

The Franklin City Council held a work session on Monday, March 10, 2008 at 5:00 p.m. in Council Chambers, 207 W. Second Avenue.

Council members in attendance: James P. Council, III, Mayor, Charles Wrenn, Rosa Lawrence, Mary Hilliard and Mark Fetherolf. ABSENT: Raystine Johnson and Joseph Scislowicz.

Staff in attendance: Rowland Taylor, City Manager and H. Taylor Williams, IV, City Attorney.

Closed Session

On motion made by Mr. Wrenn and seconded by Mrs. Hilliard it was unanimously RESOLVED that Council meet in closed session to discuss (1) the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body as permitted by Virginia Code Section 2.2-3711(A) (3). The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Certification

On motion made by Mrs. Hilliard and seconded by Mr. Wrenn, it was unanimously RESOLVED that City Council hereby certifies that to the best of the knowledge of each member only public business matters identified in the motion which the closed meeting was convened were discussed, heard or considered. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Regular Meeting

The Franklin City Council held a regular meeting on Monday, March 10, 2008 at 7:00 p.m. in Council Chambers, 207 W. Second Avenue.

Council members in attendance: James P. Council, III, Mayor, Charles Wrenn, Rosa Lawrence, Mary Hilliard and Mark Fetherolf. ABSENT: Raystine Johnson, Vice-Mayor and Joseph Scislowicz.

Staff in attendance: Rowland Taylor, City Manager, H. Taylor Williams, IV, City Attorney, Phil Hardison, Chief of Police, Andy Rose, Director of Finance, Russ Pace, Director of Public Works, Beth Reavis, Director of Social Services, Carolyn Joyner, Director of Human Resources, Connie Burgess, Director of Early Childhood Education and Erin Turner, Executive Assistant.

Others in attendance: Brenda Rickman, Commissioner of the Revenue, Dinah Babb, Treasurer and Dan Howe, Downtown Franklin Association Director.

Invocation

Councilwoman Hilliard offered the invocation.

Citizens' Time

Donnell Reid. 404 Washington Street. Mr. Reid was upset with the Police Department and stated that his daughter and grandchild were the victims of mistaken identity.

Greg McLemore. Mr. McLemore stated that it was not his responsibility to come up with the money for the computers at the King Center. He had not received any help from the City with regard to installing or programming the computers. Mr. McLemore further believes that Council should use money from their Miscellaneous Fund to pay for the computer upgrades.

Approval of Minutes of the February 25, 2008 meeting

On motion made by Mr. Wrenn and seconded by Mr. Fetherolf it was RESOLVED that the minutes for the February 25, 2008 meeting were approved as presented. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Ms. Johnson, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz.

Introduction of New Employees

Russ Pace introduced Michael Bishop as the City's newest Automotive Mechanic and Kirt Custer as the City's newest Sewer Maintenance Technician.

Franklin High School DECA Club Presentation

The Franklin High School DECA Club gave a presentation on a local business they selected to make recommendations on how to become more earth-friendly. The club examined various ways the business and its consumers affect the environment and made suggestions on how to "go green".

Consent Agenda

1. Financial Matters – Budget Amendment 2008-34; 2008-35 and 2008-36.

2. Reduction in Speed Limit on Delaware Road

3. Proclamation on American Diabetes Alert Day on March 25th –

WHEREAS, March 25, 2008 has been declared the 20th Annual "American Diabetes Alert Day" and The American Diabetes Association urges over 60 million Americans who are unaware they have diabetes or are at risk for developing type 2 diabetes to get tested; and

WHEREAS, The American Diabetes Association will “sound the alert” about diabetes on Alert Day as a one-day call to action to expand the awareness of diabetes to those individuals that could possibly be at risk; and

WHEREAS, diabetes is a devastating disease that affects nearly 21 million Americans; and

WHEREAS, an additional 54 million Americans have pre-diabetes, which puts them at the greatest risk of developing type 2 diabetes and among the primary risk factors for type 2 diabetes are being overweight, sedentary, over the age of 45 and having a family history of diabetes. African Americans, Latinos, Native Americans, Asians and Pacific Islanders are at an increased risk, as are women who had babies weighing more than nine pounds at birth; and

WHEREAS, diabetes is the fifth leading cause of death by disease and has no cure.

NOW, THEREFORE, I, James P. Councill, III, Mayor of the City of Franklin, do hereby proclaim March 25, 2008, to be

AMERICAN DIABETES ALERT DAY

in the City of Franklin and encourage citizens and businesses to join in supporting The American Diabetes Association during this national campaign to encourage individuals at risk to take the Diabetes Risk Test and to promote awareness of the disease.

4. Rawls Museum Arts 2008-2009 Local Government Challenge Grant

The Reduction in Speed Limit on Delaware Road was pulled from the Consent Agenda. The consensus of Council was to hold a public forum on the matter at an April meeting.

On motion made by Mrs. Hilliard and seconded by Mr. Wrenn, the Financial Matters, Proclamation on American Diabetes Alert Day and the Rawls Museum Arts Challenge Grant were unanimously approved as presented. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Councill. NO: none. ABSENT: Ms. Johnson and Mr. Scislowicz

Appointment for Ward 1 School Board Member

On a motion made by Mrs. Hilliard and seconded by Mr. Wrenn, Mary Eure was appointed to serve on the School Board as the Ward 1 representative. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Councill. NO: none. ABSENT: Ms. Johnson and Mr. Scislowicz.

Amendment to the Financial Policies

FINANCIAL POLICIES AND GUIDELINES

The City of Franklin has a responsibility to its citizens to account for public funds, to manage its finances wisely, and to allocate its resources efficiently and effectively in order to provide the services desired by the public. The primary objective of establishing Financial Management Policies is to provide a framework within which sound financial decisions may be made for the long term betterment and stability of the City.

OVERALL GOALS

1. To ensure the City's sound financial condition at all times in:
 - a. Cash Solvency – the ability to pay bills
 - b. Budgetary Solvency – the ability to annually balance the budget
 - c. Long Term Solvency – The ability to pay future costs
 - d. Service Level Solvency – The ability to provide needed and desired services.
2. Adherence to City Charter and Code and the Code of the Commonwealth of Virginia.
3. Adherence to the Best Accounting and Management Practices in conformity with generally accepted accounting procedures as applied to governmental units.

DEFINITIONS

Cash Balance: The sum of cash and investments of an accounting fund.

Unreserved Fund Balance: The portion of net assets of an accounting fund, calculated in accordance with generally accepted accounting principles that is not legally restricted for future use. Net assets represent the differences between total assets and total liabilities of an account fund.

General Fund: The City's primary operating fund that accounts for City services not otherwise accounted for in a separate fund.

Special Revenue Funds: Accounts for proceeds of designated revenue sources used to finance specific activities.

Debt Service Fund: Accounts for repayment of debt.

Capital Project Fund: Accounts for capital improvements financed from bond issues, special assessments and certain grants.

Enterprise Funds: Account for activities for which a fee is charged to external users for goods and services. Water & Sewer Fund, Airport Fund, and the Electric Fund are enterprise funds.

Temporary Borrowing: Loan from one fund to another fund due to temporary cash

shortage with the expectation of repayment within 12 months. Not considered legal debt.

MINIMUM CASH BALANCE

In order to provide liquidity adequate to address unexpected revenue reductions or unanticipated expenditures, the following minimum cash balances should be maintained at the end of each quarter.

- General Fund – 5% of projected total annual revenue**
- Water & Sewer Fund – 10% of projected total annual revenue**
- Electric Fund –10% of annual revenue net of fuel adjustment.**

MINIMUM UNRESERVED FUND BALANCE (NET ASSETS)

In order to avoid service disruptions that otherwise could arise from revenue shortfalls or unanticipated expenditures, the following range for unreserved fund balances (or unrestricted net assets) should be maintained at the end of each quarter.

- General Fund – 15% to 25% of budgeted annual expenses**
- Water & Sewer Fund – 15% to 25% of budgeted annual expenses**
- Electric Fund – 15% to 25% of budgeted annual expenses**

RESTORATION OF MINIMUM CASH OR UNRESERVED FUND BALANCES

Should the cash balance or the unreserved fund balance fall below the target levels, the City Manager will prepare and present a plan for restoration to the targeted levels. If a target level is not met or anticipated not to be met, a line item will be included in the fund's expense section to budget a minimum of 2% of the upcoming projected budget revenues until the targeted levels are met.

EXCESS UNRESERVED FUND BALANCES (NET ASSETS)

In the event the unreserved fund balance exceeds the maximum balance requirements in the General Fund or Enterprise Funds at the end of a fiscal year, the excess may be used in one or a combination of following ways (a) Retirement of existing debt (b) One-time expenditures that do not increase recurring operation costs that can not be funded through current revenues. An example would be replacement of capital equipment or payment to a capital improvements project that would reduce the future debt of the City. Another example of a one-time expenditure would be refunds of a portion of specific revenue collected. (c) Establishment of reserves for risk management, equipment replacement, capital projects, emergencies or disaster recovery.

REVENUE POLICIES

1-GENERAL FUND

- a. Reassessment of real property will be made every two years.
- b. The City will monitor all taxes to insure they are equitably administered and are collected in a timely manner.
- c. User Fees and Charges will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in

- he method and levels of services delivery.
- a. Refuse collection fees will be set to recover costs of services.
 - b. Rental of City Properties will be reviewed annually and compared to market rates.
 - c. Building permit and inspection fees will be reviewed annually.
 - d. Recreation program charges will be reviewed annually.
- d. Where possible the City will institute user fees and charges for specialized programs and services based on the cost of a particular service. Rates will be established to recover operational as well as capital or debt service costs.
 - e. Revenue Shortfalls: Should a reduction to the general fund be directed by Council from any of the enterprise funds, the reduction shall be made to all funds proportionally based on each budget's relative percentage of the total City budget less debt service and other fixed costs.
 - f. Revenues from fees and charges will be reviewed annually with those surrounding localities to determine they are fair and equitable and in-line with services provided.

2-WATER & SEWER FUND

The Water & Sewer Fund will be self-supporting, charges for service will be reviewed annually and set at levels which fully cover the total direct and indirect costs- including operations, capital outlay, and debt service.

3-ELECTRIC FUND

The Electric fund will be self-supporting, charges for service will be reviewed annually and set at levels which fully cover total direct and indirect costs – including operations, capital outlay, and debt service. Beyond these costs, the Electric Fund also contributes to the general fund (See Transfers To/From Policies). The objectives of the Electric Fund are to provide a service that is equal or better than neighboring electric providers at a cost that is competitive with these providers. In considering rates the following factors are to be considered (a) wholesale costs verses sales (b) operating costs including cost-of-living increases (c) capital cost, debt service and funds for future capital projects (d) transfer to the General Fund (e) rates of neighboring electric providers.

EXPENDENTURE POLICES

1. The city will finance all current expenditures with current revenues.
2. The budgets for all funds will be controlled at the department level. Expenditures may not exceed total appropriations for any department without City Council approval.
3. All operating fund appropriations will lapse at the fiscal year end. Any encumbered appropriations at year-end may be re-appropriated by City Council in the subsequent year.

TRANSFER TO /FROM POLICIES

- 1 The Water and Sewer Fund and the Electric Fund will annually budget transfers to the General Fund for services provided by the general funds for billing,

collection, payroll and general administration in accordance with an estimated of such services.

- 2 The Water and Sewer Fund and the Electric Fund will annually budget transfers to the General Fund for payments in lieu of taxes. This charge will be set at the rate charged to public service corporations.
- 3 The Electric Fund may transfer a contribution to the City's General Fund annually. This contribution will be set by City Council with a targeted range of 8% to 12% of the Gross Revenues of the Electric Fund. Since the past and current transfer amounts are above this range and a reduction to reach this range would cause a tremendous burden on the General Fund, City Council will decrease this transfer amount by, at least, \$150,000 annually until the target range has been met.
- 4 ANY TRANSFERS OR TEMPORARY BORROWING FROM ONE FUND TO ANOTHER SHALL BE DONE ONLY WITH APPROVAL OF CITY COUNCIL.

DEBT MANAGEMENT POLICIES

The Commonwealth of Virginia imposes a legal limit of 10 percent of the assessed valuation of taxed real property as a ceiling in the amount of general obligation borrowings. While this is the legal limitation, the City is well aware it cannot take on expenditures beyond its fiscal means of affordability.

General Debt Service Expense should not to exceed 10% of the General Fund Expenses.

Net general debt as a percent of taxable real estate should not exceed 5%.

Debt Service for Enterprise Funds should not exceed 20% of the Funds annual expenses.

In determining general obligation debt limitations, certain classes of indebtedness may be excluded, including revenue anticipation notes maturing in one year or less, general obligation bonds payable from a specified revenue producing undertaking, so long as the undertaking is self-supporting, capital leases and revenue bonds. The City's enterprise operations for Electric Fund and Water and Sewer Fund bonded debt are a combination of self-supporting, general obligation and revenue bonds.

When the City finances capital improvements or other projects through bonds or capital leases, it will repay the debt within a period not to exceed the expected useful life of the projects.

BUDGETS AND BUDGETARY ACCOUNTING

Section 5.13 of the Charter of the City of Franklin, Virginia requires the City Manager to submit to the City Council, no less than one month before the end of the fiscal year, a

proposed budget for the ensuing fiscal year. The following procedures are used establishing the City's budget:

1. City Manager usually presents a proposed operating budget to City Council in April that includes proposed expenditures based on detail estimates furnished by departments and other divisions of the City government and the means of financing them. The School Board is treated as a single expenditure line item.
2. The proposed budget also contains a recommended appropriation ordinance and an ordinance levying the tax rates for the ensuing year.
3. City Council then holds public hearings on the proposed budget. Notice of such hearing must appear in a local newspaper not less than seven days prior to the hearing.
4. The budget must be approved by a majority vote of City Council and legally adopted before July 1.
5. Additional appropriations may be made by City Council only if there is an undesignated fund balance or additional funding becomes available or extraordinary expenses warrant emergency action.
6. The City Manager is authorized to transfer budgeted amounts within departments up to \$10,000. Expenditures over the original budget of any department or transfers over \$10,000 must be approved by City Council. The School Board is authorized to transfer budgeted amounts within the school system's categories.
7. Appropriations lapse on June 30, for all City units, except for the Capital Projects Funds which carries unexpended balances into the following year on a project by project basis.
8. All budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America as applicable to governmental entities.
9. Department heads are responsible for managing departmental budgets within the total appropriated budget. Department heads shall prepare budget amendments for expenditures over a budgeted line item by more than \$10,000. No department or other agency of the city government may spend in excess of approved and appropriated amounts.

On a motion made by Mr. Wrenn and seconded by Mr. Fetherolf, the above draft of the Financial Policies and Guidelines was adopted. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Ms. Johnson and Mr. Scislowicz.

Personnel Job Descriptions

On a motion made by Mr. Wrenn and seconded by Mrs. Hilliard, it was unanimously approved to add the phrase "or any combination of related experience" to job descriptions. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Ms. Johnson and Mr. Scislowicz.

Old/New Business

Mrs. Hilliard was concerned about the lights being off on the 2nd Avenue bridge. The lights have been shut down pending the construction of the new bridge. Staff agreed to meet with VDOT to discuss various ways to assist motorists crossing the bridge such as installing reflective tape on the bridge walls.

Closed Session

On motion made by Mr. Fetherolf and seconded by Mr. Wrenn it was unanimously RESOLVED that Council meet in closed session to discuss (1) appointments to boards and committees and (2) to consult with the city attorney and staff to obtain advice about the establishment of certain personnel contracts for law enforcement personnel as permitted by Virginia Code Section 2.2-3711(A) (1) and (7). The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Certification

On motion made by Mr. Fetherolf and seconded by Mr. Wrenn, it was unanimously RESOLVED that City Council hereby certifies that to the best of the knowledge of each member only public business matters identified in the motion which the closed meeting was convened were discussed, heard or considered. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Appointment to VMEA

On motion made by Mrs. Hilliard and seconded by Mrs. Lawrence, Dave Howe was reappointed to serve on the Virginia Municipal Electric Association with his new term beginning immediately and expiring on March 9, 2009. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Appointment to Redevelopment and Housing Authority Board

On motion made by Mr. Fetherolf and seconded by Mr. Wrenn, Dr. Pamela Childress was appointed to serve on the Franklin Redevelopment and Housing Authority Board. Her term will begin immediately and expired on March 9, 2012. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Adoption of Contracts for Police Department

FRANKLIN POLICE DEPARTMENT CERTIFIED POLICE OFFICERS BONUS AGREEMENT

ATTENTION POLICE APPLICANT: _____

(Applicant's Name)

Qualified police officer applicants may receive a signing bonus when employed as a Franklin Police Officer. To qualify, an applicant must have received his/her basic law enforcement officer certification in Virginia through a course approved by the Department of Criminal Justice Services.

A bonus could be graduated upward based on years of experience with a City Police Department, County Police Department, Sheriff's Office and Virginia State Police.

APPLICANT'S YEARS OF EXPERIENCE & NAME OF DEPARTMENT: _____

AMOUNT OF SIGNING BONUS: _____

Any applicant who accepts a signing bonus when accepting employment as a police officer with the City agrees to remain employed as a police officer of the City for a period of thirty-six consecutive months which shall begin the first day on which the applicant reports for duty. If the applicant resigns for any reason whatsoever or if the applicant is terminated for cause within the thirty-six consecutive months following the start date of employment, then he/she agrees to repay the City a prorated share of the signing bonus based upon the number of months of employment served by the applicant. The applicant authorizes the City to withhold a sum of any accrued annual leave, holiday leave, compensatory time or accrued sick leave equal to the sum of the prorated balance of the signing bonus. The applicant and the City agree that all money withheld shall be forfeited to the City to be applied to payment of the prorated balance of the signing bonus. If there is still a balance due on the prorated signing bonus, then applicant will pay the balance immediately. If not paid, then applicant agrees to pay interest at the judgment rate, costs of collection and reasonable attorney's fees.

**CITY OF FRANKLIN, VIRGINIA
CONTRACT FOR REIMBURSEMENT FOR TRAINING EXPENSES AND
CONDITIONS OF EMPLOYMENT**

This Contract for Reimbursement, made and entered into this ____ day of _____, 2_____, between the City of Franklin, Virginia (the City), and _____ (the Applicant), provides as follows:

Whereas, the Applicant has made application for employment to be a police officer for the City, and the parties expect and contemplate that upon successful completion of the police officer basic training academy and the police department field training program, the Applicants will be employed by the City as a certified police officer;

Whereas, the Applicant recognizes that the City will incur substantial expenses in legally required and necessary training of the Applicant for the proper conduct of the duties of that position, and that the training will be of substantial value to the Applicant in that it will qualify the Applicant for employment with numerous other law enforcement agencies other than the City, and

Whereas, the parties contemplate that these expenditures for training investment in Applicant, which will be recovered by the City through the Applicant's services to the City after completion of training, and the Applicant understands that it would be unfair and cause an economic hardship to the City if the Applicant should, within 36 months after completion of training, leave the employment of the City, which the Applicant can do at any time; and

Whereas, the City is willing to provide this training to the Applicant without demanding direct reimbursement, provided the Applicant becomes and remains employed by the City for a period of 36 months after completion of the police officer basic training academy and the police department field training program, but not if the Applicant secures employment elsewhere within 36 months; and

Whereas, the Applicant acknowledges the value of the training the Applicant will receive and the cost the City will incur in providing this training and payment of Applicant's salary while in training; and

Whereas, the parties propose to provide for the reimbursement to the City all or part of the Training Expenses in the event the Applicant does not serve the City as a police officer for 36 months after the completion of the police officer basic academy and the police department field training program. This payment would constitute reimbursement to the City for costs incurred, not a penalty or damages.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Contract, the parties do

AGREE AS FOLLOWS:

1. The City shall hire applicant as an employee and provide to the Applicant professional training as a police officer, as mandated by state law and provided through a fully accredited police academy.
2. The Applicant agrees to withdraw his/her name as a candidate for appointment with any other law enforcement agency, either federal, state or municipal, upon receiving employment as a police officer with the City.
3. The City shall pay to or for the benefit of Applicant the salary, training, and equipment expenses related to the initial employment.
4. Upon successful completion of the Applicant's assigned academy and the field training program, the Applicant agrees to remain employed as a police officer of the City for a period of thirty-six (36) consecutive months of Continuous Employment. The thirty-six months shall begin on the Starting Date, which is the first day on which the Applicant reports for duty after completion of the academy and field training program. This Thirty-six month period is referred to as the Contract Period.
5. If the Applicant resigns for any reason whatsoever, regardless of whether or not the Applicant secures employment with another law enforcement agency or if the Applicant is terminated within the Contract Period, then the Applicant shall be indebted to and shall be obligated to pay the City the prorated cost of training expenses set forth in paragraph 8 below. An

Applicant who is terminated because of a disabling injury or illness shall be under no obligation or repayment, and the estate of a deceased officer shall have no obligation for repayment.

- 6. "Continuous" in this Contract shall mean uninterrupted by any factor other than illness, injury, military leave, or other good reason, as determined by the City, for two weeks or less.
- 7. In the event the Applicant has his/her initial period of employment extended, or is granted leave of absence during the period covered by this Contract, the Contract Period shall be extended by duration of time equal to the time of the extension of the initial period of employment or leave of absence, whichever is applicable.
- 8. If the Applicant shall, during the Contract period, leave the employment of the City, the Applicant shall pay on demand to the City the Prorated Training Expenses incurred with respect to the Applicant. Selection and hiring specifically refers to any and all medical and psychological screening, examinations, and evaluations.

Training Expenses means and includes the following items and total:

a. Selection and hiring	\$ _____
b. Cost of Academy	\$ _____
c. Salary earned at Academy	\$ _____
d. Field training (60 hrs @ \$15)	\$ _____
e. Non-recoverable equipment	\$ _____
TOTAL:	\$ _____

9. The balance of any outstanding Training Expenses incurred pursuant to this Contract shall be reimbursed in lump sum immediately upon the termination of employment.
10. In the event of default, the City shall also be entitled to interest at the then statutory judgment rate from the date of default on any unpaid balance. The City shall also be entitled to recover any applicable court costs, attorney's fees, or collection agency fees.
11. The Applicant authorizes the City to withhold the financial equivalent of any accrued annual leave, holiday leave, compensatory time or accrued sick leave. The Applicant and the City agree that all money withheld shall be forfeited to the City to be applied to payment of the prorated balance of the Training Expenses.
12. The City retains ownership of all uniforms and equipment issued.
13. This Contract sets forth an agreement between the Applicants and the City which is separate and distinct from any other agreement that the parties may have in reference to the employment of the Applicant and, except as specifically set forth herein, is severable from any other agreements that the parties may have. If any provision of the Contract is adjudged unenforceable, the unenforceable provision shall be severed from the remainder of the Contract; and the remainder shall then be enforced. This Contract sets for the entire understanding of the parties in reference to the reimbursement obligation of the Applicant. This Contract shall be construed pursuant to

Virginia law and venue will be the Franklin General District Court or the Southampton Circuit Court.

14. Nothing contained herein shall constitute an obligation by the City to employ the Applicant for a specific period of time; nor to alter the AT WILL nature of the City's relationship with the Applicant; that is, the Applicant, if hired, shall be terminable AT WILL by the City and nothing contained in this Contract shall confer any additional remedy upon the Applicant not otherwise granted by law. Likewise applicant is free to resign from his employment with the City at any time.
15. The Applicant understands and agrees that all conditions and terms contained within the City's conditional offer of employment continue to be binding upon the Applicant of hired as a City of Franklin Police Department Police Officer for the duration of his/her employment with the Department. [I understand that if I am unable to perform these functions, with or without reasonable accommodation, my employment will be terminated.]
16. The Applicant is encouraged to seek the advice of legal counsel before signing this legally binding Contract.
17. Additional Definitions used in this Contract follow:
 - a) "Month of Continuous Employment" means 160 hours of service performed within one month on the calendar. A month on the calendar shall begin on the day of the month of the Starting Date, and continue to that same day of the immediately succeeding month. Any such month in which

absence from work due to illness, non-duty related injury, vacation, leave, or other reason for a period of more than two weeks shall not count toward the 36 months of Continuous Employment. Similarly, any employment prior to the Starting Date shall not count.

- b) "Termination" means termination for violation of any law, rules, regulations, or policies of the City or City Police Department. It does not include termination because of disabling injury or illness.
- c) "Termination for Cause" is termination for (a) violation of any rule, regulation, or policy of the City of Franklin, (b) violation of any ordinance or law, (c) any reason which would disqualify an employee for unemployment compensation; or (d) for other good reason in the discretion of the Chief of Police or the City Manager.
- d) "Prorated training expenses" is the amount owed by the Applicant to the City upon separation. It shall be calculated by deducting from the Training Expenses an amount equal to one thirty-sixth of the Training Expenses for each full month of employment by the Applicant from the Starting Date to the date of separation.
- e) "Advice of legal counsel" shall be the Applicant acknowledging that this is a binding legal document and that

the Applicant had been advised of Applicant's right to, and encouraged to, have this document reviewed by independent legal counsel before signing document.

_____ I have read this Contract and understand that the terms herein are contractual and not a mere recital. I understand it, and I agree to it. The City has informed me of my right to have legal counsel review it, and I choose not to have it reviewed by legal counsel.

_____ I have read this Contract and understand that the terms herein are contractual and not a mere recital. I understand it and I agree to it. I have had my legal counsel review it prior to my signing it.

On motion made by Mr. Wrenn and seconded by Mr. Fetherolf, the Bonus Sign On Contract and the Training Reimbursement Agreement were unanimously approved by Council. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Adjournment

There being no further business, on motion duly made, seconded and unanimously adopted the meeting was adjourned at 8:32 P.M. The vote on this motion was as follows: AYE: Mr. Wrenn, Mrs. Lawrence, Mrs. Hilliard, Mr. Fetherolf and Mr. Council. NO: none. ABSENT: Mr. Scislowicz and Ms. Johnson.

Mayor

Clerk to City Council