

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	August 18, 2020
<b>Legislative Meeting Date</b>	August 25, 2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Finance

<b>Responsible Staff Person</b>
Muhammed Owusu

<b>Specific Nature of Request</b>
An order appointing Magaret Volkering, as Payroll Specialist in Finance Department.

<b>Description of Request Including Background Information if Relevant</b>
With Lindy's promotion to Procurement manager, the Payroll Specialist position became vacant. The City did an internal search, and Magaret Volkering was identified as the most qualified candidate. Maggie has been with the City since 2010, and worked 8 years as a Special Programs Administrator at Section 8 and the last two years as Finance Technician. Maggie has a Bachelor's degree in Psychology. In 2017, the HUD Program, Family Self Sufficiency (FSS) she coordinated, was ranked the highest performing in the nation. She's been an integral member of the Revenue Collection team in Finance, and will perform superbly in this new role.

<b>Company/Entity (if multiple, list all)</b>

<b>Value/Cost</b>

<b>Funding Source Including Account No.</b>

<b>Copy of Contract Attached?</b>

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

**SIGNING ORDER**

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3.  \_\_\_\_\_ DATE 8/11/2020

CITY MANAGER

# CITY OF COVINGTON

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<b>Division/Department Head Signature</b>
Finance

<b>Responsible Staff Person</b>
Muhammed Owusu

<b>Specific Nature of Request</b>
An order approving the promotion of Sandy Shoemaker from part-time Finance Technician to Full-time Finance Technician in Finance Department.

<b>Description of Request Including Background Information if Relevant</b>
This request is to backfill the Finance Technician position, currently held by Magaret Volkering. Sandy has worked as a part-time Finance Technician for over a year in the Department. Sandy's willingness to learn and grow, and her dedication to the taxpayers of Covington makes her a great asset to the City and a great addition to the Revenue Collection team. Sandy is bilingual and speaks Spanish. Another great asset to the team and the Spanish speaking citizens who come to City Hall to transact business.

<b>Company/Entity (if multiple, list all)</b>

<b>Value/Cost</b>

<b>Funding Source Including Account No.</b>

<b>Copy of Contract Attached?</b>

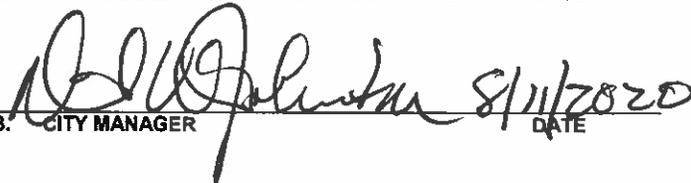
<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

### SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3. CITY MANAGER  8/11/2020  
DATE

# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

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<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Finance

<b>Responsible Staff Person</b>
Muhammed Owusu

<b>Specific Nature of Request</b>
An order authorizing the Mayor, to execute a contract with Resource X, the software vendor for Priority Based Budgeting.

<b>Description of Request Including Background Information if Relevant</b>
<p>The traditional approach to governmental budgeting is incremental, where the current year's budget becomes the basis for the next year's spending plan. Priority Based Budgeting (PBB) is a strategic alternative to incremental budgeting. It represents a fundamental change in the way resources are allocated. PBB is both a philosophy of how to budget scarce resources and a structured, albeit flexible, step-by-step process for doing so. The philosophy of PBB is that resources should be allocated according to how effectively a program or service achieves the goals and objectives that are of greatest value to the City. With the PBB approach, the City will identify it's most important strategic priorities, and through a collaborative, evidence-based process, rank programs or services according to how well they align with the priorities. The City will then allocate funding in accordance with the ranking.</p> <p>Resource X, will provide the City the software, tools and training to implement PBB successfully. It is the intent of the City to use information gleaned from the PBB to develop the FY 2022 budget.</p> <p>Staff recommends the approval of this Order.</p>

<b>Company/Entity (if multiple, list all)</b>

<b>Value/Cost</b>

<b>Funding Source Including Account No.</b>

<b>Copy of Contract Attached?</b>

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

**SIGNING ORDER**

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3.  7/29/2020  
CITY MANAGER DATE



## City of Covington, Kentucky Program Based Business Intelligence (PBBi) Software Tools and Implementation

### Document Overview:

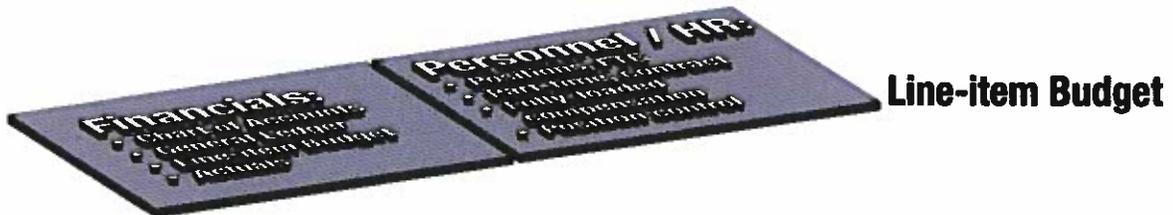
- I. Agreement Summary, and Contact Information
- II. Value Proposition
- III. Scope of Work + Taking Action on the Data
- IV. Contract Terms, Renewal Period and Signatures
- V. Appendix A: End User License Agreement

### I. Agreement Summary, Contact Information, and ResourceX Specialists

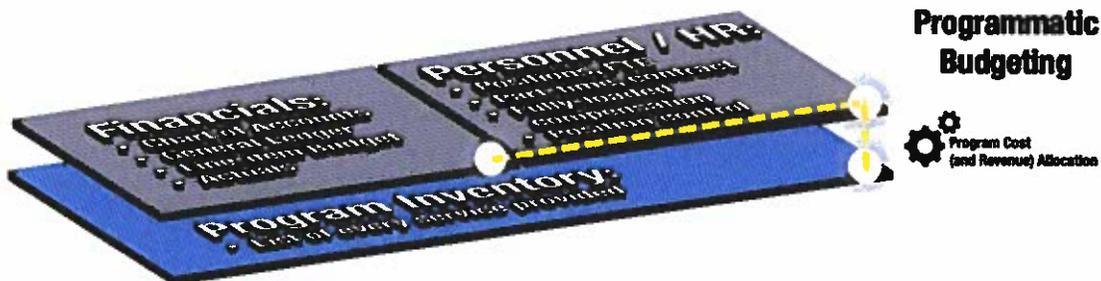
BASIC INFORMATION	
Organization name:	City of Covington, KY
Project Lead:	Muhammed Owusu, CFO
Telephone number/email:	mowusu@covingtonky.gov
Start Date:	August 2020
Target Completion Date:	November 2020
Total Project Cost Year 1:	\$ 40,000 US
Subsequent Annual Support Cost:	\$ 15,000 US
ResourceX Implementation Specialist:	Santina Reichow, sreichow@resourceX.net
ResourceX Support:	Chris Fabian, cfabian@resourceX.net
ResourceX VP of Client Success:	Eric Keck, ekeck@resourceX.net

## II. Value Proposition

The **Line-item Budget** is organized to satisfy regulatory standards, create effective budget monitoring and control mechanisms, provide transparency and accountability as a best practice in budgeting. However, it does not provide adequate insights into the costs of providing specific programs, nor arm us with the business analytics needed to open up resource re-allocation and revenue generation opportunities.



To get to the answer of questions such as "*can we do this program more efficiently,*" and "*are we the best source to provide this service,*" or "*are we charging appropriately to recover our costs for fee-driven programs*" requires us to know *what programs do we offer*, how much do they cost, and how much are we charging. Leveraging your line-item budget data, we can create an additional layer of data (a "**Program Inventory**") to describe the programs offered by your organization, and apply a process technique (**Cost-allocation** and Revenue-allocation) to produce a fundamentally transformative data-set known as a **Programmatic Budget** (aka **Program Based Business Intelligence/PBBi**).



According to the Government Finance Officers Association (GFOA), "Program Budgeting is an underlying assumption to many of GFOA's budgeting best practices, and being able to connect costs and outcomes associated with specific services is critical to communicating value to citizens." A program budget shows exactly what the government does, how much it costs, and what the tradeoffs are.

## Exhibit I: The Benefits of Program Budgeting

**Transparency.** Creates true transparency by showing what the government does and how much it costs in a way that is meaningful to citizens.

**Trade-offs.** Provides a language for meaningful discussions about making budgeting trade-offs among services.

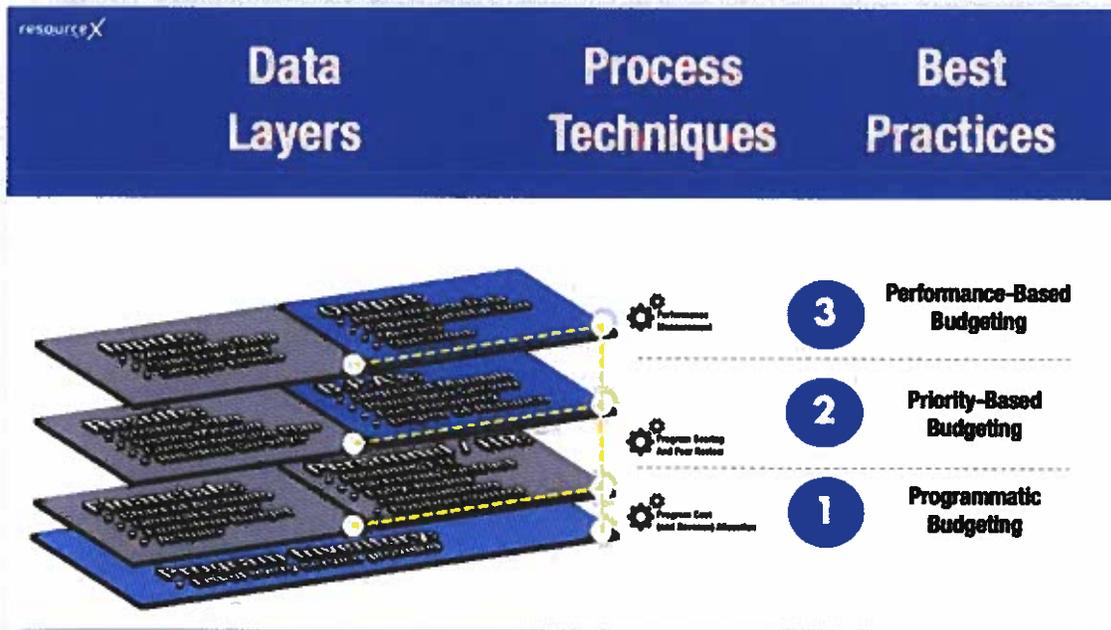
**Sourcing.** Allows more meaningful comparisons to other service providers when considering options such as outsourcing or shared services.

**Workforce Planning.** Shows how the workforce is associated with programs, which allows governments to better integrate succession planning into the budget process.

**Performance.** Clarifies the context of programs better than broader categories like departments and divisions by using performance and measures.

With GFOA's Shayne Kavanagh, ResourceX co-founder Chris Fabian established the best practices in creating an effective Program Inventory, as well as executing a consistent and accurate approach to cost (and revenue) allocation to efficiently implement a Programmatic Budgeting approach. And with the key business intelligence that a Program Budget data set creates, an effective path to "taking action on the data" via trade-off decisions, workforce planning, sourcing and other crucial conversations, became the subject of the Government Finance Review's journal publication on the topic: [downloadable here](#).

Just as Programmatic Budgeting builds on and makes use of your line-item data to create more actionable insights at the program level; your organization may consider layering additional



data in future years to embark upon Priority-Based Budgeting and even Performance-Based Budgeting.

Program Based Business Intelligence (PBBi) is a foundational data set that unlocks insights pertaining to program efficiency, service levels, and cost recovery opportunities, and that's why it's a Best Practice. In future years, you will be well equipped to consider additional Best Practices:

- Layering strategic planning data, outcomes, mission and vision, and connecting them via a Program Scoring process, your organization can unlock the insights of program relevancy achieved through **Priority Based Budgeting**.
- Layering on metrics, input measures and outcome assessments (including citizen satisfaction surveys), and connecting them via measurement assessment, your organization can unlock the insights of program performance achieved through **Performance Based Budgeting**.

ResourceX is a leader in PBBi implementation and analysis, Priority Based Budgeting and Performance Based Budgeting with over 300 implementations across the United States and Canada. Our work is identified as Best Practice by the International City/County Management Association (ICMA), the Government Finance Officer's Association (GFOA), the National League of Cities (NLC) and the Alliance for Innovation.

**"At its core, Priority-Based Budgeting calls for us to be comprehensive and strategic in our efforts to accomplish our mission to make Marathon County the healthiest, safest and most prosperous county in the state."**

Lance Leonhard, Deputy County Administrator  
Marathon County, Wisconsin

**"I've been preparing budgets for 20 years — never have I prepared a more exciting, forward-looking budget than what we are presenting to you tonight."**

Jim Ritsema, City Manager, Kalamazoo, MI  
3rd Year Priority Based Budget Implementer

**"Priority driven budgeting is a common sense, strategic alternative to budgeting."**

David Alvord, Mayor  
South Jordan, Utah

**"The story we tell ourselves in this City is that we're broke, busted, bankrupt. And we turn to citizens begging them to understand this obvious fact, and to provide us money for what we need. But how to do we stand behind this story when we collect over \$600 million every year? We're not broke! We just choose to lock our assumptions that every dollar is spent exactly as it should be. The process and tools of Priority Based Budgeting upends this assumption and unlocks opportunities to substantially re-allocate the resources we have."**

Sandy Spang, Councilwoman  
City of Toledo, Ohio

The following proposal and quote outline the steps in our PBBi package.

### III. Scope of Work

ResourceX has established a proven approach to implementing PBBi over the course of a 1-3 month overall timeframe. The following section provides an outline of each step along the way, the recommended timeline for completion, as well as key progress milestones.

#### **Line Item Budget Review, Program Inventory Creation:**

ResourceX will work with your team to upload your line-item financial information and basic workforce data, and develop a program inventory.

#### **ResourceX Value:**

- **Line-item Budget Review and Upload:** ResourceX online software is designed and tested to upload financial line-item data, and key workforce / personnel data for use in the cost-allocation process. Our team is experienced in a vast array of budgeting and ERP software systems, sufficient to support your organization as data is extracted, formatted and uploaded into our tools.
- **Program Inventory Creation:** Programs are the fundamental unit for decision making, and thus identifying programs at an effective level to facilitate the decisions your organization wants to make is one of the most important steps in the process. ResourceX brings experience in working with over 300 organizations to create effective program inventories. Leveraging the data from these organizations, ResourceX provides best practices, effective training for your departments, and most importantly examples of over 220,000 government programs to make this process easy, efficient and valuable.

#### **Objectives:**

- **Line-item Budget Review and Upload:** successfully extract your organization's line-item data, and pertinent personnel data; format your data; and upload your data into our online platform.
- **Program Inventory Creation:** create an effective Program Inventory, sufficient for use in the cost-allocation (and revenue-allocation) steps that follow.

**Milestones:** The two key milestones for this phase include: 1.) having an agreed upon set of budget data (do the financials tie-out to the cost and revenue data loaded?), and workforce data (do the personnel totals tie out to known workforce information?), and 2.) having complete Program Inventory data from all participants.

**Timeline:** On average, we will recommend 3 meetings with your project team, over the course of approximately 2-3 weeks to complete these steps.

#### **Program Cost-Allocation, with Virtual Workshop:**

ResourceX provides virtual training workshop(s) to provide in-depth training to your staff, coach participants through their individual questions, address any barriers to success or implementation roadblocks, and help sustain progress toward completion. To support the creation of program cost data, ResourceX provides a robust software solution to facilitate the cost-allocation process.

**ResourceX Value:** ResourceX applies its expertise in cost-allocation, following the guidance established with the Government Finance Officer's Association (GFOA) for Program Budgeting. Personnel costs are allocated based on the amount of time that the organization's human resources support the program, and non-personnel line-item costs are also allocated for a true cost of doing business. This approach emphasizes accuracy in program costing more so than precision - our belief and objective is that with "reasonably accurate data," your organization can still make very real and productive recommendations for positive programmatic changes.

**Objectives:**

- Deliver virtual on-site training to your organization to introduce cost-allocation.
- Provide additional, on-going support via weekly meetings or remote office hours.

**Milestones:** The key milestone for this stage will be met when Personnel and Non-Personnel expenses are allocated to identified programs. Reviewing and refining totals begins as users analyze the total cost of delivering a service.

**Timeline:** Virtual training, in addition to another 1-4 weeks supported remotely.

**Final Deliverable:**

ResourceX provides a data visualization and analytics application within the PBBi Program Budgeting software, to visually represent the cost of a service and the main drivers of those costs. The site is commonly referred to as the "Present Site" to support your organizations presentation of data, and exploration of resource reallocation and revenue generation opportunities.

**ResourceX Value:** Visual and dynamic software tools promote engagement with the data, facilitate communication, and drive action.

**Timeline:** 1 week (turn-around, from the completion of costs, to the production of the site)

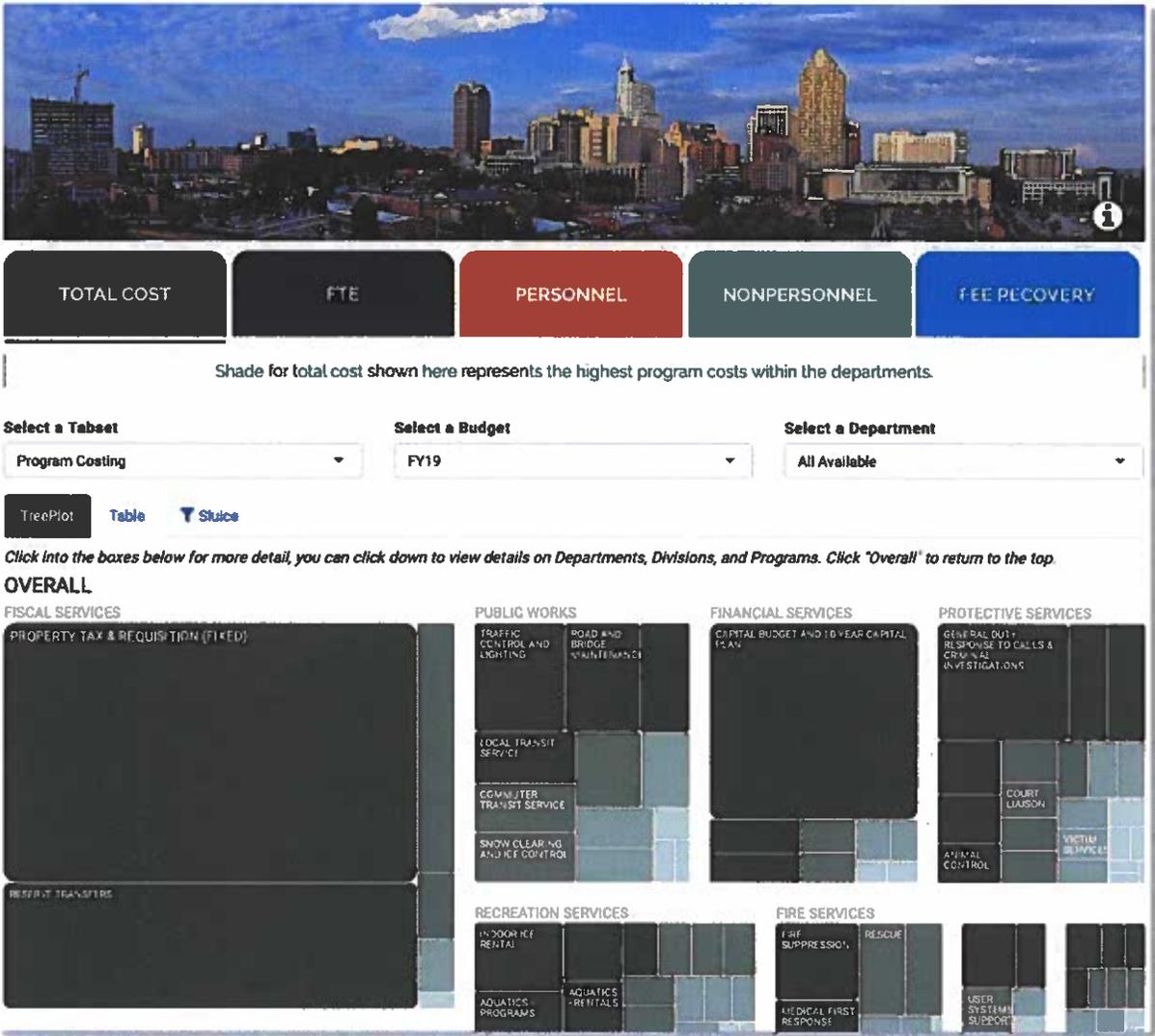
**Objectives:** Create a custom website to reflect the completion of program costing.

**Milestones:** Provide access to a dynamic and interactive website that allows users to explore the costs and search the services.

**Software and Support:**

The "Present Site" is your final deliverable and may be accessed behind a password for internal use or open to the public via a link from your website. An example for your review is accessible here at the following link:

<https://openphbdata.net/ResourceXProgramCosting/>



The "Program Cost Allocation" engine is an online allocator, designed to make the generation of your Program Inventory, and Program Costs easy, efficient and accurate.

**Complete Program Costing using the Online Allocator or Downloadable Template.**

Select User Group for Program Costing

All Available



### Allocate Personnel

Selected	Current Allocation	Position Description	Employee ID	Cost Center	Obj	Name	Account
<input checked="" type="checkbox"/>	0	BUILDING INSPECTOR SUPERVISOR	14838	2492610	0	STEVEN SWAN	2492610

Update Personnel Allocations. For multiple selections the average allocation is show

Programs to Include:  Check All  Uncheck All

Allocations Method:

Include	Program	Program	Allocation	Cost
<input checked="" type="checkbox"/>	75	Abatement of tall grass and weeds on residential and vacant lots in the City	0	N
<input checked="" type="checkbox"/>	128	Act 285 Reviews	0	N
<input checked="" type="checkbox"/>	205	Administer and enforce state construction codes, including Building, Electrical, Plumbing and Mechanical	70	N
<input checked="" type="checkbox"/>	107	Brownfield Remediation Fund Administration	0	N
<input checked="" type="checkbox"/>	101	Business Retention Program with Ingham County	0	N
<input checked="" type="checkbox"/>	90	CDBG Grant Administration & Program Delivery	0	N
<input checked="" type="checkbox"/>	71	Char the Demolition Board for the removal of distressed properties in the City	0	N
<input checked="" type="checkbox"/>	212	Citizen Interactions	0	N
<input checked="" type="checkbox"/>	87	City Licensing Inspections	0	N
<input checked="" type="checkbox"/>	120	Comprehensive Planning	0	N
<input checked="" type="checkbox"/>	118	Downtown resident parking program	0	N
<input checked="" type="checkbox"/>	207	Economic Development assistance	0	N
<input checked="" type="checkbox"/>	85	Enforcement of City sign Ordinance as required by City Ordinance (Chapter 34.20)	30	N
<input checked="" type="checkbox"/>	86	Enforcement of Floodplain regulations as they pertain to building construction	12	N

### Allocate NonPersonnel

Selected	Current Allocation	Cost	Account Description	Object	Account
<input checked="" type="checkbox"/>	3,000	0	TRAINING	0 101 122601 747000 00000	101 122601 747000 00000
<input checked="" type="checkbox"/>	25,000	0	TRAINING	0 101 122610 747000 00000	101 122610 747000 00000
<input checked="" type="checkbox"/>	0	0	TRAINING	0 101 34 3535 747000 00000	101 343535 747000 00000
<input checked="" type="checkbox"/>	7,500	0	TRAINING	0 249 122610 747000 00000	249 122610 747000 00000
<input checked="" type="checkbox"/>	20,000	0	TRAINING	0 585 453810 747000 00000	585 453810 747000 00000

Update Expense or Revenue Allocations. Check Programs to include, then select an allocation method

Programs to Include:  Check All  Uncheck All

Allocations Method:

Include	Program	Program	FTE	Alloc
<input checked="" type="checkbox"/>	75	Abatement of tall grass and weeds on residential and vacant lots in the City	0.35	1213.72
<input checked="" type="checkbox"/>	128	Act 285 Reviews	0.1	74.4564
<input checked="" type="checkbox"/>	205	Administer and enforce state construction codes, including Building, Electrical, Plumbing and Mechanical	10.77	7044.5
<input checked="" type="checkbox"/>	107	Brownfield Remediation Fund Administration	0	0
<input checked="" type="checkbox"/>	101	Business Retention Program with Ingham County	1	744.68
<input checked="" type="checkbox"/>	90	CDBG Grant Administration & Program Delivery	7.85	5609.7
<input checked="" type="checkbox"/>	71	Char the Demolition Board for the removal of distressed properties in the City	0.05	37.228
<input checked="" type="checkbox"/>	212	Citizen Interactions	0.75	568.42
<input checked="" type="checkbox"/>	87	City Licensing Inspections	0	0
<input checked="" type="checkbox"/>	120	Comprehensive Planning	0.25	632.88
<input checked="" type="checkbox"/>	118	Downtown resident parking program	0.45	335.05
<input checked="" type="checkbox"/>	207	Economic Development assistance	0	0

Cost allocation methods are built-in to the tools, to facilitate ease for allocating personnel (demonstrated on the left), and non-personnel line-item costs (on the right). FTE can be grouped by common positions and allocated all at once, or one by one. Non-personnel costs can be distributed pro-rated based on a per FTE basis, a percentage basis, directly, or evenly. Costs can be distributed across department and division lines, and all tie out completely to your budget, exactly as they were extracted from your financial system.

## Taking Action on the Data

As your organization begins to put its PBBi data to use, ResourceX has developed a means to recognize an organization's mastery in taking action on PBBi data. The program is designed to accelerate mastery in programmatic decision-making and resource optimization, advancing expertise in applying the uniquely insightful data produced throughout PBB, to attain any or all among four specific levels of ambition that we call "the 4-Levels of PBB Mastery."

ResourceX believes that in order for local government leaders to succeed in a data-driven era, we're going to need to create more insightful data, and we're going to need new skills and clear ambitions to most prosperously put data to use. This is what the 4-Levels of PBB Mastery are all about: what data will we need to create, and what ambitions must we strive for as we apply the data?

The blunt challenge is that most organizations have plenty of new programs and services they wish they could launch, and they have absolutely no shortage of phenomenal ideas and innovations to initiate in order to create a brighter future for their communities; but they perceive that they don't have the people nor the money to launch anything substantial or ambitious.

Compounding that challenge, for many, is that the cost of providing current services continues to increase, putting additional strain on the resources available to achieve the Results that matter most to their citizens.

This is why the status quo persists in most organizations — not because of a lack of great ideas, and not because of a lack of drive to tackle their community's most pressing challenges, but because of a limiting and debilitating belief that there's just not enough money to fund new programs.

Most excitingly, organizations who are mastering the 4-Levels are showing that resources are more readily available than we might have believed. Applying PBB to master each level, organizations are discovering solutions to optimize their current resources, and exploring opportunities to attain new resources in order to successfully launch the new programs and bolster the highest priority programs required to create the best future they can.

The purpose of the 4-Levels, therefore is to create a practical vehicle to discover and take advantage of every opportunity to free-up and reallocate resources, as well as to maximize new revenue, in order to fund the programs required to produce a better future.

\*Specifically, ResourceX will present the 4-Levels framework to introduce your organization to a multitude of measurable and attainable ambitions, demonstrating the best in applied PBB. Achieving mastery in any or all of the 4-Levels is up to your organization and its goals.

# 4 Levels of PBB Mastery CERTIFICATION PROGRAM



## Level 1: Data Creation and Communication

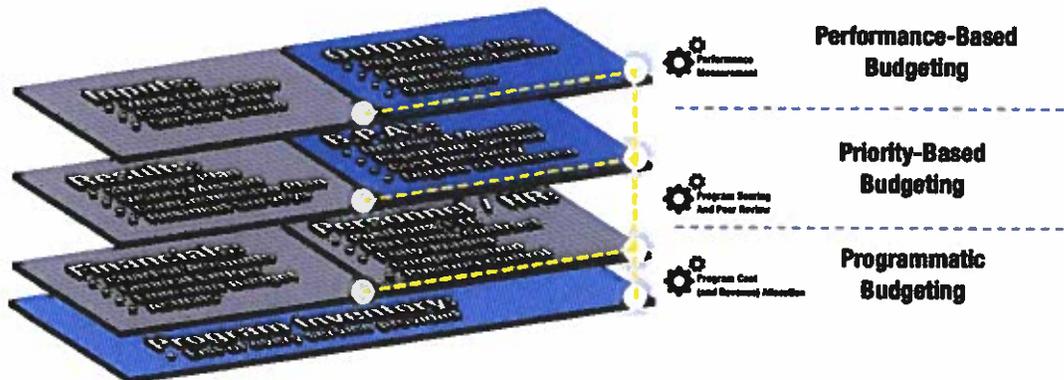
First, get the data. Mastery at the foundational level is about getting data and learning to use data routinely in decision-making. Identify the programs you offer and the price for delivering each program.

Further layer data such as community outcomes, and even performance metrics to add insight as to the alignment (or lack thereof) of your organization's resources with the results you're striving to achieve.

Communicate this information. Use it as the basis for budgetary decisions. Use data as the basis for any decision — within the budget process and/or outside the budget process.

Mastering data-driven communication, and applying data in routine decision making is the foundational goal of Level 1.

## DATA LAYERING TECHNIQUES TO PRODUCE MORE ACTIONABLE INSIGHTS



### FOR CERTIFICATION, COMMUNITY DEMONSTRATES EVIDENCE SUCH AS THE FOLLOWING:

#### DATA CREATION AND COMMUNICATION

- Create Fundamental Business Intelligence at the Program Level: Name, Description, Costs, Revenue
- Apply Program Data to Drive Decisions
- Communicate and Share Data
- Create and Link Additional Data Layers: Prioritization, Relevance, Performance

#### Level 2: Master Resource Re-allocation and Maximization

Take action on the data produced via program-based, priority-based and/or performance-based budgeting.

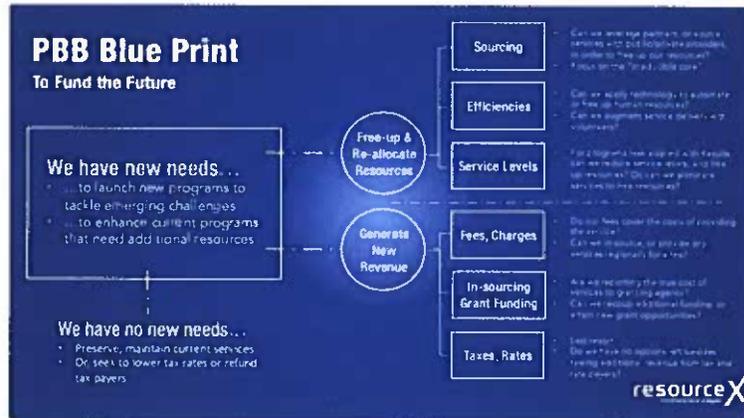
**Repurposing:** Shift resources away from programs that can be provided more efficiently for the same outcome, programs that are less relevant and could be provided at a lower service level (or sunset), programs that are performing poorly, or programs that could be provided with a partner, and repurpose those resources towards new programs that need to be launched, or current programs that need enhancement.

**Maximization:** seek to maximize incoming resources through cost-recovery opportunities shown in the data, regionalization and in-sourcing opportunities, grant funding, opportunity zones, economic development, philanthropic commitments, and taxation.

During the 2019 PBB Summit, 7 organizations were honored as the first to receive Resource Optimizer and Resource Maximizer Awards, including: Washington County WI, City of Shawnee KS, City of South Jordan UT, City of Branson MO, Scott County MN, City of Plano TX and the City of Kalamazoo MI.

Level 2 is about mastering the simplicity of two techniques: divesting resources away from programs (people's time, as well as non-personnel expense), and becoming adept and generating new revenue (in all ways beyond tax), and therefore mastering the framework for action on the right side of the PBB Blue Print.

# PBB BLUE PRINT TO OPTIMIZE AND MAXIMIZE RESOURCES



## FOR CERTIFICATION, COMMUNITY DEMONSTRATES EVIDENCE SUCH AS THE FOLLOWING:

**RESOURCE REALLOCATION AND MAXIMIZATION**

- Apply "PBB Blue Print" and the 5 Policy Questions
- Optimize Resources through Reallocation, Repurposing
- Maximize Incoming Resources through Cost Recovery
- Fund New Initiatives and Program Enhancements
- "Every Program Has a Future" – Designate the Fate
- Frame Trade-off Decisions

### IV. Contract Terms, Setup, Renewal Period and Signatures

The following table outlines the costs, deliverables and timeline.

COST SUMMARY	
Initial Invoice Amount – Software plus one-time set-up	\$40,000
Software Renewal Rate	\$15,000 (software only)

<b>Initial Invoice Date – Due net 30 Days</b>	<b>August 1st, 2020</b>
<b>Renewal Invoice Dates – Due net 30 Days</b>	<b>July 1st, 2021</b> <b>July 1st 2022</b> <b>July 1st 2023</b>

**Initial Setup & Ongoing Management:** Initial implementation can be divided into two parts, the setup and ongoing management. Both efforts are detailed below.

#### **ResourceX Obligations**

**As part of the setup, ResourceX will support:**

- A. Discussing the project scope and overall plan;**
- B. Assisting with the creation of the project charter ;**
- C. Uploading annual budget and personnel data to the online tools;**
- D. Provisioning users in the online tools;**
- E. Discussing community results and definitions.**

**As part of ongoing management, ResourceX will support:**

- A. Creating program inventories;**
- B. Allocating costs to programs;**
- C. Validating costs;**
- D. Training staff on how to utilize the analysis tools.**

#### **Client Requirements**

**Client agrees to the following terms for delivery and review of materials.**

- A. Client shall complete the ResourceX Project Charter.**
- B. Client shall provide budget and personnel data for the implemented fiscal year.**
- C. Client shall provide a list of employees that will need access to the online tools.**
- D. Client shall commit to adhering to mutually agreed upon implementation schedule.**

#### **Communications**

Client agrees the communication is to be via email or Xpress support through Slack only. If the Client wishes to speak on the phone, the Client should send an email to ResourceX stating that you would like to schedule a phone call and ResourceX will work with the Client to arrange a time. ResourceX typically responds to email within 24 hours excluding weekends and standard public holidays.

**Annual Renewal Terms:** Annual renewal rate of \$15,000 will be set for 3 years. Each year an invoice will be sent July 1<sup>st</sup> for continued access to the Online Priority Based Budgeting tools. Either party may terminate this agreement, at any time, with a minimum of a written 30-day notice prior to the renewal year (with the ability to re-subscribe again at any time, subject to the current subscription rates at that time).

- 1. Client Success Meeting:** Each renewal year, you will get an annual “Customer Success Meeting” during which we will talk about what’s working really well, where your organization needs improvement, and most importantly your goals and aspirations for the renewal year ahead, so that we may scope to your success.
- 2. Project Charter:** Your renewal year goals and the ResourceX scope to support you will be documented in an annual Project Charter – a simple tool to clarify the customized and specific goals and deliverables we are striving to achieve together.
- 3. Renewal Support:** based on discussions with city staff, the ongoing renewal rate is quoted for software only.
- 4. Additional Support:** All support outside the scope of this Agreement that are requested by the Client and which ResourceX agrees to perform will be billed at a rate of \$200 per hour. Client will be notified and must approve in writing (email is sufficient) additional services before they will be performed, although ResourceX may not necessarily be able to inform Client in advance of the total cost of such additional

services. Client will also be given opportunity to purchase additional services at package rates, when deemed appropriate by ResourceX.

**THIS AGREEMENT** is made and effective as of *August 1, 2020*, between *City of Covington, KY and Resource Exploration, LLC*. The parties agree as follows:

**Resource Exploration, LLC**

**City of Covington, KY**



\_\_\_\_\_ Date: 7-27-2020  
By: Chris Fabian  
Co-Founder

\_\_\_\_\_ Date 7-27-2020  
By:

This proposal and contract will remain valid for 60 days from signature date (7.27.2020).

# Appendix A

## End User License Agreement

## V. Appendix A: End User License Agreement

### ONLINEPBB® LICENSE AND HOSTING AGREEMENT

IMPORTANT - BY UTILIZING ONLINEPBB SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY BEFORE PROCEEDING.

This Agreement is a legal agreement between you (City of Covington, KY) and Resource Exploration, LLC, the licensor of OnlinePBB software and associated on-line documentation that you access using this internet website (together referred in this Agreement as "OnlinePBB").

**1. OnlinePBB License.** Subject to the terms of this Agreement, Resource Exploration, LLC, grants you a non-exclusive, non-transferable license to access OnlinePBB remotely via browser on the server used by Resource Exploration, LLC, to operate this website (the "Server") solely for purposes of creating and maintaining on the Server any interactive website developed using this website and with respect to which all required fees payable under this Agreement have been paid by you (each, a "Website").

**2. Restrictions.** You may not download or otherwise copy all or any portion of OnlinePBB software. You may not sell, rent, license, lend, transfer or otherwise grant access to OnlinePBB to any other person or entity except as contemplated by the license granted to you above. You must comply with all applicable laws and regulations in your use of OnlinePBB. You may not modify, translate, reverse engineer, decompile disassemble or otherwise attempt to obtain or derive source code from all or any portion of OnlinePBB.

**3. Proprietary Rights.** Resource Exploration, LLC and its supplier's reserve all rights to OnlinePBB not expressly granted in this Agreement. Resource Exploration, LLC and its suppliers own OnlinePBB and all associated patent, copyright, trade secrets and other proprietary rights in OnlinePBB. No title or ownership of OnlinePBB or any associated proprietary rights are transferred to you or any other person by this Agreement.

**4. Disclosure and Ownership of Data.** The materials used by Resource Exploration, LLC for work performed under this Agreement are specific and unique methods of fiscal management and budget prioritization. As such, these materials are protected by copyright. You agree and understands that these materials and all methods, models and applications resulting from the use of said materials are the sole, complete and absolute property of Resource Exploration, LLC. As such, any use, future use or application or any publication (either oral or written) of these materials by your organization will be at the discretion of Resource Exploration, LLC and in any event will not occur without the express and prior

written permission of Resource Exploration, LLC. All legal rights and protections afforded by copyright and Resource Exploration, LLC's ownership of all the underlying intellectual property associated with these fiscal management and budget prioritization materials are retained and reserved exclusively by Resource Exploration, LLC, reserving all legal rights and remedies incident to its ownership of these materials. It is understood that your organization may utilize these methods, models and applications for their own specific use but are not free to share these methods, models and applications with other individuals or entities. Nothing herein precludes disclosures required by law.

**5. U.S. Government Restricted Rights.** If OnlinePBB is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) OnlinePBB and accompanying materials constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (ii) the U.S. Government's rights relating to OnlinePBB and accompanying materials are limited to those specifically granted in this Agreement.

**6. Data - Data Security.** The OnlinePBB web-application provides data security via SSL encryption, and is accessed via https - this protects and secures the client's data from outside the organization, protecting the client and RESOURCEX. Additionally, data is protected within the client's organization by way of individual user accounts and user passwords, and varying levels of permission and access, to give the client control over data accessibility.

**7. Data - Data Storage.** The OnlinePBB web-application utilizes Amazon Web Services (AWS) for best-in-class data storage.

**8. Data - Data Protection/backups.** Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night.

**9. Service Availability - Disaster recovery/business continuity.** To support the organization in the case of disaster, Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night. The organization may also download their own data files on a more frequent basis, in order to perform complete data restoration - restoring from any point in time, from previously saved data, completely in control of the City. Data files are stored in DropBox, as well as Resource Exploration headquarters to provide additional redundancy.

**10. Service Levels - System Availability / performance.** The OnlinePBB web-application is provided and available 24 hours per day, 7 days per week. Resource Exploration reserves the right to perform regularly scheduled updates and maintenance, during which time the organization may experience brief periods of downtime for server restarts to make updates

available. Scheduled updates take place after 6pm EST Monday-Friday, and the organization will be made aware ahead of schedule, to the greatest extent possible. It should be noted that Resource Exploration reserves the right to restart the web server at any time, but will provide the organization as much advanced awareness as possible. Resource Exploration uses all reasonable business means to ensure the application is available for the organization's use.

**11. Insurance - Vendor insurance and liability.** Resource Exploration agrees to procure and maintain in force during the term of this Agreement, at its own cost, cyber insurance coverage.

**12. Indemnification.** ResourceX will indemnify and hold harmless the other party from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by Resource Exploration's negligence, breach of warranty or contract, or wrongful conduct.

**13. Independent Contractors.** The parties agree that Resource Exploration, LLC, is an independent contractor as that term is commonly used and Resource Exploration, LLC's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

**14. Limitation of Liability.** Except for indemnification and those matters required to be insured pursuant to this Addendum, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**15. Liability Insurance.** Resource Exploration, LLC, shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including an acknowledgement of and coverage for the indemnity provision of this Addendum, with limits of liability of not less than \$1 million and workers disability compensation insurance in compliance with Missouri's statutory limits, and shall provide a certificate of insurance to the City naming the City as a certificate holder, which certificate shall provide that the City shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance. Said insurance shall cover any claims arising out of, occurring during, or accruing during the term of this agreement and shall survive the term and termination of this agreement and shall be primary without right of contribution against the City.

**16. Non-Assignment.** The parties agree that there shall be no authority on the part of Resource Exploration, LLC, to subcontract, assign, or otherwise dispose of any portion of the

services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Resource Exploration, LLC, solely shall be responsible for managing, directing and paying the subcontractors or assignees, and the City shall have no obligations whatsoever toward said subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement.

**17. Remedies.** The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected Party, for which monetary damages, on their own, would be inadequate. Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

**18. Handling of Disputes.** The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of monies paid to ResourceX, shall be handled in accordance with applicable State and Federal laws.

**19. Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

**20. Interpretation and Enforcement.** The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of Colorado. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Colorado.

**21. Completeness of Agreement.** This Agreement constitutes the entire agreement between your organization and Resource Exploration regarding OnlinePBB, the hosting of the Website and your use of the website. Resource Exploration will not be bound by any provision in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise unless Resource Exploration specifically agrees in writing to such provision.

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

<b>Caucus Meeting Date</b>	8/18/20
<b>Legislative Meeting Date</b>	8/25/20
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services 

<b>Responsible Staff Person</b>
Ken Smith

<b>Specific Nature of Request</b>
An order authorizing the Mayor to execute an agreement with the City of Elsmere, KY for the transfer of two pieces of field artillery currently located at the Montague entrance to Devou Park.

<b>Description of Request Including Background Information if Relevant</b>
Two field artillery pieces have sat at the Lewisburg entrance to Devou Park for many years as part of a war memorial. While the display is on City-owned property, it was sponsored by the former Park Hills VFW post across the street. In addition to the artillery pieces, there is a large flagpole and a small bronze tablet bearing the inscription: "Lest we forget, to honor the members of this post killed in the service of their country, 1941-1945." After the closure of the Park Hills VFW, the City was approached by the Elsmere VFW with a request to relocate the pieces there. Staff asked the VFW post in Latonia, but they indicated they were not interested. Because the memorial honored those who died from the VFW post, staff is recommending that the City approve this agreement to allow the pieces to be displayed at another VFW post. In 2017, the City rebuilt and rededicated the 1969 Armed Services Memorial across from the Bandshell.

<b>Company/Entity (if multiple, list all)</b>
City of Elsmere, KY

### SIGNING ORDER

<b>Value/Cost</b>
\$1

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
N/A

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
Yes

 8/11/2020  
 3. CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>
N/A

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

## AGREEMENT FOR DISPOSITION OF SURPLUS PROPERTY

This agreement for disposition of surplus (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between the **CITY OF ELSMERE, KENTUCKY**, a Kentucky municipal corporation of the home rule class with a principal place of business of 318 Garvey Avenue, Elsmere, Kentucky 41018 ("Elsmere") and the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class with a principal place of business at 20 W. Pike Street, Covington, KY 41011 ("Covington") (collectively known as the "Parties").

WHEREAS, the City of Covington currently possesses and owns two pieces of field artillery ("Cannons") that are displayed at the entrance to Devou Park on Montague Road; and

WHEREAS, the Cannons were previously adjacent to VFW Post #1484, but that post was razed and merged with VFW Post # 6095 (Marshall-Schildmeyer Post) in Covington; and

WHEREAS, VFW Post # 6095 (Marshall-Schildmeyer Post) in Covington declined to take the Cannons; and

WHEREAS, the City of Elsmere would like to accept the cannons as the transfer of surplus property from one government entity to another so that the Ralph Fulton VFW Post # 6423 is able to display the cannons for the benefit of its membership and the public.

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

1. **Disposition of Surplus Property:** Pursuant to the terms and conditions of this Agreement, and in accordance with KRS 82.083 and applicable Kentucky Law, Covington agrees to deliver possession to the Elsmere the two artillery cannons depicted in Exhibit A ("Cannons").
2. **Conditions of Disposition of Surplus Property:** Elsmere hereby agrees that the Cannons will be used as a relic display at 4435 Dixie Highway, Elsmere, Kentucky 41018, or at any future permanent location used by a VFW Post or similar veteran's group.
3. **Covington's Disclaimers:** Covington hereby disclaims any warranties of title, and warranties against infringement, including but not limited to those warranties described in the Kentucky Uniform Commercial Code Section 355.2-312. Elsmere hereby acknowledges that the Cannons were left on property owned by Covington. Covington does not claim title in itself, and Covington is purporting to transfer only such right or title as it may have.
4. **Applicability of Laws Regulating Firearms:** The Parties hereby agree that for the purposes of federal law, the Cannons are not capable of firing fixed ammunition and were manufactured in or before 1898, or constitute a replica thereof, and are therefore antiques not subject to the provisions of either the Gun Control Act or the National Firearms Act. Buyer represents that the sale of the Goods to Buyer by Seller will not violate any local, state, or federal laws, rules, regulations, or ordinances.
5. **Possession:** Elsmere, or its agent, at its sole cost and expense, shall arrange for the Cannons to be picked up from their current location at the entrance to Devou Park on Montague Road in Covington, Kentucky. Elsmere and Covington shall arrange mutually

agreeable date of pickup. Elsmere, or its agent, shall use remove the Goods in a manner that does not cause damage to the Covington's real or personal property, or cause personal injury or death. If Elsmere utilizes a contractor or third-party to remove the Cannons from Covington's property, Elsmere shall ensure such party agrees in writing to indemnify and hold harmless Covington, its employees, officials and agents, and require such party to obtain general liability coverage with Covington named as an additional insured prior to undertaking the removal of the Cannons and such insurance shall only be necessary until the transportation of the Cannons is complete. Elsmere must remove the Cannons from Covington's property by November 30, 2020.

6. **AS-IS:** THE CANNONS ARE SOLD AS IS, AND COVINGTON EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. COVINGTON MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TITLE OF THE CANNONS, THE DATE OF PRODUCTION, OR THEIR PREVIOUS USE.
7. **Force Majeure:** The Parties shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
8. **Representations:** Each party promises to the other party that it has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.
9. **Events of Default:** The following acts shall constitute an Event of Default under this Agreement:
  - 9.1. Either party's failure to fully perform and carry out any of the obligations, covenants and/or conditions of this Agreement; and/or
  - 9.2. The discovery at any time after the execution of this Agreement that any representation or warranty is inaccurate or untrue.
10. **General:**
  - 10.1. **Severability.** In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion of the Agreement shall not affect the validity or enforceability of any other provision or portion of the Agreement.
  - 10.2. **Entire Agreement.** This Agreement constitutes the entire agreement between Covington and Elsmere with respect to the disposition of surplus property known as the Cannons. It is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.
  - 10.3. **Governing Law and Venue.** This Agreement shall be interpreted and construed in conformity with the laws of the Commonwealth of Kentucky. Any litigation related

to this Agreement shall take place in a court of competent jurisdiction in Kenton County, Kentucky.

- 10.4. Liability. Each party agrees to accept legal liability for any claims and suits for damages to the Easement Area or injuries and all judgements recover thereof for which they are legally responsible. Neither party shall be considered responsible for claims and suits for damages caused by the other party hereto.
- 10.5. Conflicts of Interest. **By signing this Agreement, Elsmere affirms that Elsmere is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which are incorporated by reference into this Agreement, and agrees not to violate these provisions.**

[Signature Page Follows]

The Parties hereto agree to the foregoing as evidenced by their signatures below.

\_\_\_\_\_  
**City of Covington, Kentucky**  
By: Joseph U. Meyer, Mayor

\_\_\_\_\_  
**City of Elsmere, Kentucky**  
By: Marty Lenhof, Mayor

Have Seen and Agreed as to Location of Cannons:

\_\_\_\_\_  
**Ralph Fulton VFW Post #6423**

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

Its: \_\_\_\_\_

**EXHIBIT A  
CANNONS**

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

<b>Caucus Meeting Date</b>	8/18/20
<b>Legislative Meeting Date</b>	8/25/20
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services

<b>Responsible Staff Person</b>
Ken Smith 

<b>Specific Nature of Request</b>
An order authorizing the City Manager to direct counsel to file small claims, foreclosures, and/or other legal proceedings for unpaid tax, nuisance liens and other similar type collection matters.

<b>Description of Request Including Background Information if Relevant</b>
On June 23, 2020 the Covington Board of Commissioners approved ORD-116-20 setting out its priorities for FY21 including direction to "engage outside counsel to foreclose on tax and other city liens on properties." Staff is requesting that the City Manager be authorized to file legal proceeding as necessary to effectuate this priority.

<b>Company/Entity (if multiple, list all)</b>
N/A

<b>Value/Cost</b>

<b>Funding Source Including Account No.</b>
N/A

<b>Copy of Contract Attached?</b>
N/A

<b>Payment Terms</b>
N/A

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

### SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3.  8/11/2020  
 CITY MANAGER \_\_\_\_\_ DATE



## Department of Neighborhood Services

### Memorandum

**To:** Mayor Meyer and City Commissioners  
**From:** Ken Smith, Director  
**Date:** August 11, 2020  
**Re:** Authorization to File Small Claims, Foreclosures, and/or Other Legal Proceedings  
**CC:** David Johnston, City Manager

#### **Tax and Nuisance Liens**

Through the FY21 Commission Priorities (ORD-116-20), the Board of Commissioners directed staff to “engage outside counsel to foreclose on tax and other city liens on properties.” Because of quantity and frequency, it would be inefficient to bring each potential case before the Board of Commissioners seeking authorization to commence legal action. As an alternative, I am requesting that authority to file any necessary legal action related to lien foreclosures be delegated to the City Manager. This would be done using Commission approved criteria. Specifically, I am proposing that priority be given to properties that have been on the City’s Abandoned Urban Property List (AUP) for at least one year. To qualify for the AUP, a property must be vacant for at least one year and have an outstanding code violation(s) or be three years tax delinquent. Properties on the AUP list are subject to a tax rate approximately five times the standard assessment. When prioritizing AUP list properties for foreclosure, staff will take into consideration the level of blight, the amount of criminal activity and the overall tax delinquency.

#### **Small Claims Cases**

With our newly modified nuisance ordinance, civil fines will be assessed at a set amount (\$100-\$500) per violation, as opposed to the per day fine which could have reach as much as \$10,000 under the previous ordinance. As with the nuisance fines, abatement costs (grass cutting, securing vacant properties, etc.) tend to fall into this range. Liens are not the best way to address these smaller delinquencies due to filing costs, the time required to prepare the documents, and the need to take additional legal action to enforce the lien. As a more efficient alternative, the City Manager has directed staff to pursue these cases in small claims court where matters under \$2,500 are addressed and judgments can result in wage garnishments and other collections methods. As with the lien foreclosures, the number of cases would make it extremely inefficient to bring each before Commission seeking authority to pursue. I am also requesting that authority to file small claims cases to collect civil fines and abatement costs also be delegated to the City Manager.

If the Board of Commission approves this delegation of authority to file foreclosures and small claims cases, staff will prepare a quarterly report detailing each case and its status for your review.

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	August 18, 2020
<b>Legislative Meeting Date</b>	August 25, 2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>

<b>Responsible Staff Person</b>
Bill Matteoli or Chris Warneford

<b>Specific Nature of Request</b>
Approval of an easement for a watermeter pit encroaching in the new pedestrian alley abutting the John R. Green project parking garage

<b>Description of Request Including Background Information if Relevant</b>
A water meter pit is required to be constructed and maintained to service the John R. Green development. The facility will be constructed against the garage an encroach into the new pedestrian alley by approximately 4 inches, requiring an easement. DPW, Economic Development, and the Developer negotiated the terms of an easement agreement wherein the developer will construct and maintain the water meter pit.
The developer will maintain insurance, indemnify, and hold harmless the City. Furthermore, the easement contains a "good neighbor" clause, requiring minimal disruption to the neighborhood during any construction or maintenance. The developer will coordinate the construction activities via a DPW right of way encroachment permit to ensure adequate notice to the City.

<b>Company/Entity (if multiple, list all)</b>
KY Covington JRG LLC

### SIGNING ORDER

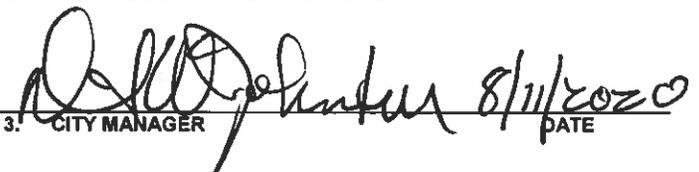
<b>Value/Cost</b>
NA

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
NA

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
yes

3.  8/11/2020  
 CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>
NA

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

(Space above this line for Recorder's Use)

STATE OF KENTUCKY                    )  
  )  
COUNTY OF KENTON                    )                    **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **KY COVINGTON JRG, LLC**, a South Carolina limited partnership with a principal office of 201 Riverplace, Suite 400, Greenville, South Carolina 29601 (hereinafter, "Owner"), and **THE CITY OF COVINGTON**, a City and political subdivision organized and existing under the laws of the Commonwealth of Kentucky with a principal office of 20 W. Pike Street, Covington, Kentucky 41011 (hereinafter, "City") (Owner and the City are sometimes referred to as a "Party" and collectively as the "Parties").

RECITALS

**WHEREAS**, KY Covington is the owner of leasehold title to that certain real property situated in the City of Covington, Kentucky, that is more particularly described on Exhibit A attached hereto (the "Property"), pursuant to that certain Agreement of Lease dated August 1, 2019, recorded in Book OR C6732, Page 75 of the Kenton County Clerk's Office, by and between the City (as fee owner of the Property) and Owner (as tenant of the Property); and

**WHEREAS**, to which Owner is in the process of developing thereon a new mixed-use development (the "Project"); and

**WHEREAS**, the City desires to convey to the Owner and the Owner desires to acquire from the City, for the benefit of the Property, certain easement rights on, in, over, and across portions of public right of way adjacent to the Property, as such area is more particularly depicted in Exhibit B attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, the term "Owner" or "Owners" shall mean the Owner or Owners of the Project, or any portion thereof, and any and all successors or assigns of such Owner(s) to the fee simple title of all or any portion of the Project, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Parcel.

## AGREEMENTS

***NOW, THEREFORE***, for and in consideration of the premises and promises of the Parties hereto, each to the other, and mutual benefits to be derived, and the sum of Ten and No/100 (\$10.00) Dollars paid by KY Covington to the City, the receipt and sufficiency of which is hereby acknowledged, the Parties, for themselves, their respective successors, successors in title and assigns, do hereby declare, establish, grant, convey, provide and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Grant of Access Easement. The City hereby grants for the benefit of the Property a non-exclusive easement on, in, over, and across the Easement Area for the purposes and uses identified in Section 3 hereinbelow (the "Easement"). To have and to hold the Easement, together with all and singular all rights and appurtenances thereto, subject to the reservations, terms and conditions of this Agreement.

3. Use of Easement Area. The Owner shall be entitled to utilize the Easement Area for the construction, installation, and maintenance of a water meter pit (the "Purpose"). The City shall not obstruct the access to or use of the Easement Area consistent with the foregoing except to the extent reasonably necessary with the understanding that Owner and the City shall mutually and reasonably agree upon the time, place and manner for such purposes.

4. Mitigation of Construction Disturbance. Prior to construction or performing any maintenance, Owner must receive approval via an encroachment permit issued by the City through its Department of Public Works. During such construction period, Owner shall make all reasonable efforts to mitigate disturbances to the public caused by construction. This includes, but is not limited to, avoiding obstruction of public right of ways such as streets, sidewalks, and parking areas, adequate cleanup and storage of materials and debris, and advance notice or publication of relevant construction schedules that may affect the public or City agencies. Owner shall also make all reasonable efforts to mitigate effects of construction on air quality and noise level, including the prevention excess dust particles, the use of lower decibel equipment and machinery when feasible, and the limiting of noise generating construction activity to daytime hours. Any construction that is expected to cause an unreasonable disturbance to the public must be approved by the City.

5. Maintenance. Owner shall be solely responsible for maintenance and repair of the entirety of the Easement Area (and all costs and expenses associated therewith). The Easement Area shall be maintained in good condition in accordance with any standards imposed by any government authority having jurisdiction over the Easement Area.

6. Indemnity. Owner shall indemnify, defend, and hold harmless the City and the City's officers, agents, employees, agents, contractors, representatives, successors, and assigns (collectively, the "City Indemnified Parties") from and against any and all losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action which any such party may suffer or incur as a consequence of Owner's negligence or intentional acts pursuant to the scope

of duties allotted to Owner hereunder, provided, however, the foregoing indemnification obligations of Owner shall not apply to any losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action to the extent caused by the negligence or intentional misconduct of the City or any of the City Indemnified Parties. This Section 5 shall survive any termination of this Agreement.

7. Insurance. Owner shall maintain general liability insurance on the Easement Area with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 general aggregate. The City shall be named as an additional insured on all such policies required herein. Owner shall provide evidence in compliance with this section via a Certificate of Insurance on or before the Effective Date.

8. Legal Effect. The Easement shall run with the Property and shall bind the parties and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon the property affected hereby. The rights of easement declared hereby: (a) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; (b) shall be perpetual and shall run with the land, be binding upon, and inure to the benefit of the parties hereto, their respective successors, assigns and lessees and all existing and future mortgagees having an interest in any properties described herein; provided, however, that the rights of any mortgagee having an interest in either all or part of the aforesaid properties shall cease and terminate at such time as the respective mortgage or mortgages of said mortgagee are satisfied and discharged of record, unless such mortgagee shall become successor in title to owner of such parcel by reason of foreclosure or voluntary conveyance of such owner's interest to such mortgagee; and (c) are made in contemplation of commercial use, and are of commercial character. It is the parties' express intent that the easements granted herein shall not, at any time, merge by operation of law into the Owner's title or interest in any parcel, but that said easements shall remain separate and distinct rights and estates in land, unless the owner(s) of all affected parcels specifically evidence their intent by mutual agreement in writing to extinguish the same. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which said easements shall remain separate and distinct estates in land.

The previous paragraph notwithstanding, the Easement shall expire upon 60 days after the continuous non-use of the Easement Area for the Purpose. Prior to an expiration of the Easement under this section, City shall provide thirty (30) days prior written notice to Owner via first-class mail at Owner's address as first written above, or at such updated address as may be provided to City by Owner from time to time.

9. Limitations. There are no other easements granted hereby other than as expressly stated.

10. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property or the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person,

other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

11. Authority. The individuals executing this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of their respective principals.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Kentucky, without regard to conflicts of law principles. Jurisdiction shall be in a court of competent jurisdiction in Kenton County, Kentucky.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

14. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties' consent to an interpretation by the court that will provide enforcement to the maximum extent permitted by law.

16. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the parties with respect to the matters contemplated herein. All prior agreements, representations or understandings regarding the easements and obligations described herein, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the City and all record owners of the Property, and if reasonably required by any such party, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official land records of Kenton County, Kentucky.

17. No Adverse Presumption. It is acknowledged that this Agreement arose as the result of arms-length negotiations between the parties and that this Agreement, although manually prepared by representatives of the Property, was prepared with the advice, consent, recommendation and review of the City's representatives, and is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose

counsel prepared this Agreement on the grounds that such party's representatives drafted this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK-  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**KY COVINGTON JRG, LLC,**  
a South Carolina limited liability company

By: \_\_\_\_\_  
Philip J. Wilson, Manager

STATE OF SOUTH CAROLINA :  
: ss:  
COUNTY OF GREENVILLE :

Sworn to and acknowledged before me, a Notary Public in and for said state, Philip J. Wilson, as Manage of KY COVINGTON JRG, LLC, a South Carolina limited liability company, for and on behalf of such company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



CONSENT AND JOINDER OF CITY OF COVINGTON TO UTILITY EASEMENT,  
IN ITS CAPACITY AS FEE SIMPLE OWNER OF THE PROPERTY

**CITY OF COVINGTON, KENTUCKY,**  
a City and political subdivision organized  
and existing under the laws of the  
Commonwealth of Kentucky

By: \_\_\_\_\_  
Name: Joseph U. Meyer  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Margaret Nyhan  
Title: City Clerk  
Date: \_\_\_\_\_

COMMONWEALTH OF \_\_\_ KENTUCKY :  
: ss:  
COUNTY OF KENTON :

Sworn to and acknowledged before me, a Notary Public in and for said state, Joseph U. Meyer, the Mayor of the **CITY OF COVINGTON, KENTUCKY**, a City of the home rule class organized and existing under the laws of the Commonwealth of Kentucky, for and on behalf of such City.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

This instrument prepared by:

Graybill, Lansche & Vinzani, LLC  
225 Seven Farms Drive, Suite 207  
Charleston, South Carolina 29492  
Attention: Brett D. Budlong

***EXHIBIT A***

**DESCRIPTION OF THE PROPERTY**

Situated in the City of Covington, County of Kenton, State of Kentucky and described as follows:

**PARCEL 4 – 0.044 Acres:**

PIDN: 040-43-12-044.00

LOCATION: City of Covington, Kenton County, Kentucky

DATE: July 9, 2019

Situated in the City of Covington, County of Kenton, Commonwealth of Kentucky, lying on the South side of West Sixth Street (116' R/W), and being part of the 1.516 acre parcel conveyed to KY Covington West 7th, LLC in Volume C6717, Page 329 of the Kenton County Clerk's records at Covington, Kentucky and being more particularly described as follows:

Begin at the intersection of the existing South right-of-way line of said West Sixth Street with the existing East right-of-way line of Bakewell Street (50' R/W) as set out on the plat of Wood, Roff & Lockwood Subdivision Block 33 as recorded in Copied and Restored Plat 356, (found cross notch – S63°36'31"W 2.27') said intersection also being the Northwest corner of said 1.516 acre parcel; thence, departing said West Sixth Street, and with the existing East right-of-way line of said Bakewell Street, South 00°03'32" West, 91.73 feet to a point being referenced by a set cross notch (N89°56'28"W, 5.00) and the TRUE POINT OF BEGINNING; thence, from the TRUE POINT OF BEGINNING, departing said Bakewell Street, and with a new division line through said 1.516 acre parcel, the following three courses: South 89° 56' 28" East, 33.12 feet to a set Mag nail; thence, South 00° 03' 32" West, 57.29 feet to a set Mag nail; thence, North 89° 56' 28" West, 33.12 feet to a set Mag nail on the existing East right-of-way line of said Bakewell Street; thence, with the existing East right-of-way line of said Bakewell Street, North 00° 03' 32" East, 57.29 feet to the TRUE POINT OF BEGINNING.

Containing 0.044 acres of land and subject to all easements and rights-of-way of record.

All set corners are a Mag nail with identification tag stamped "PLS 3292" or a cross notch in concrete unless otherwise noted. The reference meridian is based on NAD83 Kentucky State Plane coordinates, North Zone (1601).

The above description was prepared from a survey completed on June 6, 2019 under the direction of Chris R. Gephart, Licensed Professional Land Surveyor #3292 in the Commonwealth of Kentucky.

Prior Instrument References: Volume C6717, Page 329, Copied and Restored Plat 356 (Kenton County Clerk's Records at Covington).



# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	August 4, 2020
<b>Legislative Meeting Date</b>	August 11, 2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
TOM WEST via email 8/7/20 9:25 am

<b>Responsible Staff Person</b>
Tom West

<b>Specific Nature of Request</b>
An order appointing Ross Patten to the position of Assistant Director in the Economic Development Department, effective September 1, 2020.

<b>Description of Request Including Background Information if Relevant</b>
Ross has worked for the City of Covington since 2016. He has served as a project manager in the Economic Development Department.
Ross has earned his certification in Economic Development Finance and continues to work toward becoming A Certified Economic Developer (CEcD) through the International Economic Development Council. Ross has added tremendous value to the department and has assisted with initiatives that have elevated the professionalism and impact of our work, including serving as project manager for the Economic Development Strategy, providing analysis of our incentive policies, underwriting all deals, and more.
This promotion will assist the department with succession planning and talent retention. The position of Assistant Economic Development Director is funded in the FY 2021 budget.

<b>Company/Entity (if multiple, list all)</b>

<b>Value/Cost</b>

<b>Funding Source Including Account No.</b>

<b>Copy of Contract Attached?</b>

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

**SIGNING ORDER**

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3.  8/11/2020  
 CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

## **Overview**

Ross Patten is the city of Covington, Kentucky's economic development project manager, and he focuses on business attraction, incentives, real estate development, business district revitalization, and entrepreneurship. His project list includes corporate relocations, large multifamily developments, infrastructure improvements, policy development, and countless small business and neighborhood enhancement projects. He was awarded City Hall Employee of the Year in 2017 and currently serves as the chair of the Advisory Board for Kentucky's Small Business Development Center. Ross has been recognized by Cincinnati's WCPO as a "Next Nine" Young Leaders to Watch and recently co-authored the book *Economic Development Is Not for Amateurs!*

## **Economic Development Project Manager**

### **June 2018 - Present**

- Oversaw the city of Covington's first city-wide economic development strategy in over 15 years
- Led the city's first Section 108 business loan (Handzy) and city's first EPAD/PACE financing for new construction (RiverHaus Development)
- Policy & program development, including the city's incentive policy (payroll, TIF, & IRB), COVID business assistance program, small business program, and others.
- Notable recruitment, expansion, and real estate development projects include:
  - 1) ICON Marketing - 46 new jobs and \$4 million investment
  - 2) Road iD Relocation - 5 new jobs and \$1.3 million investment
  - 3) Integrity Express - 30 new jobs, \$200,000 investment
  - 4) YMCA Redevelopment - 100 new jobs, \$22.5 million investment, and bourbon distillery
  - 5) DBL Law - 79 new jobs, \$11.3 million investment
  - 6) Republic Bldg - 66 jobs, \$4.8 million investment

## **Economic Development Specialist**

### **November 2016 – June 2018**

- Served as Acting Development Manager from March 2017 - November 2017
- Between FY 17- FY 19, grew the Covington Small Business Program to leverage \$2.2 million of private investment on the city's \$275,000 and assist 49 small businesses throughout the city.
- Produced new initiatives such as the Covington Business Guide, Marketing Brochures, Real Estate business leads e-blast, and the "CovWatch" tracker.
- Notable recruitment, expansion, and real estate development projects include:
  - 1) Road iD - 72 new jobs and \$4 million investment
  - 2) Stephen Gould - 25 new jobs and \$2.2MM investment
  - 3) Blair Technology - 29 new jobs, 46 retained, and \$4MM investment
  - 4) Bradford Building - \$2.5MM adaptive reuse of a historic building into condos and commercial space

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	8-18-2020
<b>Legislative Meeting Date</b>	8-25-2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
TOM WEST via email 8/7/20 8:30 am

<b>Responsible Staff Person</b>
Tom West

<b>Specific Nature of Request</b>
An Order approving a First Amendment to the Disposition & Development Agreement (re: ORD-222-18) BHB Properties LLC for the 1316 Greenup Street project.

<b>Description of Request Including Background Information if Relevant</b>
We are requesting an Order approving a First Amendment to the Disposition & Development Agreement (re: ORD-222-18) to revise the Milestone Dates for completion of Phase 1 and 2 of the Disposition & Development Agreement to a single Milestone Date of 11-01-2020 for BHB Properties LLC on the 1316 Greenup Street project. Citing the commercial building code, Planning & Development Services (PDS) was unable to grant separate Certificates of Occupancy for each [separate] phase of this project, which precluded the Developer's ability to comply with the following sections of the original Development Agreement, dated 08-16-18: Page 2, § 3(f); Page 3, § 3(j); Page 4, § 4(c).

<b>Company/Entity (if multiple, list all)</b>
BHB Properties LLC

<b>Value/Cost</b>
N/A

<b>Funding Source Including Account No.</b>
N/A

<b>Copy of Contract Attached?</b>
Yes

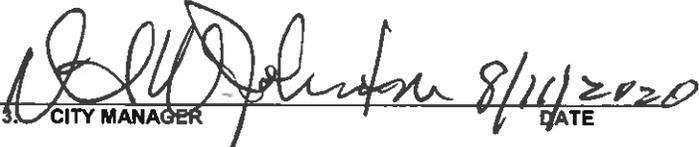
<b>Payment Terms</b>
N/A

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

**SIGNING ORDER**

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3.  8/11/2020  
 CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

## FIRST AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT

This **First Amendment to the Disposition and Development Agreement** (the "First Amendment"), effective August \_\_\_\_ 2020, is entered into by and between the **City of Covington, Kentucky**, a city of the home rule class with a principal address of 20 W. Pike Street, Covington, Kentucky 41011 (the "City") and **BHB PROPERTIES, LLC**, with a principal address of 1519 Maryland Avenue, Covington, Kentucky 41014 (the "Developer").

### RECITALS

**WHEREAS**, the parties executed a Disposition and Development Agreement pursuant to Commissioners' Order ORD-222-18 on August, 16, 2018 (the "Development Agreement") wherein Developer purchased a City-owned property at 1316 Greenup Street, Covington, Kentucky 41011 for purposes of economic development pursuant to the terms and conditions of the Development Agreement; and

**WHEREAS**, due to unexpected delays related to PDS approval and COVID-19, the Developer has requested additional time to complete the development project; and

**WHEREAS**, this First Amendment will set forth the parameters of the project milestone extensions.

**WHEREAS**, pursuant to Commissioner's Order No. ORD-\_\_\_\_-20, the Mayor is authorized to execute this First Amendment to the Development Agreement.

### STATEMENT OF THE AGREEMENT

#### NOW THEREFORE:

1. Section 3(f) of the Development Agreement is amended to read as follows:

**"f. Development.** Upon the conveyance of the Property from City to Developer, Developer shall commence the Project in accordance with the Development Plan. Developer shall commence the improvements on the Property consisting of the Project within no later than 2 months from the Effective Date of this Agreement. Developer shall complete both Phases I and II of the Project by November 1, 2020 ("Milestone Date"). Completion shall be established by the issuance of a Certificate of Occupancy consistent with the Development Plan.

2. Section 3(j) of the Development Agreement is amended to read as follows:

**"j. Continuous Operation.** In consideration for the reduced Purchase Price compared to the fair market value of the Property, Developer agrees to open and operate the Business described in the Development Plan within 45 days of the Milestone Date. Developer shall keep the business in continuous operation at the Property for at least 5 year(s) following the Milestone Date. For the purposes of this Agreement, continuous operation shall mean that the business shall remain in operation at least 30 hours per week during normal business hours without interruption."

3. Section 4(c) of the Development Agreement is amended to read as follows:

**“c. Right of Reentry.** As additional consideration, City shall transfer the Property to Developer upon the conditions that i) Developer perform the development of the Property in accordance with this Agreement, by November 1, 2020 (Milestone Date); and ii) that the development shall be in compliance with all City building, housing, and development codes and pertinent ordinances. These conditions are to be construed at law as “conditions subsequent” for the breach of which the City hereby expressly retains a “right of entry.” Upon a default constituting a breach of this Agreement, Developer shall convey the Property back to City, and Developer shall forfeit any right to reclamation or compensation for any improvements made, as absolutely, fully, and perfectly as if the grant to Developer had never been made.”

4. **Remaining Portions Unaffected.** That except as amended by this First Amendment, the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the **City of Covington, Kentucky** and **BHB Properties, LLC** have executed this First Amendment to the Disposition Development Agreement on the date first indicated above.

THE CITY OF COVINGTON, KENTUCKY

\_\_\_\_\_  
Joseph U. Meyer, Mayor  
Pursuant to Order No. ORD-\_\_\_\_\_-20

BHB PROPERTIES, LLC

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

COMMISSIONERS' ORDER NO. ORD-222-18

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BHB PROPERTIES, LLC FOR THE SALE AND REDEVELOPMENT OF THE CITY-OWNED PROPERTY LOCATED 1316 GREENUP STREET.

\* \* \* \*

WHEREAS, to help support revitalization and return a vacant and abandoned property to productive use, the City issued a Request for Proposals ("RFP") for the redevelopment of 1316 Greenup Street, Covington, Kentucky; and

WHEREAS, the City made the findings required by KRS 82.083(2) for a disposition of City property in Commissioners' Order No. ORD-118-18, which authorized the publication of the RFP; and

WHEREAS, the City received three proposals in response to the RFP, and the proposal of BHB Properties, LLC (the "Developer") was determined to be the most advantageous proposal based on the selection criteria, which included facilitating economic development within the City; and

WHEREAS, Developer and City have negotiated the terms of a development agreement wherein the Developer will pay \$5,000.00 for the property, and agree to create an open-concept bakery and coffee shop in the space; and

WHEREAS, City staff recommend that the proposal of BHB Properties, LLC be accepted, and that 1316 Greenup Street be transferred to the developer, subject to the terms and conditions of the development agreement.

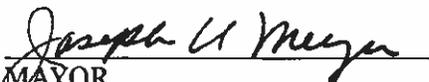
NOW THEREFORE,  
BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF  
COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

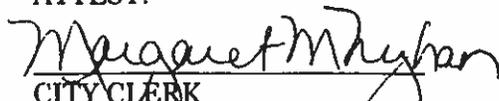
That the Board of Commissioners hereby authorizes the Mayor to execute an agreement with BHB Properties, LLC for the sale and redevelopment of the City-owned property located at 1316 Greenup Street.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.

  
MAYOR

ATTEST:

  
CITY CLERK

Passed: 8-14-18

## DISPOSITION AND DEVELOPMENT AGREEMENT

**THIS DISPOSITION AND DEVELOPMENT AGREEMENT**, ("The Agreement"), dated 8-16-18 (the "Effective Date"), is entered between **THE CITY OF COVINGTON**, a home rule city of the Commonwealth of Kentucky ("City"), and **BHB PROPERTIES, LLC**, with an address at 1519 Maryland Ave., Covington KY 41014. Hereinafter, City and Developer shall be referred to collectively as "the Parties."

### BACKGROUND

1. In any given year, the City maintains and repairs approximately 300 properties that are vacant, have been abandoned by their owners, have fallen into considerable disrepair, and have become nuisances to neighboring landowners and the Covington community in general. ("Nuisance Properties").
2. 1316 Greenup Street, Covington, Kentucky, PIDN: 054-23-27-022.00 (the "Property"), is a Nuisance Property and has been held by the City in an effort to remediate said nuisances.
3. The City has determined that, given the circumstances, transferring title of the Property to a responsible owner is the most effective way to ensure the long- term remediation of nuisances upon the Property.
4. As an inducement to the City to transfer title of the Property, Developer has proposed to rehabilitate the Property, eliminating all blight associated with the Property.
5. Pursuant to Covington Commissioner's Order No. ORD 222-14, the City has agreed that in consideration for Developer's promise to acquire, stabilize, maintain and develop the Property according to the terms of this Agreement, it shall transfer title of the Property to Developer in exchange for Developer's commitment to developing the Property as contemplated herein.

### STATEMENT OF THE AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual promises hereinafter contained, the Parties agree as follows:

1. **The Project.** As the successful Proposer, Developer has agreed to develop the property at 1316 Greenup Street, Covington, Kentucky 41011. Subject to the terms and conditions herein, City shall transfer the Property to Developer via a Special Warranty Deed for rehabilitation in accordance with the development plan (the "Development Plan") attached hereto as Exhibit A. The rehabilitation shall be referred to herein as the "Project."

2. **Closing.** The closing on the Property shall be held on August 16, 2018, at 1:00 pm at 20 W. Pike Street, Covington, Kentucky 41011 (the "Closing".)

3. **Developer Deliveries and Obligations.** As the successful proposer, Developer shall make the following deliveries relating to the development of the Property:

- a. Sources & Uses. The Developer covenants that it shall contribute funds to the Project in an amount not less than what is required to complete the Project in accordance with the specifications provided in the Development Plan. Developer shall provide City a construction budget establishing all Project sources and uses as part of the Development Plan.
- b. Purchase Price. At the closing for the Property, which shall be held on the Effective Date of this Agreement, Purchaser shall provide a certified check in the amount of \$5,000.00, being the purchase price for the Property (the "Purchase Price"). Despite the Purchase Price, the Parties acknowledge the fair market value of the property is \$20,000.00.
- c. Taxes. All real property ad valorem taxes, if any, and assessments against the Property, if any, due and payable in the year of Closing, shall be the responsibility of the Developer (the "Current Year Taxes"). The Parties shall not pro-rate the Current Year Taxes.
- d. Closing Costs. Developer shall be responsible for all costs associated with Closing, including recording fees and title examination fees and title insurance premiums necessary to provide Developer with an owner's policy of title insurance if applicable. Additionally, Developer shall be responsible for any costs associated with recording of a Deed of Release, should Developer be entitled to such in accordance with Section 5(d). City and Developer shall each be responsible for the payment of their own attorneys' fees and expenses.
- e. Licenses; Permits; Legal Requirements. The Developer shall secure all governmental permits, including but not limited to, permits required by the City of Covington's Zoning Code, Historic Preservation regulations, and/or the Building Code necessary to complete the Project.
- f. Development. Upon the conveyance of the Property from City to Developer, Developer shall commence the Project in accordance with the Development Plan. Developer shall commence the improvements on the Property consisting of the Project within no later than 2 months from the Effective Date of this Agreement. Developer shall complete Phase I of the Project by October 15, 2019 (the "First Milestone Date"). Developer shall complete Phase II of the Project by October 15, 2020 (the "Second Milestone Date"). Completion of Phase I of the project shall be established by the issuance of a temporary Certificate of Occupancy consistent with the Development Plan. Completion of Phase II of the Project shall be established by the issuance of a permanent Certificate of Occupancy consistent with the Development Plan.
- g. Reporting. Developer shall make regular monthly reports, in the format attached hereto as Exhibit B, on Developer's progress with the Project to the City's Economic Development Project Manager, or such other person as designated by the City in writing.
- h. Auditing. The City shall be entitled to access to any of the Developer's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial auditing and ensuring Developer retains the financial capacity to complete the Project. City shall be entitled to such access for audit purposes during normal business hours throughout the term of this Agreement.

- i. **Notification of Project Completion.** Upon completion of Phase II of the Project, Developer shall notify the City in accordance with Section 15 that the Project is ready for inspection and that a permanent Certificate of Occupancy has been issued.
  - j. **Continuous Operation.** In consideration for the reduced Purchase Price compared to the fair market value of the Property, Developer agrees to open and operate the Business described in the Development Plan within 45 days of the First Milestone Date. Developer shall keep the business in continuous operation for at least 5 year(s) following the First Milestone Date. For the purposes of this Agreement, continuous operation shall mean that the business shall remain in operation at least 30 hours per week during normal business hours without interruption.
  - k. **Recording.** Developer shall be required to record the Special Warranty Deed and the Historic Preservation Covenant described in Section 4(b), within 24 hours of Closing. Developer will provide receipts evidencing such recording to City.
  - l. **Job Creation.** Developer agrees to use best efforts create and maintain 15 jobs for the business at the Property, in accordance with the Development Plan.
4. **Conditions of Sale.** By entering into this Agreement, Developer acknowledges that the transfer of the Property from City to Developer is subject to the following conditions:
- a. **Slum and Blight Removal.** The City utilized federal Community Development Block Grant (“CDBG”) funds to purchase the Property. The purchase of the Property was intended to meet the CDBG national objective of eliminating slums or blight. Federal regulations require any subsequent transfer of the Property by City to be subject to the condition that the grantee eliminate all blight on the Property. Therefore, as a condition of the transfer of the Property from City to Developer, Developer shall eliminate all blight on the Property. Developer’s rehabilitation of the Property in accordance with the Final Development Plan shall satisfy this condition.
  - b. **Historic Preservation Covenant.** Due to the City’s use of federal funds to acquire the Property, City must consent to a historic preservation covenant being placed upon the Property prior to any transfer (the “Covenant”). By entering into this Agreement, Developer acknowledges that it has reviewed the Covenant and agrees to be bound by its terms. More specifically, Developer agrees that, for a three-year term from the Effective Date of this Agreement:
    - i. All exterior rehabilitation work on the Property must be completed in accordance with the Secretary of the Interior’s Standards for Rehabilitation for a period of three years after the transfer; and
    - ii. For a three-year period following the recording of the Covenant, review of all exterior work on the Property will occur by the City of Covington’s Preservation and Planning Specialist according to the City’s Certificate of Appropriateness process, to ensure all work is compliant with the Secretary of the Interior’s Standards for Rehabilitation. This review shall include, but not be limited to, exterior colors of the building on the Property and its trim, and all architectural details visible from the street.

- c. Right of Reentry. As additional consideration, City shall transfer the Property to Developer upon the conditions that i) Developer perform the development of the Property in accordance with this Agreement, by October 15, 2019 for Phase I, and by October 15, 2020 for Phase II, and ii) that the development shall be in compliance with all City building, housing, and development codes and pertinent ordinances. These conditions are to be construed at law as "conditions subsequent" for the breach of which the City hereby expressly retains a "right of reentry." Upon a default constituting a breach of this Agreement, Developer shall convey the Property back to City, and Developer shall forfeit any right to reclamation or compensation for any improvements made, as absolutely, fully, and perfectly as if the grant to Developer had never been made.
  - d. Condition of Premises. The City is transferring the Property to the Developer in an "AS IS" condition, and the City does not warrant the condition of the premises unless otherwise provided herein. It is expressly understood and acknowledged by the Developer that the Property is being sold to the Developer in an "AS IS" condition and that the Developer has made its own determination that the Property is fit for the Project. No warranties express or implied as to the condition of the Property shall be binding on the City.
5. **City Contributions**. Conditional upon Developer complying with all terms and conditions herein, City shall make the following contributions or deliveries:
- a. Special Warranty Deed. At Closing, City shall convey to Developer title to the Property by recordable Special Warranty Deed.
  - b. Possession. City shall deliver possession of the Property to Developer at Closing.
  - c. Risk of Loss. All risk of loss with respect to the Property shall remain with the City until the Closing and the delivery of the deed to the Developer. Risk of Loss shall pass to Developer at Closing.
  - d. Deed of Release. Should Developer complete Phases I and II of the Project, receive a permanent Certificate of Occupancy, comply with all terms and conditions herein, and notify the City that the Project is ready for inspection in accordance with Section 3(b), City shall inspect the Property and determine whether Developer is entitled to a Deed of Release. Upon such a determination, City shall execute a Deed of Release, wherein City shall deem all of its right in the Property satisfied and released.
6. **Term**. The term of this Agreement shall be from the Effective Date until the earlier of (i) the City's exercise of its Right of Reentry pursuant to 4(c), or (ii) the Completion Date. For the purposes of this Agreement, the "Completion Date" shall mean the date upon which the Phase I and Phase II of the Project receive a permanent Certificate of Occupancy.
7. **Developer's Representations and Warranties**. To induce the City to enter into this Agreement the Developer makes the following representations warranties, and covenants. Developer's representations, warranties, and covenants shall survive Closing.
- a. Authorization. Developer is a valid limited liability company registered with the Kentucky Secretary of State and is authorized to do business in the Commonwealth of Kentucky.

Developer represents that the individual signing this Agreement on behalf of Developer is duly authorized to act on behalf of the limited liability company.

- b. Good Standing with the City. The Developer is in good standing with the City of Covington. Developer maintains a valid occupational license for the City of Covington.
- c. Litigation. The Developer is not a party to any lawsuit, arbitration proceeding, or any other form of litigation or dispute resolution that would impact the Developer's ability to consummate this transaction or fulfill the terms of this Agreement.
- d. Review. The Developer has reviewed the Development Plan and agrees that it is an accurate representation of the work that is to be undertaken with regards to the Property.
- e. Documentation. All documentation provided by the Developer to the City has contained true, accurate, and complete representations of the relevant subject matter contained within the corresponding document.
- f. Expertise. The Developer has the intent, expertise, and financial resources to develop the Property in compliance with the Development Plan.
- g. No Conflicts. There is no agreement to which the Developer is a party or, to Developer's knowledge, is binding on the Developer, which is in conflict with this Agreement or which would limit or restrict the timely performance by the Developer of its obligations pursuant to this Agreement.

Standard of Care. Developer agrees to undertake the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- h. Compliance with Safety Requirements. The Developer shall be responsible for all means and methods as they relate to safety and shall comply with all local, state and federal safety requirements.
- i. Conflicts of Interest. By signing this Agreement, Developer affirms that Developer is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

**8. Events of Default by the Developer.** The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

- a. Any unreasonable delay of the work to be performed under the Development Agreement. For the purposes of this Agreement unreasonable delay shall mean an interruption for a period of twenty (20) days or more, but not any delay that is not within the Developer's control such as bad weather or a catastrophic event related to the Property.
- b. The Developer's failure to complete the Project according to the milestones provided in the Development Plan and herein.

- c. The Developer's failure to keep the Business in continuous operation as required by Section (3)(j).
  - d. The Developer's use of materials that are not provided within the Development Plan without prior written approval from the City.
  - e. During the term of this Agreement, any assignment or transfer of the Property or an interest in the Project without notice to and approval from the City.
  - f. Any lease agreement, which results in a tenant whose business results in a non-conforming use within the corresponding zoning overlay that holds the Property.
  - g. A judgment writ, order of attachment, or garnishment filed, entered or issued against the Developer or the Project, providing, however, that the Developer shall have the right to bond any mechanics or materialmen liens affecting the Project without such liens being an Event of Default.
  - h. The Developer's failure to comply with any of the terms or obligations of this Agreement, including but not limited to the Historic Preservation Covenant restrictions and the job creation requirements.
  - i. Any representation, warranty, or statement made by the Developer in or relating to this Agreement or any other supporting documentation that proves not to be true in any respect.
- 9. Cure Period.** Upon the occurrence of an Event of Default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give notice to the other party not less than thirty (30) days following said occurrence, specifying the nature of the alleged default or breach, and if such default or breach is susceptible to a cure, the writing shall set forth (i) the manner and (ii) the time within which said default or breach may be cured (the "Cure Period"). During any Cure Period, the party charged with such default or a breach shall not be considered in default for purposes of termination under this Agreement or the institution of legal proceedings.

In the event of a default or breach of any terms or conditions of this Agreement that is not susceptible to a cure, or has not been cured after notice and the expiration of the Cure Period in the manner set forth in the Notice of Default, the non-defaulting party may institute legal or other proceedings against the other.

- 10. Remedies.** Upon the occurrence of any Event of Default that is not cured pursuant to Section 9 of this Agreement, the City, may in its sole discretion, pursue any one or more of the following remedies concurrently or successively. The City's election to pursue one or several remedies shall not be to the exclusion of any other remedies available under this Agreement or at law:
- a. Right of Reentry. In accordance with Section 4(c), City may pursue its Right of Reentry upon an Event of Default. Upon written notice that City wishes to execute its Right of Reentry, Developer shall convey all of its interest in the Property to City via a recorded deed.
  - b. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

- c. **Appraisal Cost Refund.** The Developer acknowledges that the reduced Purchase Price was offered in consideration of Developer rehabilitating the Property, returning it to active use and increasing the tax base within the City. Should Developer fail to keep the business in continuous operation in accordance with Section (3)(j), Developer shall be required to pay to City the difference between the pre-sale appraisal price of \$20,000 and the Purchase Price, being an amount of \$5,000.
- 11. Cumulative Remedies.** The implementation of any or all of the remedies in Paragraph 10, shall not affect or terminate any of the rights of the City as against the Developer then existing or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law, including attorneys' fees incurred in curing the default.
- 12. Non-Assignment.** The Developer may not assign its obligations under this Agreement to any third party without the prior written consent of the City.
- 13. Waiver.** No delay or failure on the part of the City to exercise any right, remedy or power hereunder or under applicable law will impair or waive any such right, remedy or power (or any other right, remedy or power), be considered a waiver of or an acquiescence in any breach, default or Event of Default or affect any other or subsequent breach, default or Event of Default of the same or a different nature. No waiver of any breach, default or Event of Default, nor any modification, waiver, discharge, or termination of any provision of this Agreement, nor consent to any departure by the Developer therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver discharge termination nor consent will in any event be effective unless the same is in writing, signed by the City and specifically refers to this Agreement, and then such modification, waiver, discharge or termination or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Developer in any case will entitle the Developer to any other further notice or demand in the same or any similar or other circumstance.
- 14. Modification.** This Agreement may only be modified by a written instrument signed by the Parties.
- 15. Notices.** All notices, demands requests, consents or approvals and other communications required or permitted hereunder will be in writing and will be addressed to such party at the address set forth below:

**If to City:**

City of Covington  
Office of the City Solicitor  
20 W. Pike Street  
Covington, KY 41011

**If to Developer:**

BHB Properties, LLC  
Attn: Tim & Christine Eversole  
1519 Maryland Avenue  
Covington, KY 41011

**16. Severability.** In the event that one or more provisions of this Agreement is deemed invalid, illegal, or unenforceable, it shall not have any effect on any other provision of this Agreement, and this Agreement shall be construed as though the provision or provisions had never been present within the Agreement.

**17. Governing Law and Jurisdiction.** This Agreement shall be construed according to the laws of the Commonwealth of Kentucky. Any litigation regarding this Agreement shall take place in the courts of Kenton County, Kentucky.

**18. Indemnification.** Developer shall indemnify and hold harmless City from and against any and all claims arising from or connected with: (i) the performance of any tests, inspections, examinations, studies, or investigations on the Property by Developer or any party acting by, under, through, or on behalf of Developer; (ii) mechanics' liens filed against the Project or the Property for work performed by Developer or any party acting by, under, through, or on behalf of Developer; (iii) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Property or Project by Developer or any party acting by, under, through, or on behalf of Developer; (iv) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project by Developer or any party acting by, under, through, or on behalf of Developer; (v) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf, of Developer; or (vi) the breach by Developer of any term or condition of this Agreement.

**19. Insurance.**

a. Insurance. Until such time as all construction work associated with the Project has been completed, and without limitation of any of Developer's obligations under this Agreement, Developer shall maintain, or cause to be maintained, the following insurance: (A) Commercial General Liability Insurance of at least \$1,000,000 per occurrence, combined single limit/\$3,000,000 aggregate (or with such higher limits as may be required by Developer's lenders), naming the City as an additional insured, (B) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (C) worker's compensation insurance in such amount as required by law, (D) all insurance as may be required by Developer's construction lenders, automobile liability insurance in the amount of \$1,000,000 per occurrence, naming the City as an additional insured, and (F) such other insurance as may be reasonably required by the City. Developer's insurance policies shall (1) be written in standard form (ie. Certificate of Liability Insurance) by companies of recognized responsibility and credit reasonably accepted to the City, that are authorized to do business in Kentucky, and that have an A.M. Best rating of A VII or better, and (2) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

b. Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of

property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintain adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

- 20. Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements and understanding relating to the subject matter hereof. No representation, promise, inducement, or state of intention has been made by any party which has not been embodied in this Agreement, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

[Signature page follows.]

**IN WITNESS WHEREOF**, the **CITY** and the **DEVELOPER** have executed this Agreement as of the date first above written.

**CITY OF COVINGTON, KENTUCKY**

  
\_\_\_\_\_  
Joseph Meyer, Mayor  
Pursuant to Order No. 222-18

**DEVELOPER: BHB PROPERTIES, LLC**

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

Its:

**EXHIBIT A**  
**FINAL DEVELOPMENT PLAN**

**EXHIBIT A**  
**Development Plan**

**Overview:**

The property at 1316 Greenup Street is a vacant, dilapidated property that has been off the tax rolls for the last 13 years. The city-owned property is located on a vital artery in Covington and has been a visible eyesore for many years.

To help support revitalization in the neighborhood and return the property to productive use, the City will sell 1316 Greenup Street to the Developer for \$5,000, who will in turn renovate the entire building and open a second Bean Haus Bakery.

The total project cost is approximately \$211,000 and Bean Haus expects to be open for business by October 15, 2019.

**Use:**

The development will include an open-concept bakery and coffee shop with seating for 16 guests on the first floor. Bean Haus Bakery will offer fresh baked goods, ice cream, coffee and hand crafted espresso beverages. The second and third floors will be divided into several meeting rooms, additional seating for guests, and community event space.

Business hours will be initially set from 7am-3pm. After stabilization, the business hopes to expand hours from 6am to 7pm.

**Budget:**

**Sources & Uses**

<b><u>SOURCES</u></b>		
Developer Equity	\$ 211,000	100%
<b>TOTAL</b>	<b>\$ 211,000</b>	<b>100%</b>
<b><u>USES</u></b>		
Acquisition	\$ 5,000	2%
Site Improvements	\$ 10,000	5%
Construction	\$ 100,000	47%
Equipment	\$ 66,000	31%
Contingency	\$ 30,000	14%
<b>TOTAL</b>	<b>\$ 211,000</b>	<b>100%</b>

## **Timeline:**

### **Phase 1:**

The first phase will include the renovation of the first floor interior, all exterior façade improvements, and the build-out for the café. This phase will be complete in 12 months. Completion will be determined by a Certificate of Occupancy for the first floor commercial space and city approval of all exterior improvements.

Phase 1 Completion Date: October 15, 2019 (Milestone Date 1)

### **Phase 2**

The second phase will include the renovation of the second and third floor interior spaces and the buildout of the space into meeting/event spaces, additional seating, and a boardroom.

Phase 2 Completion Date: October 15, 2020 (Milestone Date 2)

## **Façade Improvements:**

The Developer's plan for the property's façade improvements in Phase 1 will include:

- Clean masonry using the National Park Service's guidelines for the treatment of historical masonry
- Repair and reconstruct as needed the historic wood windows
- Replace deteriorated beyond repair windows and/or missing windows with wood or aluminum clad wood windows which meet the Secretary of the Interior's Standards for Rehabilitation (SOI Standards)
- Restore historic storefront according to the SOI Standards
- Repair the historic box gutters and cornice according to the SOI Standards

All exterior work will receive a Certificate of Appropriateness (COA) from the Preservation and Planning Specialist prior to commencing.

## **Job Creation (Estimates):**

The business anticipates employing 15 total employees, including: 1 pastry chef, 4 support bakers, and 10 baristas at the rate of \$10.00 to \$20.00 per hour.

The business' hiring plan includes a commitment to hire local residents to increase and improve the area economy.

## **Ownership:**

Tim and Christine Eversole own and operate the Bean Haus Bakery and Café at 640 Main Street. The Developers will develop and operate the second location while concurrently operating their existing café in MainStrasse Village.

Tim Eversole has worked as project manager dealing with all aspect of the business, including but not limited to, human resources, negotiating and executing contracts, construction and other general business operations. Tim has also developed and operated four separate cafés and eateries along with five real estate properties.

Christine Eversole works full-time as a talent development director for a financial services organization in Cincinnati, Ohio. Even though she has a full-time role, Christine is instrumental with back of the house operations along with creative/service matters at Bean Haus.

**EXHIBIT B**  
**REPORTING**

## REPORTING FORM

<b>Date of Submittal:</b>	
<b>Business:</b>	Bean Haus Bakery
<b>Project:</b>	1316 Greenup Street
<b>Location of Work:</b>	1316 Greenup Street
<b>Job Report Tracker for Month/Year:</b>	_____ of 20_____
<b>Submittal Tracker:</b>	_____ of 60
<b>Staff on Payroll:</b>	_____ Staff

Please send to:

Economic Development Department  
Attn: Ross Patten  
20 W Pike Street, 2<sup>nd</sup> Floor  
Covington, KY 41011

The Business hereby acknowledges that for the period of the Disposition and Development Agreement that (1) it has fulfilled the obligations under Section 6 of the Agreement executed on August 16, 2018.

**BHB Properties, LLC**

\_\_\_\_\_

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

Its: \_\_\_\_\_.

**APPROVED BY:**

\_\_\_\_\_

RETURN: TO CITY OF COVINGTON  
20 WEST PIKE STREET  
COVINGTON, KY 41011

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and entered into by and between the **CITY OF COVINGTON**, a municipal corporation of the home rule class with a mailing address of 20 W. Pike Street, Covington, Kentucky 41011, **GRANTOR**, and **BHB PROPERTIES, LLC**, a Kentucky limited liability company, whose principal and tax mailing address is 1519 Maryland Avenue, Covington, Kentucky 41014, **GRANTEE**.

**WITNESSETH:**

For consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, Grantor does hereby bargain, sell, grant and conditionally convey unto Grantee, **in fee simple**, with covenant of **SPECIAL WARRANTY**, the following described real estate located within the City of Covington, Kentucky, and more particularly described as follows:

**Transfer is Tax Exempt Pursuant to KRS 142.050(7)(b)**

Property Description:

Property Address: 1316 Greenup Street, Covington, Kentucky 41011

PIDN: 054-24-27-022.00

GROUP: 2599

Legal Description:

Situated in the City of Covington, County of Kenton, an Commonwealth of Kentucky to-wit: Beginning at the Northeast corner of Greenup and Pleasant Streets; thence running northwardly along the East side of Greenup Street, twenty-five (25) feet, and from that front extending back Eastwardly between parallel lines and along the North line of Pleasant Street eighty-nine (89) feet or more; being parts of Lots Six Hundred Seventy-Six (676) and Six Hundred Seventy-Seven (677) of the Baptist Institute's Subdivision.

Being the same property transferred by deed to Grantor and recorded in the Kenton County Land Records at Book/Page C3183/003 on October 23, 2006.

To have and to hold forever all of the Property, together with all the rights, privileges, appurtenances, and improvements thereunto belonging.

As additional consideration, Grantor conveys to Grantee said real estate upon condition that Grantee shall commence and fully perform the development of the Property conveyed herein in accordance with the terms of the Parties' Disposition and Development Agreement dated August 10, 2018 and in compliance with all City building, housing, and development codes and pertinent ordinances;

The above conditions are to be construed at law as "conditions subsequent" for the breach of which the Grantor hereby expressly retains a "right of entry."

Upon breach of any of the above conditions within five years of execution of this Deed, this Deed shall become forfeited and, upon the Grantor's demand to exercise the above right of entry for condition broken, the Grantee shall convey the premises herein described and all the rights herein conveyed, back to the Grantor and the Grantee shall forfeit any right to reclamation or compensation for any improvements made, as absolutely, fully and perfectly as if this Deed had never been made; provided, however, that any breach of the aforementioned conditions of conveyance, and any re-vesting of title as a result thereof in the Grantor, shall always be subject to and shall not defeat, render invalid, or limit in any way the lien of any mortgage securing repayment of funds used solely for the development of the Property in accordance with the above Development Agreement.

Upon the satisfaction of the terms and conditions contained herein, the City shall issue a Deed of Release and Satisfaction. Said Deed of Release shall be recorded in the real property records of the Kenton County Clerk.

**[SIGNATURE PAGE BELOW]**

IN WITNESS WHEREOF, the said Grantor, **City of Covington**, by and through its Mayor Joseph U. Meyer, has hereunto set his hand this 10<sup>th</sup> day of August, 2018.

**GRANTOR: CITY OF COVINGTON**

By: Joseph U Meyer  
Joseph U. Meyer, Mayor

State of Kentucky )  
County of Kenton ) SS:

Before me, did personally appear Hon. Joseph U. Meyer, Mayor of the City of Covington, who did execute the foregoing in his capacity as Mayor of the City of Covington, on behalf of the City of Covington, as his voluntary act and deed.

Margaret M Nyhan  
Margaret M. Nyhan  
Notary Public # 565387  
My Commission Expires: 10/2/2020

**CERTIFICATE OF CONSIDERATION**

Pursuant to KRS Chapter 382, the Grantor and Grantee both certify, under oath, that the consideration reflected in this deed and other consideration is the full consideration paid for the transfer of property under this instrument, and Grantee joins in this deed for the sole purpose of making this certification about the consideration. Fair Cash Value \$20,000.00.

**Transfer is Tax Exempt Pursuant to KRS 142.050(7)(b)**

**GRANTOR: CITY OF COVINGTON**

By: Joseph U Meyer  
Joseph U. Meyer, Mayor

State of Kentucky )  
County of Kenton ) SS:

Before me, did personally appear Hon. Joseph U. Meyer, Mayor of the City of Covington, who did execute the foregoing in his capacity as Mayor of the City of Covington, on behalf of the City of Covington, as his voluntary act and deed.

Margaret M Nyhan  
Margaret M. Nyhan  
Notary Public # 565387  
My Commission Expires: 10/2/2020

**GRANTEE:**

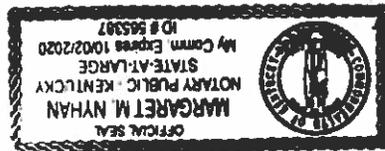
By: \_\_\_\_\_

Tim Eversole  
Of: BHB Properties, LLC  
Its: Sole Member  
1519 Maryland Avenue, Covington, Kentucky 41014

State of Kentucky )  
County of Kenton) SS:

Before me, did personally appear Tim Eversole, Partner of BHB Properties, LLC, who did execute the foregoing as his voluntary act and deed.

*Margaret M. Nyhan*  
Notary Public # 565387  
My Commission Expires 6/2/2020  
My Jurisdiction is At Large



This Deed prepared by:

*CZoda*

Cassandra J. Zoda (#96871)  
Assistant City Solicitor  
City of Covington, Kentucky  
20 West Pike Street  
Covington, KY 41011  
Ph: 859-292-2311

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

### 2020 AIR Submission Deadlines

Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	8/18/20
<b>Legislative Meeting Date</b>	8/25/20
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
TOM WEST via email 8/11/20

<b>Responsible Staff Person</b>
Tom West

<b>Specific Nature of Request</b>
An order authorizing the Mayor to approve the assignment of the 112 Pike Street sublease to NKUF Properties 10 LLC from UpTech INC. for the purpose of operation a shared services hub for entrepreneurship and innovation.

<b>Description of Request Including Background Information if Relevant</b>
Following the Commission's approval of the lease assignment to NKU Foundation on July 21, City staff was notified that the foundation wished to create a new LLC to hold the lease on this property. Aside from the name change to NKUF Properties 10 LLC, no other changes to the assignment are requested.

<b>Company/Entity (if multiple, list all)</b>

### SIGNING ORDER

<b>Value/Cost</b>

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
Yes - revised assignment document.

3.  8/11/2020  
CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

## AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF LEASE AGREEMENT

This **AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF LEASE AGREEMENT** (the "Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 between **THE CITY OF COVINGTON, KENTUCKY**, a municipal corporation of the home rule class, with a principal address at 20 W. Pike Street, Covington, KY 41011 (the "City"), **UPTECH, INC.** a Kentucky corporation with a principal office 112 W. Pike Street, Covington, Kentucky 41011 (the "Assignor"), and **NKUF Properties 10 LLC**, with a principal office at 1 Nunn Drive, Lucas AC 820, Highland Heights, KY 41099 (the "Assignee") (together the "Parties").

### BACKGROUND

- A. **WHEREAS**, the Assignor, UPTECH, INC. has operated a technology accelerator program at 108-112 Pike Street, Covington, Kentucky 41011 the ("Premises") for several years pursuant to a sublease between Assignor and the City of Covington dated October 1, 2018 (the "Sublease"), which is attached hereto as Exhibit A; and
- B. **WHEREAS**, Assignee, in connection with Northern Kentucky University, operates as a key connector for entrepreneurs, private sector leaders, investors, educational programs, incubators, accelerators, governmental and economic development organizations, and non-profits; and
- C. **WHEREAS**, City, Assignor, and Assignee have discussed Assignor assigning the Sublease to Assignee in order to bolster the Parties' shared missions of promoting economic development in the key Innovation Alley area of Covington; and
- D. **WHEREAS**, Assignor now wishes to assign its interest in the Sublease to Assignee, and City desires to consent to such an assignment as evidenced by ORD No. ORD-\_\_\_\_20.
- E. **WHEREAS**, the City of Covington joins this agreement to provide consent to the assignment and assumption of the sublease by Assignee.

**NOW THEREFORE**, in consideration for the mutual promises and covenants contained herein, the Parties agree as follows:

### STATEMENT OF THE AGREEMENT

1. **Assignment.** Effective August 1, 2020, (the "Effective Date") Assignor assigns to Assignee all of its right, title, and interest in and to the Sublease, subject to all of the terms, covenants, conditions, and provisions of the Sublease., Assignor shall surrender possession of the Premises to Assignee on the Effective Date in As Is, Where Is condition . Assignor agrees that all of Assignor's personal property shall be removed from the Premises prior to the Effective Date. Assignee's obligations, including but not limited to payment of rent, shall commence on the Effective Date.
2. **Assumption.** From and after the date hereof, Assignee hereby assumes, covenants, and agrees to keep and perform each and every obligation of Assignor as Sublessee under the Sublease. Assignee agrees to be bound by each and every provision of the Sublease, as amended by this Agreement, as if it had executed the same.
3. **Assignor's Representations and Warranties.** Assignor represents and warrants to Assignee that:

- a. The Sublease is in full force and effect, unmodified except as provided in this Agreement;
  - b. Assignor's interest in the Sublease is free and clear of any liens, encumbrances, or adverse interests of third parties;
  - c. There are and will be no sums due and owing by Assignor under the Sublease as of the Effective Date hereof.
  - d. Assignor hereby acknowledges that Assignor's entity name was inadvertently written as UPTECH, LLC as opposed to UPTECH, INC. on portions of the sublease, and Assignor is the correct original party to the Sublease as demonstrated on the signature line.
4. Amendment. The Sublease is hereby amended as follows:
- a. All references to "UPTECH, LLC" in the Sublease are amended to read UPTECH, INC. The change shall be effective nunc pro tunc.
  - b. As of the Effective Date of this Agreement, Section 5 of the Sublease is amended to read as follows:  
"5. Additional Consideration.  
  
The rent due under this Sublease is less than the market rate; therefore, Sublessee shall enter into a Partnership Agreement with Sublessor as additional consideration for the partnership agreement shall be developed within 60 days of the Effective Date between the Parties wherein the Northern Kentucky University, Northern Kentucky University Foundation and the City shall collaborate to combine assets to achieve a set of mutually beneficial goals, such as a hackathon to solve a City-identified challenge, providing subject matter expertise and constructive critiques to and by City departments, etc."
  - c. Exhibit B is hereby removed from the Sublease entirely as of the Effective Date of this Agreement.
5. Remaining Portions Unaffected. Except as amended by this Agreement, the Sublease which is assigned and assumed herein shall remain unchanged.
6. Indemnification.
- a. Assignor Specific Indemnities. Assignor agrees to save, indemnify, defend and hold Assignee harmless from and on account of any claims, demands, actions, losses, expenses and liabilities (including attorneys' fees) against Assignee under the Sublease on account of or arising out of any obligations and liabilities of the Assignor as sublessee thereunder, arising prior to the Effective Date hereof.
  - b. Assignee Specific Indemnities. Assignee agrees to save, indemnify, defend and hold Assignor harmless from and on account of any claims, demands, actions, losses, expenses and liabilities (including attorneys' fees) against Assignor under the Sublease on account of or arising out of the obligations and liabilities so assumed in this Agreement arising on or after the Effective Date hereof.
  - c. Additional Indemnities. Assignee shall be liable for, indemnify, and hold City harmless against, without limitation, any and all losses, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise that arise from any and all acts or omissions of Assignee, its invitees, licensees, subcontractors, agents, employees, licensees or invitees in connection with the Assignment of the Sublease. The indemnities provided herein shall survive expiration or termination of this

Assignment, and shall be in addition to any indemnities provided for in the Sublease.

7. **Notices.** All notices, requests, consents, approvals, demands and other communications required or permitted to be given or made under this Assignment or the Sublease shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States mail, addressed as follows, or at such other address as may be provided in writing by the parties:

If to Assignee:            Eric Gentry  
                                    Vice-President for University Advancement  
                                    Northern Kentucky University Foundation  
                                    1 Nunn Drive, AC 820  
                                    Highland Heights, KY 41099

If to Assignor:            Thomas A. Prewitt  
                                    2400 Chamber Center Drive  
                                    Suite 300  
                                    Ft. Mitchell, KY 41017

If to City:                    City of Covington  
                                    Office of the City Solicitor  
                                    20 W. Pike Street  
                                    Covington, KY 41011

8. **Severability.** Any provision in the Assignment which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
9. **Contra Proferentem.** This Agreement shall not be construed for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions. All parties have had the opportunity to review this Agreement with their independent legal counsel. The Office of the City solicitor has not acted as legal counsel to Assignor or Assignee in this transaction.
10. **Governing Law.** This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. The Parties agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties, and liabilities of the Parties to this Assignment and shall govern the interpretation of this Assignment. Any litigation regarding any dispute related to this Assignment shall be in the courts of Kenton County, Kentucky.

[Signature page follows.]

**CONSENT**

City of Covington, pursuant to Section 7 of the Sublease, hereby consents to the foregoing Agreement.

---

By: Joseph U. Meyer

Its: Mayor

**CONSENT**

Pursuant to Section 20 of the Master Lease dated September 28, 2018 and approved by Commissioners' Order No. ORD-255-18, Master Lessor Pike Star, LLC hereby consents to the foregoing assignment of the Sublease from UPTECH, INC. to NKU-HUB.

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By: Tony Kreutzjans

Of: Pike Star, LLC

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Sublease as of the date provided above.

**THE CITY OF COVINGTON, KENTUCKY ("City")**

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By: Joseph U. Meyer, Mayor

Pursuant to Commissioners' Order No. ORD-\_\_\_\_\_20

**UPTECH, INC. ("ASSIGNOR")**

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By: Thomas A. Prewitt

Its: President

**NKUF PROPERTIES 10 LLC ("ASSIGNEE")**

---

By: Eric C. Gentry

Its: Manager

**Exhibit A**  
**Sublease**

## **Margaret M. Nyhan**

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**From:** Lenette Beasley  
**Sent:** Tuesday, August 11, 2020 10:37 AM  
**To:** Margaret M. Nyhan  
**Cc:** Joseph Meyer  
**Subject:** Board Appt. for 8/18 Caucus

Good Morning Maggie,

I hope you are doing well.

Mayor Meyer would like the following agenda item added to the 8/18/2020 Caucus Agenda:

### **Renaissance Covington Board**

#### **Appoint Ella Frye**

(awaiting application and further contact details)

[EFrye@ecdi.org](mailto:EFrye@ecdi.org)

Term: 8/26/2020 – 8/25/2023 (3 years)

I will forward her application documents once they are received.

Please let me know if you have any questions.

Thank you,

Lenette : )

Thank you,

Lenette : )

---

**From:** Joseph Meyer <jumeyer@covingtonky.gov>  
**Sent:** Monday, August 10, 2020 3:29 PM  
**To:** Lenette Beasley <lbeasley@covingtonky.gov>  
**Cc:** Tom West, AICP <twest@covingtonky.gov>  
**Subject:** RE: Ella Frye - She replied "Yes"

Yes.

---

**From:** Lenette Beasley <lbeasley@covingtonky.gov>  
**Sent:** Monday, August 10, 2020 10:17 AM  
**To:** Joseph Meyer <jumeyer@covingtonky.gov>  
**Subject:** RE: Ella Frye - She replied "Yes"

Thank you Sir.

I will check my files for a recent application.

Obviously I have her correct email address, but will reach out to confirm her other contact details.

I know that Rebekah Gensler's Term included Commission involvement, her Order is attached.

**Would you like me to request that Maggie add her to the 8/18 Caucus Agenda?**

Please advise.

Lenette : )

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**From:** Joseph Meyer <[jumeyer@covingtonky.gov](mailto:jumeyer@covingtonky.gov)>

**Sent:** Friday, August 7, 2020 2:59 PM

**To:** Lenette Beasley <[lbeasley@covingtonky.gov](mailto:lbeasley@covingtonky.gov)>

**Subject:** RE: Ella Frye - She replied "Yes"

Let's make sure we have her application and contact information. I'm thinking we might have a recent application available. And let's check to see whether this is a mayor's appointment or requires commission approval. I think it is mayor only.

Joe

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**From:** Lenette Beasley <[lbeasley@covingtonky.gov](mailto:lbeasley@covingtonky.gov)>

**Sent:** Friday, August 7, 2020 2:58 PM

**To:** Joseph Meyer <[jumeyer@covingtonky.gov](mailto:jumeyer@covingtonky.gov)>

**Subject:** Re: Ella Frye - She replied "Yes"

She replied to my email - with a YES.

Now she is awaiting further direction.

Please advise.

Thank you,

Lenette : )

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**From:** Lenette Beasley

**Sent:** Friday, August 7, 2020 11:42 AM

**To:** Joseph Meyer <[jumeyer@covingtonky.gov](mailto:jumeyer@covingtonky.gov)>

**Subject:** RE: Ella Frye

Will do Sir! : )

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**From:** Joseph Meyer <[jumeyer@covingtonky.gov](mailto:jumeyer@covingtonky.gov)>

**Sent:** Friday, August 7, 2020 11:41 AM

**To:** Lenette Beasley <[lbeasley@covingtonky.gov](mailto:lbeasley@covingtonky.gov)>

**Subject:** Ella Frye

Lenette,

Will you reach out to Ella Frye and ask her if she would like to serve as the city's appointee to the Renaissance Covington board?

Joe

Boards/Commissions you wish to consider: Urban Design Review Board

First Name: Ella

Last Name: Frye

Middle Name: I.

County: Kentucky

Home Address: 2225 Eastern Avenue

City: Covington

State: Kentucky

Zip: 41014

Are you 18 years or older?: Yes

Party Affiliation: Democrat

Race:

Gender: Female

Occupation: Business and Financial Professional

Phone Number: (859) 663-7323

Email Address: [efrye@ecdi.org](mailto:efrye@ecdi.org)

Current Employer: Ohio Economic and Community Development Institute (ECDI)

Business Address: 1311 Vine Street

### **Education & General Qualifications**

#### **High School**

Name of School: Wilmington High School in Wilmington, Delaware

Did you Graduate: Yes

#### **College/Other**

Name of School: University of Delaware

Did you Graduate: Yes

Memberships in Organizations. (Indicate any public office currently held).: Chamber of Madisonville, OH and St. James AME Church

Have you ever been convicted of a felony?: No

If yes, please indicate charge, date and place.:

Please submit a current resume with the application.: Cincinnati Office ECDI Resumes-374587279.pdf

Signature - Explain:

By signing below, I understand the City of Covington may conduct a complete check on my background and do hereby authorize such an investigation.

E-Signature: Ella I Frye

Date: 8/11/2020