The City complies with state laws requiring workers' compensation insurance coverage. In the event you have an injury or illness covered by workers' compensation insurance, the amount of benefits payable and the duration of payment depend upon the nature of your injury or illness. If you are injured or become ill on the job, you must immediately report this injury or illness to your supervisor.

UNEMPLOYMENT INSURANCE

Unemployment insurance is funded entirely by the City. The purpose of this insurance is to provide income to employees who have lost their job for any of a number of reasons. Unemployment compensation is not automatic, nor is the payment of benefits a decision made by the City. The right to collect benefits must be proven by the separated employee. Information concerning eligibility for benefits is available from the state unemployment office.

EDUCATION ASSISTANCE – GED OR UNDERGRADUATE COURSES

Employees who desire to further their education at an accredited vocational/technical school, college or university are eligible for reimbursement for tuition and the cost of books, up to a maximum of \$750 per fiscal year, provided they receive a grade of C or better (or an equivalent evaluation if a letter grading scale is not used) in each course for which reimbursement is sought. Reimbursement will be paid upon completion of classes and proof of grades from the institution.

The City will also pay the costs of testing and books for employees who wish to obtain a GED certificate.

Eligibility for education assistance requires prior approval of the Department Director, Director of Human Resources, the Finance Director and the Mayor; and is subject to availability of funds. Education under this policy also must be work-related in order to be eligible for assistance/reimbursement.

PHYSICAL FITNESS EXPENSE REIMBURSEMENT

In order to encourage employees to maintain physical fitness and good health, the City will pay eligible employees up to \$10.00 per month as reimbursement for dues or costs incurred by employees who enroll in a physical fitness class, health club, or similar program. This benefit is considered a taxable fringe benefit under applicable tax law. In order to be eligible for this benefit, employees must satisfy the following conditions.

- Provide proof of enrollment or membership to your Department Director.
- The program in which the employee is enrolled must provide proof of attendance by the employee to the Department Director.

Employment

JOB VACANCIES

5. Each department director, as established in the classification plan for the City, will designate those positions best filled by progression from within the department. For instance, the Chief of Police may designate the position of Captain would be best filled by a qualified Lieutenant from within the Police Department.
5. For these positions, designated and approved by the Director of Human Resources and the Mayor, postings will first occur internally within the Department. If internal qualified candidates from within the Department apply for the position(s), the selection will be made from this group. If no internal qualified candidates from the Department apply for the position, then candidates will be sought from the general City workforce and the general public. The City may simultaneously advertise from the general City workforce and the general public to secure applicants in the event no qualified applicants apply from within the City.
5. In determining whether to fill a position by promoting an existing employee, the City will consider the employee's ability to perform the duties of the position after a six (6) month probationary period, consistent with the City's Probationary Period policy, and as indicated by the employee's education, experience, and past performance as an employee of the City.
 - i. An employee who has been in their current position for less than six (6) months, who has been placed on probation by the City during their most recent evaluation period, or who has received a corrective action of written warning or higher in the last twelve (12) months will not be eligible to fill a job opening.
5. For all other positions, the City will seek qualified applicants from within the

general City workforce and from the general public simultaneously.

5. Prior to seeking applicants for job vacancies, the department director and the Director of Human Resources will review the job description and other appropriate material to establish the qualifications for the position. Once applications have been received, the department director and the Director of Human Resources will identify a sufficient number of the best qualified applicants to proceed with the selection process appropriate to the position.
5. In all cases, the City is the sole judge of an employee's or applicant's qualifications for a job opening.
 - i. To be considered for a position, an employee or an outside applicant must be certified as qualified by the Human Resources Department. To be qualified, the employee or outside applicant must possess the minimum qualifications required by the applicable job classification. The Human Resource Department's decision on an employee's or outside applicant's qualifications is final. The Director of Human Resources, however, shall review determination concerning qualifications in the event a reasonable question or objection is made.
 - b. If a suitable candidate for the position is not selected from the original group, the department director and the Director of Human Resources will review the remaining qualified applications and identify additional individuals to proceed with the selection process.
 - c. After the position is filled, the remaining qualified applications will be held for six (6) months or until the individual installed in the position has successfully completed the introductory period, whichever comes first.
5. If the position becomes vacant during this period, the retained applications will be reviewed and the selection process will proceed.
5. Notices of job openings which are to be posted internally will be made for five (5) working days. Temporary and part-time employees with at least 1000 hours of service with the City in the previous twelve (12) months may apply for internal postings. An employee on vacation or away in the service of the City will be allowed to request consideration for a posting made while they are away from

regular duty provided they do so on the day they return to duty.

5. Internal employees must use the City of Georgetown Internal Applicant Form to apply. This form is available in the Human Resources Department. External applicants must use the City of Georgetown Employment Application.
5. Advertisements for positions open to the general public will be made via the City's Website. The availability of positions posted on the website will be published in the local newspaper. The City may, on a case by case basis, utilize any additional methods to advertise openings as may be deemed necessary by the Director of Human Resources.
5. An applicant for employment with the City is a person, whether or not currently employed by the City, who has completed a City of Georgetown application for employment for a specific position.
5. All applications will be date stamped when received by the Human Resources Department. All applications must be received within the timeframe established for the opening.

10. The City of Georgetown will not accept unsolicited applications.

PROMOTIONAL PRE-QUALIFICATION FOR GEORGETOWN POLICE AND FIRE

In order to ensure timely filling of vacant positions in the City Police and Fire Departments through the promotional process, the City will pre-qualify members of these departments for the positions in which they have interest and the proper qualifications. This objective will be reached by following the guidelines established in this policy. This policy will work in conjunction with the "Job Vacancies" section above.

Georgetown Fire Department

- I. Once each year, the Georgetown Fire Department will post an announcement opening the promotional pre-qualification process for the position of Captain. Those interested in the position, with the proper qualifications, must designate their interest in the position by completing a City of Georgetown Internal Applicant Form and submitting it to the Human Resources Department within the specified

timeframe.

- a. The Director of Human Resources will conduct a personnel file review to determine the eligibility of each internal candidate. Ineligible candidates will be notified of their status.
 - b. The Fire Chief, or his appointee, will conduct the promotional pre-qualification process, including a position related exam, a panel interview and a practical exam. The results from this process will be posted once all steps are completed. Results will be posted using the last 4 digits of the internal candidate's social security number.
 - c. Depending on the number of applicants, at least the top three (3) internal candidates will be pre-qualified for the next opening. Once the position pre-qualified for becomes open, the qualifying candidates will then participate in an interview with the Fire Chief and Director of Human Resources. The Fire Chief may add others to this interview panel at his or her discretion. From this group, a recommendation for promotion will be made to the Mayor.
 - d. If the pre-qualified position does not become open in the time frame specified for pre-qualification (1 year for Captain), the process will be repeated at the designated interval. The pre-qualification status of internal candidates from the previous pre-qualification period will not be considered in the next pre-qualification process.
2. Promotion to the position of Battalion Chief, Fire Marshal, Fire Inspector and Assistant Fire Chief will not follow the promotional pre-qualification process. This job vacancy will be posted internally within the Fire Department, as the position becomes open. The Assistant Fire Chief and Battalion Chiefs will be appointed by the Mayor, upon recommendation from the Fire Chief.

Georgetown Police Department

- I. Once each year, the Georgetown Police Department will post an announcement opening the promotional pre-qualification process for the position of Sergeant. Once every two (2) years, the Georgetown Police Department will post an announcement opening the promotional pre-qualification process for the position of Lieutenant. Those interested in the position, with the proper qualifications, must designate their interest in the position by completing a City of Georgetown Internal

Applicant Form and submitting it to the Human Resources Department within the specified timeframe.

- a. The Director of Human Resources will conduct a personnel file review to determine the eligibility of each internal candidate. Ineligible candidates will be notified of their status.
 - b. The Police Chief will conduct the promotional pre-qualification process, including a position related exam and a panel interview. The results from this process will be posted once all steps are completed. Results will be posted using the last 4 digits of the internal candidate's social security number.
 - c. Depending on the number of applicants, at least the top three (3) internal candidates will be pre-qualified for the next opening. Once the position pre-qualified for becomes open, the qualifying candidates will then participate in an interview with the Police Chief and Director of Human Resources. The Police Chief may add others to this interview panel at his or her discretion. From this group, a recommendation for promotion will be made to the Mayor.
 - d. If the pre-qualified position does not become open in the time frame specified for pre-qualification (1 year for Sergeant and 2 years for Lieutenant), the process will be repeated at the designated interval. The pre-qualification status of internal candidates from the previous pre-qualification period will not be considered in the next pre-qualification process.
2. Promotion to the position of Captain and Assistant Police Chief will not follow the promotional pre-qualification process. These job vacancies will be posted internally within the Police Department, as the positions become open. The positions of Captain and Assistant Police Chief will be appointed by the Mayor, upon recommendation from the Police Chief.

RESIGNATION AND RETIREMENT

Any employee may resign their position at any time, but the City requests that he or she notify the City in writing at least two (2) full workweeks in advance of his or her intent to resign and the effective date of the resignation. This written notice should be given to your supervisor and department director.

Advance notice allows the City to schedule an exit interview with the departing employee, which in turn enables the City to better serve all of its employees. All exiting employees must make an appointment with the Human Resource Department to

complete all personnel, retirement, and exit interview forms.

Employees who plan to retire are urged to provide the City with a minimum of sixty (60) calendar days' notice. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

TERMINATION

Termination initiated by the City will be handled in accordance with the policies in this handbook and applicable law.

REFERENCES

Any request from outside the City for reference information regarding current or former employees must be referred to the Director of Human Resources.

RE-HIRING OF PAST EMPLOYEES

Past employees of the City of Georgetown, who left on good terms, are eligible for re-hire. Leaving on good terms includes the following: voluntary separation, giving at least two weeks' notice prior to termination, providing an exit interview and repaying any monies owed the City for uniforms or health insurance premiums.

Employees who seek re-hire are subject to the same procedures as candidates who have never worked for the City of Georgetown. They must respond to job advertisements as instructed and participate in the interview process. If chosen for a position, past employees who have been separated from employment with the City for less than three (3) months may have their seniority reinstated for pay purposes only. This does not entitle the employee to seniority based shift assignments, vacation accruals or any other benefit tied to seniority.

Safety and Security

HEALTH AND SAFETY

The City desires to provide a safe and healthful working environment for its employees. Accordingly, the City makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The City's policy is aimed at minimizing the exposure of our employees, customers, and other visitors to our facilities to health and safety risks. To accomplish this objective, all City employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses. The responsibilities of all employees of the City in this regard include, but are not necessarily limited to:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
- Reporting unsafe conditions, equipment, or practices to supervisory personnel;
- Using safety equipment provided by the City at all times;
- Conscientiously observing all safety rules and regulations at all times;

- Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them or their co-workers; and
- In appropriate or required circumstances, attending City sponsored safety classes.

LOSS CONTROL POLICY

Employees are responsible for basic safety precautions for the protection of themselves and others. Employees shall learn and observe building escape routes and procedures designed to ensure safety in case of emergencies.

Workers' Compensation statistics demonstrate that many job injuries are related to employee failure to observe fundamental safety precautions. The following list of general safety rules will help employees avoid injury while on the job. Disciplinary penalties may be imposed if these safety rules are ignored. Violations may result in denial or reduction of Workers' Compensation benefits. Reporting all injuries, no matter how insignificant will help eliminate dangers on the job.

GENERAL SAFETY RULES

- Immediately report and correct all unsafe conditions to your appropriate supervisor.
- Lift and handle materials safely. Do not hesitate to ask for help in lifting heavy loads. Always push rather than pull a load unless safety standards require otherwise.
- Keep traffic lanes, floors, and stairways free from tripping hazards. Keep work areas dry, clean, and orderly at all times.
- Do not improvise work procedures if safety is sacrificed for the sake of production.
- Know what to do and where to go in case of fire, tornado, or other disaster.

- Know the locations of fire extinguishers and how to use them properly.
- Drive safely when operating motor vehicles. Observe posted speed limits and wear seat belts.
- Operate only the equipment for which you are qualified and authorized.
- Do not wear rings, wristwatches, bracelets, neckties, or long sleeves around moving machinery or equipment.
- Ensure that machine safety guards are in place at all times when operating machines.
- Use only properly sized heavy-duty extension cords if it is necessary and required to operate heavy duty equipment since electrical overloads can cause fires.
- Observe “NO SMOKING” signs in the vicinity of all flammable liquids.
- Store flammable liquids such as fuels and solvents in approved safety cans.
- Observe the City’s Drug Free Workplace policy.
- Ensure compliance with all aspects of the OSHA regulations.
- Refer to Occupational Safety and Health Standards for General Industry (29 CFR 1910), or Occupational Safety and Health Standards for Construction (29 CFR 1926) for more detailed and/or specific regulation information.
- Adhere to the *Exposure Protection Plan for Police, Fire and Public Works Departments* as applicable.

- Adhere to the *Fleet Policy and Procedure* when applicable.

Accident Reporting and Worker's Compensation Claims Management

In an effort to better manage workplace accidents and Worker's Compensation claims, all accident reporting, doctor visits, follow up visits, OSHA recordkeeping, etc. will be handled entirely by the Director of Human Resources. Please follow these instructions and use the attached forms with your injured workers.

Injured workers are to make a written report of their injury as soon as possible.

The City of Georgetown Accident Report is to be used.

- If the injury requires emergency care and the employee cannot drive him/herself to the treatment facility, the injured worker should be transported to the local hospital's ER by ambulance (if life threatening) or by the employee's supervisor (if non-life threatening). The accident report can be completed once released from emergency care. The accident report should be submitted to the supervisor and then forwarded to Human Resources. The injured employee and/or their supervisor should call Company Nurse to report the injury.
 - If the injury does not require emergency care, the injured worker should complete the accident report and submit it to their supervisor and Human Resources prior to seeking treatment.
1. Injured workers will be seen by a qualified medical professional at the first available opportunity. **All initial evaluations will be performed at Bluegrass Business Health or Balanced Care.** Injured workers who are seen at the Emergency Room may be asked to follow up with Bluegrass Business Health or Balanced Care. Per state law, employees may designate a physician after their initial visit.
 2. Injured workers will submit for a drug screen either at the Emergency Room, at Bluegrass Business Health or at Balanced Care. Failure to submit will result in termination of employment, thus it is the responsibility of the employee to remind the treatment facility of the need for a drug screen.
 3. Injured workers will, upon leaving the treatment facility, immediately report to the Human Resources Department with all paperwork related to their medical visit. Every effort will be made to accommodate injured workers who are given work restrictions.

4. Injured workers who require follow up treatment or evaluation will make every effort to schedule those appointments outside of normal work hours. The Human Resources Department must be contacted when follow up appointments are necessary and employees missing work time for doctor's appointments will be required to complete an **Absence Authorization Form**.

5. Injured workers who do not require or request medical treatment at the time of the injury must complete the **City of Georgetown Accident Report**. The employee can designate that no medical treatment is necessary. Should treatment become necessary later, the report will serve as notice of the accident.

Workplace Ethics

CONFLICTS OF INTEREST

The vitality and stability of the government of this City depend upon the public's confidence in the integrity of its elected and appointed officers and employees. Whenever the public perceives a conflict between the private interests and public duties of a City officer or employee, that confidence is imperiled.

The government of this City has a duty to provide its citizens with standards by which they may determine whether public duties are being faithfully performed, and to make its officers and employees aware of the standards which the citizenry rightfully expects them to comply with while conducting their public duties. Accordingly, all City employees are required to comply with the City Ethics Ordinance 94-031, enacted December 1, 1994 and codified in Sections 2-311 through 2-382 of the City's Code of Ordinances. Please consult this ordinance for specific rules concerning conflicts of interest and other prohibited conduct. The City's Code of Ordinances is available for inspection online at the City's website, or in hard copy form at the City Clerk's office.

There also are various statutes that address conflicts of interest for City employees. Those statutes include, but are not necessarily limited to, KRS 61.080, KRS 61.252, KRS 61.300, and KRS 61.310. Employees are encouraged to become familiar with statutes that apply to their position well before a potential conflict arises.

EMPLOYMENT OF RELATIVES

The City permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the City, create actual or perceived conflicts of interest, such as actions and arrangements that violate Section 2.361 of the City's Code of Ordinances (Nepotism).

- For purposes of this policy, "relative" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin and corresponding in-law, step or half relations.

- Relatives are permitted to work for the City, provided no direct supervisory or management relationship exists. That is, there must be at least one level of supervision between family members.
- Relatives are permitted to work in the same department, in the same rank and/or without a level of supervision between them only if they are working different shifts or at different locations.
- No relatives are permitted to work in any positions in which the City believes an inherent conflict of interest may exist.
- If a marriage creates a situation in conflict with either this policy or Section 2-361 of the City's Code of Ordinances (Nepotism), it is the responsibility of the employee to, as soon as practicable, disclose the corresponding relation to their supervisor and the Director of Human Resources. The City will make every effort to transfer one of the employees, at the earliest opportunity, to a position the City deems satisfactory to accommodate the new relation.

This policy applies to all categories of employment at the City, including full-time, part-time and temporary classifications. This policy supplements Section 2-261 of the City's Code of Ordinances (Nepotism) and is not meant to supersede it. Section 2-361 of the Code shall be followed with respect to the hiring, oversight and discipline of family members, as that term is defined in Section 20314 of the Code, and shall control to the extent there is any perceived conflict between that section and this policy. The City's Code of Ordinances is available for inspection online at the City's website, or in hard copy form at the City Clerk's office.

OUTSIDE EMPLOYMENT

The City depends on you to devote your full attention and effort to the duties to which you have been assigned. Employment with the City is your primary responsibility. Outside employment is generally permitted, subject to the conditions of this policy and applicable law.

Outside employment will not be considered an excuse for poor performance, absenteeism, tardiness, or refusal to work overtime. Should the outside employment cause or contribute to any of these situations, it must be discontinued.

Employees are strictly prohibited from giving the appearance that they are engaged in City business or acting on behalf of the City while engaged in outside employment. An example is wearing a City uniform or other item of clothing identifying you as a City employee while engaged in outside employment.

If you have questions about whether outside employment complies with this policy, please contact the Director of Human Resources.

POLITICAL ACTIVITIES

City employees shall not engage in political activity during working hours or engage in political activity while wearing a uniform or other apparel identifying the employee as employed by City. No employee, as a condition of employment or continued employment, will be required by the City to contribute to or campaign for any candidate for political office.

All employees must abide by the provisions of the Federal Hatch Act, whenever applicable. City employees may not use official authority or influence for the purpose of interfering with or affecting the result of a public election or a nomination for public office. Employees may not directly or indirectly coerce, command or advise a state or local official or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.

Employees are free to vote as they choose, express opinions on political subjects and candidates, and participate in campaigns, provided such participation is not prohibited by this policy or the City's Code of Ethics or otherwise in contravention to the obligations of one's employment with the City.

Following is a list the political activities you may and may not engage in as a City employee:

You May:

- Register to vote and vote.
- Express your political views and opinions.

- Voluntarily contribute to a political party, group, organization and/or individual.
- Attend political rallies, receptions, and parties.
- Be a member of a political party or group, or hold office in a political group and carry out the mandates of that group, provided it is done while off duty and out of uniform.
- Join political clubs.
- Display political stickers/posters at your home, wear political badges or buttons while off duty and out of uniform, and display political stickers on your private automobile.
- Work at polls on election days if off duty and out of uniform.
- Aid in registration or legal purgation of voters while off duty and out of uniform.

You May Not:

- Wear political badges, buttons, or political stickers while on duty at work or in uniform.
- Campaign for a political candidate while on duty at work or in uniform.
- Serve as a registered checker, watcher, or challenger at the polls during counting of votes.

- Take an active part in the conduct of a political rally or promote similar partisan activity while on duty at work or in uniform.

If you have any questions regarding whether you may or may not be involved in any political activity, ask your Department Director or the Director of Human Resources.

CONFIDENTIAL INFORMATION

It is the policy of the City that all information concerning the City's official business, including personnel matters, is confidential unless it is officially released or disclosure is required by law. Unauthorized disclosure of such information is a basis for disciplinary action up to and including termination.

Examples of confidential information include:

- Criminal investigations by the police department
- Financial matters
- Information that must be controlled on a strict need-to-know basis
- Contents of an envelope or package indicating that it is to be opened only by the individual to whom it is addressed or by the person designated to act in his or her absence
- Personnel matters (for example, disciplinary action, contents of personnel files, medical information, performance appraisals, layoffs, or controversies between employees or supervisory personnel relating to employment matters)

Any employee who is responsible for reproducing confidential information ("reproduction" in this context includes typing or writing something down) should make sure that access is limited only to others with a need to know. If the nature or volume of the information being reproduced makes controlled access impractical, area controls

should be instituted until the work is completed.

Employee Grievance Procedure

EMPLOYEE GRIEVANCES

Employees are expected to follow all City of Georgetown policies and the directions of the immediate supervisor. At times employees will misunderstand or disagree with a supervisor's directive or action. Ordinarily, such misunderstandings and disagreements can be resolved through informal communication. The City of Georgetown has established this Grievance Procedure for employees who are unable to satisfactorily resolve misunderstandings and disagreements with a supervisor through informal communication.

The Grievance Procedure outlined in this section should not be used to bypass normal lines of authority, or informal techniques of conflict resolution. Except when a grievance concerns an immediate supervisor's directive or action, disagreements or complaints should be brought to the attention of the immediate supervisor prior to filing a grievance. A grievance is appropriate only after reasonable effort is made to resolve the conflict. Decisions shall be based on substantial evidence in the record, meaning sufficient relevant evidence gathered during consideration of the grievance as would persuade a reasonable person to support the conclusion.

The foregoing notwithstanding, all grievances shall be decided in management's sole discretion.

When the Grievance Procedure is Appropriate

A grievance may be appropriate in situations including, but not limited to:

- (1) Alleged unfair policy-related decisions and/or interpretation;
- (2) Disciplinary action, except those disciplinary actions issued by the Mayor;
- (3) Denial of leave time;
- (4) When an employee believes he or she has been: harassed, discriminated against or retaliated against.

Examples of complaints, which are not grievable, include, but are not limited to:

- (1) Disagreement with City of Georgetown policy;
- (2) Suspension or termination of employment.

If at any time, an employee believes he or she is being threatened, harassed or retaliated against because a grievance has been filed, the employee should contact the Human Resources department.

Grievance Process

Step 1. Discuss conflict with immediate supervisor. The employee shall attempt to resolve the conflict through informal communication with the immediate supervisor. If the employee is not satisfied with the supervisor's response or does not receive a response within five (5) business days, the employee may elect to file a formal grievance.

Step 2. Filing a formal grievance. If the employee is not able to resolve the conflict through the immediate supervisor, a formal written grievance shall be filed with the Human Resources Department. If the complaint involves the Human Resources Director, the grievance shall be filed with the Mayor. A formal grievance shall be in writing, on the "Employee Grievance Form". The formal grievance shall include a brief statement of the employee's grounds for filing the grievance, including as appropriate, what happened and when, who was responsible for the action complained of, why the employee believes the action is inappropriate, and what relief the employee is seeking.

Step 3. Grievance Hearing. The Human Resources Director shall determine whether the subject of the formal grievance is properly considered through the grievance procedure. If the subject of the grievance is not appropriate for this process, the employee shall be informed of that decision. If the employee that filed the grievance believes the finding of inappropriateness is in error, he or she may appeal that decision to the Mayor. This appeal shall be limited to the question of whether the subject is appropriate for the grievance procedure.

If the Human Resources Director determines the issue is appropriate for the Grievance Procedure, the employee shall be granted a hearing, if requested. The Human Resources department will notify the employee and all others necessary to the resolution of the grievance of the date, time, and place of the hearing. A good faith effort shall be made to schedule the hearing within a reasonable time after the grievance is filed. Guidelines for conducting the hearing are set forth below.

Step 4. Decision. The employee shall receive a written decision within ten (10) working days after the hearing. Decisions shall be based on substantial evidence in the record. In the event the employee disagrees with the decision, he or she may appeal it to the Mayor. This appeal to the Mayor must be filed in writing with the Human Resources

Department within five (5) working days after receiving the initial decision. The Human Resources department will notify the appropriate persons of the appeal.

Step 5. Appeal. The Mayor shall conduct a review of the grievance decision. The Mayor may request other persons involved in the matter to supplement the record. This review is the final step in the City of Georgetown's Grievance Procedure. The Human Resources department will notify the appropriate persons of the pending review. The Mayor shall render a written decision upon completion of the review. This decision shall be made by the Mayor and will be given to the employee within ten (10) working days after completion of the hearing. A decision made following an appeal hearing is the City of Georgetown's final decision.

Guidelines for the Conduct of Grievance and Appeal Review

- (5) Employees may present witnesses, documents, or other evidence. The proceeding shall not follow formal evidentiary rules. Evidence shall be limited to matters pertinent to the grievance, with leeway afforded.
- (2) The person presiding over a hearing may ask questions of any witness. The person presiding may also call witnesses to present additional evidence, if it appears such additional witnesses would assist resolution of the grievance.
- (3) During the hearing, the employee may ask questions of any witness;
- (4) Decisions rendered by the person presiding over a hearing shall be based on substantial evidence in the record, meaning sufficient relevant evidence gathered during consideration of the grievance as would persuade a reasonable person to support the conclusion.
- (5) The employee, for good cause, may request a hearing be rescheduled. Requests to reschedule shall be made in writing and delivered to the Human Resources department at least two (2) days before the hearing. The decision to reschedule a hearing shall be in the sole discretion of the Human Resources Director.
- (6) The person presiding over the hearing may proceed to a determination of the grievance if the employee fails to appear for the hearing after proper notice.
- (7) Should the Human Resources department determine resolution of the grievance should be expedited or delayed, he or she may refer the matter to the Mayor. The Mayor may modify the grievance procedure timetable in the interest of the City of Georgetown's operation.

(8) If an employee requires a reasonable accommodation in connection with a grievance hearing or other aspect of the Grievance Procedure, he or she should contact the Human Resources department.

ALTERNATIVE DISPUTE RESOLUTION PROGRAM (MEDIATION)

The City has established a mediation program in conjunction with the Kentucky League of Cities. Nothing about the mediation program is intended to replace any right or provision set out in the Kentucky Policeman's Bill of Rights.

All City employees hired after November 1, 2008 must agree to participate in this program as a condition of their employment with the City. As part of the program, all employees must participate in mediation in good faith before filing a claim, complaint or suit in any federal, state or administrative forum for any claim, dispute or controversy, other than workers' compensation or unemployment insurance, arising out of or relating to my employment with the City.

City employees are strongly encouraged to try the City's grievance procedures wherever possible before they request mediation under this program.

Chapter 11

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 requires the City to provide and maintain a drug-free workplace for its employees and to issue a policy statement notifying employees of the City's obligations under the act. Since violations of the act by an employee could expose the City to significant adverse consequences including the potential loss of federal grants the City intends to enforce its drug-free workplace policy as diligently and strictly as possible. As such, the City of Georgetown has a zero tolerance policy.

The act prohibits any employee of the City from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

The act also requires all employees to:

1. Agree, as a term and condition of employment, to abide by the term of the act; and,
2. Notify the City of criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

The City will enforce its drug-free workplace policy through disciplinary action up to and including immediate termination for any employee who violates the act in any respect.

A full copy of the City of Georgetown Drug and Alcohol Free Workplace policy can be found in the back of this handbook.

Employee Conduct

The City has adopted the following standards of conduct. These standards describe the work-related behavior expected of all employees. City management may interpret these standards as necessary in order to administer them fairly, efficiently and in the best interest of the City. These standards do not create any rights to employment and adherence to these standards is not a guarantee of continued employment with the City.

VIOLATIONS OF THESE STANDARDS OF CONDUCT MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

PERSONAL APPEARANCE AND DEMEANOR

Discretion in style of dress and behavior is essential to the City's success. We regularly have important visitors, and their impression of the City's professional capabilities is often based upon what they see during their visit. We want them to leave with the impression that we are a highly professional organization. Employees are therefore required to dress in appropriate attire and behave in a professional, business-like manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the City.

Employees are also required to keep their work environments clean and orderly. Before departing in the evening, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

ABSENTEEISM AND TARDINESS

The City expects all employees to be responsible in their attendance and promptness. Recognizing that illness and injuries do occur, the City has established sick leave, family and medical leave and disability policies.

All employees are expected to be prompt in reporting to work in the morning and

returning from lunch or from other absences from the workplace. An employee who anticipates being more than ten (10) minutes late in reporting or returning to work must call his or her supervisor or department director.

Should you be unable to work because of illness, you must notify your supervisor in accordance with departmental requirements on each day of your absence, unless you are granted an authorized medical leave, in which case different notification procedures apply. Failure to properly notify the City results in an unexcused absence. Any employee who is absent for three (3) consecutive working days without proper notification to the employee's immediate supervisor will be deemed to have abandoned his or her employment.

Except as provided otherwise in this handbook, if you are absent for more than three (3) consecutive work days, or for more than three work days within a five (5) work day period, you must provide a physician's certificate that you are fit to return to work before you will be permitted to return to work. In such instances, the City reserves the right to also require you to submit to an examination by such physician as the City may designate.

When a pattern of paid sick leave indicates possible abuse (e.g., absences on Mondays, Fridays or before or following holidays or vacation, using sick time as soon as it is accrued and not carrying an adequate balance over an extended period of time), the City may investigate an employee's use of paid sick leave. The City may investigate an employee's use of paid sick leave at any other time there is a reasonable basis to suspect abuse.

The City may require you either to submit a statement from your physician that you were sick and unable to work, or to be examined by the City's designated physician, in instances including, but not limited to, where abuse of the paid sick leave policy is suspected.

Excessive absenteeism or tardiness, as determined in the judgment of the City, will be grounds for disciplinary action, up to and including termination. An absence is defined as unexcused time away from scheduled work of more than one (1) hour. A tardy is defined as time away from scheduled work of less than one (1) hour, whether it be arriving late or leaving early. Absences and tardies will be tracked on a rolling year basis.

1 unexcused absence	Level 1	Written Warning
2 unexcused absences	Level 2	Final Written Warning
3 unexcused absences	Level 3	Termination
4 tardies	Level 1	Written Warning
8 tardies	Level 2	Final Written Warning
12 tardies	Level 3	Termination

GUIDELINES FOR APPROPRIATE CONDUCT

As a City employee you are expected to accept certain responsibilities concerning matters of personal conduct and to exhibit a high degree of personal integrity at all times. You must respect the rights and feelings of others, and refrain from any behavior that might be viewed unfavorably by the public at large. Whether you are on duty or off duty, your conduct reflects upon the City. You are consequently encouraged to observe the highest standards of professionalism at all times.

Should your performance, work habits, attitude, conduct or demeanor become in any way unsatisfactory in the judgment of City management, you may be subject to disciplinary action, up to and including termination of your employment.

Kinds of behavior that the City considers unacceptable include, but are not limited to, the following:

- Falsifying employment records or other City records
- Violating the City's nondiscrimination or anti-harassment policies
- Soliciting or accepting gratuities from vendors or others
- Excessive absenteeism
- Chronic tardiness
- Unnecessary or unauthorized use of supplies, including but not limited to personal use of supplies.
- Reporting to work intoxicated or under the influence of non-prescribed drugs, or

the illegal manufacture, possession, use, sale, distribution, or transportation of drugs or alcohol

- Fighting
- Using obscene, abusive or threatening language or gestures
- Theft of property from the City, its residents or employees
- Disregard of safety or security rules
- Insubordination
- Disclosing confidential information about the City or its employees
- Recording conversations with supervisors, directors or City officials without their knowledge and consent.
- Misuse of City funds
- Conviction of a felony, a high misdemeanor, a misdemeanor for which jail time is possible or a crime involving moral turpitude; or the commission of acts of moral turpitude; either at or outside the workplace
- Damaging or destroying City equipment or property
- Failure to perform satisfactorily in critical incidents, including but not limited to meeting deadlines
- Failure to perform assignments satisfactorily
- Failure to attend training related to one's position where required by law or directive from City management
- Improper use or abuse of sick leave or other benefits
- Gambling on duty

- Failure to follow City rules and policies, regardless of whether the policy specifically addresses the possibility of discipline and/or termination
- Engaging in other employment which conflicts with the City's interests without first obtaining City approval
- Unexcused absences or leaving work without authorization
- Willful neglect or abuse of City property
- Excessive use of City telephones or computers for personal matters
- Failure to follow City policy on travel expenses

Workplace Violence

- (1) The safety and security of all employees is of primary importance to the City. Threats, abusive behavior, or acts of violence against employees, citizens, or other individuals by anyone on City property or off City property while performing job duties related to the City will not be tolerated. Actions of this nature will lead to referral to appropriate law enforcement agencies for arrest and prosecution. City employees who exhibit this type of behavior will be disciplined or discharged. The City may take any necessary legal action to protect its employees.
- (2) Any person who makes threats, exhibits threatening behavior, or engages in violent acts on City premises shall be removed from the premises as quickly as safety permits and shall remain off City premises pending the outcome of an investigation. Any employee who makes threats, exhibits threatening behavior, or engages in violent acts while in performance of his or her employment duties shall be immediately suspended, pending the outcome of an investigation of the incident. Following investigation, the City will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.
- (3) All employees are responsible for notifying City management personnel of any threats that they witness or receive or that they are told another

person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed, that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on a City controlled site or is connected to City employment or City business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The City understands the sensitivity of the information requested and will respect the privacy of the reporting employee to the extent allowed by law. The City will endeavor to maintain the anonymity of a reporting party to the extent feasible for cooperation with appropriate law enforcement officials.

Chapter 13

General Information

SMOKING

Smoking in City buildings is prohibited.

Smoking is not permitted within 25 feet of any City building entrance.

Smoking is not permitted in City owned vehicles.

TELEPHONE PROCEDURES

When you call any place of business as one of its current or potential customers, you expect courtesy, and this affects your feelings about the company as a whole. Likewise, the citizens of Georgetown and others judge us by our courtesy in answering the telephone, taking messages and conversing on the telephone. Often the telephone is the only contact people have with us, and courteous telephone calls will always greatly enhance the respect which others have for the City. Therefore, when answering the telephone you should:

- Answer all calls promptly and pleasantly; keep a “smile” in your voice.
- Always identify yourself when you answer.
- Take messages when appropriate.
- Make inquiries tactfully.
- Give your undivided attention to the caller.
- Avoid unnecessarily long conversations.
- Treat the telephone as one of your most valuable tools.

INTERNET USAGE

The Internet is a tremendous resource, but it is also a source of material that is entirely unrelated to the work of the City (i.e., games, pornography, etc.). Some information on the Internet may be protected by copyright laws, the downloading of which could be a copyright infringement. The Internet is also a source of destructive computer viruses. Improper use of the Internet at work can also be a distraction that takes employees away from their regular work. Therefore, the City has established the following policies on Internet use. These policies apply to employee access of the Internet using City computers.

5. City computers and their content, including e-mail and the City's computer system, are owned by the City and are to be used solely for City business, though some limited, incidental personal use of City computers for personal business will be tolerated unless it is abused. Personal access to the Internet on City computers is also allowed **within limits**. However, no City computer will be used to access or download material from any Internet site or source where the principal content or any portion of the content of the site or source is sexually oriented or where the employee has reason to believe the information being accessed may be defamatory, offensive or irresponsible. Further, no employee shall use a City computer and Internet access to send offensive or defamatory messages, such as sexual or racial slurs, nor to send offensive or inappropriate materials inside or outside of the City.
5. In accordance with the City's policy on sexual harassment, employees are prohibited from using a City computer and the Internet to access or attempt to access any Internet site or source where the principal content or any portion of the content of the site or source is sexually oriented. Employees are prohibited from displaying on their computer screens any sexually oriented materials, pictures or images which the employee accesses from an Internet site or source.
5. Employees are prohibited from using their computers or any City computer and the Internet to communicate, transfer or disseminate trade secrets, confidential City data or information, or to "leak" confidential information.
5. Employees are cautioned that downloading material from the Internet might be considered making a copy of it under the copyright laws and, therefore, if the material is copyrighted, that would be an infringement of the law. All employees should be sensitive to this concern and, if there is any doubt as to whether or

not something can be downloaded, speak with your department director in advance.

5. Employees have no privacy rights or any expectation of privacy in the use of their City computer or any City computer, including Internet usage and access. Employee Internet access and use, as well as e-mail use, may be monitored and/or audited from time-to-time and all employees who use City computers are deemed to have consented that the City has the right to do this.
5. Any employee who becomes aware of a violation of this Internet policy should immediately report the violation to his or her supervisor, department director, or Human Resources.

Social Media

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates who work for the City of Georgetown.

1. The City may utilize social media and social networking sites to further communicate with citizens.
2. The intended purpose behind establishing the City's social media sites is to disseminate information from the City and to encourage discussion about city issues, operation and services by providing members of the public the opportunity to participate in many ways by using the Internet.
3. For purposes of this policy, "social media" is understood to be content created by individuals, using the internet. Examples of social media include Facebook, blogs, Instagram, RSS, YouTube, Second Life, Twitter, LinkedIn and Flickr.
4. For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on the City's social media site.
5. The establishment and use by any city department of city social media sites are subject to approval by the Mayor or his/her designee.

6. City social media sites should clearly state they are maintained by the city and that they follow the City's Social Media Policy. All social media sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.
7. The site should adhere to all applicable state, federal and local laws, regulations and policies including City information technology and records management policies.
8. The designated coordinator of the social media site will monitor content on the social media site to ensure adherence to both the City's Social Media Policy and the interest and goals of the City. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the designated coordinator, including time, date and identity of the poster, when available.
9. The City's website is georgetownky.gov and will remain the City's primary and predominant internet presence. All City social media sites shall clearly indicate they are maintained by the City and shall have the government's contact information prominently displayed. Whenever possible, the City's social media sites should link back to the City's official website for forms, documents, online services and other information necessary to conduct business with the City.
10. All social networking coordinators shall be trained regarding the terms of the Social Media Policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy. When possible, the City's IT securities policies shall apply to all social networking sites and articles.
11. Employees representing the City via the City's social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
12. In regards to comments placed on the social media site, the following guidelines are in force:

- a. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
- b. The City's social media sites prohibit the posting of content and/or comments containing any of the following:
 - 1. Comments not topically related to the particular site or blog article being commented upon;
 - 2. Profane language or content;
 - 3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - 4. Sexual content or links to sexual content;
 - 5. Solicitations of commerce;
 - 6. Conduct or encouragement of illegal activity;
 - 7. Information that may tend to compromise the safety or security of the public; or
 - 8. Content that violates a legal ownership interest of another party.
- c. The City reserves the right to deny access to City's social media sites for any individual who violates the City's Social Media Policy, at any time and without prior notice.
- d. Departments within the City shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
- e. When a City employee responds to a comment in his/her capacity as a City employee, the employee's name and title shall be made available, and the employee shall not share personal information about him/herself, or other City employees.
- f. All comments posted to any City Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <https://www.facebook.com/legal/terms>, and the City reserves the right to

report any violation of Facebook’s Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

Employee Guidelines for Participating in Social Networking

The City understands that social networking and internet services have become a common form of communication in the workplace and among citizens. Employees that choose to participate in social networks as a City employee should adhere to the following guidelines:

1. City policies, rules, regulation and standards of conduct apply to employees that engage in social networking activities while conducting City business. Use of your City email address and communicating in your official capacity will constitute conducting City business.
2. City employees shall notify their supervisor and the IT service provider if they intend to create a social networking site or service to conduct City business.
3. Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties. Department supervisors may allow or disallow employee participation in any social networking activities in their departments.
4. Protect your privacy and the privacy of citizens by following all privacy protection laws, i.e., HIPPA, and protect sensitive and confidential City information.
5. Follow all copyright laws, public records laws, retention laws, fair use and financial disclosure laws and any other laws that might apply to the City or your department.
6. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
7. Make it clear that you are speaking for yourself and not on behalf of the City. If you publish content on any website outside of the City and it has something to do with the work you do or subjects associated with the City, use a disclaimer such as: “The postings on this site are my own and do not necessarily represent the City of Georgetown’s positions or opinions”.

8. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City's workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
9. If you identify yourself as a City employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and stakeholders.
10. Frame any comments or opposing views in a positive manner. Add value to the City through your interaction by providing worthwhile information and perspective.

For more information

If you have questions or need further guidance concerning social media, please contact the Human Resources Department.

ELECTRONIC MAIL AND VOICE MAIL

1. The City's electronic mail (e-mail), voice mail, and telephonic communication systems are the sole property of the City and are to be used primarily, and preferably exclusively, for work-related purposes. All information transmitted by, received from, or stored in these systems is the property of the City and subject to this policy. It is not the private property of any employee. All employees who use the City's e-mail, voice mail and telephonic communication systems are deemed to have consented to the terms of this policy and the City's rights as stated in it.
2. In keeping with the City's policies against unlawful harassment and discrimination, employees may not send or disseminate e-mail or voice mail messages or attachments that are vulgar, harassing, disruptive, intimidating, offensive, defamatory, discriminatory toward anyone or that are inconsistent with the professional image of the City. The display or transmission of sexually explicit images, cartoons or any other communication which can be construed as harassment or disparagement of others based upon their race, color, national origin, religion, sex, age, disability or other protected classification is not permitted.

3. Each employee has been given a password for access to the City's e-mail and voice mail systems. The purpose of passwords is to limit access to these systems and not to create any property rights for employees. Neither e-mail nor voice mail is the private property of any employee. Employees are forbidden to access or attempt to access someone else's e-mail or voice mail or to use someone else's password without proper, prior authorization. The City, however, has the right to access anyone's e-mail or voice mail at any time without prior notice. Employees should have no expectation of privacy or confidentiality in the e-mail, voice mail, or telephonic communications systems used at work. These systems may not be used to solicit or address others regarding commercial, religious, or political causes or for any other solicitations that are not approved by the Mayor.
4. All messages on the e-mail or voice mail system are City records, which the City reserves the right to access, read, monitor, or disclose as appropriate. By using the City's telephone and computer equipment, e-mail system, and voice mail system, employees are considered to consent to having their communications through this equipment and in these systems monitored by the City.
5. Any employee who becomes aware of any misuse of the City's e-mail or voice mail systems or violation of this policy is obligated to inform their supervisor, Department Director, or the Director of Human Resources of such misuse immediately.

BULLETIN BOARDS

In order to maintain an effective avenue for communicating with our employees, the City maintains bulletin boards. Bulletin boards are located throughout our facilities in areas that employees frequently visit in order to ensure that employees have constant access to posted information.

The City's bulletin boards are used to communicate official government information on equal employment opportunity, health and safety, and other issues. They are also used to communicate information regarding City policy and City business and announcements.

Employees may not post, tape, tack, or affix in any way any form of literature, printed or written materials, photographs, or notices of any kind on the City's bulletin boards or

their glass coverings, on the walls, in time clock areas, or anywhere else on City property.

The City's bulletin boards may not be used by employees or outside parties for the posting of commercial notes and advertisements, announcement, witticisms, sales of personal property, or any other personal matters, whether work-related or not, except for department directors or their designees as stated below. Employees and outside parties are also prohibited from distributing literature and soliciting other employees except as stated in the City's solicitation and distribution of literature policy.

All City bulletin board postings are performed by department directors or their designees, who are responsible for keeping the City's bulletin boards up-to-date and attractive.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In the interest of maintaining a proper work environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind (except as job responsibilities may require), sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time (except as job responsibilities may require).

PERSONAL PROPERTY

The City cannot guarantee the safety of personal property that employees bring to work, and does not assume responsibility for any personal items that may be lost. Employees are responsible for keeping their personal property safe and secure.

Privacy In Your Area

The City reserves the right to conduct searches and inspections of employees' personal effects, or City provided materials such as desks, lockers, computer equipment, cabinets, file drawers, packages, or vehicles.

Any illegal and unauthorized articles discovered may be retained by the City, and/or may be turned over to law enforcement representatives. Any City employee who refuses to cooperate, or is found in possession of prohibited articles, will be subject to disciplinary action up to, and including termination of employment.

Social Security Numbers and Privacy Protection

- (1) This policy is adopted in accordance with KRS 61.931- 61.934 and is applicable to all personal confidential information received and retained by the City in regards to employment and within the regular course of City business.
- (2) The City will take measures reasonably necessary to ensure the confidentiality of social security numbers collected in the ordinary course of the City's business. Neither the City nor any of its employees will unlawfully disclose the social security numbers obtained during the ordinary course of business.
- (3) Non-digital media containing personal information shall be physically controlled and securely stored in a manner meant to ensure that the media cannot be accessed by unauthorized individuals. This may require storing media in locked containers such as cabinets, drawers, rooms, or similar locations if unauthorized individuals have unescorted access to areas where personal information is stored. If personal information is stored in an electronic format, it shall be protected from access by unauthorized individuals. Such information must be protected by software that prevents unauthorized access. If personal information is transmitted via e-mail or other electronic means, it must be sent using appropriate encryption mechanisms.
- (4) The city shall designate a Point of Contact ("POC"). The POC shall serve the following functions:
 - a. Maintain the City's adopted Information Security Policy and be familiar with its requirements;
 - b. Ensure the City's employees and others with access to personal information are aware of and understand the Information Security Policy;

- c. Serve as contact for inquiries from other agencies regarding its Information Security Policy and any incidents;
 - d. Be responsible for ensuring compliance with the Information Security Policy; and
 - e. Be responsible for responding to any incidents.
- (5) Only authorized individuals are permitted access to media containing personal information. In addition to controlling physical access, user authentication should provide audit access information. Any access must comply with applicable regulatory requirements.
 - (6) The City may use a social security number to perform an administrative duty related to employment, for example, to verify the identity of an individual, detect or prevent identity theft, investigate a credit, criminal, or driving history, enforce legal rights or obligations, or administer insurance or benefits programs.
 - (7) Security software used to protect personal information must provide user identification, authentication, data access controls, integrity, and audit controls.
 - (8) Security software should be adequately tested to confirm functionality and to ensure that it is minimally disruptive to all associated operating systems, communications, applications, and other associated software systems. Contractual provisions must also ensure that the supplier's software, by design or configuration, will not introduce any security exposures.
 - (9) The level of protection afforded by security software should be commensurate with the sensitivity of the data. The level of protection along with the methods to implement that protection should be addressed before any personal information is stored on a device.
 - (10) Systems, networks and application software used to process personal information must adhere to the highest level of protection reasonably practical. The City will use Intrusion Detection and Prevention software approved by the Commonwealth Office of Technology (COT). A list of approved software is available on the COT website (<https://gotsource.ky.gov/docushare/dsweb/Get/Document-301110/>). Or the software must provide comparable, or superior, protection.
 - (11) Information stored on digital media shall be encrypted in accordance with contemporary standards.
 - (12) This policy prohibits the unnecessary placement (download or input) of personal information on portable computing devices. However, users

who in the course of City business must place personal information on portable computing devices must be made aware of the risks involved and impact to the affected person/entities in the event of actual or suspected loss or disclosure of personal information. If personal information is placed on a portable computing device, reasonable efforts must be taken, including physical controls and encryption, to protect the information from unauthorized access. Additionally, each person using the portable computing device must sign a form approved by the City indicating acceptance of the information and acknowledging his/her understanding of the responsibility to protect the information. In the event the portable computing device is lost or stolen, the City should be able to accurately recreate the personal information and must be able to provide notification to all affected persons/entities.

- (13) When it is determined that personal information must be placed on a portable computing device, every effort should be taken to minimize the amount of information required. If possible, information should be abbreviated to limit exposure (e.g., last 4 digits of the social security number).
- (14) The City will secure and, when applicable, appropriately dispose of non-digital media. Non-digital media containing personal information must be properly stored and secured from view by unauthorized persons.
- (15) Secure measures must be employed by the City and all permissive users to safeguard personal information contained on all City technology resources.
- (16) Cities shall ensure that all authorized personnel are familiar with and comply with this Policy. The City shall ensure that only authorized personnel may hold and have access to personal information.
- (17) Threats to the security of personal information arise in many different ways. The City will make an attempt to be aware of the different types of threats and to enact reasonable measures to protect against each. Attacks on personal information may arise from:
 - a. External/Removable Media—an attack executed from removable media (e.g. flash drive, CD) or a peripheral device.

- b. Attrition—An attack that employs brute force methods to compromise, degrade, or destroy systems, networks, or services.
- c. Web—An attack executed from a website or web-based application.
- d. Email—An attack executed via an email message or attachment.
- e. Improper usage—Any incident resulting from violation of an organization’s acceptable usage policies by an authorized user, excluding the above categories.
- f. Loss or Theft of Equipment—The loss or theft of a computing device or media used by the organization, such as a laptop or smartphone.

(18) Whether in digital or nondigital format, the city will retain and keep secure, all personal and confidential information, as set out in the Department of Libraries and Archives record retention schedule. The city will physically destroy documents that contain personal confidential information, including social security numbers by shredding or other secure fashion. Personal confidential information, including social security numbers stored in a computer database which need to be removed will be deleted from all programs and processes pursuant to techniques and standards commonly used for such purposes. The methods set forth below are listed in priority order with the most highly recommended safeguard listed first. One of the following safeguards must be implemented:

- a. Hire a document disposal contractor to dispose of the material. The contractor should be certified by a recognized trade association and should use disk sanitizing software and/or equipment approved by the United States Department of Defense. The city will review and evaluate the disposal company’s information security policies and procedures. The City will review an independent audit of a disposal company’s operations and/or its compliance with nationally recognized standards.
- b. Secure and utilize shredding equipment that performs cross-cut or confetti patterns.

- c. Secure and utilize disk sanitizing or erasing software or equipment approved by the United States Department of Defense.
 - d. Modify the information to make it unreadable, unusable or indecipherable through any means.
- (19) The City must disclose a security breach in which personal information is disclosed to, or obtained by, an unauthorized person. Notification of the incident must be made in the most prompt and expedient manner after the incident has been discovered. Within thirty-five days, a letter notifying affected individuals of actual or suspected loss or disclosure of personal information must be sent by the City describing the types of information lost and recommended actions to be taken to mitigate the potential misuse of their information.
- (20) When the City identifies that a security breach has occurred in which personal information has been disclosed to, or obtained by, an unauthorized person, within three business days it shall notify Kentucky State Police, the Auditor of Public Accounts, the Attorney General and the Commissioner of the Department for Local Government and complete form COT-F012. The City shall document the following:
- a) Preliminary Reporting and description of the incident;
 - b) Response, including evidence gathered;
 - c) Final Assessment and corrective action taken; and
 - d) Final Reporting.
- (21) Incident Response procedures can be a reaction to security activities such as:
- a) Unauthorized access to Personal Information, Data, or Resources;
 - b) Denial of Service Attacks;
 - c) Actual or Anticipated Widespread Malware Infections;
 - d) Data Breaches;
 - e) Loss/Theft of Equipment;
 - f) Significant Disruption of Services; and
 - g) Significant Level of Unauthorized Scanning Activity to or from Hosts

- (22) The City shall make reasonable efforts to investigate any security breaches in which personal information is disclosed to, or obtained by, an unauthorized person and shall take appropriate corrective action.
- (23) The City must comply with all federal and state laws and policies for information disclosure to media or the public. In some circumstances, communication about an incident is necessary, such as contacting law enforcement. The City should use discretion in disclosing information about an incident. Such information includes network information, type of incident, specific infection type (if applicable), number of assets affected, specific detail about applications affected, applications used to employ corrective action/investigate, etc. The City may proactively share relevant incident indicator information with peers to improve detection and analysis of incidents. Within the parameters of the law, minimal disclosure regarding incidents is preferred to prevent unauthorized persons from acquiring sensitive information regarding the incident, security protocols and similar matters, in an effort to avoid additional disruption and financial loss.

Any employee of the city who knowingly violates the provisions of this policy or the Privacy Act will be subject to the city's progressive disciplinary policy.

Fleet Policies and Procedures

The purpose of these instructions is to establish basic procedures which must be followed when assigned the use of a departmental vehicle to drive to the employee's residence when off duty and the use of a pool vehicle. These instructions apply to all personnel and any deviation from these procedures will be at the direction of the supervisor on duty or the Department Director.

Policy

It shall be the policy of the City of Georgetown to establish procedures for the use of home fleet and pool vehicles to insure mobility and availability of departmental personnel and to maintain high standards of performance, reliability and uniformity of the fleet with emphasis on minimum maintenance cost to the City of Georgetown.

Procedures:

- I. Home fleet vehicles will be assigned to personnel based on consideration of the following:
 - a. Past accident and vehicle damage history records due to negligence or improper operation by the driver.

- b. The number of repair requests in relation to total mileage of the vehicle. Since excessive repair can indicate vehicle abuse or negligence of operation, excessive repair requests will be considered unfavorably when new vehicles are issued.
 - c. Number of miles on the vehicle being replaced and duty assignment of the employee.
 - d. Possession of a valid Kentucky driver's license.
2. City of Georgetown vehicles are not to be driven outside of Scott County except with specific permission from the Department Director, or his/her designee.
- a. Out-of- County home fleet vehicles may be assigned to personnel upon written request and approval from the Department Director, or his/her designee.
 - b. Personnel living outside of Scott County who are granted authorization to drive their home fleet vehicle out of the County must sign an agreement to reimburse the City, per mileage formula, for travel outside of the County. This reimbursement will cover gas, wear and maintenance expenses associated with the additional use of the vehicle.
 - c. The mileage reimbursement amount will be determined at least annually by the Chief of Police and the Director of Finance. If the price of gasoline fluctuates greatly, the amount may be re-examined on a more frequent basis.
 - d. The mileage reimbursement formula accounts for vacation and sick days, thus reimbursement amounts will not fluctuate during weeks an employee is out of work.
3. Employees who are assigned home fleet vehicles may use them for the following purposes when off duty:
- a. Maintenance.
 - b. Uniform maintenance.
 - c. Departmental assignments or meetings.

- d. Any other activity sponsored and approved by the department.
 - e. Police Department vehicles may be operated from an officer's residence to and from the county border only for on-duty assignments, court, approved overtime assignments and approved off-duty assignments within Scott County if off-duty work has been authorized.
4. The use of departmental vehicles while off duty is a privilege and not an automatic fringe benefit or employment right. This privilege is subject to revocation at any time. Use of home fleet vehicles shall be conditioned upon the following general rules and regulations:
- a. Employees shall not park any departmental vehicle in prohibited parking areas unless required to do so in response to a dispatched call or an emergency.
 - b. Employees shall not park department vehicles in parking spaces if they can reasonably expect to be away from the vehicle for a period longer than the maximum period allowed for that parking space.
 - c. Parking control officers shall ticket all City of Georgetown vehicles that are observed violating any parking law unless specifically exempted for court duty and displaying the appropriate authorization.
 - d. Employees under suspension shall not operate departmental vehicles.
 - e. Unattended vehicles of employees must be locked at all times.
 - f. All employees using a departmental vehicle shall exercise good judgment in utilizing it and shall not drive or use the vehicle so as to cause unfavorable comment or bring discredit to the department.
 - g. Only authorized personnel are permitted to operate a City vehicle.
 - h. An on duty employee may transport family members or other passengers when using the home fleet vehicle for authorized assignments. The transportation of passengers should be limited to dropping off or picking up passengers to designated areas prior to reporting or leaving the duty assignment.
 - i. Employees and passengers will maintain appropriate appearance and conduct when using home fleet vehicles. This includes:

- j. Employees shall be responsible for the proper conduct of all passengers.
- k. Proper attire shall be worn by employees and passengers at all times during off-duty use of a departmental vehicle.
- l. Male and female employees may wear shorts that are not above mid-thigh. Shirts shall cover the shoulders and upper portion of the body.

The following are examples of clothing not to be worn by employees or passengers while using the vehicle off duty:

*Short shorts, bathing suits or any extremely revealing clothing.

*Clothing with slogans, pictures or patches inappropriate for the image of a City of Georgetown employee.

*All clothing worn shall be clean and well maintained.

- m. Employees shall obey all traffic rules/laws while driving or riding in departmental vehicles and shall require the same of all passengers.

- n. The City vehicle shall not be parked or left unattended on the side of any public street or road unless it is a designated parking area adjacent to the employee's normal residence.
- o. Parking on the street when off duty should be avoided if other parking is available in order to minimize the possibility of damage due to hit and run accidents or vandalism.
- p. When an employee goes on vacation or any type of leave for a period longer than seven (7) days, he/she shall turn his vehicle into the Department Director and park it in the appropriate area.

5. Maintenance of Home Fleet Vehicles

- a. Employees shall complete in detail a repair order form for any required service or repair.
- b. The employee shall park his vehicle at the City's designated garage when requesting service or make arrangements with the Fleet Supervisor to have the vehicle picked up.

- c. The Fleet Supervisor shall maintain a copy of the repair order and the assigned officer will be provided a copy upon completion of service or repair.
- d. Each employee assigned a vehicle shall be fully responsible for the proper care and general maintenance of the vehicle.
- e. Employees shall be responsible for scheduling warranty repairs or regular service when needed with the Fleet Supervisor.
- f. Each employee shall complete a request for service form and forward it to the Fleet Supervisor for scheduling of regular 3,000 mile maintenance. Maintenance is to be conducted when off duty unless prior authorization is obtained from the Fleet Supervisor.
- g. The Fleet Supervisor shall have the responsibility of monitoring departmental vehicles and determining if vehicle abuse exists.
- h. Each employee shall be responsible for the cleanliness of the interior and exterior of the vehicle.
- i. All departmental vehicles shall be inspected by the immediate supervisor bi-weekly. Supervisors will be held accountable for compliance with this order.
- j. Employees, on a daily basis, shall check oil and all fluid levels, and, on a weekly basis, check the tire pressure to be specified by Fleet Supervisor. All adjustments shall be made by the employee when conditions are found to be below the normal requirements. Any major concerns shall be addressed on proper forms to the fleet supervisor.

6. Pool Vehicles

- a. The Fleet Supervisor shall be responsible for the overall condition of all vehicles assigned to the pool fleet.
- b. Employees using pool vehicles or vehicles assigned to other employees shall be responsible for the condition of those vehicles for that time period during which they are checked out to the employee.

- c. Each employee shall make a visual inspection of any vehicle assigned to him and note any damage or missing equipment. Failure to document a problem with an assigned vehicle and bring it to the attention of a supervisor at the start of a shift will cause the employee to be responsible for any damage or missing equipment for the time the employee is assigned the vehicle.
- d. Any discrepancies found in the condition of the vehicle or equipment shall be noted on a request for service form and forwarded to the Fleet Supervisor.
- e. Only City employees are permitted to drive and/or travel as passengers in pool vehicles.
- f. Pool vehicles are to be returned with at least the same amount of gasoline as they had when the user's trip began.
- g. All traffic rules/laws are to be followed when driving a pool vehicle.

Family Medical Leave Act

Purpose

The purpose of this policy is to comply with the City's obligations under the Family and Medical Leave Act of 1993 and the National Defense Authorization Act of 2008.

Eligibility

Employees are eligible for leave under this policy if they have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months.

Basic Leave Entitlement

Eligible employees may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for any of the following reasons:

5. Birth of a child of the employee and in order to care for the newborn child;
5. Placement of a child into the employee's family by adoption or by a foster care arrangement;
5. Care of the employee's spouse, child or parent who has a serious health condition;
or
5. Inability of the employee to perform the functions of the employee's position due to a serious health condition.

The twelve (12) month period in which to use the twelve (12) weeks available under this section begins with the employee's first day of qualifying leave taken under this section. If both spouses are employed by the City, the combined leave shall not exceed twelve (12) weeks.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies include short-notice (seven calendar days or fewer) deployment, military events and related activities, childcare and school activities, financial and legal arrangements, non-medical counseling, rest and recuperation, post-deployment activities (e.g., arrival ceremonies) and additional activities agreed upon between the City and the employee.

Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered servicemember also may take up to twenty-six (26) weeks of leave to care for a covered servicemember during a single twelve (12) month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The twenty-six (26) weeks of leave available under this section is per service member or per serious injury or illness. The twelve (12) month period available under this section begins on the first day the employee takes leave to care for a covered servicemember and ends twelve (12) months after that date. Any amount of the twenty-six (26) weeks available to an employee that is not used at the end of the twelve month period is forfeited.

What is a Serious Health Condition?

For the purpose of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice or residential medical care facility including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care; or
 2. Continuing treatment by a health care provider, which includes any one or more of the following:
 5. A period of incapacity due to a serious health condition of more than three consecutive full calendar days, plus either two or more visits to a health care provider. The two visits to a health care provider must occur within thirty (30) calendar days of the period of incapacity and the first visit must take place within seven (7) calendar days of the first day of incapacity.
 5. A period of incapacity due to a serious health condition of more than three consecutive full calendar days, plus one treatment by a health care provider followed by a regimen of continuing treatment. The first visit to a health care provider for treatment must take place within seven (7) calendar days of the first day of incapacity.
 5. A period of incapacity due to pregnancy or for prenatal care.
 5. A period of incapacity or treatment for such incapacity due to a chronic serious health condition such as asthma, diabetes or epilepsy. In order to qualify as a chronic serious health condition, the condition must be one that continues over an extended period of time and requires at least two visits to a health care provider per year.
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5. A period of incapacity due to a permanent or long-term condition for which treatment may not be effective, such as Alzheimer's disease or a severe stroke.
5. A period of absence due to a serious health condition to receive multiple treatments or that would result in incapacitation without multiple treatments, such as cancer requiring chemotherapy or radiation treatments.

As used above, the term "incapacity" means that the employee must be unable to work at all or unable to perform any of the essential functions of his or her job, or prevents a qualified family member from participating in school or other daily activities.

Intermittent Leave and Reduced Work Schedules

Leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both the employee and the City agree.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. The City has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have pay and benefits equivalent to those of the employee's regular job.

Employees must provide written note from their provider (or their family member's provider) for each absence taken as intermittent leave under this policy. Such a note simply must confirm the employee's absence was actually for the purpose of a visit to or treatment with a provider. Absent extenuating circumstances, the note must be provided to Human Resources within one (1) working day after the absence. The purpose of requiring such a note is to prevent fraud or abuse of intermittent leave taken under this policy.

Accrued Sick Leave and Vacation Must Be Used First

Employees must use accrued paid sick and vacation leave before taking unpaid leave under this policy. Both the paid and unpaid leave will be counted in calculating the total period of leave used under this policy.

Notices

Employees desiring to take leave under this policy must provide the City with at least oral notice sufficient to make the City aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. Employees must also inform the City if the

requested leave is for a reason for which leave under this policy was previously taken or certified. When the necessity of leave is foreseeable, employees must provide the City at least thirty (30) calendar days notice. When thirty (30) day notice is not possible, employees must provide the City notice as soon as practicable.

Failure to give notice as required above may result in the request for leave under this policy being denied and may result in disciplinary action, up to and including discharge, for violation of the City's attendance policy. Once the City has knowledge has notice of anticipated leave from an employee, it will notify the employee whether the requested leave will be designated as qualifying under this policy and, if so, the amount of leave that will be counted against the employee's leave entitlement. The City's notice will also include any additional information required by law, as well as any employee rights and responsibilities that apply. The City ordinarily will provide this notice, either orally or in writing, within five (5) business days of receiving sufficient information, absent extenuating circumstances. If notice is oral, it will be confirmed in writing no later than the following payday, unless the payday is less than one week after the oral notice, in which case the notice will be given no later than the subsequent payday.

Certification of Healthcare Provider

Any leave request based on either a family member's or employee's own serious health condition or a serious illness or injury of a covered servicemember must be supported by certification from a healthcare provider that verifies the need for such leave. For any leave taken under this policy that will be unpaid, the certification must be provided on either Form WH-380-E (for an employee's own serious health condition) or Form WH-380-F (for a family member's serious health condition) or Form WH-385 (for a covered servicemember's serious illness or injury). Any leave requested based on a qualifying exigency must be supported by a certification that complies with regulations issued by the United States Secretary of Labor.

In general, the employee must provide a copy of certification required by this policy to the City in a timely manner after the City's request for certification. A maximum of fifteen (15) calendar days will be allowed to provide medical certification as required by this policy, unless circumstances make it impracticable to obtain the certification within this period of time, and the employee has made diligent, good faith efforts to obtain the certification. If the city deems a medical certification to be incomplete or insufficient, it will specify in writing what information is lacking, at which point the employee shall have seven (7) calendar days to cure the deficiency. If the employee completely fails to provide the certification requested by this policy, then the leave is not approved under this policy. If applicable, the employee may also be subject to discipline, up to and including discharge, for violating the City's attendance policy.

The City may request recertification of an ongoing condition every six months in conjunction with an absence.

In order to return to work following leave (other than intermittent leave), employees must provide “fitness-for-duty” certification from their health care provider that specifically addresses the employee’s ability to perform the essential functions of their job as identified in information the City will provide. In the case of intermittent leave under this policy, the City may require fitness-for-duty certification where a reasonable job safety concern exists.

Continuation of Benefits During Leave

During leave under this policy, the City will continue to pay the employee’s group health insurance premium. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for health insurance premiums paid during the leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job, the continuation of a serious health condition of the employee’s family member or circumstances beyond the control of the employee.

Eligibility for other benefits (e.g., life and dental insurance, holiday pay) while on leave under this policy will be determined according to the City’s established policies for providing such benefits when employees are on other forms of leave (paid or unpaid, as appropriate). During the unpaid portion of leave under this policy, employees shall not accrue employment benefits such as vacation leave or sick leave. Conditions of retirement credit accrual are determined by the County Employees Retirement System. Employment benefits accrued by the employee up to the day on which the leave begins will not be lost.

Employees’ Obligations While On Leave

The City may require an employee on leave under this policy to report periodically on his/her status and the intention of the employee to return to work. The City may also require periodic re-certification of the employee’s medical condition. Failure to report as requested or to obtain requested re-certification may result in disciplinary action, up to and including discharge. An employee taking leave due to the employee’s serious health condition, except for intermittent leave, is required to obtain a fitness-for-duty certification at the employee’s expense with regard to the condition that causes the need for leave under this policy. The City will not restore an employee to the employee’s original position or an equivalent position if the certification is not provided.

City of Georgetown, Kentucky
Drug & Alcohol Free Workplace Policy

I. PURPOSE AND GOALS

Being aware of the costs, in human terms, of the abuse of alcohol, illicit substances, and illegal drugs; and realizing the costs, both actual and potential in monetary terms, of the abuse of alcohol, illicit substances and illegal drugs in the workplace; the City of Georgetown (“the City”) desires to protect the safety, health and well-being of all employees of the City and other individuals who make use of the City’s facilities. Additionally, the City wishes to accomplish the following with the establishment of this policy:

- As a recipient of Federal Funds, to comply with the Drug Free Workplace Act of 1988.
- To reduce the number of accidents and injuries to persons and property.
- To reduce absenteeism and tardiness, and to increase the productivity of all City employees.
- To help maintain the reputation of the City and its employees throughout the community.
- To provide leadership in the fight against the abuse of alcohol, illicit substances and illegal drugs throughout the community and the Commonwealth of Kentucky as a whole.

In addition, the City acknowledges its intent to comply with federal Department of Transportation regulations regarding employees in DOT-regulated “safety-sensitive” positions, which the City will address through provisions established in addition to and separate from this policy, where necessary.

It is with these goals in mind that the City adopts this policy, declares itself a Drug and Alcohol Free Workplace and hereby establishes these accompanying rules on drug and alcohol use in the workplace for the City of Georgetown.

The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance is prohibited in the workplace.

2. DEFINITIONS

Accident – an unexpected and undesirable event resulting in damage or harm. For the purposes of this policy, the resulting damage or harm may constitute an injury which requires off-site medical attention to be given to a person or damage to a vehicle or other property.

Alcohol – means any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. This includes over-the-counter and prescribed medications which contain more than one-half (1/2) of one percent (1%) of alcohol by volume.

Alcohol Testing – the testing for alcohol content by an evidential Breath-Testing Device (EBT) or other Department of Transportation (DOT) approved device. DOT approved devices and procedures will also be used for non-DOT alcohol tests.

Conviction – means a criminal conviction, guilty plea, “Alford” plea, “no contest” plea, or referral to a diversion program in lieu of conviction.

Drug – means a controlled substance as defined in KRS 218A.010(6) and as established in 902 KAR Chapter 55, including:

- a. Amphetamines
- b. Cannabanoids (THC)
- c. Cocaine
- d. Opiates
- e. Phencyclidine (PCP)
- f. Benzodiazepines
- g. Propoxyphene
- h. Methaqualone
- i. Methadone
- j. Barbiturates
- k. Synthetic Narcotics
- l. Illicit Substance as defined in KRS 351.010
- m. Volatile Substances as defined in KRS 217.900(1)

Drug or Alcohol Rehabilitation Program – means a service provider that provides confidential, timely, and expert identification, assessment, treatment and resolution of employee drug or alcohol abuse.

Drug Test or “Test” – means a chemical, biological, or physical instrumental analysis administered by a qualified laboratory, for the purpose of determining the presence or absence of a drug or its metabolites or alcohol pursuant to standards, procedures, and protocols established by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA).

Employee Assistance Program (EAP) – means an established program as addressed in Section 13 of this policy that provides:

- a. Professional assessment of employee personal concerns.
- b. Confidential and timely services to identify employee alcohol or drug abuse.

- c. Referrals of employees with alcohol or drug abuse issues for appropriate diagnosis, treatment and assistance.
- d. Follow-up services for employees who participate in a drug or alcohol rehabilitation program and are recommended for monitoring after returning to work.

Follow-up Testing – means the periodic testing for at least twelve (12) months of any employee who has voluntarily sought treatment for substance abuse/alcohol problems and who has been allowed to return to their duties with the City of Georgetown.

Heightened Safety Awareness Level (“HSAL” or “safety sensitive”) positions – those positions involving special, dangerous and skilled activities and those that would involve exceptional duty to community citizens in the areas of public safety, as discussed below in further detail.

Illicit Substance – means those prescription drugs used illegally or in excess of therapeutic levels as well as illegal drugs.

Mayor’s Designee – means the City employee(s) or the official(s) designated by the Mayor to administer and enforce this policy, and to carry out the functions, duties and responsibilities otherwise identified in this policy as belonging to the Mayor’s Designee.

Medical Review Officer (MRO) – means a licensed physician with knowledge of substance abuse disorders, laboratory testing, and a chain of custody collection procedures, and who has the ability to verify positive, confirmed test results. The MRO shall possess the necessary medical training to interpret and evaluate a positive test result in relation to the person’s medical history or any other relevant biomedical information.

Qualified Laboratory – means a laboratory certified in accordance with the National Laboratory Certification Program (NLCP) by the United States Department of Health and Human Services’ Substance Abuse and Mental Health Services Administration) SAMHSA.

Reasonable Suspicion as used in this policy, the term “reasonable suspicion” means, a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience, training, or education.

Random Selection Testing – for the purposes of this policy the term means, the selection of specific employee codes by a third party administrator using a statistically valid, random method of selection to select employees in HSAL positions who will be tested for alcohol and drugs, as discussed below in further detail.

Refusal or Failure to Test/Submit to Test – is defined in Section 10 of this policy (“Consequences of Failure or Refusal to Submit to an Alcohol or Controlled Substance Test”).

Substance Abuse Professional – a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

Volatile Substance – means any glue, cement, paint or other substance as described in KRS 217.900(1).

3. APPLICABILITY

This policy is intended to apply whenever any City employee is representing or conducting business for the City. Accordingly, this policy applies during all working hours, while on call or paid standby and while performing work on behalf of the City while on or off City property. The policy’s application includes all City employees with special provisions designated to those employees identified as having responsibilities requiring a Heightened Safety Awareness Level (HSAL). Those “safety sensitive” positions identified as requiring a Heightened Safety Awareness Level include but may not be limited to:

- a. Police officers
- b. Emergency dispatchers & dispatch supervisors
- c. Firefighters
- d. Emergency Medical Technicians (EMT)
- e. Heavy equipment operators
- f. Life guards
- g. Personnel who operate CDL regulated vehicles
- h. Mechanics who work on CDL regulated vehicles
- i. Aviation employees
- j. Operators of non-CDL vehicles who transport senior citizens, the handicapped or children; or who drive City owned vehicles on City business
- k. Employees who supervise children and child related activities

he positions identified above as having an HSAL include but are not limited to those positions regulated by the federal Department of Transportation (“DOT”) under 49 CFR Part 40. While this policy applies to those federally regulated employees, it is not intended to replace any drug-free workplace provisions the City separately and specifically implements for City employees who are subject to 49 CFR Part 40.

4. POLICY REQUIREMENTS

5.3 TRAINING

The City of Georgetown shall conduct alcohol and substance abuse awareness training for all employees. This training shall consist of the following minimum requirements:

- a. Upon initial hire, each employee shall be provided a copy of and will be asked to read the City's Drug & Alcohol-Free Workplace Policy. Employees will also be asked to read and sign the Certification of Acknowledgement – Drug & Alcohol-Free Workplace Policies and Procedures form. (Appendix A)
- b. Initial training shall consist of at least one (1) hour for all employees.
- c. Annual refreshers training shall be conducted for all employees in alcohol and substance abuse awareness and shall consist of no less than thirty (30) minutes.
- d. All alcohol and substance abuse awareness training will include, at a minimum, information concerning:
 - The City's policy of maintaining an alcohol and drug-free workplace;
 - Alcohol and drug testing policy and procedures;
 - The dangers and effects of alcohol and drug use – including drug abuse in the workplace – on an individual's health, work and personal life;
 - The disease of alcohol or alcohol addiction;
 - Signs & symptoms of an alcohol and drug problem;
 - The role of co-workers and supervisors in addressing alcohol or substance abuse;
 - The penalties imposed for violations of this policy;
 - The availability of employee assistance programs and other counseling, rehabilitation or treatment programs that may be available;
 - Referrals to an employee assistance program; and
 - Other issues regarding substance abuse awareness that the trainer or the City deems necessary to include.

Supervisory personnel, in addition to all of the above training shall receive an additional thirty (30) minutes each year of alcohol and substance abuse education and awareness training. This additional supervisory training will be documented using the Supervisor Training Certification Certificate. This additional supervisory training shall consist of at least the following:

- a. Recognizing the signs of alcohol and substance abuse in the workplace.
- b. How to document signs of employee alcohol or substance abuse.
- c. How to refer employees to an employee assistance program or other alcohol and substance abuse treatment program;

- d. Legal and practical aspects of reasonable suspicion testing for the presence of drugs and alcohol; and
- e. Other issues regarding a supervisor's responsibilities in a Drug Free Workplace which the trainer or the City deems necessary to include.

Note: The City of Georgetown's Drug & Alcohol-Free Workplace Policy shall include controlled access-maintenance in the Human Resources Department, of business records including the names and position titles of all employees and supervisory personnel trained under the program as described above, and the names of all persons who presented alcohol and substance abuse awareness training, for review by the Department of Workers Claims.

All Kentucky Drug Free Workplace Certification substance abuse awareness training will be conducted by qualified trainers. This training shall contain all information required for training all employees and Supervisory personnel as detailed in 803 KAR 25:280.

Should this policy be amended, employees shall be provided with copies of any change or modification and given an opportunity to ask questions and obtain answers regarding any change in this policy. However, changes may not be made to the policy which would circumvent any requirement(s) associate with 803 KAR 25:280.

5.3 DRUG AND ALCOHOL TESTING

The City shall administer alcohol and drug tests in circumstances which include but may not be limited to those listed in this section (4.2).

4.2(a) Pre-Employment Testing

Alcohol and drug testing shall be required of all new hire applicants after their receipt of a conditional offer of employment. After receiving the conditional offer of employment, applicants will have 48-hours in which to submit to testing at an appropriate testing facility. The City of Georgetown requires that every newly hired employee test free of drugs and have a breath alcohol concentration of not more than 0.02. Each offer of employment by the City shall be conditioned upon the passing of drug and alcohol tests. Refusal by any applicant for employment with the City to take either the alcohol or drug test will result in the conditional offer of employment being withdrawn. All testing under this policy will be in accordance with U.S. Department of Transportation and/or SAMHSA Testing Protocols described elsewhere in this policy.

- a. An applicant with a confirmed positive test for drugs and/or alcohol in a concentration of 0.02 or greater, which is not legitimately explained to and accepted by a Medical Review Officer of the City's choosing, will not be considered for Employment.

- b. Any applicant who fails a drug test may not be considered for employment for a period of no less than two (2) years. The time period shall start on the date of the actual test.
- c. Any applicant who refuses to take an alcohol or drug test will be disqualified from future consideration for employment.
- d. Any applicant whose positive test is confirmed and upheld by the Medical Review Officer (MRO) may request that the same sample be retested at his/her own expense at a City approved laboratory.

Individuals undergoing pre-employment testing shall not begin official employment with the City until after all test results are received and shown to be negative. Upon receipt of the test result, positive or negative, the Department of Human Resources shall inform the appropriate Department Head of the results.

4.2(b) Reasonable Suspicion Testing

A reasonable suspicion test shall be based on a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific, articulable, objective facts and reasonable inferences drawn from those facts in light of experience, training or education. This reasonable suspicion also shall be based on:

- a. While at work, direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol;
- b. While at work, abnormal conduct, erratic behavior, or a significant deterioration in work performance;
- c. A report of drug or alcohol use provided by a reliable and credible source;
- d. Evidence that an individual has tampered with a drug or alcohol test during employment with the City;
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work;
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred illegal or illicit drugs or used alcohol while on the City's premises or while operating the City's vehicle, machinery or equipment.

Supervisors and department directors shall promptly notify the Mayor's Designee of any indication of reasonable suspicion. Both the observing department supervisor or director and the Mayor's Designee (if available) will review the policies and procedures herein and if necessary make arrangements with an appropriate facility to conduct reasonable suspicion drug and/or alcohol testing as soon as possible. If a representative from Human Resources or its designee is not available, the observing supervisor shall obtain the assistance of another City supervisor or other credible and reliable source and together they shall complete the Reasonable Suspicion Observational Form, and forward it to the Mayor's Designee. If after completing the form it is determined that there is, in fact, reasonable suspicion that the employee is under the influence of drugs

and/or alcohol, the observing supervisor or his/her designee will notify the employee and accompany him/her to the testing site.

When a reasonable suspicion test is ordered, the employee must submit to testing immediately. The observing supervisor and/or designee shall remain at the testing site with the employee being tested, until testing is completed. Any employee who is tested for reasonable suspicion shall be placed on leave with pay until the results of the test are known. After submitting to the drug/alcohol test, the employee may not return to work until the results of the test are known and only then if the results are negative. Only the Mayor's Designee may order as reasonable suspicion test.

4.2I Random Testing

Employees in a High Safety Awareness Level (HSAL) position will be required to participate in a statistically valid, unannounced random selection process (as described elsewhere in this policy), which will subject them to mandatory drug and/or alcohol testing. This category of testing will conduct random tests for alcohol at a rate of ten percent (10%) annually for all federally regulated HSAL positions in order to satisfy DOT requirements. In the case of random testing for drug use, federally regulated HSAL positions will be tested at a rate of fifty percent (50%) annually to satisfy DOT requirements. Non-federally regulated HSAL positions will be randomly tested at a rate of 20% for drugs annually. The Department of Human Resources shall utilize a third party to conduct the random selection of all HSAL employees to be tested. This random testing shall be unannounced and will take place throughout each calendar year on at least a quarterly basis. Once an employee is notified that he/she has been selected for testing, the employee must proceed immediately to the testing site designated by the City.

Employees in non-HSAL positions will not be included in the random selection pool. However, non-HSAL employees will be subject to testing upon reasonable suspicion of possible alcohol or drug use. Procedures and protocols for reasonable suspicion testing as described elsewhere in this policy will apply in their case.

4.2(d) Post Accident Testing

Except as otherwise provided in this policy, drug and alcohol testing shall be conducted following an employee's involvement in an accident on the City's premises, or off the City's premises while on duty, or in the course of employment for the City, if there is a "qualifying event," which includes but is not necessarily limited to the following situations:

- The accident requires off-site medical attention be administered to a person.
- The accident results in property damage of two thousand, five hundred dollars (\$2500.00) or more.

These situations shall be considered "qualifying events" regardless of whether the employee(s) receive a citation related to the accident, unless otherwise provided under

the exceptions below. Drug and alcohol testing will be required of the employee(s) who were actively involved in the “qualifying event.”

Qualifying Event Exception: Due to varying types of accident causes, not all accidents categorized as a “qualifying event” may require post-accident testing. Exceptions to the “qualifying event” for requiring post-accident drug and alcohol testing will include, but may not be limited to the following types of accidents:

- a. Injuries for which the onset is cumulative or gradual – such as carpal tunnel syndrome, progressive hearing loss, mental disorders, dermatitis, respiratory diseases, skin disorders, etc.
- b. Injuries where the employee can be completely discounted as the contributing factor (i.e. injuries caused by a third party or some other uncontrollable force or event, i.e. weather, insects, etc.)
- c. Injuries where the employee can be completely discounted as the major contributing factor or those injuries occurring during physical fitness or a training event, in which the employee did everything within reason to avoid the injury accident (i.e. was performing training as instructed).

In each case, the Mayor’s Designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee’s respective department head. The Human Resource Department shall coordinate all required tests with the appropriate medical facilities.

An employee involved in an accident while on an out-of-town assignment, shall notify his/her department director or the director’s designee as soon as possible but no later than two (2) hours after the accident occurred. The department’s director shall notify the Mayor’s Designee to discuss possible drug/alcohol testing requirements.

Other Qualifying Event: The department director or his/her designee may request drug/alcohol testing when an employee caused or cannot be completely discounted from causing a vehicular or any other type of accident in which a safety violation occurs and death, serious bodily harm or property damage of twenty five hundred dollars (\$2500.00) or more resulted or could have resulted. The Mayor’s Designee along with the employee’s supervisor will be responsible for determining whether a safety violation has occurred. In each case, the Human Resource Department or his/her designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee’s department head. If a post-accident drug/alcohol test is required, a confirmed positive test result or verified failure or refusal to test will result in immediate termination of employment.

4.2I Return-To Duty Conditions and Testing

In the event an employee (I) has either engaged in prohibited conduct for volatile substances, tested positive for a drug(s) or for alcohol without a valid medical reason

for a positive test (as confirmed by a Medical Review officer of the City's choosing), or a failed or refused to test; *the employee shall be terminated immediately.*

4.2(f) Follow-Up Testing

Any employee returning to work from a successful completion of an EAP for drug and/or alcohol-related problems, or a drug and/or alcohol rehabilitation program, shall be required to undergo one (1) year of quarterly (every three months) drug and alcohol testing. The frequency of the follow-up testing shall consider recommendations of any involved SAP but shall not be less than once per quarter (every three months) for one (1) year. All follow-up testing may be requested at any time and shall be unannounced.

5.3 Testing Protocol

The collection of samples and administration of drug and alcohol tests shall follow all standards, procedures and protocols set forth by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Administration (SAMHSA). Test results will be obtained by a qualified laboratory as defined elsewhere in this policy and results shall undergo a medical review as follows:

- a. All test result shall be submitted for medical review by the City's designated Medical Review Officer (MRO), who shall consider the medical history of the employee or applicant, as well as relevant biomedical information.
- b. If there is a positive test result or it is determined there was a refusal to test because of adulteration or substitution, the employee or applicant will be given an opportunity to report to the MRO the use of any prescription or over-the-counter medication.
- c. If the MRO determines there is a legitimate medical explanation for a positive test result, the MRO shall certify that the test results do not indicate the unauthorized use of alcohol or a drug.
- d. If the MRO determines, after appropriate review, that there is not a medical explanation for the positive test result other than the unauthorized use of alcohol or a prohibited drugs, the MRO shall refer the individual tested to the Human Resources Department for further proceedings in accordance with this policy.

MRO determinations concerning the use of alcohol or a controlled or illicit substance shall comply with all procedures outlined in the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services (SAMHSA) "Medical Review Officer Manual for Federal Agency Drug Testing Programs."

5.3 Testing Process

Any employee who has been ordered to undergo testing for drugs and/or alcohol shall receive either a direct verbal instruction or an Alcohol and/or Drug Testing Notification

Form from the Human Resources Director. Employees shall report to the collection site of the City's choosing immediately after being provided the notification to test. In the case of reasonable suspicion testing, a supervisor or designee shall escort the employee to the collection site.

Drug testing will be conducted by urine sample while alcohol testing will be conducted using a Breath Alcohol Testing (BAT)/screening device. Drug and alcohol analysis will be performed by a trained technician from a qualified laboratory. All testing shall follow the prescribed standards, procedures and protocols set forth by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA).

To ensure that the test specimen is actually that of the donor, collection site staff will require positive identification of the test subject. In the case of reasonable suspicion testing, positive identification of the person accompanying the employee to be tested to the testing site may also be required.

Alcohol

The City shall require all tests for alcohol to be performed by a Certified Breath Alcohol Technician (BAT) from a qualified laboratory.

Drugs

An eleven (11) panel urine test will be conducted and shall include analysis of the following substances:

- 1.) Amphetamines;
- 2.) Cannabanoids/THC;
- 3.) Cocaine;
- 4.) Opiates;
- 5.) Phencyclidine (PCP);
- 6.) Benzodiazepines;
- 7.) Propoxyphene;
- 8.) Methaqualone;
- 9.) Methadone;
- 10.) Barbiturates;
- 11.) Synthetic Narcotics

5. PROHIBITED ACTIVITY

Notwithstanding anything else in this policy, in all cases, the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled or illicit substance as defined in KRS 351.010(1)(m), which includes prescription drugs used

illegally or in excess of therapeutic levels, as well as illegal drugs, and the intentional misuse of volatile substances as described in KRS 217.900(1), is prohibited while at work, on City property or conducting City business while off City property. Employees who violate this policy shall be subject to immediate termination of employment.

Appropriate action will be determined and administered consistent with this policy, the City's Employee Handbook, its Human Resources Policies and Procedures Manual and applicable law.

In the case of illegal drugs or the illegal use of other substances, such use shall be reported to law enforcement officials.

5.1 Alcohol

Prohibited conduct involving the use of alcohol includes the following:

- a. The performance of or being immediately available to perform work responsibilities while having an alcohol concentration greater than 0.02.
- b. The consumption of alcohol or products containing alcohol during the responsibilities of or that prevents being immediately available to perform work responsibilities.
- c. Having in possession alcohol or products containing alcohol during the performance of or that prevents being immediately able to perform HSAL work responsibilities. This includes the possession of medicines containing alcohol (prescription or over-the-counter) unless the seal is unbroken and/or the medication is prescribed by a licensed physician, and said physician has confirmed the necessity of the HSAL employees' said possession of the prescribed substance containing alcohol and has confirmed that the use of such substance will not deter from the HSAL employee's ability to safely perform assigned HSAL responsibilities. In the latter case, a Prescription Drug Notification Form must be on file with the Department of Human resources.

- **Fire, EMT and Police personnel functioning within the scope of their assigned duties shall be exempt from this prohibition where deemed necessary by their respective Department Heads.**
- d. The performance of or being immediately available to perform those responsibilities designated as requiring a heightened level of safety awareness within four (4) hours after using alcohol.
 - e. The verified failure of refusal of a required test as addressed in this policy.
 - f. The transportation of alcoholic beverages within City owned vehicles or equipment.
 - g. Conviction of a crime or offense involving the use or consumption of alcohol that the employee is required to report pursuant to Section 12 of this policy (“Obligation to Report Convictions”).
 - h. The use of alcohol for eight (8) hours immediately following an accident requiring a post-accident alcohol test or until a post-accident test is administered, whichever occurs first.
 - i. The operations of a City-owned vehicle following consumption of alcoholic beverages shall be considered a violation of this policy and shall result in disciplinary action up to and including termination. Alcoholic beverages in open or closed containers are strictly prohibited in City owned vehicles.
 - j. Social functions associated with a program or conference attended as part of or related to an employee’s employment with the City are not considered “work responsibilities” for purposes of this policy only. Therefore, employees may use alcohol at such functions, provided, however, that the employee’s conduct at the function does not reflect adversely on the City, and provided further that the employee complies with this policy’s provisions and prohibitions.

5.2 Drugs or Controlled Substances

Prohibited conduct involving the use of drugs or controlled substances includes, but may not be limited to, the following:

- ***Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription.*** However, any HSAL employee taking prescribed or over-the-counter medications will, in all cases, be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her HSAL job duties. Prior to initiating usage after such medications are prescribed, the HSAL employee shall submit a "Prescription Drug Notification" form to their immediate supervisor who shall in turn, submit it to the Department of Human Resources as soon as possible.

After receiving such form, the Human Resources Department Director may request written medical authorization showing the HSAL employee may possess/use such medication, that it was used in the prescribed manner and showing the HSAL employee nevertheless is fit to safely perform assigned duties. If the use of such medication could compromise the safety of the HSAL employee, fellow employees, or members of the public at large, it is the HSAL employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty and notify his/her supervisor) to avoid unsafe workplace practices. No prescription drugs shall be brought onto City property, or consumed on City property by anyone other than the individual for whom the drugs have been prescribed by a licensed medical practitioner. The illegal or unauthorized use of prescription drugs is strictly prohibited. It is a violation of the City's Drug Free Workplace Policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action up to and including termination will be taken if job performance deterioration and/or other accidents related to or affecting the employee's work as the result of the intentional misuse and/or abuse of prescription medication.

The City reserves the right to have a designated physician of the City's choosing to determine if a prescription drug or medication produces effects that would be considered unacceptable in the performance of assigned HSAL work

responsibilities. The City's designated physician has final determination on whether the medication will have or is having an unacceptable effect on the HSAL employee's performance of HSAL responsibilities. In such instances of temporary impediment to safe performance of regular HSAL responsibilities, the HSAL employee may be temporarily reassigned to responsibilities requiring a lesser safety awareness level if such responsibilities are available.

All doctors' statements and related medical information shall be confidential and maintained in a separate medical file in the Human Resources Department.

- Testing positive for any of the prohibited substances during the performance of or upon being immediately available to perform work responsibilities
- The performance of or being immediately available to perform HSAL work responsibilities while using any controlled substance, except when the use is under the instructions of a physician who has advised that the use will not adversely affect the HSAL user's ability to safely perform HSAL responsibilities as assigned.
- Having in possession, drugs or controlled substances except when the use is under the instructions of a physician who has advised that the use will not adversely affect the HSAL user's ability to safely perform HSAL responsibilities as assigned during the performance of or being immediately available to perform HSAL work responsibilities. **Fire, EMT and Police Department personnel functioning within the scope of their assigned responsibilities shall be considered exempt from this prohibition where deemed necessary by their respective Department Heads.**
- The verified failure or refusal of a required test as addressed in this policy.
- Tampering with or attempting to alter, or actual altering of a test specimen.
- Being convicted of a drug violation that the employee is required to report pursuant to Section 12 of this policy ("Obligation to Report Convictions").

5.3 Volatile Substances

The intentional misuse, manufacture, sale, distribution, dispensation, or possession of a volatile substance as defined in KRS 217.900, which includes any glue, cement, paint or other substance containing a solvent or chemical having the property of releasing toxic vapors or fumes which when intentionally inhaled may cause a condition of intoxication, inebriation, stupefaction, dulling of the brain or nervous system, or distortion or disturbance of auditory, visual, or mental processes while at work, while on City property, or while conducting City business while off City property, is strictly prohibited and is cause for discipline up to and including termination. Such misuse shall be reported to law enforcement officials.

Conviction of a crime or offense involving the use or consumption of alcohol that the employee is required to report pursuant to Section 12 of this policy (“Obligation to Report Convictions”) is also grounds for disciplinary action up to and including termination.

6. SEARCHES

When reasonable cause exists, the City of Georgetown reserves the right to conduct unannounced searches for drugs or alcohol anywhere on City property, including but not necessarily limited to:

- a. Lockers
- b. Desks
- c. File Cabinets
- d. City Vehicles and Equipment
- e. Stationary Containers

All searches must be authorized and conducted under the direction of the Mayor’s Designee. Employees who refuse to cooperate during such unannounced searches of City property shall be subject to disciplinary action, up to and including termination.

7. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT – ALCOHOL

The City of Georgetown has zero tolerance for the inappropriate use of alcohol. The first time an employee, as a result of a random, reasonable suspicion, follow-up or post-accident test is found to have an alcohol concentration above 0.02, shall be subject to immediate termination of employment.

In the case of a conviction addressed under Section 12 of this policy (“Obligation to Report Convictions”), disciplinary action shall be taken within thirty (30) calendar days of the City’s receipt of notice of the conviction.

8. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT – DRUGS

The City of Georgetown has zero tolerance for the inappropriate use of drugs. Any employee who engages in prohibited conduct for drugs or controlled substances and whose random, reasonable suspicion, return-to-duty, post-accident, or follow-up test result indicates a non-medical or non-biomedical explanation for the positive result as confirmed by the MRO, shall be subject to immediate termination of employment. Such suspensions shall not prevent the City from terminating an employee or taking additional disciplinary action as may be appropriate.

In the case of a conviction addressed under Section 12 of this policy (“Obligation to Report Convictions”), disciplinary action will be taken within thirty (30) calendar days of the City’s receipt of notice of the conviction.

9. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT – VOLATILE SUBSTANCES

Any employee who engages in prohibited conduct for volatile substances as described elsewhere in this policy will be subject to immediate termination of employment.

In the case of a conviction addressed under Section 12 of this policy (“Obligation to Report Convictions”), disciplinary action will be taken within thirty (30) calendar days of the City’s receipt of notice of the conviction.

10. CONSEQUENCES OF FAILURE TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST

An employee is considered to have refused to test or submit to testing when he or she:

- Fails to appear for any test within a reasonable time.
- Engages in conduct that clearly obstructs the testing process.
- Fails to remain at the testing site until the testing process is complete.
- Fails to provide a urine specimen for drug testing or a breath specimen for alcohol.
- Fails to provide enough urine for drug testing or an adequate amount of breath for alcohol testing, without medical explanation for the failure to produce and after the employee has received notice of the requirement for urine or breath testing.
- In the case of directly observed or monitored drug test collection, the employee submitting the specimen fails to permit the observation or monitoring of his or her provision of the specimen.
- Fails to or declines to take a second drug test when directed by a department director, a supervisor or the Mayor’s Designee.
- Failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process.
- Fails to cooperate with any part of the testing.
- Received a verified “adulterated” or “substituted” test.

Failure or refusal to submit to an alcohol or drug test as described above shall result in immediate termination of employment.

A determination of “refusal to submit” will not apply to pre-employment testing, unless the applicant has begun the testing process and leaves or engages in conduct that clearly obstructs the testing process.

11. OFF DUTY ALCOHOL, DRUG USE AND/OR VOLATILE SUBSTANCE INTENTIONAL MISUSE AND CALL BACK

The City of Georgetown does not intend to unduly interfere in the private lives of its employees. However, all employees should be aware that an employee’s off-duty use of alcohol, illegal use of controlled substances, intentional misuse of prescription drugs or intentional misuse of volatile substances as described in this policy that result in excessive absenteeism, tardiness, or poor work performance will be subject to discipline, up to and including termination of employment. Such employees may be subject to counseling or treatment through the City’s Employee Assistance Program as provided under the City’s group health insurance plan.

This policy’s prohibitions against drugs, alcohol and the intentional misuse of volatile substances apply to employees who are on call for any special operation exhibiting a likelihood of requiring an employee to report to work (i.e. snow and ice removal). An employee who is called back to work to perform duties involving a heightened safety awareness level must report any:

- a. Off duty use of alcohol in the prior four (4) hours.
- b. Medically prescribed use of a controlled substance.

An employee who is aware of a possible callback situation that may be reasonably expected, who engaged in the off-duty use of alcohol, the illegal use of controlled substances or the intentional misuse of volatile substances shall be subject to immediate termination of employment.

12. OBLIGATION TO REPORT CONVICTIONS

An employee shall notify his/her supervisor, department head or the Director of a conviction within five (5) calendar days of conviction if he/she is convicted of either:

- a. A crime or offence involving either the use of volatile substances or the consumption of alcohol (e.g. alcohol intoxication or driving under the influence), which occurred in the workplace, during working hours, while on call or paid standby, or while performing work on behalf of the City (on or off City property).
- b. A criminal drug violation that occurred in the workplace during working hours, while on call or paid standby, or while performing work on behalf of the City (on or off City property).

The employee must provide such notice in writing and specify the charge for which he/she was convicted. The City, where required, will notify the federal agencies providing grant funds to the City of any criminal drug statute convictions, and will do so within ten (10) calendar days from either receiving notice from the convicted employee or receiving actual notice of the conviction.

13. EMPLOYEE ASSISTANCE PROGRAM

Alcoholism and drug addiction are recognized as diseases responsive to proper treatment. The City of Georgetown's health insurance plan contains a level of care available for substance abuse treatment through an Employee Assistance Program (EAP) provided for employees as part of their health care coverage. The Employee Assistance Program information can be obtained in the Human Resources Department.

All employees of the City of Georgetown are strongly encouraged to voluntarily contact the Employee Assistance Program if they believe they might have a problem with drug or alcohol abuse. An employee who feels that he or she has developed an addiction or dependence on alcohol or drugs may be entitled to other benefits in addition to the Employee Assistance Program described in this policy. The decision to seek such benefits or not is the sole responsibility of the employee. All information concerning the use of the medical insurance plan for this purpose will be treated as confidential medical information. Employees who seek treatment or counseling for substance abuse problems may be eligible for leave pursuant to the City's Family Medical Leave Policy.

Employees who are not eligible for family medical leave may be eligible for leave under the City's Disability Leave Policy.

If an employee covered by this policy has been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving problems associated with alcohol or drugs, the employee will be subjected to follow-up testing as prescribed elsewhere in this policy. The SAP shall be either a licensed physician, certified psychologist, social worker, employee assistance professional or addiction counselor.

Employees who voluntarily report a substance abuse problem prior to being required to take a drug or alcohol test as defined in this policy will not be subject to disciplinary action if they voluntarily and conscientiously seek substance abuse assistance from a City-approved program and agree to a treatment plan. However, such an employee must understand that if the problem is not corrected and satisfactory job performance is not maintained, he or she will be subject to disciplinary action up to and including termination of employment. Failure to seek such assistance, or failure to abide by the terms of the treatment plan, shall be grounds for termination. Upon voluntarily reporting a substance abuse problem, the employee will be required to sign a Substance Abuse Treatment Plan Form that will further define conditions of continued employment.

The Employee Assistance Program provides services to employees of the City of Georgetown regardless of race, color, religion, national origin, disability, sex or age.

14. RECORDS RETENTION, RELEASE AND CONFIDENTIALITY

The City shall maintain records of activities related to these Drug Free Workplace policies and procedures for review by the Office of Workers' Claims, including the names and position titles of all employees and supervisory personnel trained under this policy and the names of all persons who presented alcohol and substance abuse training under this policy. All employee records regarding drug or alcohol testing are considered confidential and will be kept under controlled access, separate and apart from the employee's standard personnel file. Employee records may not be released except upon

written request of release of employee, or the release is ordered by a court or tribunal of competent jurisdiction or otherwise required by this policy or applicable law.

The City shall maintain records and documents of all alcohol and drug test results, schedules for follow-up tests and records relating to evaluation and referrals. These records shall be maintained for a period of at least five (5) years. The Department of Human Resources shall provide test results to any new employee applicant upon their written request, and shall do so within sixty (60) calendar days of being notified of the disposition of the employment application.

15. CITY FINANCIAL ASSISTANCE

The City will pay for all conducted tests as described in this policy except for a second drug test (if requested by the employee) when the test confirms the initial test to be positive. Employees may utilize all service benefits available through the City's Employee Assistance Program (EAP) as described elsewhere in this policy. However, any other services that may be required by a Substance Abuse Professional which are not covered through the EAP will be at the expense of the employee being treated.

16. POLICY ADMINISTRATION AND ENFORCEMENT

It shall be the responsibility of the Mayor's Designee for the City of Georgetown to administer and enforce this policy. The policy and its programs are not to be interpreted or modified by any other City supervisor or director.

17. RESPONSIBILITY

The City's desire is to have a safe and healthful workplace for its employees, for others who make use of the City's facilities, and for the general citizenry of the City of Georgetown who may have business with the City; it is also true that safety is everyone's responsibility. Accordingly, every employee has an obligation to report violations of this policy to their immediate supervisors, department directors or to the Mayor's Designee.

All supervisors and department directors are responsible for the Drug & Alcohol-Free operation of their respective departments in accordance with this policy.

Note: The City of Georgetown may change, modify, amend or rescind all or part of this policy at any time which deals with the actual administration of the policy itself. However, changes may not be made to the policy that would circumvent any requirements associated with 803 KAR 25:280.



**City of Georgetown Employee Handbook
Acknowledgment**

I acknowledge that I have received and will examine the City of Georgetown Employee Handbook. A copy of this handbook has been given to me to retain for future reference. Electronic copies of this handbook are available.

I understand the City may modify, amend or terminate any portion of this handbook, at any time.

I understand this handbook does not constitute a contract of employment between myself and the City, and that nothing in this handbook creates any rights of employment.

I understand that ALL policies and procedures in this handbook are included in this acknowledgment.

Employee Signature: _____ Date: _____

RESOLUTION _____

City of Georgetown

A RESOLUTION ACCEPTING A 2016 VICTIMS OF CRIME ACT GRANT

WHEREAS, U.S. Department of Justice, Office of Justice Programs has awarded the City of Georgetown a Victims of Crime Act Grant in the amount of \$50,000 for the hiring of a victim's advocate within the Police Department; and

WHEREAS, the grant requires no local matching funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Georgetown, Kentucky, as follows:

The Council does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements required under the Victims of Crime Act Grant and does hereby accept the funds granted.

The Mayor of the City is hereby authorized and directed to sign any and all necessary documents on behalf of the City, and the Georgetown City Clerk is hereby authorized and directed to certify thereto.

Dated this 14th day of November, 2016

BY: _____
Mayor Tom Prather

ATTEST: _____
Tracie Hoffman, City Clerk

CITY OF GEORGETOWN

GROUP CLASSIFICATION

OPERATIONS

POSITION CLASSIFICATION: Victims Advocate

Grade 6

DEPARTMENT: Police

IMMEDIATE SUPERVISOR: Police Lieutenant

SUPERVISES: No supervision responsibilities

CHARACTERISTICS OF POSITION: Under general supervision, provides advocacy and support services to victims of domestic violence, including information and referral to community agencies and resources, information to victims regarding case status and the court process, safety planning, and coordination of services with community partners.

GENERAL DUTIES AND RESPONSIBILITIES:

Essential:

Advocacy and Support Services:

Provides advocacy and support services to victims of domestic violence:

- Informs victims of the court process, safety planning, and coordinates services with community partners;
- Provides referrals to community agencies and resources;
- Keeps victims informed of case status via telephone, letter and/or in person as needed and in coordination with community partners;
- Informs victims of V.I.N.E. and other victim notification services;
- Provides information about crime victims' compensation;
- Assists with safety planning;

Responds to on-site requests for advocacy services:

- Provides crisis intervention;
- Assesses emergency needs;
- Links victims with shelter, food, child care and other immediate personal needs.

Participates in community awareness and education, as requested by supervisor:

- Assists with the development and presentation of community awareness and education programs of domestic violence, dating violence, and related issues; and,
- Assists with the Division of Police's training efforts.

Recordkeeping/Report Preparation:

Performs administrative duties as assigned by supervisor:

- Prepares correspondence, reports, program information, and related documents;
- Maintains case records, records of contacts and activities performed;
- Collects data, organizes meetings and events;
- Participates in program development and the evaluation of program effectiveness; and,
- Other duties as assigned.

Public Contact:

Assesses victim's needs and alerts supervisors of any problems;

Participates in forging community partnerships;

- As requested by supervisor, attends meetings involving community partners;
- Networks with community partners and others for the purpose of community service coordination and for the effective and efficient delivery of victim services

Participates in community awareness and education, as requested by supervisor;

- Assists with the development and presentation of community awareness and education programs of domestic violence, dating violence, and related issues;and,
- Assists with the Division of Police's training efforts.

Non-essential: None.

MINIMUM QUALIFICATIONS/REQUIREMENTS:

SPECIAL LICENSING REQUIREMENTS: Valid Kentucky driver's license required.

ADDITIONAL REQUIREMENTS:

Education, Training and Experience:

Completion of a Bachelor's Degree in the Human Services Field and five years professional experience in the area of domestic violence, victim advocacy, or related field.

Knowledge, Skills and Abilities:

Working knowledge of:

- Federal and state laws pertaining to domestic violence and sexual assault;
- The criminal justice system; and,
- Community agencies and resources available to victims of domestic violence.

Knowledge of:

- Human behavior;
- The dynamics of domestic violence; and,
- How to intervene in crisis situations.

Skill in the area of:

- Interpersonal effectiveness;
- Effective oral and written communication; and,
- Organizational effectiveness.

Ability to:

- Establish and effectively maintain working relationships within the community to include other professionals, elected officials, and the general public;
- Convey empathy and support to victims of domestic violence.
- Effectively intervene in crisis situations and communicate with emotionally distressed individuals;
- Provide topical group presentations; and,
- Understand and operate with confidentiality.

Physical Demands:

- Sitting, standing and walking; and,
- Must have the strength and agility to allow the employee to perform job duties which would be found at the level of sedentary work (i.e. exerting up to 10 pounds of force).

Drug Free Workplace Policy: All employees of the City shall be and remain drug and alcohol free at all times when working for the City.

Job Description and Workplan

Position Title: Victims Advocate

Grade 06

Non-Exempt

INSTRUCTIONS: Use simple, non-technical words to describe each duty and responsibility to be performed and the office/maintenance and Police, Fire, and Public Works equipment to be utilized. Use a separate paragraph for each duty/goal (limit to five major duties, if possible), beginning with the duty/goal that takes up most of your time and ending with those duties/goal that are occasion or special assignments. In the column on the left, estimate the percentage of your time spent on each duty.

% of Time	Specific Duties and Responsibilities of Position
95%	Meeting/corresponding with victims of crime. Acting as their advocate and resource for assistance.
5%	Other duties as assigned by the police department.
100%	NOTE: PERFORM OTHER RELATED DUTIES ASSIGNED BY SUPERVISOR

Complete Lower Portion After Employment

I hereby certify that I have read and understand the above described position, including the duties and responsibilities which I have been employed to fulfill.

Employee's Typed Name

Employee's Signature

Date

I hereby certify that I have discussed the duties and responsibilities of this position with the employee and he/she has received a copy.

Department Director or Director of Human Resources

Date

**CITY OF GEORGETOWN
ORDINANCE NO. 16- _____**

**AN ORDINANCE AMENDING SECTION 2-111(c) OF THE CODE OF ORDINANCES TO CREATE THE POSITION
OF VICTIM’S ADVOCATE IN THE POLICE DEPARTMENT.**

SUMMARY

1. Amends section 2-111(c) of the Code of Ordinances, which sets forth the classifications, associated pay grades and authorized positions for each department, to establish and one (1) position of Victim’s Advocate, Grade 6, in the Police Department.
2. Provides for repeal of inconsistent ordinances, severability of provisions and an effective date upon passage and publication.

The full text of Ordinance 16-____ is available for examination in the City Clerk’s Office, 100 North Court Street, Georgetown, Kentucky 40324 or at www.georgetownky.gov.

INTRODUCED AND PUBLICLY READ FIRST TIME: November 14, 2016

PUBLICLY READ SECOND TIME AND PASSED: _____

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 16-_____, of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.

Andrew S. Hartley

CITY OF GEORGETOWN
ORDINANCE NO. 16- _____

**AN ORDINANCE AMENDING SECTION 2-111(c) OF THE CODE OF ORDINANCES TO CREATE THE
POSITION OF VICTIM’S ADVOCATE IN THE POLICE DEPARTMENT.**

SPONSOR: Polly Singer-Eardley and Mark Showalter

WHEREAS, Section 2-111(c) of the Code of Ordinances is being amended to create one new position;
Victim’s Advocate.

NOW, THEREFORE, Be it ordained by the City of Georgetown, Kentucky:

SECTION ONE

Section 2-111(c) of the Code of Ordinances is hereby amended to read as follows:

GENERAL GOVERNMENT

Mayor (This is statutory and not being created by this ordinance)		1
City Clerk (This is statutory and not being created by this ordinance)		1
Administrative Assistant	Grade 7	1
City Attorney	Grade 11	1
Human Resources Director	Grade 11	1
Human Resources Specialist	Grade 8	1
Deputy Clerk	Grade 6	1
City Engineer	Grade 11	1
Engineering Technician	Grade 9	1
Finance Director	Grade 11	1
Finance Specialist	Grade 7	1
Finance/Legal Specialist	Grade 7	1
Computer Specialist	Grade 9	1

BUILDING INSPECTION

Director of Building Inspection	Grade 10	1
Senior Building Inspector	Grade 9	1
Senior HVAC Inspector	Grade 9	1
Building Inspector	Grade 8	1
Permit Technician	Grade 6	1

POLICE

Police Chief	Grade 11	1
Assistant Police Chief	Grade 10	1
Captain	Grade 9	1
Lieutenant	Grade 8	5
Sergeant	Grade 7	8
Police Officer II	Grade 6	39
Administrative Secretary	Grade 6	1
Secretary	Grade 5	1
Receptionist	Grade 4	1
PTS Safety Officer		1
PTS Crossing Guard		8
Chief Code Enforcement Officer	Grade 9	1
Code Enforcement Officer	Grade 8	1
PPT Administrative Assistant to Code Enforcement	Grade 5	1
Victim's Advocate	Grade 6	1

FIRE

Fire Chief	Grade 11	1
Assistant Fire Chief	Grade 10	1
Battalion Chief	Grade 9	3
Fire Marshal	Grade 9	1
Fire Inspector	Grade 8	1
Captain	Grade 8	12
Firefighter/EMT	Grade 6	36
Administrative Assistant	Grade 5	1

DISPATCH

TAC Officer	Grade 6	1
Shift Supervisor	Grade 6	2
Dispatcher	Grade 5	17

PUBLIC WORKS

Director of Public Works/Sanitation	Grade 11	1
Supervisor of Public Works/Sanitation	Grade 9	1
Crew Leader	Grade 6	1
Secretary	Grade 5	1
Maintenance/Driver	Grade 5	5
Equipment Operator	Grade 5	3

SANITATION

Crew Leader	Grade 6	1
Sanitation Worker	Grade 4	6
Sanitation Driver	Grade 5	8
Diesel Mechanic	Grade 8	1
Mechanic	Grade 6	1

RECYCLING

Recycling Supervisor	Grade 8	1
Recycling Worker	Grade 5	1
PPT Recycling Worker		1

CEMETERY

Sexton	Grade 8	1
Equipment Operator	Grade 5	1
PPT Maintenance		1

REVENUE

Revenue Commission Director	Grade 11	1
Occupational Tax Compliance Analyst	Grade 6	3
Occupational License Officer	Grade 5	1

TOTAL CITY OF GEORGETOWN POSITIONS **204-205**

SECTION TWO

Any and all existing ordinances inconsistent with this ordinance are repealed.

SECTION THREE

If any section, subsection, sentence, clause, or phrase of this ordinance is held unconstitutional or otherwise invalid, such infirmities shall not affect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall take effect after its passage and publication according to law.



MUNICIPAL ORDER

16 - ____

November 14, 2016

AN ORDER APPROVING THE RENTAL OF ONE 2016 MACK SIDE-LOADING REFUSE TRUCK FOR PUBLIC WORKS, AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS

WHEREAS, one of the City's side-loading automated garbage trucks is disabled indefinitely; and,

WHEREAS, garbage collection is negatively affected by this condition; and

WHEREAS, the City is currently drafting a solicitation of bids for the purchase of a new side-loading automated truck; and

WHEREAS, the City has solicited quotes for monthly rental of a truck until the new truck can be delivered; and

WHEREAS, the lowest quote from a dealer with a truck available immediately was Municipal Equipment, offering a 2016 MACK side loader in the amount of \$10,000 per month on a month-to-month basis with 80% applied towards optional purchase;

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the monthly rental of a 2016 Mack Truck from Municipal Equipment in the amount of \$10,000 per month for maximum of four months, for which the quote is attached hereto and incorporated herein by reference, is approved and the Mayor is authorized to sign all relevant documents.

PASSED AND APPROVED, this November 14, 2016.

Tom Prather, Mayor

ATTEST: _____

Tracie Hoffman, City Clerk



BTR SUPPLEMENTAL AGREEMENT



Company Address 5001 W. Lemon St.
Tampa, FL 33609

Prepared By Mark Rentschlar

Created Date 11/9/2016

Email mark@bigtruckrental.com

Quote Number 00005535

CUSTOMER INFORMATION

Billing Customer City of Georgetown

Billing Contact Robert Bruin

Billing Address 235 W. Yusen Drive
Georgetown KY 40324

Billing Contact Email robert.bruin@georgetownky.gov

Billing Contact Phone (502) 863-9855

Billing Contact Mobile (502) 542-2408

Billing Contact Fax (502) 863-7813

Rental Customer City of Georgetown

Shipping Contact Robert Bruin

Shipping Address 235 W. Yusen Drive
Georgetown KY 40324

Shipping Contact Email robert.bruin@georgetownky.gov

Shipping Contact Phone (502) 863-9855

Shipping Contact Mobile (502) 542-2408

Shipping Contact Fax (502) 863-7813

Pricing Details

Asset Number	Quantity	Line Item Description	Sales Price	Total Product Price	Transportation Cost	Security Deposit	Rental Start Date	Rental End Date
4015004	4.00	4015002	\$1,975.00	\$7,900.00	\$1,870.00	\$1,500.00	11/18/2016	12/15/2016

Product Details

Asset Number	Year	Chassis Make	Chassis VIN	Product Family	License Plate	Miles	Hours	Truck Location
4015004	2016	Mack	1M2AU04C8GM060409	Automated Side Loader	B3194V	17,267	2,004	Pelham, AL

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$7,900.00	Total Amount Due	\$11,270.00
Total Security Deposit	\$1,500.00		
Total Transportation Cost	\$1,870.00		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Transport is from Pelham, AL returning to Indianapolis, IN

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate, (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Note. See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL

CUSTOMER

CUSTOMER NAME _____
(Company Name)

DRIVER'S LICENSE # _____

BY _____
(Signature)

DATE _____

PRINT NAME _____

TAX ID # _____

TITLE _____

STATE _____

SS# _____

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement

Please sign quote and email to bt-sales@bigtruckrental.com or fax to (813) 261-0821.

AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name _____ Agent's Name _____

Driver's License # _____ Driver's License # _____

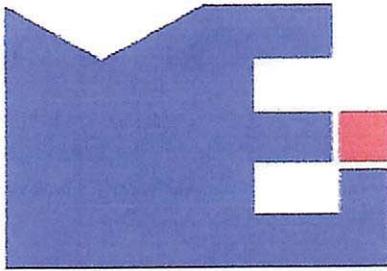
State: _____ State: _____

Agent's Name: _____ Agent's Name: _____

Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.



Municipal Equipment, Inc.
 6305 Shepherdsville Road
 Louisville, KY 40228
 (502) 962-9527
 FAX: (502) 962-6499
 mequip@iglou.com

QUOTE

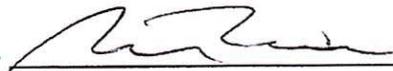
Number: 11-2-16-2
 Date: 11-2-16
 Page: 1

To:
 Robert Bruin
 City of Georgetown
 Sanitation Department
 235 W Yusen Street
 Georgetown, KY 40324

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
Stock	Bob Blakeman	Georgetown, KY	Best Way	Net 15	INCLUDED: NOT INCLUDED: X	INCLUDED: NOT INCLUDED: X

QTY	Description	Unit Price	Total Price
1	2017 Mack LR613 Dual Drive 345 HP Diesel Allison 4500 RDS Automatic Tandem axle		\$297,160.00
1	New Way Roto-Pac Automated Side Loader 27 cubic yard high compaction body Halogen work lights (4) strobes on rear TG Triple camera Safety Vision System w/in-cab monitor 12' arm reach Standard joystick controls Additional arm controls under seat Hopper access ladder <u>Extended Warranties:</u> Engine - 60 months/ 250,000 miles Engine After Treatment System - 60 months/ 250,000 miles Allison Transmission - 5 Years/ Unlimited mileage New Way Hydraulic Cylinders - 2 years <u>Rental/Purchase Option:</u> Monthly Rental: \$10,000.00 80% of Monthly Rental will be applied toward purchase price		



MUNICIPAL EQUIPMENT, INC.

SUBTOTAL	
TAX	
FREIGHT	
MISCELLANEOUS	
BALANCE DUE	

ACCEPTED BY

DATE

5800 West Canal Rd.
Cleveland, Ohio 44125

800.825.1255 toll free
216.642.5000 local
216.642.1333 fax

PREMIER

Truck Sales & Rental, Inc.

www.premiertrucksales.com

vlojek@premiertruck.net

andyd@premiertruck.net

2015/2017

Mack LE600 Dual Drive Side Loader



PRICING

Weekly Rate: \$3,000

4 Week Rate: \$7,800

- Mack MP7-325 @ 300 HP
- Allison Automatic 4500RDS Transmission
- 20/46 on Camelback Suspension
- P/S, A/C, Cruise
- 70 gal Fuel Tank
- HEIL 28 yd DuraPack™ 7000 Body w/ Python Lift
- 9' Reach, 6 to 8 second Cycle Time
- Will Lift 625 lbs at Full Reach
- Capable of Below Level Grade Pickup
- Able to Operate in Gear at Idle
- Equipped with Auto Lube System
- Triple Camera System

Terms and Conditions

1. All trucks are apportioned throughout the contiguous United States.
2. GVW is 54,000# unless an increase is requested. This weight is based on federal bridge law.
3. Local and long distance delivery quotes are available upon request. Freight charges are one-way unless otherwise specified.
4. Certificate of Insurance showing a minimum of \$1,000,000.00 (one million dollars) liability, Hired Auto Physical Damage, and \$1,000.00 deductible is required. Premier Truck Sales & Rental, Inc. must be named as the additional insured and loss payee.
5. 1 week minimum rental.
6. \$5,000.00 credit card deposit per truck.
7. Payment is DUE UPON RECEIPT of invoice. All outstanding balances must be paid in full at time of vehicle return; in the event that customer fails to provide Premier with payment, customer authorizes Premier to charge balance due to customer's credit card.
8. One week equals five (5) days / 50 hours. Additional use charge is \$40.00/hr.
9. Customer is responsible for all regular maintenance as suggested by the manufacture and annual inspection if due. This includes, but is not limited to, regular fluid changes and tire maintenance. A fee will be assessed for failure to properly maintain equipment.
10. Units must be returned clean. TRUCKS MUST BE RETURNED WITH THE SAME AMOUNT OF FUEL AS RECEIVED.
11. Customer agrees to furnish Premier Truck Sales with all receipts for fuel used in vehicle for the entire rental period.
12. Rental is dependent upon credit approval.
13. 25% of rental billed may be applied to purchase of rental unit.
14. Pricing does not include applicable sales tax.
15. For rentals over 30 days, customer must display their USDOT number.
16. Any and all accidents involving Premier's equipment must be reported to Premier immediately.
17. Once rented, the truck will be in the customers Care, Custody, and Control.
18. Premier reserves the right to charge customers up to \$750 for decals removed without authorization