

# 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>	10/20/2020
<b>Legislative Meeting Date</b>	10/27/2020
<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>
David W. Johnston

<b>Specific Nature of Request</b>
Learning Grove, Inc. (formerly known as Children, Inc.) lease for child care facility on IRS property.

<b>Description of Request Including Background Information if Relevant</b>
Learning Grove, Inc. provided child care services for federal employees since 2008. The firm was supported by the IRS. When the IRS Center was closed, Learning Grove entered into a license agreement with the GSA. When the City purchased the property, this relationship ended. This lease models the agreement Learning Grove had with the GSA, with some minor modifications.

<b>Company/Entity (if multiple, list all)</b>
Learning Grove, Inc.

### SIGNING ORDER

<b>Value/Cost</b>
\$2,000/month rent

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

3.  CITY MANAGER 10/14/2020 DATE

<b>Payment Terms</b>
Monthly; All associated cost are the responsibility of the Lessee

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

# COMMERCIAL LEASE

This Commercial Lease ("Lease") is made between the City of Covington, a Kentucky city of the home rule class, with an address of 20 West Pike Street, Covington, Kentucky 41011 ("City"), and **LEARNING GROVE, INC.**, a non-profit corporation with a principal office of 333 Madison Avenue, Covington, KY 41011 ("Lessee").

The City and Lessee hereby covenant and agree as follows:

1. **Leased Premises.** 200 Brent Spence Square, Covington, Kentucky 41011, consisting of approximately 12,500 rentable square feet and associated parking spaces depicted in **Exhibit A** attached to this Lease and incorporated herein ("Premises"), all of which is located within that entire parcel of land and improvements thereon identified by PIDN 054-12-03-001.00 which consists of approximately 20.39 total acres ("Property").

2. **Term.** City demises the above Premises to Lessee for a term of four (4) consecutive years commencing on August 1, 2020 ("Term"). In addition to the various rights of termination included in this Lease, either party to this Lease may terminate this Lease for convenience upon 180 days written notice.

### 3. **Rent & Consideration.**

A. **Fixed Rent.** Rent for the Premises shall commence October 1, 2020, in the amount of \$2,000.00 per month ("Fixed Rent"). Fixed Rent shall be payable in advance, on the first day of each month for that month's rental, during the term of this Lease. Fixed Rent for October 1, 2020 shall be due on November 1, 2020, along with the November 2020 Fixed Rent payment. No payment will be required for August and September of 2020.

All rental payments of Fixed Rent and any additional charges provided in this Lease shall be made to City without demand, deduction, set off, or abatement, at 20 W. Pike Street, Covington, Kentucky 41011, or such other address as may be provided to Lessee in writing by City from time to time. Payments received after the first day of each month are subject to a late fee equal to ten percent per month of the rent due (\$2,125.00).

B. **Maintenance Fund.** Recognizing that the rent for the Premises paid by Lessee to the previous Property owner of \$5,400.00 per month included compensation for operation and maintenance of the Property, Lessee agrees to the terms in this section as additional consideration. On the first day of each month of the Term, Lessee shall place \$3,400.00 in a capital maintenance/improvement fund managed by Lessee ("Premises Maintenance Fund"). The Premises Maintenance Fund shall be utilized by Lessee to perform needed maintenance and repairs. Lessee shall provide documentation showing a monthly accounting of the Premises Maintenance Fund balance and expenditures with its Fixed Rent payment each month.

Any funds left in the Premises Maintenance Fund at the end of the Term or earlier termination of this Lease shall remain the property of Lessee, except to the extent of amounts required to perform any outstanding maintenance or repairs that are the responsibility of Lessee.

- C. Headquarters Requirement. The terms provided in this Lease are provided on the basis that Lessee as an organization, being Learning Grove, Inc., continues to be headquartered in Covington, Kentucky. Should Lessee locate its headquarters out of Covington, Kentucky, the City may at its option: i) terminate this Lease; or ii) renegotiate the terms of the Lease with Lessee.

**4. Use.** Lessee shall use and occupy the Premises for a commercial day care in accordance with all applicable federal, state, and local, rules, regulations, and laws regarding operation of daycares and childcare facilities. The Premises shall be used for no other purpose.

**5. Care, Maintenance, and Repairs of Premises.** Lessee acknowledges that it is in possession of the Premises pursuant to the terms of a certain lease between the Lessee and the General Services of America of the United States Government dated August 12, 2008, including the Amendment dated October 1, 2019, which was terminated upon sale of the Property to City. Lessee hereby acknowledges the Premises are in reasonably good order and repair. Lessee agrees to rent the space "as-is". Lessee shall, at its own expense and at all times unless as otherwise specified herein, maintain and repair the Premises in good and safe condition, and at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall it its own expenses be responsible for all custodial services for the Premises.

Lessee's repair and maintenance obligations include all areas affecting the Premises, including but not limited the roof, window shades, exterior walls, structural foundations, electrical wiring, plumbing systems, and heating and cooling installations serving the Premises. Lessee will also maintain the external portions of the Premises including landscaping, including the any common area(s), sidewalks, driveways, lawns and shrubbery. Lessee shall report any structure or repair issues to City as soon as practical. Furthermore, Lessee shall provide City at least 60 days advance notice of and an opportunity to review and object to all significant repairs, unless an emergency exists.

Should Lessee fail to maintain or repair any portion of the Premises or its obligations hereunder in good condition, City may make such repairs or perform such maintenance. Lessee shall pay City's cost for making such repairs plus ten percent (10%) for overhead costs, upon presentation of invoice as additional rent.

**6. Alterations.**

- A. Lessee shall not, without first obtaining the written consent of City, make any permanent alterations, additions, or improvements, in, to or about the Premises. Any approved alterations, additions, or improvements to the Premises shall be done in a good and workmanlike manner free and clear of all liens and Lessee covenants that it will forthwith discharge any liens filed against the Premises. Lessee agrees to provide lien waivers from any party performing work on the Premises upon

demand of City. City shall have sole and absolute discretion to approve or disapprove any permanent alterations, additions, or improvements referred to in this section.

- B. Lessee shall not permit any lien or encumbrance of any kind to be placed against the Premises and shall discharge any such lien by payment or bonding (if available under applicable law) within 10 days after filed, failing which Lessee shall thereupon be in default under this Lease without the requirement of any additional notice or curer period and City may, in addition to any and all other remedies, discharge or bond (if available under applicable law) such lien at Lessee's expense.
- C. Lessee shall repay to City, on demand, all sums disbursed or deposited by City pursuant to the foregoing provisions of this Article, including, without limitation, City's costs and expenses and reasonable attorneys' fees incurred in connection therewith, which shall constitute additional rent payable by Lessee under this Lease. However, nothing contained herein shall imply any consent or agreement on the part of City or any ground or underlying lessors or mortgagees or holders of deeds of trust covering any portion of the Premises to subject their respective estates or interests to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services, or materials to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee, shall have been consented to by City or any of such parties. Lessee will not suffer any other matter or thing whereby the estate, rights, and interests of City in the Premises or any part thereof might be impaired. Nothing herein contained shall obligate Lessee to pay or discharge any lien created by City.

7. **Security.** The parties acknowledge that the Property is currently secured via a security alarm system that applies to the buildings on the Property, including the Premises. The City anticipates demolition of the primary buildings and the discontinuance of the security alarm system that applies to the buildings on the Property. As of January 1, 2021, Lessee will be responsible for security of the Premises so that the existing alarm system can be disconnected from the remaining unoccupied buildings.

8. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

9. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, City may terminate this Lease.

10. **Utilities.** All applications and connections for necessary utility services including but not limited to sewer, water, gas, electric, cable, internet, phone, garbage and recycling serving the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due and covenants to promptly pay for same. City will not be responsible

for any utilities serving the Premises. City shall not be liable for any interruption or failure whatsoever in utility services and Lessee shall comply with all provisions of this Lease notwithstanding any such failure or interruption.

**11. Entry and Inspection.** Lessee shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same or performing any repairs required by this Lease, and will permit City at any time within one hundred eight (180) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

**12. Insurance.** The Lessee shall at all times during the term(s) of this Lease obtain, acquire, and maintain in full force and effect:

- A. Comprehensive General Liability Insurance in an amount of \$2,000,000.00 per occurrence. The Comprehensive General Liability Coverage shall include medical payments, with minimum limits of \$5,000.00. The Comprehensive General Liability insurance must cover medical payments for daycare participants, or Lessee shall be additionally required to hold Student Accident coverage at a minimum level of \$25,000.00 per person.
- B. Fire and Property Damage Insurance in an amount of \$1,000,000.00, or if higher, the minimum limits established by the Commonwealth of Kentucky for day care facilities.
- C. Sexual Abuse/Molestation coverage with minimum limits of \$2,000,000.00 per occurrence.
- D. An Umbrella or Excess Liability policy to provide coverage for Sexual Abuse/Molestation with minimum limits of \$2,000,000.00 per occurrence.
- E. Workers' Compensation insurance coverage for Lessee's employees. The Workers' Compensation coverage shall include coverage for any Lessee volunteers, or Lessee shall be required to hold an accident insurance policy covering volunteers.

The Lessee shall maintain policies providing the above-stated insurance protection, and shall name the City as an additional insured, with each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

The Lessee may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve

the Lessee of responsibility for any losses not covered by the above-required policies. The Lessee agrees to furnish to the City a Certificate of Insurance(s) or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force prior to the beginning of the Term(s).

Lessee shall not permit the Premises to be used in any manner that would void the insurance thereon or on the Premises. Lessee shall pay any increased insurance costs caused by Lessee's use of the Premises or because Lessee vacates the Premises.

**13. Destruction of Premises.** In the event of a partial destruction of the Premises (which shall mean an occurrence covered by Lessee's insurance to an extent which shall be 25% or less of the cost of replacement of the Premises) during the term hereof, from any cause, Lessee shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made if the damage is not caused by Lessee, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises.

If such repairs cannot be made within said sixty (60) days, Lessee, if approved by City, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid if the damage is not the fault of Lessee, and in the event that Lessee shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event the Premises should be damaged by fire, explosion or any other casualty or occurrence, and such casualty or occurrence shall not be covered by Lessee's insurance or the Premises should be damaged to the extent of more than 25% of the cost of replacement thereof, the Lessee may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease. Termination of this Lease shall not relieve Lessee or its insurers of any liability or obligations for damages caused by Lessee during the Term.

#### **14. City's Remedies on Default.**

- A. If Lessee shall at any time be in default in the payment of Fixed Rent or other sums of money required to be paid by Lessee, or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Lease, Lessee shall remedy such default:
1. Within ten (10) days after receipt of notice thereof from City, in the event the default is as to payment of Fixed Rent or other sums of money, or
  2. Within thirty (30) days after receipt thereof, if the default relates to matters other than the payment of rent and other sums of money (but Lessee shall not be deemed to be in default if Lessee commences to remedy said defaults other than relates to payment of rent and other sums of money within said

thirty (30) day period, and proceeds therewith with due diligence). No due diligence period shall last more than 90 days, without an extension approved in writing by City.

If Lessee commits waste, vacates the Premises, or fails to continuously occupy and conduct Lessee's business in the Premises, City, in addition to all other remedies given to City in law or in equity, may, by written notice to Lessee, terminate this Lease, or without terminating this Lease re-enter the Premises by summary proceedings or otherwise, and in any event may dispossess Lessee, it being the understanding that under no circumstances is the Lease to be an asset for Lessee's creditors by operation of law or otherwise.

In the event of such re-entry, City may relet the Premises without being obligated to do so, and in the event of a reletting may apply the rent therefrom first to the payment of City's expenses, including attorneys' fees incurred by reason of Lessee's default, and the expense of reletting, including but not limited to, the repairs, renovation or alteration of the Premises, and then to the payment of Fixed Rent and all other sums due from Lessee hereunder, Lessee remaining liable for any deficiency.

- B. In the event City terminates this Lease, or without terminating this Lease, re-enters the Premises as herein provided, City may elect, by written notice to Lessee given at any time within one hundred and twenty (120) days following such termination or re-entry, to be compensated for actual loss of Fixed Rent and additional charges by a lump sum payment representing the amount of Fixed Rent and additional charges which would have been paid in the absence of default for the remainder of the term, estimated as of the date of the termination. In the event the Premises are relet by City (but City shall not be obligated to so relet) for the balance of the term of this Lease there shall be a presumption that the entire rent payable under such reletting is the fair rental value of the Premises for the remainder of the term. If, at the end of the term, the total of (i) rent which City has actually received from the Premises and (ii) the lump sum payment is less than the rent which would have been paid in accordance with this Lease, then Lessee shall pay the difference between said amounts. If the total of (i) rent which City has actually received from the Premises and (ii) the lump sum payment is more than the rent which would have been paid in accordance with this Lease, City shall refund Lessee the difference, less a 10% fee.
- C. In the event of a default by Lessee of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, City shall have the right to file a request for injunctive relief and the right to invoke any remedy permitted to City at law or in equity. All remedies available to City are declared to be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the Premises shall deprive City of any of its remedies or actions against Lessee and Lessee shall remain liable for all past or future rent, including all additional rent, consideration, insurance premiums and all other charges and rent payable by Lessee under this Lease, during and for the balance of the original term hereof, nor

shall the bringing of any action for rent or other default be construed as a waiver of the right to obtain possession of the Premises.

**15. Security Deposit.** None required.

**16. Indemnification & Attorney's Fees.** The Lessee hereby agrees to protect, indemnify and hold harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Lessee or anyone directly or indirectly employed or controlled by the Lessee as a result of the Lessee's occupation or use of the Premises. These indemnifications shall additionally include, but not be limited to: claims relating to sexual abuse or molestation on the Premises; and ii) claims, penalties, or other fees, related to failure of Lessee to operate the daycare facility in accordance with all applicable federal, state, and local rules, laws, regulations, and ordinances.

**17. No Joint Venture.** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between City and Lessee, or between City and any other party, or cause City to be responsible in any way for the debts or obligations of Lessee or any other party.

**18. Notices.** All notices or other writings required to be given under this Lease shall be sent to the parties at the following addresses, or to each party at such other address as shall be designated by such party in a written notice to the other party in accordance with this section. All notices and other writings shall be effective when deposited in the mail (first class mail, postage prepaid).

If to City:

City of Covington  
ATTN: City Manager  
20 W. Pike Street  
Covington, KY 41011

With a copy to:

City of Covington  
ATTN: City Solicitor  
20 W. Pike Street  
Covington, KY 41011

If to Lessee:

LEARNING GROVE, INC.  
333 Madison Avenue  
Covington, Kentucky 41011

**19. Vacation of Premises, Holding Over.** Lessee shall deliver up and surrender to City possession of the Premises, including all fixtures permanently attached to the Premises during the

Term (except such fixtures as City shall direct Lessee to remove), upon the expiration of this Lease or its termination in any way in as good condition and repair as the same shall be at the commencement of said term (ordinary wear and decay only excepted) and deliver the keys at the office of City Manager. The parties recognize and agree that the damage to City resulting from any failure by Lessee to timely surrender possession of the Premises will be substantial, will exceed the amount of the monthly installment of the Fixed Rent payable hereunder, and will be impossible to accurately measure. Lessee therefore agrees that if possession of the Premises is not surrendered to City upon the expiration date or sooner termination of the Lease, in addition to any other rights or remedies City may have hereunder or at law, Lessee shall pay to City, as liquidated damages, for each month and for each portion of any month during which Lessee holds over in the Premises after the expiration date or sooner termination of this Lease, a sum equal to two hundred fifty percent (250%) of that portion of the Fixed Rent that was payable under this Lease during the last month of the term. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Premises after the expiration date or sooner termination of the Lease. The provisions of this Section shall survive the expiration date or sooner termination of this Lease. If, at the expiration of the term of this Lease or any renewal thereof, Lessee continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease but Lessee shall be a tenant from month to month. Monthly rent in any holdover period shall be as set forth in this paragraph.

**20. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises. City reserves the right to demand and obtain from Lessee a waiver of priority of Lessee's lien arising by virtue of the within leasehold estate, thereby subordinating Lessee's lien in favor of any City bonding requirements for development of the Property, any mortgage lien arising from any mortgage loan of City, or in favor of any mortgage lien or any refinancing or replacement of a mortgage loan that may become necessary or desirable from time to time to City in the future, and Lessee, upon demand by the City for same, agrees to execute at any and all time such instruments that may be required by any such lending institution or prospective mortgagee in order to effectuate waiver of priority and subordination of Lessee's interests under this Lease. Lessee will, within forty-five (45) days after requested by City, sign and deliver to City a statement prepared by City certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that this Lease is in full force and effect as so modified); that Lessee has no defenses, offsets or counterclaims against Lessee's obligations under this Lease; that there are no uncured defaults of City or Lessee (or, if there are any alleged defenses, counterclaims or defaults, setting them forth in reasonable detail); and the dates to which Fixed Rent and the other charges payable by Lessee under this Lease have been paid, which statement may be relied upon by any prospective purchaser or lender. Lessee will be liable for all loss and expense resulting from any failure by Lessee to sign such statement or any material misrepresentation contained in such statement. Lessee agrees to furnish from time to time, within five days after request by City, an estoppel certificate signed by Lessee addressed to such party as City requests, confirming and containing such factual certifications and representations as may be reasonably requested.

**21. Applicable Law.** The laws of the Commonwealth of Kentucky shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease, or a reservation of or option for the Premises and becomes effective only upon execution and delivery thereof by City and Lessee. All negotiations,

considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties. Lessee shall have no right to quit the Premises or cancel or rescind this Lease except as said right is expressly granted herein. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. This Lease has been negotiated by City and Lessee and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either City or Lessee, but by both equally.

**22. Rules and Regulations.** Lessee agrees that City has the right at any time and from time to time for the general welfare of the public and the avoidance of nuisance to impose reasonable rules and regulations of general application governing the access and use of the Premises. Lessee, as a covenant and condition of this Lease, agrees to comply with and perform any and all such rules and regulations imposed by City.

**23. Signage.** Lessee shall not, without City's prior written consent which will not be unreasonably withheld (a) make any changes to or paint the exterior of the Premises, (b) install any exterior lighting, decorations, or paintings, or (c) erect or install any signs, banners, window or door lettering, placards, decorations, or advertising media of any type visible from the exterior of the Premises. All signs, decorations, and advertising media shall conform to applicable zoning code. City may designate a uniform type of sign for the exterior of the Premises and the parties acknowledge and agree that all signage existing as of the date of this Lease is permitted. At the end of the Term and upon the removal or alteration of a sign, Lessee shall repair, paint, and/or replace the building fascia surface where such signs are or were attached.

**24. Assignment; Successors Bound.** This Lease shall not be mortgaged, pledged, encumbered, assigned, or in any manner transferred by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Premises or any part thereof sublet, used or occupied for the conduct of any business by any third person or corporation, or for any purpose other than herein authorized without the prior consent of the City. Any consent by City to any assignment or subletting or other operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent under any subsequent assignment or subletting or operation by a concessionaire or licensee. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**25. Survival.** The obligations of the parties which are to be performed during the Term, if not performed prior to the expiration or sooner termination of this Lease or which apply to time periods after termination or expiration of this Lease, as well as the indemnities made by Lessee, will survive termination or expiration of this Lease.

**26. Force Majeure.** In the event that either party hereto shall be delayed, hindered in or prevented from performing any act required hereunder by reason of strikes, lockouts, inability to procure materials, a public health emergency including a pandemic, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature not the fault of the party delayed in performing such acts, then performance of such acts shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to such delay period. Notwithstanding the foregoing, Lessee shall

not be excused from the payment of rent or other sums of money which may become due under this Lease.

**27. Waivers.** The failure of City to insist, in any one or more instances, to strict performance be Lessee as to any Lease covenants shall not be construed as a waiver be City or relinquishment, in the future of such covenants, but the same shall continue and remain in full force and effect. The receipt by City of rent with knowledge of a breach of this Lease or covenant hereof shall not be deemed a waiver of the same breach, and no waiver by City of any provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

**28. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Exhibit A – Premises

**29. Non-Discrimination.** The Lessee shall not discriminate against any person seeking employment with or by the Lessee or seeking day care services from the Lessee at the Premises because of race, color, creed, national origin, age, sex, sexual orientation, gender identity, religion, disability or any other legally protected status.

**30. Lender Rights.** At any time when there is outstanding a mortgage, deed of trust, or similar security instrument encumbering City's interest in the Premises, Lessee may not exercise any remedies for default by City hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust, or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

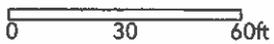
**31. Quiet Enjoyment.** Provided Lessee performs all of its obligations hereunder, Lessee shall, subject to the terms of this Lease, at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises.

**[Remainder of Page Blank; Signature Page Follows]**





**Exhibit A – Premises**



# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

Dec 27	June 5
Jan 10 & 24	July 2 & 24
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<b>Caucus Meeting Date</b>	10/20/2020
<b>Legislative Meeting Date</b>	10/27/2020
<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>
Bruce Applegate

<b>Responsible Staff Person</b>
Bruce Applegate

<b>Specific Nature of Request</b>
APPROVAL OF AN ORDER AMENDING COMMISSIONERS' ORDER NO. ORD-181-19, THE PERSONNEL POLICY, AS AMENDED, TO INCORPORATE A POLICY GOVERNING THE ADMINISTRATION OF CITY SOCIAL MEDIA ACCOUNTS, AND A POLICY GOVERNING DATA SECURITY.

<b>Description of Request Including Background Information if Relevant</b>
The Board of Commissioners adopted Order ORD-227-19 on October 1, 2019 establishing a priority to establish a Data Security Policy, and a Social Media Policy. The Assistant City Manager has worked with the Communications Department, Information Technology Department, and the Legal department to create and review policies aimed at meeting the order from the Commission. Adoption of the attached Order will approve the necessary revisions to the City's Personnel Plan (ORD-116-20) to incorporate these new policies.

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

**SIGNING ORDER**

1. M = B LEGAL DEPARTMENT REPRESENTATIVE DATE 10-14-20  
*(As to Policy 7.6 only)*

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

2. \_\_\_\_\_ FINANCE DEPARTMENT REPRESENTATIVE DATE \_\_\_\_\_  
Debbie Johnson 10/14/2020  
 3. CITY MANAGER DATE

<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.



# CITY OF COVINGTON

Office of the Assistant City Manager

## MEMORANDUM

**To:** David W. Johnston, City Manager  
**From:** Bruce M. Applegate Jr., Assistant City Manager  
**Date:** October 9, 2020  
**Re:** AMENDMENT OF THE CITY OF COVINGTON PERSONNEL PLAN TO INCLUDE AN ADMINISTRATION OF SOCIAL MEDIA POLICY, AND A DATA SECURITY POLICY PREVIOUSLY PRIORITIZED BY THE CITY COMMISSION VIA ORDER NO. ORD-181-19.

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### Introduction

The Board of Commissioners adopted Order ORD-227-19 on October 1, 2019 establishing a priority to create a Data Security Policy, and a Social Media Policy.

### Funding

No funding is necessary under policies as written.

### Background

City Commissioner's Order ORD-227-19 submitted on October 1, 2019 established a priority to develop a "Data Security Policy" and a "Social Media Administration Policy" as listed in the FY20 Annual Board Priorities. Staff have completed review of existing policies and have developed the requested items for incorporation into the City's Personnel Policy Manual for review and approval. A brief update and review of the two policies has been provided below, and the full policy drafts have been attached.

### **Identity and Data Access Policy (Data Security)**

The City adopted ORD-119-19 on May 28, 2019 establishing the City's "Identity and Access Management Policy." The policy was established to "define access control measures for Covington's systems to protect the privacy, security, confidentiality, and integrity of the City of Covington resources and data." Although this policy was approved by ORD-119-19, transition in the Information Technology (IT) Manager role has provided an opportunity for an update of the policy, using a fresh perspective.

IT Manager Elgusain has reviewed the previous policy and made updates aimed at improving data security within the City through additional user requirements and access limitations. The policy continues to adhere to the "Principle of Least Privilege" improvements which seek to limit all users to the lowest level

of access needed for the completion of duties. Outside of basic improvements to readability/accessibility the policy has also been updated to include a more comprehensive set of User Responsibilities and User limitations. These additions address best practices for City users aimed at establishing a high level of data security for the organization.

The renewal of this policy and redistribution to staff will also provide a refresher to employees on the responsibilities associated with the use of City owned data and information management systems. Department Heads will also have an opportunity to reevaluate employee access levels as it corresponds to their job specific duties.

#### **Administration of City Social Media Policy**

The City adopted ORD-181-19 on July 23, 2019, updating the revised Personnel Policy Manual including the most up to date version of the City's "Social Media Policy". The policy adopted under this revision applies to employees' use of social media websites for personal use and use of employees personal social media accounts. Recognizing that the City needed administrative policy covering our City managed social media postings, the Board of Commissioners included a request to establish a new social media policy for this purpose via Order ORD-119-19.

City staff have spent a considerable amount of time reviewing several options on how to best implement this Commission Priority. Due diligence was practiced through outreach to several professional associations, legal resources, municipal organizations, and the Kentucky Department of Library and Archives to formulate the attached policy. The policy created focused on three specific areas of guidance for staff: Expectations for staff administration of City social media, record retention requirements, and public comment information. All items were reviewed and commented on by the City Legal Department, representatives of the Kentucky League of Cities, and the Kentucky Department of Library and Archives.

The most sensitive attribute of the current policy is the decision to allow all comments, not regulated under the social media sites comment terms of use, to remain on the City's comment feed. Hate speech, offensive language, pornographic images, and several other offensive forms of expression are already prevented from being posted on the City's website under these preset filters, setup by the platform owners. The City currently does not add its own additional filters on its social media sites, and the decision to continue that approach was not made lightly.

Staff evaluated two alternatives to this approach, including the limitation of all comments and the management of comments under a City-identified set of restrictions. Limitation of all comments was deemed a non-starter due to the loss of information and community interaction that would occur if the social media site became a one-way outlet for City information. The use of a comment management approach would require several laborious requirements including the dedication of staff time to social media moderator roles, equal application of content moderation, a formal notification process to individuals who have their comments removed, an appeal process for individuals who have their comments removed, and a comment retention process for comments that are removed. Pursuing a moderated approach would absorb several hours of staff time from employees across all departments

daily and would put the City in a precarious position of justifying the equal application of criteria for the removal of all comments. City staff chose not pursue this approach due to a history of minimal social media comment issues, the difficulty in implementing this process, the legal liabilities that content moderating exposes the city to, and the tradeoff of current staff duties for new social media moderating responsibilities.

Recommendation

Staff recommend adoption of the attached order to update the City's Personnel Policy Manual as amended to include the "Identity and Data Access Policy" and an "Administration of City Social Media Policy".

*Bruce M. Applegate Jr.*  
Bruce M. Applegate Jr.  
Assistant City Manager

Attachments: Social Media Policy  
Identity and Data Access Policy  
Personnel Policy Manual – Amended  
Personnel Plan Amendment Order

**COMMISSIONERS' ORDER. \_\_\_\_\_**

AN ORDER AMENDING COMMISSIONERS' ORDER NO. ORD-181-19, THE PERSONNEL POLICY, AS AMENDED, TO INCORPORATE A POLICY GOVERNING THE ADMINISTRATION OF CITY SOCIAL MEDIA ACCOUNTS, AND A POLICY GOVERNING DATA SECURITY.

\* \* \* \*

WHEREAS, City Administration was instructed by the Board of Commissioners to establish a Data Security Policy and an Administration of City Social Media Policy (ORD-116-20); and

WHEREAS, Information Technology (IT) resources are provided to City of Covington employees for the purpose of conducting official city business, advancing and supporting the city's mission, and to assist in providing outstanding services to its citizens; and

WHEREAS, City employees, contractors, elected officials and designated users are obligated to use, conserve, and protect electronic information and information technology resources for the benefit of the public interest; and

WHEREAS, creation of a data security policy will define access control measures for Covington's information systems to protect the privacy, security, confidentiality, and integrity of the City of Covington's resources and data; and

WHEREAS, adoption of a policy governing administration of City Social Media will establish guidelines for the creation and use of social media sites on behalf of the City of Covington; and

WHEREAS, the consistent and professional use of City social media will aid in the dissemination of information to the public about the City's mission, policies, news, employees, meetings, activities, and events; and

WHEREAS, it is recommended that that Board of Commissioners review and adopt the attached Data Security Policy and an Administration of City Social Media Policy.

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 approves and adopts the Administration of City Social Media Policy.

Section 2

The Administration of Social Media Policy shall be applicable to all individuals engaged in the administration of official "City of Covington" social media sites.

Section 3

That the Board of Commissioners hereby approves and adopts the Data Security Policy.

Section 4

The Data Security Policy shall be applicable to all individuals including but not limited to City employees, contractors, elected officials and designated users, who utilize City of Covington controlled data management and information systems.

Section 5

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Passed: \_\_\_\_\_

## 7.6 Identity and Access Management Policy

Effective Date: October 27, 2020

Revision Date:

I. **Purpose:** The purpose of this policy is to define access control measures for Covington's information systems to protect the privacy, security, confidentiality, and integrity of the City of Covington's resources and data. Information Technology (IT) resources are provided to City of Covington employees for the purpose of conducting official city business, advancing and supporting the city's mission, and to assist in providing outstanding services to its citizens. City employees, contractors, elected officials and designated users are obligated to use, conserve, and protect electronic information and information technology resources for the benefit of the public interest.

### II. Definitions

ID is an identifier for a user or an account.

Access is defined as the ability to use, modify or manipulate an information resource or to gain entry to a physical area or location.

Elevated Privilege is defined as additional access outside a standard user id or account. This can include the ability to alter configurations or data in which an ID and/or account has access.

Multifactor Authentication is defined as the use of more than one method of authentication to verify the user's identity for a login and/or other transactions.

System ID - Accounts used by applications, systems or automated processes that are not used by individual users for access or direct login. Examples of these accounts would be Windows service accounts or accounts used by applications for back end data access.

### III. Applicability

This policy is to be adhered to by all staff, including employees, contractors, consultants, temporary staff, volunteers and other workers within the City of Covington. This policy applies to all resources and information technology equipment owned or leased by the City of Covington, regardless of the time of day, location, or method of access.

### IV. Responsibility for Compliance

Each department is responsible for ensuring that staff under its authority are aware of the provisions of this policy. Compliance is required, and irresponsible or inappropriate use of e-mail, applications, or other resources may result in disciplinary action up to and including termination. To demonstrate awareness and knowledge of this policy, signed acknowledgment forms are required upon employee day one training.

### V. Policy

To protect the privacy, security, confidentiality, and integrity of the City of Covington's information systems, all access to IT resources and data must be commensurate with the user's job responsibilities. All users will have their privileges limited to the minimum set of rights

- **Meet Password Length Requirements.**
  - Standard User- eight (8) or more characters
  - Elevated Privilege- twelve (12) or more characters
  - System ID- sixteen (16) or more characters
- Be comprised of a combination of uppercase characters, lowercase characters, and numbers (as allowed by the system).
- Be unique from previous 24 passwords used by the user.
- Be changed at least every 60 days for all elevated privileged access accounts and 90 days for all non-privileged access accounts.

**Passwords must not be:**

- Vendor default passwords (default passwords must be changed immediately upon first use).
- The same as the User name.
- Hard coded within application code, batch jobs, processes, or similar system code.
- Stored without encryption.
- Visible on a screen, hardcopy, or any other output device.

**Password and ID Lockout:** Where supported, user accounts will be locked after three (3) invalid login attempts and must remain locked for 30 minutes or until the authorized user makes a request to reset the password by contacting the IT Department at (859)-292-2165 or the local system administrator. All elevated privileged accounts **must be** unlocked by an administrator and not through any automated means.

**IX. User Responsibilities:** All users granted access to the City's IT resources are responsible for adhering to the constraints and requirements of this policy, and following procedures stated.

- Read, acknowledge, and sign on the city's acceptable use policy statement before using the resources.
- Use access to E-Mail, file systems, applications, and other resources, in a responsible and informed manner.
- Staff shall be aware that their conduct or information they publish could reflect on the reputation of the city.
- City employees should limit the use E-mail to transmit sensitive or confidential information (Personal Identifiable Information).
- Users shall be responsible for exercising good judgment regarding the reasonableness of personal use. The use of City equipment or software for private or personal financial gain is prohibited.
- Users shall bear responsibility to safeguard portable computing devices assigned by the City in association with his or her job duties according to the City's electronic hardware device policy.

**X. Unacceptable Access & Use of resources:** Designated users who have been granted permission from day one, are prohibited from using the City's IT information technology resources in any manner identified in this section:

### **Identity and Access Management Acknowledgement**

**I have read the Identity and Access Management policy, including all attachments, and understand its provisions. I understand that access to the City's computer systems and IT resources, in any capacity, are a privilege and not a right. I am aware that all electronic communication, specifically City email correspondence, is stored in accordance with Kentucky's State Archives and Records Act, KRS 171.410 – 171.740, and may be subject to review under the Kentucky Open Records Act, KRS 61.870 – 61.884.**

**I accept responsibility for the appropriate use and access of City computer resources, which include all computer systems, files, networks, Internet and intranet web site or other data processing resources owned by the City, as well as remote computers, or computer systems when used to access the City computer resources, as outlined in this policy.**

**I understand that use of the City's IT resources in violation of the Identity and Access Management policy may result in employee discipline as already established within the City of Covington's Personnel policy, up to and including restitution, termination, and/or the cancellation or restriction of user privileges.**

**I agree to report any use or access which is in violation of the Identity and Access Management to the Policy Administrator or appropriate employee supervisor.**

Please Print Name: \_\_\_\_\_

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

## **7.5 Administration of City Social Media Policy**

Effective Date: October 27, 2020

Revision Date:

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- Introduction
- Purpose
- Definitions
- Goals and philosophies
- Origination
- Access
- Content
- Public Interaction
- Public comments
- Boards and Commissions
- Retention
- Violations
- Modifications

### **Introduction**

It's a digital world. For a number of reasons (the shrinking influence of traditional media, the widespread availability of personal computers and electronic devices, the changing nature of how the public favors accessing information), it behooves local governments like the City of Covington to use digital platforms – including social media sites – to communicate directly with their residents.

### **Purpose**

This policy establishes guidelines for the creation and use of social media sites on behalf of the City of Covington, aka "City," and this policy and these guidelines apply to all employees of the City and members of City-created boards and commissions.

Departments within the City of Covington may also adopt more focused social networking policies and standards applicable to members of that department, as long as those policies meet the minimum requirements set forth in this policy.

All proposed department-specific policies shall be submitted to the City Manager or their designee, and the Legal Department for review and approval prior to implementation.

### **Definitions**

**Administrator.** City employee who is trained and authorized to post content to official City social media accounts.

**Content.** The text, images, video, and links that are shared on a social media platform.

**City Post.** City-generated content that is published, or City-related content that is shared, by the Communications Specialist or an Administrator to an official City social media account.

**Official City Social Media Accounts.** Any of a portfolio of social media accounts that are established by the City in accordance with this policy and are managed by City staff as authorized channels through which the City communicates with the public.

**Communications Office.** City employee(s) responsible for all external communications from the City to the media and the public, including the management of social media. This office is part of the City Manager's Office.

**Communications Manager.** A City staff member who is designated as the primary point of contact providing information to the media and the public, as well as managing the City's social media sites.

**Social Media.** Web-based communication tools that enable people to interact with each other by both sharing and consuming information. Examples include Facebook, Twitter, Instagram, YouTube, or LinkedIn.

**User Post.** Content that is published by an external user to an official City social media account.

### **Goals and Philosophies**

City social media sites are designed to:

- Disseminate information to the public about the City's mission, policies, news, employees, meetings, activities, and events.
- Build rapport with citizens through user posts.
- Strengthen ties with partner agencies, organizations and associations.
- Increase the pride and engagement of City employees in the City's mission.
- Market the City.

### **Origination**

All City employees must have the permission of their Department Head and the City Manager or his/her designee to set up a social media site on behalf of the City.

All City-created social media sites must be readily identified as an official site of the City through the use of the "City of Covington" name, seal or logo of the appropriate department or agency.

City-created sites shall link back to the City's official website for forms, documents, online services, and other information.

All departments are responsible for the provision of an annually updated list identifying social media pages administered by the department, to the City Manager or their designee.

### **Access**

The City should know both who is posting on its behalf and how to access those accounts. The names of employees with administrative access to City-created social media sites (and the level of their access, i.e. "publish," "comment," "edit") shall be kept on record with the City Manager or designee.

The City Manager and/or designee shall either be provided log-in information to each City social media account, or, if that's not possible (such as with Facebook), shall be named as an administrator to the page.

City sites should be monitored by the City Manager or her/his designee to ensure adherence to this policy.

Any employee authorized to write, publish, or edit items on any City site shall review, be familiar with, and comply with this policy. They shall be provided a copy of this policy and are required to acknowledge their understanding and acceptance by signing and dating the statement of receipt understanding and acknowledgement at the end of this policy. The signed copy shall be returned to the City Manager's Office or another department if so designated by the City Manager.

### **Content**

Employees should be deliberate and strategic in what they post on behalf of the City. If they're unsure about the appropriateness or legality of content, or if they in any way have second thoughts, they should seek guidance from the Communications Manager.

At all times employees should remember that there is no privacy on the Internet, that material has an almost infinite shelf life, and that they cannot control which members of the public see it and their reaction to it. They should also remember that content posted on social media on behalf of the City is a public record and subject to Commonwealth of Kentucky Open Record laws.

#### **User Post Content on City sites shall:**

- Adhere to terms of service of any social media platform.
- Be accurate and include correct grammar and spelling.
- Be professional in tone and presentation.
- Strive to be respectful and not alienate members of the public.
- Strive to include only those external links that are safe, workable, and reputable.

#### **User Post Content Restrictions shall not:**

- Contain language that is profane, indecent or obscene, and shall avoid sexual innuendo or sexual harassment.
- Include threats, personal attacks, or defamatory statements.
- Include fraudulent, deceptive, or misleading information.
- Promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, sexual orientation, gender identity, national origin, physical or mental disability, economic status, or status with regard to public assistance.
- Violate laws governing copyright, fair use, intellectual property, and privacy. (If these laws are unclear, employees should consult the Office of the City Solicitor.)
- Promote partisan political messages designed to favor one party or candidate.
- Contain confidential or proprietary information, or information related to City-involved litigation.
- Put the City in bad light.

Administrators of City social media sites should strive to keep those accounts up to date. An effective social media site requires regular updates and fresh, engaging content. Social Media accounts that are not updated with a City post for a period of six (6) months will be deleted from use, after a final archiving of material.

Administrators of social media sites tied to a City department or agency (i.e. not the primary City of Covington site) should strive to avoid being the first to release "news" generated by the City without discussion with and permission of the Communications Manager. (This does not apply to

social media sites administered by the Covington Police and Fire Departments, in so far they are publicizing emergency incidents to which they respond, or to the Parks & Recreation Division, when it is talking about events hosted by that division.) When in doubt, simply have a conversation with the Communications Manager.

When posting about City news, events and activities, content creators should also strive to link to an official City of Covington news release, rather than to an external publication or media outlet, when the issue is sensitive or controversial and subject to misinterpretation.

### **Public Interaction**

Social media sites shall not to be used by City staff for debate, spirited discussion, arguing, or defenses of City policies and decisions. One way to think of the City's social media is to consider it more of a newspaper/newsletter than a barbershop forum or debate event.

However, if a member of the public has a clearly defined request for information regarding the posted subject matter, administrators should take an opportunity to respond, if time allows. Note that because no City staff are tasked solely with social media monitoring, the capacity of staff to respond in a timely fashion to any/all requests is limited.

### **Public Comments**

Comments posted on City-created social media sites by members of the general public are the opinion of the commenter or poster only. Publication of the comment does not imply endorsement or agreement by the City or its employees.

City administrators will not delete or hide any comments posted to the City's social media sites. The public are still responsible for following the requirements established for comments by the social media site being used, and the City is not responsible for any removal of comments by the site provider.

### **Boards and Commissions**

Members of the Covington Board of Commissioners and/or other City-created boards may choose to post and/or comment on various social media sites using their private, individual accounts, whether as an individual or a public figure. In these instances, it is recommended that the content and tone of online comments and information should model the same decorum displayed during City, Commission, Board, and community meetings.

### **Retention**

City social media accounts are subject to the Kentucky Open Records Act. Any content maintained on the City's sites that is related to City business may be considered a public record subject to public disclosure. The City will take appropriate steps to respond to obligations put forth by Open Records requests in compliance with current City procedures.

The City's site administrators shall be responsible for the generation of quarterly record retention logs of the social media account they are responsible for and shall submit those logs to the Communication Manager.

The Communication manager shall be responsible for review of the material and transmittal to the City Clerk for long-term retention.

**Violations**

Violations of this policy by an employee of the City of Covington subjects that employee to repercussions that could include but is not limited to removal of social media posts and/or accounts, revocation of administrative access, and broader corrective and/or disciplinary action.

**Modifications**

The City reserves the right to modify or expand all or part of this policy at any time.

**DISCLAIMER**

**These policies provide general information about many of the City of Covington's policies, procedures, and benefits pertaining to employees. It is not a contract of employment or a legal document. It does not create any contractual or other legal rights.**

**Only the Board of Commissioners has the authority to enter into an employment contract or make any promises about any employment benefit. No other manager, supervisor, team leader, or representative of the City of Covington may make any contract, promise, or commitment contrary to the guidelines outlined in this manual.**

**The City of Covington reserves the right to change *or delete* the policies contained in the Personnel Policy Manual ("Manual") at its discretion, and to interpret and apply the policies as it deems appropriate.**

**This Manual is not intended to and does not provide an exhaustive listing of every policy and procedure affecting employees. This Manual supersedes and replaces all previous similar manuals and policies. Any policies that were in previously adopted editions of any manual but are not in the current Manual are repealed and superseded.**

**A copy of the current adopted Manual shall be maintained on the City's internal drives, payroll/HR system, and in the Human Resources Department where it can be viewed and/or printed by employees at any time. The Human Resources Department will endeavor to inform employees about substantial changes.**

**These policies are intended to serve as a quick reference to any applicable federal, local, and state laws and regulations (the "Laws") that govern the subject matters discussed herein. These policies do not add rights to, modify, or supersede the standards provided in any applicable Laws. If a conflict with the policies herein exists with the Laws, the Laws shall control. However, where a federal or state law or regulation explicitly allows the City to make an election, the City's election herein shall be effective. (Example: Law permits employer to select calendar year versus rolling calendar year, selection of calendar year by City will govern.)**

# **CITY OF COVINGTON**

## **Personnel Policy Manual**

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If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.

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**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

## ***City of Covington***

### **Personnel Policy Manual**

#### **1.1 EMPLOYMENT**

Effective Date:

Revision Date:

#### **Welcome to Covington!**

We hope that you will be proud to be a member of our team, helping to make the City successful.

This Manual describes our policies. The Manual outlines many of the programs and benefits available to eligible employees.

The Manual will answer questions you may have about your employment at the City. We suggest that you become familiar with the Manual as soon as possible.

We hope that your experience here will be challenging, enjoyable, and rewarding.

#### **1.2 Introductory Statement**

Effective Date:

Revision Date:

This Manual will give you important information about working at the City. The policies contained in the Manual explain many of the benefits of working here. The policies also explain what we expect of you and how these policies affect your work here at the City.

However, these policies cannot cover every situation or answer every question about policies and benefits. Sometimes we may need to add new policies, change policies, or cancel policies.

If we make changes to the policies, we will tell you about the changes.

If any conflict exists between any of the City policies and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement shall control.

#### **1.3 Customer Relations**

Effective Date:

Revision Date:

Our citizens and visitors are very important to us. Every employee represents the City to our citizens, visitors, and the public, are "customers" of the City. Our customers judge all of us by how we treat them. One of the highest priorities at the City is to help anyone who

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

## ***City of Covington***

### **Personnel Policy Manual**

is seeking information in person or by phone. Nothing is more important than being courteous, friendly, prompt, and helpful to customers. Below is a list of suggestions for how to successfully interact with our customers:

- Smile when greeting a customer in person and on the phone (yes people can tell if you are smiling over the phone).
- Be pro-active and ask how you may be of service
- Value the customer's complaint – As much as we dislike it, it provides an opportunity to improve
- Listen and Acknowledge, apologizing for their distress is easy and it shows you are listening.
- The correct answer is never "I don't know" unless you add to it "but I can find out for you".
- **ALL** customers deserve attention regardless of their age, race, gender, gender identity, speech or appearance.

If a customer wants to make a specific comment or a complaint, you should direct the person to your supervisor or if it is another department, direct them to that department or take their information and let them know where you will transfer the information and provide contact information. If you are unsure how to handle a situation, check with your supervisor or human resources for guidance.

Your contact with the public, your telephone manners, and any communications you send to customers reflect not just on you but also on the professionalism of City. Good customer relations can build greater citizen loyalty.

#### **1.4 Nature of Employment**

Effective Date:

Revision Date:

You became an employee at the City voluntarily and your employment is at will unless otherwise covered by a collective bargaining agreement or another applicable provision of law. "At will" means that you may terminate your employment at any time, with or without cause. Likewise, "at will" means that the City may terminate your employment at will at any time, with or without cause, as long as it does not violate state, local and/or federal state laws, or an applicable collective bargaining agreement.

These personnel policies are not a contract, express or implied, nor do they guarantee employment for any specific length of time or benefits. Although we hope our employment relationship will be long term, either the City or you can end the relationship at any time to the extent allowed by law.

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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These policies supersede and replace all previous policies and procedures including but not limited to, all memoranda or written policies which may have been issued on the subjects covered by these policies, except for any applicable collective bargaining agreement(s).

Sometimes we may need to change, add, or cancel policies or benefits. We want you to know that this could happen and that the City has the right to make changes. The only exception is that we will not change our employment-at-will policy. The only official changes to these policies are changes that are authorized by the City Commission.

### **1.5 Equal Opportunity Employment**

Effective Date:

Revision Date:

To give equal employment and advancement opportunities to all people, we make employment decisions at the City based on each person's performance, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status, veteran status, place of birth, or any other characteristic protected by federal, state, or local law. This applies to all City employees.

In City buildings where there is a single use restroom, that restroom will be designated as gender neutral.

The City will make reasonable accommodations for qualified individuals with known disabilities, unless making the reasonable accommodation would result in an undue hardship to the City. Requests for reasonable accommodation should be made to Human Resources.

Our Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Human Resources Director. You will not be punished for asking questions about this. Also, an employee who violates this policy, the employee will be subject to disciplinary action, up to and including termination of employment.

### **1.6 Prohibited Discrimination, Harassment, and Retaliation**

Effective Date:

Revision Date:

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. The City has zero tolerance for derogatory or negative actions, words, jokes, or comments based on a person's disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status, veteran status, place of birth, or any other characteristic protected by federal, state, or local law. This applies to all City employees, including elected officials.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual;
- Suggestive or obscene letters, notes, or invitations; or
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors constitute sexual harassment. Other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Discrimination and harassment on the basis of any other protected characteristic referenced above is also strictly prohibited. Under this policy, harassment is derogatory, negative, or offensive verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status, veteran status, place of birth, or any other characteristic protected by federal, state, or local law.

## ***City of Covington***

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If you experience or witness discrimination, sexual harassment, or any other harassment prohibited by this policy, report it immediately to your supervisor. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you should immediately contact the Human Resources Department or any other member of management. There will not be punishment or reprisal if you report discrimination or harassment prohibited by this policy. Just as with discrimination and harassment, if you experience or witness retaliation in violation of this policy, you should report it to management or Human Resources.

The City will promptly and appropriately investigate all allegations of discrimination, harassment, and retaliation prohibited by this policy. To the extent possible, your confidentiality and the confidentiality of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible discrimination, harassment, or retaliation prohibited by this policy must immediately advise the Human Resources Department or another member of management so it can be investigated in a timely manner. Any employee who engages in discrimination, harassment, or retaliation prohibited by this policy will be subject to disciplinary action, up to and including termination of employment.

#### **1.7 Reporting Discrimination, Harassment, or Retaliation**

Effective Date:

Revision Date:

The City of Covington encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position, including whether the offender is elected or not. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their department head, Human Resources staff, and City Manager, Assistant City Manager or any member of the management team.

In addition, the City encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcomed and request that it be discontinued. Often this action alone will resolve the problem. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately depending on the circumstances. Corrective action may include training, reassignment, suspension, warning, reprimand, termination, or other appropriate measures based on the circumstances.

#### **1.8 Disability Accommodation**

Effective Date:

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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The City of Covington is committed to complying fully with the American with Disabilities Act (ADA) in ensuring that equal opportunity in employment for qualified persons with disabilities. We conduct all our employment practices and activities on a non-discriminatory basis.

Our hiring procedures have been reviewed and when asked, we will make job applications in alternative, accessible formats. We will also give assistance in completing the application. We only make pre-employment inquiries regarding an applicant's ability to perform the duties of the job.

We require post-offer medical examination only for jobs that have bona-fide job related physical requirements. An examination will be given to any person who enters the job but only after the person has been given a conditional job offer. We keep medical records separate from other personnel files and these files are confidential.

Reasonable accommodation may be available to an employee with a disability when the disability affects the performance of the job functions.

The City will follow any state, federal or local law that gives more protection to a person with a disability than the ADA gives.

#### **1.9 Kentucky Pregnant Workers' Act**

Effective Date:

Revision Date:

In addition to the rights under FMLA, pregnant workers who are medically required to have temporary accommodations due their pregnancy will be given "reasonable accommodations" to remain at work.

- Under the Act, the definition of "reasonable accommodations" includes:
- More frequent or longer breaks.
- Time off to recover from childbirth.
- Acquisition or modification of equipment.
- Appropriate seating.
- Temporary transfer to a less strenuous or less hazardous position.
- Job restructuring.
- Light duty.
- Modified work schedule.
- Private space that is not a bathroom for expressing breast milk.

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### **1.10 Hiring of Relatives or Individuals in Dating Relationships**

Effective Date:

Revision Date:

When relatives or persons involved in a dating relationship work in the same area of an organization, it may cause problems at work. In addition to claims of favoritism and morale issues, personal conflicts from outside can sometimes carry over to work.

For this policy, we define a relative as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative. We define a dating relationship as a relationship that might reasonably be expected to lead to a consensual "romantic" or sexual relationship. This policy applies to all employees regardless of their gender or sexual orientation.

Our policy is that an employee may not directly work for a relative or supervise a relative. We also do not allow a person in a dating relationship to work for the other person in that relationship or to supervise the other person.

There may also be situations when there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct reporting relationship or authority involved. In that case, we may separate the employees by reassignment or termination of employment. If you are in a close personal relationship with another employee, we ask that you avoid displays of affection or excessive personal conversation at work.

Any exceptions to this policy must be approved by the City Manager.

### **1.11 Employee Medical Examinations**

Effective Date:

Revision Date:

Some City positions that require physical activity or that are safety sensitive require a medical examination. The exam is to help make sure you can perform your duties with or without accommodation.

After we make a job offer if you are placed in one of these types of positions, we will select the health professional and pay for the examination. The job offer and start date or continued employment, if the applicant has already started, will depend on whether the applicant satisfactorily completes the exam.

Sometimes we may require current employees to take medical examinations to make sure they are fit for work after a medical absence or required by certain license holders for

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example. If we ask you to take an exam, we will schedule it for a reasonable time and frequency and we will pay for it.

We keep all medical information separate from your other personnel information to protect your privacy. In accordance with relevant law, only people who have a legitimate business need to know may see medical information. Please refer to the City's HIPAA policy that was included in your medical benefits information. If you need another copy, please contact the Human Resources Department.

#### **1.12 Job Postings**

Effective Date:

Revision Date:

The City's job posting program gives you the opportunity to show your interest in open jobs and to advance within the City according to your skills and experience. In general, we post all seasonal, part-time, and full-time job openings.

Job openings that are posted internally via email to all departments should be posted by the departments in common employee areas, and on the City's website. They will normally remain open for a minimum of 14 days, although the City reserves the right to post using other methods and for other lengths of time.

Each job posting notice will include the dates of the posting period, job title, department, salary or salary range, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, you must have performed competently for at least 90 calendar days in your current position. You are not eligible to apply for a posted job if you have a written warning on file within the last two (2) years, or are on probation or suspension. You may only apply for posted jobs for which you possess the required skills, competencies, and qualifications.

To apply for an open position, submit an application or a resume through the website or otherwise provide it to Human Resources. List your job-related skills and accomplishments on the application or resume. Also tell how your education and your work experience at the City or a previous employer qualifies you for the position.

We encourage you to talk with your supervisor about your career plans.

After you apply for a job, your supervisor may be contacted for information about your performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a possible transfer may also be discussed.

Job posting is a way to inform you of open jobs. It is also a way for the hiring manager to find out about qualified and interested applicants within the City. In addition to internal

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postings, the City may use other recruiting sources to fill open jobs, including with external candidates.

#### **1.13 Business Ethics**

Effective Date:

Revision Date:

The City has a comprehensive Code of Ethics which that covers in more detail the items listed in this handbook (1.13, 1.14, 1.15 and 1.16) and other areas that are not addressed in this handbook. The Code of Ethics applies to elected officials and employees of the City of Covington and is codified in the City Code of Ordinances.

We expect City employees to be ethical in their conduct. It affects our reputation and success. The City requires employees to carefully follow all laws and regulations, and have the highest standards of conduct and personal integrity.

Our continued success depends on our citizens' trust. Employees owe a duty to the City, our citizens and vendors to act in ways that will earn the continued trust and confidence of the public.

As an organization, the City will comply with all applicable laws and regulations. We expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and refrain from engaging in any conduct that is illegal, dishonest, or unethical.

If you use good judgment and follow high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your supervisor or Human Resources staff.

It is the responsibility of every City employee to comply with our policy of business ethics and conduct. Employees who ignore or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including possible termination of employment.

The City requires reporting by its employees of improper governmental action taken by City officers or employees and to protect City employees who have reported improper governmental actions in accordance with the City's policies and procedures.

#### **1.14 Political Activities**

Effective Date:

Revision Date:

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City employees may participate in political or partisan activities of their choosing on their own time, provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions.

City employees may not campaign on City time, in a City uniform, or while representing the City in any way. Employees may not use or allow others to use City facilities, equipment or funds for political activities.

Employees shall not solicit on City time for a contribution or support for a political cause.

Except as noted in the policy, City employees are otherwise free and encouraged to fully exercise their constitutional First Amendment rights. This policy is not intended to prohibit an employee from engaging in speech as a citizen on a matter of public concern, or to otherwise conflict with the First Amendment rights of employees.

Employees should be aware of the additional and/or more specific ethical requirements related to political activities contained in the City's

#### **1.15 Gifts**

Effective Date:

Revision Date:

No employee of the City shall directly or indirectly ask for any gift, or accept a gift that is valued more than \$150.00 in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, that could be seen as an attempt to influence an employee in the performance of his or her public duties or was intended as a reward for any City or Official action. Any gift that is given to an employee must be shared with the department and/or all City staff. This would include items such as fruit baskets, cookies, candies, etc. Check with your supervisor and the City's Code of Ethics regarding items that are not included in the policy and for more information about the receipt of gifts

#### **1.16 Outside Employment**

Effective Date:

Revision Date:

You may hold an outside job as long as you can satisfactorily perform your City job and the job does not create a conflict of interest or interfere with the City's scheduling demands.

In order to remain employed at the City, we may ask you to terminate an outside job if we determine that it is impacting your performance or your ability to meet the City's requirements, which may change over time.

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In accordance with the City's Code of Ethics, employees wishing to take off-duty employment shall have the written approval of the City's Human Resources Department. In addition, employees or officers holding management level positions shall notify the City Manager and obtain his or her written approval prior to creating, contracting with, or being employed by any agency or business firm other than the City.

### **1.17 Use of City Property, Equipment, and Personnel for Outside Employment**

Effective Date:

Revision Date

When City materials, equipment and resources are put to personal use, they must be replaced sooner, which causes a drain on City funds. City employees who use copy machines, telephones, computers, emails, bandwidth and other City resources deprive the public of the use for which such resources were intended. A conscientious City employee will carefully use City materials and equipment purchased with public funds and take care to avoid the personal use of City resources.

## **EMPLOYMENT STATUS AND RECORDS**

### **2.1 Employment Classifications**

Effective Date:

Revision Date:

It is important that you understand the definitions of the employment classifications at the City and know your classification. The reason is because your employment classification helps determine your employment status and what benefits you are eligible for. If you have questions or are not sure what your employment classification is, see your supervisor or Human Resources.

These employment classifications do not guarantee employment with the City for any specific period of time. You became an employee at City voluntarily and your employment is at will. "At will" means that you may terminate your employment at any time, with or without cause. Likewise, "at will" means that City may terminate your employment at any time, with or without cause, as long as we do not violate federal, state, or local laws or a Collective Bargaining Agreement.

Depending on your job, you are either NONEXEMPT or EXEMPT from federal and state overtime wage and hour laws. If you are a NONEXEMPT employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an EXEMPT employee, you are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification by the Human Resources Department.

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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In addition to being a Nonexempt or Exempt employee, you also belong to one of the following employment categories:

You are a **REGULAR FULL-TIME** employee if you are not assigned to a temporary, part-time, or seasonal status AND you are regularly scheduled to work a full-time schedule of a minimum 37.5 hours per week or more. In most cases, regular full-time employees are eligible for all City benefit programs, subject to the terms, conditions, and limitations of each benefit program.

You may work subject to the terms of a collective bargaining agreement if, for example, your position is covered by the FOP, AFSCME or IAFF.

You are a **CONTINUAL PART-TIME** employee if you are not in a temporary, seasonal, intern/student and/or Part-time as defined in the category below AND you are regularly scheduled to work less than 37.5 hours per week on an on-going basis. Part-time employees receive all legally mandated benefits, such as social security and workers' compensation insurance. Part-time employees are eligible for Paid Time off (PTO) and Holidays at a pro-rated rate. See Vacation, Sick Leave, and Holidays for accrual. Continual Part-time employees are not eligible for any other City benefit programs unless required by Federal, State, or Local law. Continual Part-Time employees may not work more than 1200 hours per year.

You are a **TEMPORARY, SEASONAL, INTERN/STUDENT** employee if you were hired as an interim replacement, or to temporarily increase our workforce, or to help finish a specific project. Employees are in the temporary/seasonal category for a limited time. Even if you work at the City longer than the original time period that we agreed to when you were first hired, you will stay a temporary employee until you are officially notified in writing that you have been assigned to a different category.

Temporary/seasonal employees receive all legally mandated benefits, such as social security and workers' compensation insurance. Temporary employees are not eligible for other City benefit programs unless required by Federal, State, or Local law. This category of employees must not exceed of 1200 work hours per year.

## **2.2 Probationary Period**

Effective Date

Revised Date

All new full-time employees and promotions, and transfers shall be for a probationary period of 12 months. The purpose of this period is to evaluate the employee's progress in terms of work performance, attendance, conduct, cooperation, and similar traits. This will also provide a period of training, close supervision, and counseling by the supervisor to help the employee succeed.

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Progress reports with the assistance of the Human Resources Director, the immediate supervisor will evaluate and discuss performance on a regular basis with the employee and complete a formal performance review at least once during the probationary period. Regular discussions can help to establish both a good relationship and good communication. It will also let the employee know that his or her day-to-day performance is being reviewed, and provide an opportunity to improve in the areas needed. At the end of the probationary period, performance ratings will be considered in determining whether or not the employee is to be retained.

### **2.3 Employment Reference Checks**

**Effective Date:**

**Revision Date:**

To ensure that individuals who join the City are qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all full-time candidates. The City will also perform a criminal and driving record (if essential to the job) screen.

The Human Resources Department will respond to all reference check inquiries from other employers. Response to such inquiries will typically confirm dates of employment, wage rate, and position held unless more information is required under the law. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### **2.4 Access to Personnel Files**

**Effective Date:**

**Revision Date:**

The City keeps personnel files on all employees. The personnel files include employment-related records.

Personnel files are the property of the City. Because personnel files may contain confidential information, the only City staff who are authorized to view personnel files are people with a legitimate business reason. However, certain items in personnel files may be subject to disclosure under the Kentucky Open Records Act.

If you wish to review your own file, contact the Human Resources Department. You will need to give advance notice if you wish to see your file. You may review your file only when a representative of the City is also present.

### **2.5 Personnel Data Changes**

**Effective Date:**

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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It is important that the City have certain personal information about you in our records. You need to tell us as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information. We also need to have information about who to contact in case of an emergency. To change your personal information or if you have questions about what information is required, contact the Human Resources Department.

### **2.6 Performance Evaluations**

Effective Date:

Revision Date:

We encourage you and your supervisor to discuss job performance and goals on an informal basis. In addition, you and your supervisor will have formal performance evaluations to discuss your work and goals, to identify and correct areas that require improvement, and to encourage and recognize your strengths and accomplishments. Performance evaluations are usually done every 12 months.

### **2.7 Salary Administration**

Effective Date:

Revision Date:

We have a Classification and Compensation system at the City. The Classification and Compensation system helps us have consistent pay practices, comply with federal and state laws, support our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market.

We are committed to paying equitable wages that are based on the requirements and responsibilities of each job.

Compensation for each job is based on several factors. The factors include the essential duties and responsibilities of the job, and salary survey data (how other employers pay their employees). We periodically review our Classification and Compensation system and change it as necessary.

If you have questions about your wages or this policy, please contact your supervisor or the Human Resources Department.

## **EMPLOYEE BENEFIT PROGRAMS**

### **3.1 Employee Benefits**

Effective Date:

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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The City gives eligible employees many benefits. Some benefits are required by law and cover all employees. The legally required benefits include Federal, State and Local taxes, Social Security, workers' compensation, Kentucky Retirement, and unemployment insurance.

There are several factors that decide if you are eligible for a benefit. One important factor is your employment classification. See your Human Resources to find out which benefit programs you are eligible for. Sometimes a policy will tell you that there is more information in another place such as the plan or a summary plan document. To the extent that there is a difference between this handbook and a plan or a summary plan document, the plan or summary plan document controls.

The following benefit programs are available to eligible employees:

- Auto Mileage
- Bereavement Leave
- Deferred Compensation Plan
- Dental Insurance
- Drug or Alcohol Rehabilitation Program
- Educational Financial Assistance
- Employee Assistance Program
- Health Insurance
- Jury Duty Leave
- Voting Leave
- Life Insurance
- Longevity
- Professional Association Membership Dues (where applicable and related to an employee's job)
- Parking
- Pension - Kentucky Retirement Systems
- Pharmacy
- Sick Leave Benefits
- Supplemental Life Insurance
- Vacation Benefits
- Vision Care Insurance

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- Wellness Program

You may have to pay part or all of the cost for some benefits.

### **3.2 Vacation Benefits**

Effective Date:

Revision Date:

The City offers vacation time off with pay to eligible employees. Employees in the following employment classifications are eligible for paid vacation time:

- \* Regular full-time employees
- \* Continual part-time employees

The amount of paid vacation time you receive each year depends on how long you have been working.

For the calendar year you are hired as a full time employee (year 0), your hire date determines the amount of vacation you will receive that year.

Previous employment with the City in any other classification other than Full-Time will not be credited to your years of service. Previous Full-Time City employment will be credited if your separation is (1) one year or less.

This is the schedule for accruing vacation:

#### **REGULAR FULL-TIME EMPLOYEES:**

Employees earn vacation in accordance with the following:

- Year 0 (calendar year hired) - up to 10 days based on the month hired
- Year 1 (calendar year after year hired) 10 days
- Year 2-4 10 days
- Years 5- 9 15 days
- Years 10-19 20 days
- Year 20+ 25 days

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You will be given vacation time for the calendar year you are hired (year 0) based on the month of hire. If you are hired in:

- January, February, or March, you will receive 10 days of vacation for that calendar year
- April, May or June, you will receive 7 days of vacation for that calendar year
- July, August or September, you will receive 6 vacation days for that calendar year
- October, November or December you will receive 3 vacation days for that calendar year.

### Example:

Your Hire Date is July 1, 2019	Eligible # of vacation days
Hire Year (Year 0)	6 vacation days
Year 2020-2024	10 vacation days
Years 2025-2030	15 vacation days
You will receive the full amount of the vacation every January after your anniversary year until the next milestone anniversary.	

We encourage all employees to take their vacation time. This provides an opportunity to re-charge and helps to prevent “burn-out”. However, we realize that there may be times due to projects and staffing levels you may not be able to take all of your vacation during the calendar year. We will allow employees to roll-over up to 5 vacation days into the next calendar year. This carry-over vacation time must be taken during the first 6 month of the year, or it will be forfeited. Except for this specifically allotted carryover, all unused vacation time is forfeited at the end of the calendar year.

Any exceptions to this maximum carry over must be approved by your supervisor and City Manager.

If your employment terminates, you will be paid for any accrued unused vacation time that has been earned and not already forfeited through your last day of work.

Some exempt level personnel may have a different schedule than listed above which requires City Manager approval.

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#### ***CONTINUAL PART-TIME EMPLOYEES Paid Time-Off (PTO):***

This would include any employee working part-time on a regular schedule on an on-going annual basis with no break in continued employment.

After 1 year of eligible service based on the employee's anniversary date, the employee is entitled to the equivalent of one week's hours paid time off days (PTO) each year.

Example: an employee works 20 hours per week, the employee would receive 20 hours of PTO for the year.

After 5 years of eligible service based on the employee's anniversary date, the employee is entitled to the equivalent of two week's hours paid time off (PTO) each year.

Example: an employee works 15 hours per week, the employee would receive 30 hours of PTO for the year.

After 10 years of eligible service based on the employee's anniversary date, the employee is entitled to the equivalent of three week's hours paid time off days (PTO) each year.

Example: an employee works 22 hours per week, the employee would receive 66 hours of PTO for the year.

Eligible service is paid work hours and/or paid time off as a Continuous Part-Time Employee. Any unpaid time taken that lasts longer than 30 days will not be counted towards your employment for vacation purposes.

You can request to use PTO after it is earned.

You may not take less than one hour vacation at a time. To schedule your vacation time, you should first ask for advance approval from your supervisor. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements.

You will be paid for vacation time off at your base pay rate as of the time of the vacation.

Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

We encourage you to use your available paid vacation time for rest and relaxation. We will allow employees to roll-over up to 2 vacation days into the next calendar year. This carryover vacation time must be taken during the first 6 month of the year, or it will be forfeited. Except for this specifically allotted carryover, all unused vacation time is forfeited at the end of the calendar year.

If your employment terminates, you will be paid for any accrued unused vacation time that has been earned and not already forfeited after your initial period of employment through your last day of work.

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#### **3.3 Personal Days**

Full time employees may convert up to 3 sick days per year to Personal Days subject to years of service requirements listed below. Full-Time employees are not eligible to convert sick days to personal days during their first 1 year of service. Upon completion of 1 year of service the rate of conversion is as follows based on the number of completed years of service. Conversion of sick days cannot deplete your sick leave balance. Personal days cannot be rolled over as vacation.

1 to 5 completed years of service may convert 1 sick day per year

6-14 completed years of service may convert 2 sick days per year

15+ completed years of service may convert 3 sick days per year

#### **3.4 Holidays**

Effective Date:

Revision Date:

City gives time off to all employees on the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Good Friday/Spring Holiday (Friday before Easter) ½ Day
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

#### **Full-Time Employees**

If a recognized holiday falls on a Saturday or Sunday, the City will observe it on the Friday before the holiday or the Monday after the holiday. Each year's holidays will be on the City's Annual Calendar. If you are scheduled to work a holiday, you will be paid straight

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time up to 40 hours. You will be given another day which will be substituted in lieu of the holiday and must be scheduled with the approval of your supervisor.

If you are eligible for paid holidays and on the holiday you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off pay you would have received.

Eligible employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked that day.

### **Continual part-time employees**

Will receive pay for the following holidays after completing 1 year of eligible service on their anniversary date:

- Thanksgiving Day
- Christmas Day
- New Year's Day

### **3.5 Longevity Pay**

Effective Date:

Revision Date:

All non-union full-time employees are eligible to receive longevity compensation at a rate set annually in the budget process and budget adoption. The rate set is per month for every year of service up to a maximum of 25 years. Eligibility begins after completing 3 years of continuous service based on your anniversary date. Nothing herein shall be construed to grant, retroactive longevity benefits before the effective date of this policy.

### **3.6 Employee Suggestion Program**

Effective Date:

Revision Date:

This program is to reward City employees who provide suggestions that result in the improvement of City services and/or realization of financial savings. All regular employees are eligible to participate in the suggestion program. However, exempt employees are only eligible to submit suggestions that are outside the scope of their regularly assigned responsibilities.

A suggestion is an idea that will help the City solve a problem, reduce costs, improve operations or procedures, enhance customer service, eliminate waste or spoilage, or

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make the City a better or safer place to work. A suggestion should not just tell about the problem. A suggestion should also not be about co-workers or management. Instead, a suggestion should include ideas for how to solve or improve the situation.

Submissions should address the following criteria:

- Describes the problem;
- Is an original idea that comes from a City employee individually or employees jointly;
- Explains how to improve methods, equipment, procedures;
- Reduces time or cost of a work operation;
- Creates a safer work environment;
- Increases revenue;
- Improves relationships with or services for the citizens;
- Results of Suggestion;
- Presents an improvement in a City service or function;
- Explains how the change will be accomplished;
- Defines the benefits that will be realized by the City;
- How it will be measured - supportive data if available;
- Be practical, useful and constructive.

Eligibility is dependent on implementation and results verified as being a positive change for the City.

Suggestions that are not eligible:

1. Falls within the scope of duties of the employee suggesting the idea, and the employee has the authority to initiate or implement without other administrative approval.
2. A suggestion resulting from an assignment given to the employee by his or her supervisor.
3. A suggestion made by a contractor or sub-contractor or other third party.
4. A suggestion made by a member of the Board of Commissioners.
5. A suggestion that is routine maintenance, operation, and/or is one to follow manufacturer's recommendation.
6. The suggestion is already under consideration or has been considered in the past.
7. A suggestion that corrects behavior, a condition or error that is due to

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established policies or procedures not being followed.

#### **Approval process:**

The employee should submit his/her suggestion to the Administration Department. After it is reviewed, it will be forwarded to the Suggestion Committee. As soon as possible, the employee will be told if your suggestion was accepted or rejected.

A three-member panel of City employees appointed by the City Manager shall evaluate suggestions and make recommendations to the City Manager. A standard ratings criteria system will be created and used by the panel.

The City Manager shall review the panel's recommendation to determine if the suggestion has merit or not.

If the City Manager determines the idea has merit, then the City Manager shall approve the implementation.

The first suggestion received shall take precedence over any other similar suggestion that is received after the first suggestion.

The panel and/or the City Manager may request more information from the employee making the suggested change for reasons that include but are not limited to: financial restraints; availability of resources; or impracticality in implementation.

A suggestion shall be considered confidential to the extent allowed by law until final action is taken.

If a suggestion is used, the employee will receive special recognition and a cash award. Awards range from \$100.00 minimum to ten percent (10%) of the first year's documented savings or estimated savings up to \$2,500.00. A \$100.00 award may be given for ideas that have intangible savings.

### **3.7 Workers' Compensation Insurance**

Effective Date:

Revision Date:

Consistent with Kentucky law, the City provides a comprehensive workers' compensation insurance program to all employees who suffer injuries or illness as a result of their job.

It is very important that you tell your supervisor immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that your claim is reviewed and coverage is approved as quickly as possible if eligible. This also allows us to investigate the matter promptly.

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Workers' compensation covers only work-related injuries and illnesses. Neither the City nor its insurance carrier will pay workers' compensation benefits if you voluntarily participate in non-work related activities at work or in an off-duty recreational, social, or athletic activity that we might sponsor.

Employees may use any accrued sick and vacation leave to make up the difference between their salary and what is received from worker's compensation. The combination of payments from all sources must not exceed the weekly based salary of the employee. Worker's compensation absences will be applied to FMLA usage which will run concurrently.

The City prohibits retaliation against any employee because the employee exercised his/her right(s) to workers' compensation benefits. If you experience or witness retaliation prohibited by this policy, report it immediately to your supervisor. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you should immediately contact the Human Resources Department or any other member of management. There will not be punishment or reprisal if you report retaliation prohibited by this policy.

The City will promptly and appropriately investigate all allegations of workers' compensation retaliation. To the extent possible, your confidentiality and the confidentiality of any witnesses and the alleged wrongdoer will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of retaliation that violates this policy must promptly advise the Human Resources Department or another member of management so it can be investigated in a timely manner. Any employee who engages in retaliation prohibited by this policy will be subject to disciplinary action, up to and including termination of employment.

### **3.8 Educational Assistance**

Effective Date:

Revision Date:

Subject to an employee and the City agreeing in writing to the express terms of an agreement, the City offers an educational assistance program to encourage employees to maintain and improve their current position job-related skills through formal education. Only regular full-time employees are eligible to participate in this program.

Further, employees must first complete 365 calendar days of Full-Time employment to participate in educational assistance. When an employee starts getting educational assistance, the employee must continue to be an active employee and perform his/her job satisfactorily to stay in the program.

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Request for assistance must be made in advance so that it can be included in the departmental budgeting process. Requests that are not budgeted may not be approved.

The amount of assistance is based on the grade received per class. There is a maximum of (2) two classes per semester or quarter. Books, parking and other fees will not be considered eligible under the Educational Assistance program.

The amount of assistance is as follows:

- A = 100% of the per credit hour amount
- B = 75% of the per credit hour amount
- C or pass in a Pass/Fail course = 50% of the per credit hour amount
- Below a C or fail in a Pass/Fail course, no assistance will be given.

Reimbursement will be based on the current rates for general undergraduate and graduate programs at Northern Kentucky University. Programs that exceed the General Undergraduate and General Graduate program rates will only be reimbursed up to the current rate for the general programs. If your program rates exceed those of the general undergraduate and graduates you will be reimbursed using the published rates for general undergraduate and graduate rates.

The City Manager will make the final decision about whether a course or program is eligible for educational assistance and is related to your current job or a future one. If you have questions about educational assistance, contact the Human Resources Department for more information.

The City hopes that educational assistance will develop your skills but we do not promise or guarantee that more education will result in promotions, new job assignments, or pay increases.

Employees who receive educational assistance will have to reimburse the City for any reimbursements received within the 5 years preceding their termination from the City. Each year of the 5 year period will be prorated.

Example: You received \$100 reimbursements in 2016, 2017, & 2018 and you terminate in 2019. You would owe the City  $\$300/5 = \$60$  per year = \$120 (2 years of the 5 years remaining). If you left the City in 2021, you would owe \$0.

### **3.9 Health Insurance**

Effective Date: 2/27/2018

Revision Date:

The City offers medical and dental benefits to eligible employees and their dependents. These benefits are subject to and governed by the terms of specific plan documents. For

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information about these benefits or copies of the plans or summary plan description documents, please contact the Human Resources Department.

#### **3.10 Employee Assistance Program**

Effective Date:

Revision Date:

The Employee Assistance Program (EAP) can help you to solve personal problems that might be affecting your work life or personal life. Among other things, the EAP offers counseling services to you and anyone currently residing in your household to help deal with problems such as alcohol or drug abuse, marital or family tensions, financial or legal troubles, and stress. The EAP can generally help analyze the problem, give counseling and, if necessary, refer you to community or private services for long-term help.

The EAP is confidential and keeps all your information private. The EAP cannot release the information you give them unless you approve it in writing. If you talk with the EAP, it will not be recorded in your personnel file.

There is no charge for you to talk to an EAP counselor because City pays for the EAP. If the EAP counselor thinks that more counseling is needed, the counselor will tell you what other services are available and if the costs will be covered by our health plan. If you get counseling from providers outside the EAP, you will be responsible for paying for any costs that are not covered by health insurance.

We encourage you to talk with the EAP if you are having problems in your life. Call St. Elizabeth Healthcare at 859-301-2570 to confidentially schedule an appointment.

#### **3.11 Flexible Spending Account (FSA)**

Effective Date:

Revision Date:

The City provides a Flexible Spending Account (FSA) program to eligible employees who enroll in the program. We will take money from your pay before taxes are calculated. We put the money in your FSA. You can then use the money in your FSA to pay for health care expenses that are not paid by health insurance or dependent care expenses during the plan year. Because we take the FSA contributions from your pay before taxes, there is less tax taken out.

Eligibility for and rights under the FSA are governed by the FSA's plan documents. If you want a copy of the plan or summary plan description documents, please contact the Human Resources Department.

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#### **3.12 Life Insurance**

Effective Date:

Revision Date:

The City provides basic life insurance for the following eligible employees:

Department Directors - \$35,000.00

Sworn Fire and Police personnel - \$30,000.00

All other Full-Time employees and Elected Officials - \$25,000.

Eligible employees may also purchase additional supplemental life insurance for themselves and eligible dependents.

Eligibility and other details about our basic life insurance plan can be found in the summary plan description document(s). If you have questions about our life insurance plan, contact the Human Resources Department for more information.

#### **3.13 Benefits Continuation (COBRA)**

Effective Date:

Revision Date:

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan.

There are strict rules about when you can use COBRA. COBRA lets an eligible employee and dependents choose to continue their health insurance when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child stops being eligible for coverage under your health insurance.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at the City's group rates plus an administration fee, if applicable. When you become ineligible for our health insurance plan, we will give you a written notice describing your COBRA rights. Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

### **LEAVES OF ABSENCE**

#### **4.1 Family Medical Leave Act (FMLA)**

Effective Date:

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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Revision Date:

#### ***Basic Leave Entitlement***

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees during a 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or after placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

The FMLA benefit year will be based on a rolling calendar year. The 12 months begin with the date of your first FMLA leave. Subsequent FMLA leave will be based on FMLA leave taken during the last 12 months prior to the current request.

#### ***Military Family Leave Entitlements***

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary disability retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also include a veteran who was discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

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The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of a “serious health condition” applicable to FMLA leave to care for a covered family member.

#### ***Benefits and Protections***

During FMLA leave, the City will maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

#### ***Eligibility Requirements***

Employees are eligible if they have worked for the City for at least one year and for at least 1,250 hours over the previous 12 months which do not have to be consecutive during the 12 month period, and if at least 50 employees are employed by the employer within 75 miles of the employee’s worksite.

#### ***Definition of Serious Health Condition***

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### ***Use of Leave***

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. FMLA leave will run concurrently with Worker’s Compensation absences due to an on the job injury which prevents the employee returning to work or on an intermittent basis.

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#### ***Substitution of Paid Leave for Unpaid Leave***

The City requires the use of accrued paid leave, like vacation, paid sick leave, or other applicable leave benefits, while taking FMLA leave. Sick leave may be used when leave is for a covered family member's medical leave. All other non-medical FMLA leave will require the use of accrued vacation. In order to use paid leave for FMLA leave, employees must comply with the City's normal paid leave policies.

#### ***Employee Responsibilities***

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with City's normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### ***The City's Responsibilities***

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

Employees who are absent for illness three (3) consecutive days will automatically receive FMLA paperwork. If the City is aware that the employee has a qualifying event for FMLA leave paperwork will be sent automatically such as a work related injury. All Worker's Compensation absences will be applied to FMLA and run concurrently.

#### ***Unlawful Acts and Remedial Measures Available***

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;
- or

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- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

If you experience or witness retaliation because you exercised rights under this policy or the FMLA, report it immediately to your supervisor. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you should immediately contact the Human Resources Department or any other member of management. There will not be punishment or reprisal if you report retaliation prohibited by this policy or the FMLA.

The City will promptly and appropriately investigate all allegations of retaliation prohibited by this policy. To the extent possible, your confidentiality and the confidentiality of any witnesses and the alleged wrongdoer will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible retaliation prohibited by this policy or the FMLA must immediately advise the Human Resources Department or another member of management so it can be investigated in a timely manner. Any employee who engages in retaliation prohibited by this policy or the FMLA will be subject to disciplinary action, up to and including termination of employment.

If an employee has any questions about FMLA, he/she should direct questions to the Human Resources Department.

**Enforcement** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### **4.2 Personal and Work Related Injuries**

Effective Date:

Revision Date:

When an employee is injured the City may temporarily offer "light duty" assignment as much as reasonably possible based on the employee's medical limitation outlined by the treating health care provider. If the employee is able to return to work in a limited capacity, preference of "light duty" will be given to those who have a work related injury if they are qualified to perform the "light duty" assignment.

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Employees working in temporary "light duty" assignment status will not be permitted to work overtime, unless no other qualified personnel are available and the work falls within the medical restrictions of the employee.

No "light duty" assignment may extend beyond 12 weeks if the employee has not been released to full duty without restrictions. An extension of 1-4 weeks maybe granted by the department head if a healthcare provider determines that the employee is likely to return to full duty during the extension.

If at the end of the "light duty" assignment the employee is unable to return then the employee will have to take any unused unpaid FMLA, unused accrued sick leave and unused accrued vacation leave. If after exhausting the all FMLA and accrued leave the employee may request an additional 12 weeks of unpaid leave if full recovery is expected. This must be approved by the City Manager and there is no guarantee that there will be a position available for them when they return. The employee must resign or be terminated if additional leave is not approved or is not able to return to duty with or without reasonable accommodation.

*The maximum time spent "off" and/or a combination of "off" and "light duty" is a total of 16 weeks not including any extensions. Extensions will be granted on a case by case basis.*

### **4.3 Sick Leave Benefits**

Effective Date:

Revision Date:

The City provides paid sick leave benefits to eligible employees who are temporarily absent due to illness or injury. Employees in the following employment classifications are eligible for sick leave:

- \* Regular full-time employees

If you are eligible, you will accrue sick leave benefits at the rate of 12 days per year (1 day for every full month of service). Accrued unused sick leave benefits are credited to your leave bank at the end of each month. You are not eligible to take sick leave during the first 30 days of employment. Sick leave benefits will be allowed to accumulate indefinitely.

Should you have an illness and you do not have accrued sick leave or run out of sick leave you may request an advancement of up to 10 sick leave days. You may do so if you have been employed at least 1 year and must obtain approval from your department head and City Manager. You will not accrue any sick leave days until they have been replaced in the following year's leave accrual.

Sick leave benefits are meant to provide income protection in the case you are ill or injured. They may not be used for any other absence unless qualified under FMLA.

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Abuse of sick leave may result in disciplinary action up to and including termination. You will not be paid for unused accrued sick leave benefits while you are employed and you will also not be paid for unused sick leave benefits when your employment terminates.

You may not take less than one hour sick leave. You may use sick leave benefits to be absent because you are ill or injured. You can also use sick leave to be absent because of the illness or injury of your child, parent, or spouse, if the illness or injury qualifies under FMLA.

If you cannot report to work because of an illness or injury, you should notify your supervisor before the scheduled start of your workday, if possible. Your supervisor must also be contacted on each additional day of absence.

If you are absent for three or more consecutive days or longer due to illness or injury that may qualify for FMLA, you must give us a doctor's statement that states you are ill or injured, when it began, and when you should be able to return to work. We may also request a similar statement for other sick leave absences of less than three days. Before you can return to work after a sick leave absence of 3 consecutive work days or more, you must give us a doctor's statement that you may safely return to work.

Your sick leave benefits will be calculated based on your base pay rate at the time of your absence. Sick leave benefits do not include any special forms of compensation, such as overtime, or shift differentials.

If you are on sick leave for an extended absence because of an illness or injury, you also must apply for any other available compensation and benefits, such as workers' compensation, if applicable. Your sick leave benefits will be used to supplement any payments that you are eligible for from workers' compensation if applicable, or City-provided disability insurance programs if provided. The combination of these disability payments and your sick leave may not be more than your normal weekly pay.

#### **4.4 Military Leave**

Effective Date:

Revision Date:

The City honors and respects past and present members of the uniformed services (U.S. Armed Services, including the Coast Guard, the National Guard, and the commissioned corps of the public health service). The City will not discriminate against an employee for being a past or present member of the uniformed services, or for being a current applicant for uniformed services duty. Nor will the City retaliate against any employee for enforcing their rights under laws regarding the employment of those in the uniformed services, or for assisting someone in enforcing such rights.

The City will grant appropriate unpaid leaves of absence to a full-time and continual part-time employee to complete uniformed service requirements, whether such service is

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voluntary or involuntary, in accordance with federal and state laws. If you are a reservist or a member of the National Guard, you will be granted time off without pay for required military training, in accordance with the law. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

City employees who are active members of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Public Health Service Reserve, or the National Guard, are credited with twenty-one (21) working days of paid military leave for the purpose of fulfilling state and/or federal active duty orders, per federal fiscal year (October 1 – September 30), provided your orders require your absence from your City job.

Any City employee who is the spouse of an active member of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Public Health Service Reserve, or the National Guard, who is called upon to serve under Federal orders (deployment) shall be granted one day paid leave prior to deployment and one day paid leave upon return from deployment, per federal fiscal year (October-September). KRS 61.394

After the 21 days of paid leave, an employee will be entitled to receive compensation during his or her active duty status in an amount equal to the difference between his or her current pay or salary at the time of deployment and his or her salary received from the military while on active duty. The City will pay the difference only if the City salary is more than the military salary.

Current salary is defined to be the base salary established by the City's salary ordinance and any subsequent legislation changing the salary in effect on the employee's beginning date of active military duty. The base salary does not include overtime or any other salary benefit.

It is the responsibility of the employee on active duty to provide written verification of his or her military earnings by submitting copies of pay vouchers or other similar evidence to the Finance Department before salary differential payments are made.

To ensure compliance with this policy, an employee should contact Human Resources whenever he or she contemplates or anticipates a service leave of absence.

#### **4.5 Bereavement Leave**

Effective Date:

Revision Date:

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The City provides bereavement leave to full-time employees who need to take time off because an immediate family member who has passed. To ask for bereavement leave, see your supervisor.

While you are on a paid bereavement leave, you will get your base pay rate but you will not get any special forms of pay, such as incentives, commissions, bonuses, overtime, or shift differentials.

With your supervisor's approval, you can use any available unused accrued paid leave benefits you have, such as vacation, if you need more paid time off.

For bereavement leave, "immediate family" means your spouse, parent, child, brother, or sister; your spouse's parent, child, brother, or sister; your child's spouse or "in loco" in place of an immediate family member. Example: You regard an aunt as your parent.

You may take up to 3 days leave for an immediate family member.

You may take 1 day of leave for your or your spouse's grand-parents, aunts, and uncles.

#### **4.6 Jury Duty Leave**

Effective Date:

Revision Date:

The City encourages you to fulfill your civic responsibilities by serving jury duty if you get a summons. Full-time employees may request up to two (2) weeks of paid jury duty leave over any one (1) year period.

Full-time employees will be paid at their base rate of pay for the number of hours you would normally have worked that day.

If you stay on jury duty longer than paid jury duty allows, you may use any available paid time off benefits you have, such as vacation, to be paid for the unpaid jury duty leave. Full-time employees may elect to use unused accrued vacation or PTO.

All non-regular full time employees are encouraged to participate and may take time off for jury duty, but it is not paid. These employees may, however, use paid vacation time during jury duty to supplement.

If you get a jury duty summons, show it to your supervisor as soon as possible. This will help us plan for your possible absence from work. We expect you to come to work whenever the court schedule permits.

Either you or the City may ask the court to excuse you from jury duty if necessary. We may ask that you be relieved from going on jury duty if we think that your absence would cause serious operational problems for the City.

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Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of unpaid jury duty leave.

Your vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

#### **4.7 Voting Leave**

Any employee who requires additional time off to vote shall be granted one (1) hour of paid leave. If more time is required you may request up to three (3) additional hours of unpaid leave. You must inform your supervisor at least twenty-four (24) hour prior to needed voting leave. Failure to do so may result in disciplinary action up to and including termination. For more information, please review Kentucky Revised Statute § 118.035.

### **TIMEKEEPING AND PAYROLL**

#### **5.1 Timekeeping**

Effective Date:

Revision Date:

Nonexempt employees are responsible for accurately recording the hours they work. The law requires the City to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" means all the time that nonexempt employees spend performing their assigned work.

If you are a nonexempt employee, you must accurately record the time you start and stop work, when you start and end any meal periods or split shifts, and when you leave the workplace for personal reasons. Before you work any overtime, you must always get advance approval. However, whether you receive pre-approval for overtime or not, you are required to record all hours worked, including overtime and you will be paid for that time. However, working overtime without pre-approval may result in disciplinary action up to and including termination.

Falsifying time records is a serious matter. You may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. If you do any of these actions, you may be subject to disciplinary action, up to and including termination. However, if you notice an error in your pay, please contact Human Resources to correct it.

If you are a nonexempt employee, you should not start working more than 10-minutes before your scheduled start time. You should also not continue working more than 10-minutes after your schedule end time. You can only start earlier or work later when your supervisor approves it in advance. Whether you receive pre-approval for early clock-ins or late clock-outs, you are required to record all hours worked, including times before and

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after your shift, and you will be paid for that time. However, early and/or late clock-outs without pre-approval may result in disciplinary action up to and including termination.

Nonexempt employees must sign their time records to say they are accurate. Each supervisor will review and approve the time record before submitting it for payroll processing.

If you believe your time records are inaccurate or this policy is being violated in some way, please contact Human Resources. Human Resources will investigate your concerns and retaliation against those raising such concerns is prohibited.

Exempt employees are not required to complete a time record on a daily basis. However, exempt employees are required to log any vacation or sick time used within a given pay period. Failure to do so may result in disciplinary action up to and including termination.

### **5.2 Rest and Meal Periods**

Effective Date:

Revision Date:

If you are a full-time nonexempt employee, you will have one (1) 10-minute paid rest period every four hours worked. This should normally be taken in the middle of a four-hour period of work. Because rest time is counted and paid as time you worked, you must not be absent from your workstation longer than the rest period allows.

All full-time nonexempt employees will have a minimum of one (1) 30-minute unpaid lunch break during any shift that is greater than five (5) hours. Your supervisor will generally schedule your meal period to accommodate operating requirements. During meal periods, you are not subject to any work responsibilities or restrictions. You will not be paid for meal period time.

Rest and meal break times may vary from department to department depending upon their start and stop times based on operational needs. Some departments have a 60 minute lunch break if they are working a 37.5 hour shift. Your department supervisor will let you know when your breaks and lunch times are scheduled.

### **5.3 Overtime**

Effective Date:

Revision Date:

There may be times when City cannot meet its operating requirements or other needs during regular working hours. If this happens, we may give employees the opportunity to work overtime. Overtime may be scheduled or unscheduled depending upon the department.

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It is our policy that no overtime can be worked without the approval and authorization of the supervisor. We try to distribute overtime assignments fairly among all employees who are qualified to perform the work. Non-exempt employees will receive overtime pay after working 40 hours in 1 week in accordance with the federal and state wage and hour laws. Overtime pay is also available to employees for the seventh day worked in a week if the employee works all seven days. Overtime pay is based on the actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not counted in the calculation of hours worked.

Nonexempt employees must record all hours worked, including overtime.

Exempt employees do not receive overtime pay.

#### **5.4 Paydays**

Effective Date:

Revision Date:

All employees are paid biweekly – every other Friday. Each paycheck includes pay for all work performed through the end of the previous payroll period. If a payday falls on a holiday, you will be paid on the next work day following that payday.

The City permits and encourages employees to receive pay via direct deposit of paychecks. Direct deposit means that we will deposit your pay directly into your bank account. However, this is not required. On pay days you can access your paystub online or the City will otherwise provide you a copy of it.

#### **5.6 Employment Termination**

Effective Date:

Revision Date:

There can be many reasons why employment may terminate.

We will usually schedule an exit interview if you terminate. At the exit interview, we can go over such topics as your benefits, benefits conversion rights, repayment of any outstanding debt to the City, or return of City-owned property. You may also make suggestions or complaints and ask questions at the exit interview.

Since your employment with the City is voluntary and at will, you may terminate your employment at any time, with or without cause. Likewise, the City may terminate your employment at any time, with or without cause.

When you terminate, you will receive your final pay in accordance with applicable state law.

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Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out. You may be allowed to continue some benefits by paying for them yourself. You will be notified in writing about which benefits you can continue and the limitations and details of how to continue them.

Full-Time Employees officially hired by the Commission who are terminated involuntarily shall receive a written dated notice of their dismissal and will be suspended without pay pending legislation confirming their termination. If an employee is working under the City Manager's approval and has not been officially hired by the Commission, the employee may be discharged immediately.

#### **5.8 Administrative Pay Corrections**

Effective Date:

Revision Date:

The City makes every effort to ensure that you are paid correctly and on scheduled pay dates. If you find a mistake in your pay, tell the Finance Department immediately so that the error can be corrected as quickly as possible.

### **WORK CONDITIONS AND HOURS**

#### **6.1 Identification Badges**

Effective Date:

Revision Date:

All City employees will be issued an employee ID badge which must be worn during work hours, or while conducting City business. The ID badges will have each employee's picture on it, and either his/her full name, or first name initial and full last name. If an employee forgets to bring his/her badge to work, he/she must obtain a temporary ID badge from the Receptionist or the Human Resources Department. When an employee resigns or is terminated from employment, the badge must be returned to the City.

#### **6.2 Visitors in the Workplace**

Effective Date:

Revision Date:

Only visitors who are properly authorized may be on non-public City premises. This helps to maintain safety standards, safeguard employee and customer welfare, protect our property and facilities, guard confidential information against theft, and reduce potential distractions and disturbances.

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All visitors should enter City buildings at the reception area. If you have visitors, you are responsible for their conduct and to watch out for their safety.

If you see an unauthorized person at work, notify your supervisor immediately or direct the person to the reception area.

### **6.3 Personal Property**

Effective Date:

Revision Date:

The City furnishes offices, desks, closets, and/or lockers for security of employee coats, purses and other personal possessions. The City does not, however assume responsibility for any theft or damage to personal belongings of the employees including but not limited to personal decor items for individual offices, personal electronic equipment, books, etc.

### **6.4 Smoking**

Effective Date:

Revision Date:

City prohibits smoking in the workplace, City vehicles and equipment. Smoking is allowed in locations that are specifically marked or designated as smoking areas. This policy includes the use of e-cigarettes.

This policy applies equally to all employees as well as to our customers and visitors. The City prohibits discrimination and harassment against employees who smoke.

### **6.5 Work Schedules**

Effective Date:

Revision Date:

There are different work schedules at the City. Your supervisor will tell you about your work schedule.

Our staffing needs and work demands may require that we change the starting and ending times of work schedules. We may also need to change the number of work hours that are scheduled each day and week.

Because work schedules and activity is based on priority, your supervisor is responsible for directing your work activities. If you get a request from an elected official, you should contact your immediate supervisor prior to any work being done. These requests must be approved by the Department Head and/or City Manager before any work or activity is

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started. For additional information, please see ORD- O-74-86 Board of Commissioners Communication with staff.

Flexible scheduling or flextime is available to some employees, upon prior approval. Flextime lets you vary the times you start and end work each day within certain time limits. To have flextime, you and your supervisor must agree on the schedule together. Before we can approve flextime, we will also look at our staffing needs, your performance, and the needs of your job. If you are interested in flextime, talk with your supervisor.

If you do not work scheduled overtime or if you work overtime without first getting your supervisor's approval, you may be subject to disciplinary action, up to and including possible termination of employment.

The work schedule for shift Assistant Chiefs in the Fire Department shall be a 24 hour tour of duty followed by 48 hours of continuous time off, and shall be granted every seventh working tour off so that after an employee's sixth tour of duty, he or she shall be granted 120 hours of continuous time off. This seventh day shall be designated as a "Kelly Day."

### **6.6 Use of Equipment and Vehicles**

Effective Date:

Revision Date:

Equipment and vehicles may be essential in accomplishing your job duties. Some equipment can be very expensive and/or hard to replace. Therefore, if you are required to use this equipment we ask that you work safe, prevent theft, and follow all operating instructions, and guidelines that your department has in place.

In order to be eligible to drive a City vehicle or certain types of equipment, you must:

- Be an employee or elected official of the City of Covington.
- Be eighteen (18) years of age or older.
- Possess a valid Drivers' license of the state of residence.
- Have an abstract of their driving record on file that shows a record of safe driving over the most recent 7 year period.
- Possess a valid CDL if required.
- Agree to a random and/or annual driving record check.

Tell your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need have repair. When you promptly report damages, defects, and the need for repairs, you can prevent deterioration of equipment and possible injury to employees or other people.

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See your supervisor if you have questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

#### **6.7 Emergency Closings**

Effective Date:

Revision Date:

There may be times when emergencies, such as severe weather, fires, power failures, or earthquakes, disrupt normal business operations at the City. We may even have to close a work facility.

When we are officially closed due to emergency conditions, you will be paid for the time off.

If an emergency closing is not authorized and you do not report for work, you will not be paid for the time off. You may request to use any available paid time off you have, such as vacation or PTO.

#### **6.8 Business Travel Expenses**

Effective Date:

Revision Date:

City employees and elected or appointed officials often need to travel for official business. This may include out of town trips that require overnight stays, such as attendance at a professional conference or convention. The purpose of this policy is to ensure the consistent application of employee and elected or appointed officials travel time and expenses. Additionally, contractors or agents to the City shall also be reimbursed for travel in accordance with this policy if applicable. Out-of-state travel will be accounted for in the department's annual budget.

##### ***A. Approval of Travel Plans and Expense Advances***

A travel request form must be completed and approved prior to making arrangements for any travel that involves an overnight stay. The Purpose of the business travel must be fully detailed on the form. All out of town travel must receive approval before travel expenses will be eligible for reimbursement or before any travel advance check can be issued.

Department Heads are authorized to approve travel and expense advances for employees provided that travel is within their previously approved travel budget. Expense

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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advances will be made available to employees upon request with the Department Head's approval. This advance should normally not exceed \$200 per day for each day of travel.

All travel advance requests must be approved and submitted to the Finance Department no less than 10 working days in advance of a trip. Checks should be issued no more than 5 working days prior to departure.

Upon return and completion of the trip, the Travel Request Form, indicating the amount of travel advance, should be attached to the Travel Expense Reimbursement Form when submitted upon completion of the trip. Travel Expense Reimbursement Forms should be filed with the Finance Department no later than 10 working days after returning from the trip.

### ***B. Eligible Expenses***

Lodging for a single day event within a 100 mile radius of the City is not an eligible travel expenditure. For a multi-day event outside a 40 mile radius of the City, lodging for the nights between the event days may be eligible for reimbursement, however lodging for the night before the first day of the event and the night after the last day of the event may not be eligible. This is dependent upon the length of travel, the required reporting time, and the ending time of the event. Department Heads are responsible for determining eligibility of lodging outside of the event/conference dates. This determination should be documented and attached to the travel request form.

Lodging shall be the most economical, as determined by considering location of the lodging. Multiple quotes should be obtained if the event is not being held at a hotel within a comfortable and safe distance from the training site. Lodging will be reimbursed at single occupancy or standard business room rates. Only single room rates will be reimbursed unless there is no price difference between single and double occupancy.

The only exception to these limitations is when the purpose of the travel is to attend an event, program, seminar or convention and the cost of lodging at the facility where the event is taking place appears higher than the most economical for the location, the rate at the host facility will generally be deemed acceptable. Receipts are required for reimbursement of lodging expenses.

### ***C. Travel Meals***

During authorized travel, employees and elected or appointed officials of the City will receive a per-diem based on the current Federal Government Travel per-diem rates. These rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown> for meals that are not included in the event registration. The per-diem applies if:

Authorized travel is at a destination more than 40 miles away from the individual work station and home; AND

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The individual is in authorized travel status during the following meal times.

<b>Meal</b>	<b>Time Frame</b>
Breakfast	6:30am – 9:00am
Lunch	11:00am – 2:00pm
Dinner	5:00pm – 9:00pm

If no meals are included you will receive the daily total for Breakfast, Lunch and Dinner for each full day. For days where meals are included, those meals will be deducted from the daily allowance. You will not need to provide receipts for the meals. Meal tips are included in the daily allowance.

Incidentals such as tips for taxis, housekeeping and baggage handling will be based on the GSA rate for incidentals. The incidental rates are included in the Meals link on the previous page.

When the employee is claiming a meal expense during authorized travel to a city not listed in the GSA, Finance will authorize an amount based on the nearest city.

An exception to the per diem rate limit may be made when a meal is part of the seminar or convention program, in which case the cost of that meal will be acceptable. The City will not pay a meal per diem which would duplicate those which were originally included in the cost of the seminar/convention or for any alcoholic beverages at any time.

If the GSA rates for meals do not accurately reflect the meal reimbursements due to the location, area, and availability of options in the GSA range, you may request actual cost reimbursement for meals. In order to do this, you must retain receipts for these meals and provide them with your expense report. This type of exception will require approval of the City Manager.

Expenses for meals consumed during a one (1) day event held within a 40 miles of the employee's workstation and home, are not eligible for reimbursement unless the cost of the meal has been included in the registration fee for that event.

We will generally reimburse you for the following authorized travel expenses:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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is not available.

- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings. Travel must be at least 100 miles outside the normal work location for 1 day lodging or a minimum of 40 miles for multi-day events.
- Cost of meals, will be based on the current GSA Per Diem Rates where the event is located.

We may give employees a cash advance to cover the expected expenses for an approved trip. If you think you need a cash advance, give a written request to your supervisor no later than 2 weeks prior to your departure.

When a business trip is over, submit your completed travel expense report within 10 days. With your expense report, you must also submit receipts for any reimbursable expense.

See your supervisor for help and questions about business travel, travel advances, expense reports, or any other travel issues.

It is a very serious matter if you record false or misleading information on your expense report. You may not request reimbursement for expenses that you did not have or that were not business-related. Employees who do not follow this business travel policy could be subject to disciplinary action, up to and including termination of employment.

#### ***D. Transportation***

##### ***Vehicle***

All employees are encouraged to use a City vehicle for business travel if one is available as determined by the Department Director. Some City departments that have multiple City vehicles may require that employees use City vehicles. If an employee is required to use their own private vehicle for City business, the employee must have the state required minimum automobile liability insurance and be able to provide a copy of the certificate of insurance.

Mileage reimbursement shall not exceed the cost of a commercial coach round-trip airfare plus the cost of necessary local transportation (taxi to and from airport to event destination). Mileage cost will be based/reimbursed using a mapping service (such a Google maps) and compared to the cost of airfare and local travel during the approval of the travel request. In addition to mileage, any reasonable and necessary parking and tolls incurred in business travel are also reimbursable. Receipts are required.

##### ***Air Travel***

All City employees must fly coach (most economical) when traveling by commercial airline. All air accommodation should be purchased using a City credit card when possible so the employee is not responsible for prepaying airfare. The original itemized receipt for

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the purchase of the airline ticket should be attached to the Prepaid Fees form and submitted with the travel Expense Reimbursement Form to the Finance Department.

#### ***E. Travel Time and Time Worked***

An employee who travels from home before his/her regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel which is not considered hours worked. Home to work travel that includes transporting a service animal (K-9) does not make this travel time hours worked.

For non-exempt employees, the following rules governing "work time" and "non-work time" apply to compensation and travel:

*Home to Work Travel* – An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

*Home to Work on a Special One Day Assignment in Another City* – An employee who regularly works at a fixed location in one city is given a special one day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the City does not count the time the employee would normally spend commuting to the regular work site.

*Travel that is All in a Day's Work* – Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

*Travel Away from Home Community* – Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. However, the City does not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Regular meal period time is not counted as hours worked.

### **6.9 Employee Conduct and Work Rules**

Effective Date:

Revision Date:

We expect you to follow certain work rules and conduct yourself in ways that protect the interests and safety of all employees and the City.

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While it is impossible to list every action that is unacceptable conduct, the following lists some (but not all) examples of misconduct that may result in disciplinary action, up to and including termination of employment:

- Falsification of timekeeping records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Smoking in prohibited areas.
- Discrimination, harassment (sexual or otherwise) and retaliation.
- Unauthorized absence from work station during the workday.
- Violation of personnel policies.
- Unsatisfactory performance or conduct.

#### **6.10 Drug and Alcohol Use**

Effective Date:

Revision Date:

The City has a separate comprehensive Drug and Alcohol Use Policy which provides more detail and definitions. Please click on the hyper-link to view this policy.

City is committed to being a drug-free workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

The City conducts mandatory random drug and alcohol testing on all "safety sensitive" positions. Employees in non-safety sensitive positions may volunteer but it is not mandatory for them to participate in the random drug and alcohol testing program.

Safety Sensitive Positions:

Sworn police officers, Park Rangers, Evidence Technicians, Cadets, School Crossing Guards, Sworn Fire personnel, Traffic Technicians, Cement Mason, Heavy Equipment Operator, Light Equipment Operator, Driver, Laborer, Technician, Public Works Division Supervisors/Managers, Seasonal Laborers, CDL license holders, Personnel who supervise Children and child related activities, Life guards, and Pool Staff.

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Employees who are not in a safety sensitive position may elect to join the random screening program. However, this is not a requirement and there will be no retaliation for not participating.

City employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on City premises or while conducting any business-related activity away from City premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment.

If you have questions or concerns about substance dependency or abuse, the City encourages you to contact Human Resources or our Employee Assistance Program to get help with referrals to community resources and substance dependency professionals.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with the Human Resources department without fear of reprisal.

#### **6.11 Workplace Violence Prevention**

Effective Date:

Revision Date:

We are committed to preventing workplace violence and making the City a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at any time.

You are expected to treat your co-workers, including supervisors and temporary employees, with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people.

Except where state or local law permits otherwise or where the employee's job requires such, employees are prohibited from bringing or possessing concealed firearm(s) in City buildings, including, but not limited to, City facilities and City-owned or-leased vehicles. Where state or local laws otherwise expressly permit an employee to lawfully possess firearm(s) inside the employee's personal vehicle, the City requires that any employee lawfully possessing a firearm on City property comply to the maximum extent with the relevant state or local law regarding lawful possession and/or storage of the relevant firearm. If the City determines that an employee has violated this policy or the law regarding this subject while on City property, the employee will be subject to discipline, up to and including termination.

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The City does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, a customer, or a member of the public. This includes off-duty periods.

We do not permit any act of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

You should immediately report a threat of violence or an act of violence by anyone to your supervisor or another member of management. If you report a threat of violence, give every detail you can.

Be sure to immediately report any suspicious person or activities to a supervisor or other member of management. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including termination of employment.

If you are having a dispute with another employee, we encourage you to talk it over with your supervisor or the Human Resources Department. The City wants to help you resolve problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention.

### **6.12 Safety**

Effective Date:

Revision Date:

Our workplace safety program is a top priority at the City. We want the City to be a safe and healthy place for employees and visitors. The Risk Manager in the Human Resources Department is responsible for implementing, administering, monitoring, and evaluating the safety program. A successful safety program depends on everyone being alert and committed to safety.

The City of Covington has developed this policy in support of workplace safety and the reduction of workplace/work-related accidents and injuries. The General Safety Policy is intended to establish the foundation upon which detailed departmental and divisional safety policies and procedures are developed and implemented. These policies and procedures have been established to ensure employees understand the City's safety practices and protocol to best ensure their health and well-being while in the performance of their work related activities.

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This policy applies to all employees in all City of Covington departments and divisions. If this policy conflicts with other provisions of any department/divisional policy, it is understood that the city-wide policy supersedes.

#### ***Responsibilities of the City's Risk Manager***

The City's Risk Manager is responsible for the development, leadership and implementation of programs that will identify, evaluate, monitor, and minimize the City's Risk. These programs are designed to reduce accidents, occupational illnesses, and exposure to long-term health hazards by ensuring that employees are sufficiently trained in safety, planning and conducting inspections, first-aid care, emergency preparedness, etc. The Risk Manager is also responsible for ensuring that appropriate Supervisors, Managers, and/or Directors are able to conduct effective and proper job instructions and observations, skills assessments, and new employee orientation. When accidents occur, the Risk Manager will work with staff throughout the City, including contractors working for the City and external agencies, in order to identify causes of accidents and provide guidance on corrective measures in an effort to lessen the likelihood of an accident reoccurring.

#### ***Responsibilities of Supervisors, Managers and Directors***

It is the responsibility of the Supervisors, Managers and/or Directors to ensure overall compliance with this policy for their respective Department. This includes but is not limited to the following activities:

- Support and promote the continual improvement of workplace safety;
- Enforce and comply with safety rules and regulations;
- Creating departmental safety policies and procedures;
- Inform staff of new regulations and compliance issues;
- Assigning a safety officer to run department or facility safety operations and participate on safety committees and;
- Notify the Risk Manager upon the occurrence of a work injury or hazard identification.

#### ***Employee Responsibility***

All City employees are responsible for promoting the safety and security of fellow employees and the general public who may come into contact with City services and facilities.

All employees and contractors of the City are required to perform their duties in a safe manner with the primary goal of preventing injuries and property or equipment damage throughout all City operations.

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Each employee must safely operate equipment, tools and materials and demonstrate a thorough understanding of work rules and procedures specific to his or her area(s) of responsibility. Each employee is also responsible for identifying and reporting hazards. All City employees shall cooperate completely in order to eliminate and control hazards in all areas of City facilities without fear of punishment.

### ***Accident/Injury Review Committee***

The City has established an Accident/Injury Review Committee to ensure the review of any incident which has occurred in the workplace or while utilizing City equipment/property. This Committee may include representatives from any of the City's departments.

The review of incidents includes but is not limited to the following activities:

- Implementation and encouragement of a proactive safety culture;
- Conducting safety training in all departments/divisions;
- Compliance with safety policies and procedures;
- Review all accidents leading to injuries or property damage sustained by city employees or property, regardless of their filing a workers' comp or property insurance claim;
- Promote information sharing to minimize the occurrence of negative safety-related events; and
- Track and collate data from these reviews and share them with the appropriate departments and divisions.

Committee members will be appointed to 24-month terms at the discretion of the City's Risk Manager.

### ***Training Requirements***

Mandatory safety training will be conducted by each department/division with the assistance of the Risk Manager or their designee no less than every two years.

Each department/division shall verify that each employee receives and understands the required training through training rosters signed by attendees and instructors and may be accompanied by a written certification/assessment that identifies the subject of the certification as well as proof of competency and contains the name of each employee trained, the date(s) of training, the objectives covered in training and the instructor's name and contact information.

All newly hired City employees including interns and temporary employees in every department/division throughout the City shall also be required to attend safety training during their new hire or department orientation session. All employees will sign the

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acknowledgement and acceptance form signifying their understanding and agreement to this safety policy upon the completion of their training.

#### ***Re-training***

All employees on any type of excused absence for a period of six consecutive months or more may be required to attend a safety refresher training for their respective department or division, which will be conducted by the Risk Manager or their designee. This refresher training will review the City's General Safety Policy, and may include review of department or job-specific safety policies. It is the responsibility of the department or division to account for all employees who will be returning from an extended excused absence.

All employees involved in a MVA (motor vehicle accident) deemed by the City's MVA committee to be preventable or preventable with mitigating circumstances may be required to attend a refresher safety training including driver safety or job specific training conducted by their department or division.

All employees sustaining a work-related injury may be required to attend refresher safety training specific to the type of activity they were performing when they were injured.

All employees attending refresher safety training may also be required to satisfactorily complete a skills assessment before they can return to their position.

#### ***Procedure***

Any individual(s) involved in an incident that causes an injury/illness or physical damage to property (regardless of ownership) must immediately contact their direct supervisor. The employee's direct supervisor is required to ensure the Employee Accident Investigation Form, Supervisor Accident Investigation Form, and Accident Witness Statement (if applicable) are completed as soon as possible and are submitted to the Risk Manager. In the direct supervisor's absence, the department/division manager will ensure completion and submission of all required reports. This will initiate the reporting/recording procedures and possible post-accident drug/alcohol testing (See the Drug and Alcohol Testing Policy 34.8X).

#### ***Accountability***

Due to the serious nature and overall importance of the well-being of our employees, the City of Covington places Accountability as one of its highest priorities. Each employee is expected to follow proper safety practices while performing their job duties, regardless of where the employee is performing those duties. Any activity that results in a violation of any safety policy, may result in disciplinary action up to and including termination.

#### ***Safety Violation Report***

The City of Covington places great focus and emphasis on the safety of its employees and citizens. Adhering to the City's safety policies and procedures is critical. Should an

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employee be observed violating any of the City's safety policies or procedures, the observing party shall complete a Safety Violation Report (Attachment A). The Safety Violation Report will be assessed by the violating employee's direct supervisor and/or the Risk Manager, at a minimum. Recommendations of possible safety enhancements and/or disciplinary actions will be determined based on the information contained in the report. A copy of the Safety Violation Report should generally be placed in the violating employee's personnel file.

### ***Job Hazard Analysis (JHA)***

Periodic assessments of the workplace shall be completed by department directors, a supervisor or safety representative or the Risk Manager in order to determine if hazards are present, or are likely to be present.

Using the Job Hazard Analysis form included as (Attachment B) to this policy, each task will be evaluated to determine what hazards are involved in the work and the work environment and what corrective measures may be required to protect employees. If the position involves varying job tasks, all job tasks are to be evaluated separately. One Job Hazard Analysis (JHA) form is to be used for each job task.

The most appropriate corrective measures to protect an employee performing the job or task will be determined and listed on the form. The supervisor or their designee (a Safety Representative or senior employee is preferred) completing the JHA will sign the completed JHA form and forward it to the appropriate division or department director or manager.

A copy of each completed JHA form will be kept on file in the department or division and a copy forwarded to the Risk Manager electronically.

When procedures for existing job tasks change or new job tasks are added, a hazard analysis must be conducted. Also, when the environmental conditions change, a new analysis form must be completed. Completed JHA forms shall be reviewed at least every two (2) years to ensure accuracy.

### ***Other***

All personal protective equipment will meet federal and state guidelines and must be approved by the division or department director/manager and the City's Risk Manager prior to use. The city requires that all personal protective equipment and clothing be kept in an appropriate manner to ensure that the safety qualities are retained.

## **6.13 Discipline**

Effective Date:

Revised Date:

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Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many verbal warnings must be given prior to a written warning or how many written warnings must precede suspension or termination. Factors to be considered are:

- The number of different offenses are involved.
- The seriousness of the offense
- The time interval and employee response to prior disciplinary action(s).
- Previous work history of the employee.
- Disciplinary action may involve oral warnings, written warnings, suspension, probation and/or termination of employment.

Exceptions. For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale or possession of drugs or abuse of alcohol on company property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped after investigation and analysis of the total situation, past practice, and circumstances.

In general, verbal warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by disciplinary suspension, followed by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve his/her performance.

**Investigative suspension.** An investigative suspension is a period, not to exceed three (3) working days, during which time an employee is relieved of his or her job because of alleged serious misconduct. An employee may be placed on investigative suspension when it is necessary to make a full investigation to determine the facts of the case, as in a fighting, insubordination or theft incident.

If misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the employee shall receive a verbal or written warning or may be placed on disciplinary suspension.

If no misconduct is determined, the employee shall return to work within the prescribed period.

**Disciplinary Suspension.** An employee may be placed on disciplinary suspension as a result of misconduct. While on disciplinary suspension, an employee will not receive any regular compensation or pay. If an employee is on disciplinary suspension for more than 30 days, he or she shall not accrue fringe benefits under other applicable accrual policies including, but not limited to vacation accrual, sick leave accrual, personal days. IN addition, an employee on disciplinary suspension for 30 days or longer shall be

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responsible for the employer's share of any monthly premiums for all other benefits including medical coverage.

**Termination.** If it is determined that an employee's employment should be terminated, the department head should request that notice be given to the employee by the City Manager. If the City Manager agrees termination of employment is appropriate, he or she shall deliver written notice to the employee of the City Manager's anticipated recommendation to the Board of Commissioners to proceed with termination of the employment relationship. The notice shall contain one or more reasons or grounds for discharge. A copy of this written notice shall be sent to the Human Resources Director and to the City Solicitor. In accordance with KRS § 83A.150, final and formal approval of the termination of the employment relationship shall come from the Board of Commissioners. However, if the employee is still working under only the City Manager's approval, and has not been officially hired by the Board of Commissioners, the City Manager can immediately discharge the employee if so warranted. If the employee is covered by a bargaining agreement and is still a probationary employee, the employee may be unilaterally dismissed by the department head or City Manager.

### **Information and Technology**

#### **7.1 Use of Phone and Mail Systems**

Effective Date:

Revision Date:

#### ***Postage***

You may not use City postage or metering for your personal mail. The postage is intended only for official business-related mail.

#### ***Phone System***

Our telephone communications are an important reflection of our image to customers and the community. Always use proper telephone etiquette.

The following are some examples of good telephone etiquette:

- greeting that includes your department and your name
- speak courteously and professionally
- repeat information back to the caller
- allow the caller to hang up first

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#### ***Cell Phones***

We recognize that the performance of certain positions may be enhanced by having a cell phone. Employees who hold positions that have a business need for a cell phone will be issued a City cell phone which may include wireless data and/or internet access.

An example includes a position that requires considerable time outside an assigned office or work area and it is necessary to be able to reach the employee.

The employee is required to be accessible outside of scheduled or normal work hours where time sensitive decisions/notifications are necessary.

The City understands that there may be times when you may need to make personal calls from work. In general this is not prohibited as long as the use is incidental and occasional and does not interfere with the employee's performance and does not adversely affect the City.

If your position requires you to have a cell phone, you may be eligible to request a cell phone stipend in lieu of a City issued cell phone. Reimbursements for the cell phone stipend must be submitted in the current fiscal year. Reimbursement requests after July 31<sup>st</sup> will not be eligible for reimbursement.

Please be aware that any City related business communications such as emails and documents sent or received by your personal cell phone should be documented by sending a copy to your City email as required by The City's Comprehensive Public Record and Transparency Policy (ORD NO. O-14-19).

#### **7.2 Information Technology and Email Usage**

Effective Date:

Revision Date:

##### **Purpose**

Information technology resources are provided to City employees for the purpose of conducting official City business, advancing and supporting the City's mission and to assist in providing outstanding services to its citizens. The purpose of this policy is to outline the acceptable use of City owned, leased, or otherwise controlled IT resources. City employees, elected officials and designated users are obligated to use, conserve and protect electronic information and information technology resources for the benefit of the public interest.

The intent of the following policy is to preserve and enhance the integrity of these resources which belong to the citizens of Covington. By accessing or using City owned IT resources, each end user must agree that they have read, understand and agree to abide by the terms and conditions designated by this policy. If a City employee, elected

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official or designated user does not agree or understand any of the terms or conditions listed within this policy, they must immediately discontinue use of City IT resources and notify their department director or City Manager and the City's designated Plan Administrator.

All IT resources provided to, or made accessible to, City employees, elected officials and designated users in the furtherance of City business are the explicit property of the City of Covington and are to be used exclusively for business purposes that serve the interest of the City of Covington, its residents, businesses and the City's partners.

To protect the City of Covington's IT resources, security is a team effort. Security involves the participation and support of every City employee, elected official and designated user who interacts or utilizes City IT resources. It is important for all designated users to know and understand the guidelines within this policy, and to conduct their activities in accordance with these guidelines.

### **Definitions**

"City" means the City of Covington, as interpreted as a governing body and an employer.

"City Employee" means an employee who is hired for a wage, salary, fee or payment to perform work for the City of Covington.

"Elected Official" is a person who is an official by virtue of an election for the City of Covington.

"Information technology (IT) resources" refers to all of the City's information technology systems, including, but not limited to: Internet and Intranet related systems; computers, workstations, and laptops; printers; copiers; fax machines; servers; access to research databases and services; City-owned cellular phones, smartphones, and other personal digital assistants (PDAs); software programs; email; and any other communications equipment or peripheral equipment. "

"Designated User" refers to City Employees, independent contractors, third party providers, students, interns, externs, volunteers, guests, and all other individuals who are provided access or use to the City's information technology resources, this term is inclusive of City employee and elected officials.

"Policy Administrator" refers to the City's designee, as appointed by the City Manager, who shall serve as the administrator, decision-maker and manager of this City policy. This individual should be familiar with the City's Information Technology structure and scope. This individual, in collaboration with the City Manager, shall retain the ultimate authority to monitor, evaluate, suspend and revoke privileges associated with this policy.

### **Applicability**

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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This Policy shall be applicable to City employees, elected officials and designated users with access to IT resources in the possession or control of the City; this includes but is not limited to:

- All computer resources leased, owned, or managed by the City, its contractors or consultants;
- All data, communication records and electronic information in the possession of City's designated users; and
- All software systems affiliated with the City and accessible through affiliation with the City of Covington.

### **Compliance**

The City upon hiring, shall ensure that all designated users of City IT resources are familiar with this policy and are aware of what constitutes a violation of this policy. The City shall ensure that users are aware that compliance with this policy is mandatory. The City shall retain the absolute authority to enforce this Policy at any time.

### **Roles and Responsibility**

**City of Covington.** The City retains the absolute authority to specify who uses its equipment and the information contained therein, under what circumstances, and for what purpose. Equipment and software purchased by the City belongs to the City, and designated users have no ownership rights to any equipment or software issued or loaned to them by the City. The City of Covington retains the power and authority to move or reassign equipment as needed.

**Department Director.** Department Directors shall ensure that authorized users in their department receive a copy of the current policy and procedures for regulating the use of IT resources, and that each user completes and signs acknowledgment of receipt of the current policy. Directors shall have oversight and responsibility for third party users: consultants, contractors, vendors and non-employee users in their departments. Directors shall coordinate any non-employee use in advance with the City's Policy Administrator. The Department Director, or their designee, will review and refer all requests for downloading of non-City software from the Internet, or a 3rd party provider, to the City's Policy Administrator. Department Directors have a responsibility to ensure their employees are using the City's IT resources in a reasonable and appropriate manner in compliance with this policy. The Department Director shall retain the authority to review departmental use of the Internet, computer systems and e-mail communications, at his/her discretion, so as to evaluate use and compliance with this policy; A Department Director may revoke an employee's access to such systems upon an identification of misuse, negligence or noncompliance with the following policy.

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**Designated Users.** All users granted access to the City's IT resources are responsible for adhering to the constraints and requirements of this policy, and following procedures stated herein. Designated users shall be responsible for exercising good judgment regarding the reasonableness of personal use. The use of City equipment or software for private or personal financial gain is prohibited. Designated users shall bear responsibility to safe guard portable computing devices assigned by the City in association with his or her job duties according to the City's cell phone policy. Any designated user who becomes aware of the misuse or abuse of City IT resources must promptly contact his or her supervisor or department director. Designated users shall use the City's IT resources for work related matters; however, personal e-mail and personal internet usage is permitted on a limited basis as long as such use does not otherwise violate this or other applicable City or departmental policies. Designated users shall be made aware that all electronic communication, specifically City email correspondence, is stored in accordance with Kentucky's State Archives and Records Act, KRS 171.410 – 171.740, and may be subject to review under the Kentucky Open Records Act, KRS 61.870 – 61.884.

### **Privacy**

The City treats all information transmitted through or electronically stored in its various systems, including e-mail and voice mail messages, as City business information. Thus, all messages, files, data, and other business information are and remain the property of the City. They are not the private property of any employee and the City may review or use such business information, as it deems appropriate.

### **Acceptable Use**

In an effort to provide key resources to employees for business purposes while maintaining necessary securities to protect the City's IT resources, a carefully selected set of management tools have been put into place. These tools include software that limits access to types of websites, logs all internet usage by user, and provides reporting that identifies inappropriate use of the Internet. Monitoring internet access and usage throughout the City is important as unlawful or inappropriate Internet usage may garner negative publicity for the City and could expose the City to significant legal liabilities.

### **Unacceptable Use of Information Technology Resources**

Designated users are prohibited from using the City's IT Resources in any manner identified as follows:

- Use of any City IT resources for any purpose which violates State or Federal law, or City ordinance or policy;
- Destruction or damage to equipment, software, or data belonging to the City or its affiliates;

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- Use for private business, commercial purposes or personal financial gain, including external consulting, commercial advertising, etc.;
- Excessive personal use of electronic mail, Internet or other computer resources, including social media;
- Viewing, sending, accessing, copying or soliciting of sexually- oriented messages or images, through use of City provided resources;
- Use to defraud, threaten, libel or harass others, including transmission of offensive or harassing statements or images that disparage others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other protected class;
- Impersonation of any person or communication under a false or unauthorized name;
- Tampering with any software protections or restrictions placed on computer applications or files or attempting to circumvent local or network system security measures;
- Knowingly or maliciously introducing any invasive or destructive programs (i.e., viruses, worms, Trojan Horses) into City computers or networks or intentionally developing programs designed to harass other users or infiltrate a computer or computing system and/or damage or alter the software components of same;
- Attempting to intentionally damage, interfere with or disrupt operation of computing equipment, services, or network or data communications lines;
- Using City computing resources for purposes other than those intended by the department authorizing access, including allowing access by unauthorized persons;
- Attempting to modify City-owned or licensed software or related data files without prior written approval by the City's Policy Administrator;
- Intentionally seeking information or security access rights on, obtaining copies of, or modifying files or data without proper authorization; and
- Intentionally copying or printing any software, electronic file, program or data using City provided computer systems, Internet or other, on-line services without a prior, good faith determination that such copying or printing is, in fact, permissible. Any efforts to obtain permission should be adequately documented.

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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#### **Information Technology Support & Assistance**

All requests for IT support and assistance for personal computers, network-attached systems, and standalone systems must be made to [ITrequests@covingtonky.gov](mailto:ITrequests@covingtonky.gov). Employees may call or use City email to log a request with the City's Helpdesk.

The IT department will provide Information Security awareness training twice a year. Anyone with access to the City of Covington infrastructure is required to complete the IT training in the time given by the IT department. If a user is unable to complete the training they are required to notice to IT so a make-up training can be scheduled.

#### **Personal Equipment and Personal Use**

While we strongly encourage the use of the information technology that we provide, there may be times when employee work from home. This policy applies to any personal computer, laptop, or tablet that you may occasionally use for work at home or in the office. Non-Exempt employees must have prior approval before any work is performed at home for wage and hour purposes. If you do work from home using your personal devices, remember that all City related documents and emails must be forwarded to your City email account to be in compliance with ORD NO. O-14-19.

Occasional, reasonable, and limited personal use of the City's internet, email, scanner and fax services is permitted, provided that this does not interfere with work performance. Use of these services must be consistent with professional conduct. Users should have no expectation of privacy while using company-owned or company-leased equipment. Information passing through or stored on City equipment can and may be monitored.

### **7.3 Social Media Policy**

Effective Date:

Revised Date:

This Social Media Policy applies to employees' use of social media websites for personal use during work hours and use of employees' personal social media accounts. The City will address the use and management of City-related social media accounts in a separate policy.

There are many tools available today that enable people to publish and share content on the public Internet. These include social media networking sites such as Facebook, Twitter, Snapchat, Yelp, YouTube and foursquare subscription services such as Angie's List, as well as blogs, blog comments, forum posts, wikis, and other similar sites.

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The City respects the right of its employees to use social media sites and other parts of the public Internet as a medium of self-expression, communication, and public conversation using their own equipment and on their own time.

However, employees should keep in mind that their postings can affect how the general public perceives the City. The City has the right to monitor all public postings and employees should have no expectation of privacy while using the public Internet, even on their own personal time, and even when using their own personal equipment. Employees' public postings on social media and other Internet sites can be viewed by anyone, including the City's management.

The following guidelines apply to individual employee use of non-City sponsored social media or the public Internet by City employees, even when on their own personal time and on their own personal equipment:

- Use good judgment. Remember that what you post may be seen by far more people than you might have intended.

Employees are free to identify themselves as City employees if they wish. However, they should state that their views are their own, and do not reflect those of the City administration. Employees should not speak, or appear to speak, on behalf of the City unless expressly authorized.

- Only employees who are specifically authorized by the City are permitted to prepare and modify content for the City's website, any official City blog, and any of the City's official social media sites and only in accordance with all other applicable social media policies. If an employee is uncertain about whether or not he or she is permitted to post certain content, he or she must discuss the proposed content with his or her supervisor prior to posting.
- Employees may not access social media sites or otherwise use social media during work time, except as part of the employee's official assigned job duties.
- Employees may not post material that is obscene, defamatory, threatening, or harassing concerning the City or its employees.
- Any employee found to be violating this policy or other City policies is subject to immediate disciplinary action, including discharge.

#### **7.4 Privacy in City-Owned Property**

Effective Date:

Revision Date:

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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All computer equipment, services, or technology that the City furnishes employees are the property of City. The City reserves the right to monitor, restrict, and identify inappropriate use of the internet and data that is stored in City computer systems. The City also reserves the right to find and read any data that employees write, send, or receive on any computer system(s) owned by the City. Also, please be aware that the content existing on any City owned device and any personal devices that you use for work related activities may be subject to disclosure under the Kentucky Open Records Act.

### **7.5 Administration of City Social Media Policy**

Effective Date: October 27, 2020

Revision Date:

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- Definitions
- Goals and philosophies
- Origination
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#### **Introduction**

It's a digital world. For a number of reasons (the shrinking influence of traditional media, the widespread availability of personal computers and electronic devices, the changing nature of how the public favors accessing information), it behooves local governments like

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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the City of Covington to use digital platforms – including social media sites – to communicate directly with their residents.

#### **Purpose**

This policy establishes guidelines for the creation and use of social media sites on behalf of the City of Covington, aka “City,” and this policy and these guidelines apply to all employees of the City and members of City-created boards and commissions.

Departments within the City of Covington may also adopt more focused social networking policies and standards applicable to members of that department, as long as those policies meet the minimum requirements set forth in this policy.

All proposed department-specific policies shall be submitted to the City Manager or their designee, and the Legal Department for review and approval prior to implementation.

#### **Definitions**

**Administrator.** City employee who is trained and authorized to post content to official City social media accounts.

**Content.** The text, images, video, and links that are shared on a social media platform.

**City Post.** City-generated content that is published, or City-related content that is shared, by the Communications Specialist or an Administrator to an official City social media account.

**Official City Social Media Accounts.** Any of a portfolio of social media accounts that are established by the City in accordance with this policy and are managed by City staff as authorized channels through which the City communicates with the public.

**Communications Office.** City employee(s) responsible for all external communications from the City to the media and the public, including the management of social media. This office is part of the City Manager’s Office.

**Communications Manager.** A City staff member who is designated as the primary point of contact providing information to the media and the public, as well as managing the City’s social media sites.

**Social Media.** Web-based communication tools that enable people to interact with each other by both sharing and consuming information. Examples include Facebook, Twitter, Instagram, YouTube, or LinkedIn.

**User Post.** Content that is published by an external user to an official City social media account.

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#### **Goals and Philosophies**

City social media sites are designed to:

- Disseminate information to the public about the City's mission, policies, news, employees, meetings, activities, and events.
- Build rapport with citizens through user posts.
- Strengthen ties with partner agencies, organizations and associations.
- Increase the pride and engagement of City employees in the City's mission.
- Market the City.

#### **Origination**

All City employees must have the permission of their Department Head and the City Manager or his/her designee to set up a social media site on behalf of the City.

All City-created social media sites must be readily identified as an official site of the City through the use of the "City of Covington" name, seal or logo of the appropriate department or agency.

City-created sites shall link back to the City's official website for forms, documents, online services, and other information.

All departments are responsible for the provision of an annually updated list identifying social media pages administered by the department, to the City Manager or their designee.

#### **Access**

The City should know both who is posting on its behalf and how to access those accounts. The names of employees with administrative access to City-created social media sites (and the level of their access, i.e. "publish," "comment," "edit") shall be kept on record with the City Manager or designee.

The City Manager and/or designee shall either be provided log-in information to each City social media account, or, if that's not possible (such as with Facebook), shall be named as an administrator to the page.

City sites should be monitored by the City Manager or her/his designee to ensure adherence to this policy.

Any employee authorized to write, publish, or edit items on any City site shall review, be familiar with, and comply with this policy. They shall be provided a copy of this policy and are required to acknowledge their understanding and acceptance by signing and dating

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the statement of receipt understanding and acknowledgement at the end of this policy. The signed copy shall be returned to the City Manager's Office or another department if so designated by the City Manager.

### **Content**

Employees should be deliberate and strategic in what they post on behalf of the City. If they're unsure about the appropriateness or legality of content, or if they in any way have second thoughts, they should seek guidance from the Communications Manager.

At all times employees should remember that there is no privacy on the Internet, that material has an almost infinite shelf life, and that they cannot control which members of the public see it and their reaction to it. They should also remember that content posted on social media on behalf of the City is a public record and subject to Commonwealth of Kentucky Open Record laws.

#### **User Post Content on City sites shall:**

- Adhere to terms of service of any social media platform.
- Be accurate and include correct grammar and spelling.
- Be professional in tone and presentation.
- Strive to be respectful and not alienate members of the public.
- Strive to include only those external links that are safe, workable, and reputable.

#### **User Post Content Restrictions shall not:**

- Contain language that is profane, indecent or obscene, and shall avoid sexual innuendo or sexual harassment.
- Include threats, personal attacks, or defamatory statements.
- Include fraudulent, deceptive, or misleading information.
- Promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, sexual orientation, gender identity, national origin, physical or mental disability, economic status, or status with regard to public assistance.
- Violate laws governing copyright, fair use, intellectual property, and privacy. (If these laws are unclear, employees should consult the Office of the City Solicitor.)
- Promote partisan political messages designed to favor one party or candidate.

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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- Contain confidential or proprietary information, or information related to City-involved litigation.
- Put the City in bad light.

Administrators of City social media sites should strive to keep those accounts up to date. An effective social media site requires regular updates and fresh, engaging content. Social Media accounts that are not updated with a City post for a period of six (6) months will be deleted from use, after a final archiving of material.

Administrators of social media sites tied to a City department or agency (i.e. not the primary City of Covington site) should strive to avoid being the first to release "news" generated by the City without discussion with and permission of the Communications Manager. (This does not apply to social media sites administered by the Covington Police and Fire Departments, in so far they are publicizing emergency incidents to which they respond, or to the Parks & Recreation Division, when it is talking about events hosted by that division.) When in doubt, simply have a conversation with the Communications Manager.

When posting about City news, events and activities, content creators should also strive to link to an official City of Covington news release, rather than to an external publication or media outlet, when the issue is sensitive or controversial and subject to misinterpretation.

### **Public Interaction**

Social media sites shall not to be used by City staff for debate, spirited discussion, arguing, or defenses of City policies and decisions. One way to think of the City's social media is to consider it more of a newspaper/newsletter than a barbershop forum or debate event.

However, if a member of the public has a clearly defined request for information regarding the posted subject matter, administrators should take an opportunity to respond, if time allows. Note that because no City staff are tasked solely with social media monitoring, the capacity of staff to respond in a timely fashion to any/all requests is limited.

### **Public Comments**

Comments posted on City-created social media sites by members of the general public are the opinion of the commenter or poster only. Publication of the comment does not imply endorsement or agreement by the City or its employees.

City administrators will not delete or hide any comments posted to the City's social media sites. The public are still responsible for following the requirements established for comments by the social media site being used, and the City is not responsible for any removal of comments by the site provider.

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#### **Boards and Commissions**

Members of the Covington Board of Commissioners and/or other City-created boards may choose to post and/or comment on various social media sites using their private, individual accounts, whether as an individual or a public figure. In these instances, it is recommended that the content and tone of online comments and information should model the same decorum displayed during City, Commission, Board, and community meetings.

#### **Retention**

City social media accounts are subject to the Kentucky Open Records Act. Any content maintained on the City's sites that is related to City business may be considered a public record subject to public disclosure. The City will take appropriate steps to respond to obligations put forth by Open Records requests in compliance with current City procedures.

The City's site administrators shall be responsible for the generation of quarterly record retention logs of the social media account they are responsible for and shall submit those logs to the Communication Manager.

The Communication manager shall be responsible for review of the material and transmittal to the City Clerk for long-term retention.

#### **Violations**

Violations of this policy by an employee of the City of Covington subjects that employee to repercussions that could include but is not limited to removal of social media posts and/or accounts, revocation of administrative access, and broader corrective and/or disciplinary action.

#### **Modifications**

The City reserves the right to modify or expand all or part of this policy at any time.

### **7.6 Identity and Data Access Policy**

Effective Date: October 27, 2020

Revision Date:

- I. **Purpose:** The purpose of this policy is to define access control measures for Covington's information systems to protect the privacy, security, confidentiality, and integrity of the City of Covington's resources and data. Information Technology (IT) resources are provided to City of Covington employees for the purpose of conducting official city business, advancing and supporting the city's mission, and to assist in

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# *City of Covington*

## **Personnel Policy Manual**

providing outstanding services to its citizens. City employees, contractors, elected officials and designated users are obligated to use, conserve, and protect electronic information and information technology resources for the benefit of the public interest.

### **II. Definitions**

ID is an identifier for a user or an account.

Access is defined as the ability to use, modify or manipulate an information resource or to gain entry to a physical area or location.

Elevated Privilege is defined as additional access outside a standard user id or account. This can include the ability to alter configurations or data in which an ID and/or account has access.

Multifactor Authentication is defined as the use of more than one method of authentication to verify the user's identity for a login and/or other transactions.

System ID - Accounts used by applications, systems or automated processes that are not used by individual users for access or direct login. Examples of these accounts would be Windows service accounts or accounts used by applications for back end data access.

### **III. Applicability**

This policy is to be adhered to by all staff, including employees, contractors, consultants, temporary staff, volunteers and other workers within the City of Covington. This policy applies to all resources and information technology equipment owned or leased by the City of Covington, regardless of the time of day, location, or method of access.

### **IV. Responsibility for Compliance**

Each department is responsible for assuring that staff under its authority are aware of the provisions of this policy. Compliance is required, and irresponsible or inappropriate use of e-mail, applications, or other resources may result in disciplinary action up to and including termination. To demonstrate awareness and knowledge of this policy, signed acknowledgement forms are required upon employee day one training.

### **V. Policy**

To protect the privacy, security, confidentiality, and integrity of the City of Covington's information systems, all access to IT resources and data must be commensurate with the user's job responsibilities. All users will have their privileges limited to the minimum set of rights required to complete the tasks established by their position requirements, as confirmed by their department head.

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# ***City of Covington***

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Department heads will be responsible for defining which resources an employee will have access to. The City's Personnel Plan incorporates this policy to support the management of access to applications, electronic mail, information systems, and other information technology resources using IDs and password. Each department manager will contact the IT Department to request the creation, modification, disablement, or removal of user IDs and access.

Prior to being permitted to use City of Covington resources to perform official Covington business, department managers will be responsible for ensuring that the appropriate confidentiality and access forms have been completed. Specifically, the "Network Access Form" will grant "Day One" access and define what access level each employee will be granted through the establishment of IDs, passwords, and security groups. User IDs and password will only be created upon completion and adoption of the City's Network Access Form and this Policy.

### **VII.ID and Account Usage**

User IDs established to access Covington's systems must be individually owned in order to maintain accountability. Each ID must be used by only a single individual who is responsible for every action initiated by that ID. User ID's should not be used to sign up or access non-government websites unless utilized for official business. Where supported, the system must display the last use of the individual's account so that unauthorized use may be detected.

- System ID credentials must not be distributed to users and shall meet all complexity requirements of elevated privilege accounts. These system IDs and/or accounts may have non-expiring passwords where expiration would cause a demonstrated negative impact on system functionality.
- Elevated Accounts are required for all IDs with elevated privileges. Standard user accounts may be required to leverage multifactor authentication based on specific business need.
- Automated Disabled User Account: Where possible, Covington systems will include an account management function that will automatically disable a user account after 90 consecutive days of inactivity and delete the account after an additional 30 consecutive days of inactivity. If a user is on extended leave, then please notify the information technology department for appropriate account maintenance.
- System access will not be granted to any user without appropriate approval. Management is to immediately notify the information technology and report all significant changes in end-user duties or employment status. User access is to be immediately revoked if the individual has been terminated. In addition, user privileges are to be appropriately changed if the user is transferred to a different job.
- User accounts will be deleted after 30 days the individual has been terminated.

# *City of Covington*

## **Personnel Policy Manual**

### **VIII. Password Usage**

#### **Passwords must:**

- Be kept confidential and never shared with anyone.
- Meet Password Length Requirements.
  - Standard User- eight (8) or more characters
  - Elevated Privilege- twelve (12) or more characters
  - System ID- sixteen (16) or more characters
- Be comprised of a combination of uppercase characters, lowercase characters, and numbers (as allowed by the system).
- Be unique from previous 24 passwords used by the user.
- Be changed at least every 60 days for all elevated privileged access accounts and 90 days for all non-privileged access accounts.

#### **Passwords must not be:**

- Vendor default passwords (default passwords must be changed immediately upon first use).
- The same as the Username.
- Hard coded within application code, batch jobs, processes, or similar system code.
- Stored without encryption.
- Visible on a screen, hardcopy, or any other output device.

Password and ID Lockout: Where supported, user accounts will be locked after three (3) invalid login attempts and must remain locked for 30 minutes or until the authorized user makes a request to reset the password by contacting the IT Department at (859)-292-2165 or the local system administrator. All elevated privileged accounts **must be** unlocked by an administrator and not through any automated means.

**IX. User Responsibilities:** All users granted access to the City's IT resources are responsible for adhering to the constraints and requirements of this policy, and following procedures stated.

- Read, acknowledge, and sign on the city's acceptable use policy statement before using the resources.
- Use access to E-Mail, file systems, applications, and other resources, in a responsible and informed manner.
- Staff shall be aware that their conduct or information they publish could reflect on the reputation of the city.
- City employees should limit the use E-mail to transmit sensitive or confidential information (Personal Identifiable Information).

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- Users shall be responsible for exercising good judgment regarding the reasonableness of personal use. The use of City equipment or software for private or personal financial gain is prohibited.
- Users shall bear responsibility to safeguard portable computing devices assigned by the City in association with his or her job duties according to the City's electronic hardware device policy.

**X. Unacceptable Access & Use of resources:** Designated users who have been granted permission from day one, are prohibited from using the City's IT information technology resources in any manner identified in this section:

- Access of any City IT resources for any purpose which violates State or Federal law, or City ordinance or policy is prohibited.
- Tampering with any software protections or restrictions placed on computer applications, files, emails restrictions, or attempting to circumvent local or network system security measures.
- Use and access for the purpose of private or commercial purposes, or personal financial gain, including unauthorized information sharing, external consulting, commercial advertising, etc.
- Impersonation of any person or communication under a false or unauthorized name.
- Using City computing resources for purposes other than those intended by the department authorizing access, including allowing access by unauthorized persons;
- Intentionally copying or printing any software, electronic file, program, or data with any system without prior authorization.
- Using City provided computer systems, Internet or other, on-line services without a prior, good faith determination for copying or printing. (Any efforts to obtain permission should be adequately documented.)
- Knowingly or maliciously introducing any invasive or destructive programs (i.e., viruses, worms, Trojan Horses) into City computers or networks or intentionally developing programs designed to harass other users or infiltrate a computer or computing system and/or damage or alter the software components of same.

**XI. Violations:** Violations of this policy by an employee of the City of Covington subjects that employee to repercussions that could include but is not limited to removal of user accounts, revocation of network/technology access, and broader corrective and/or disciplinary action.

## ***City of Covington***

### **Personnel Policy Manual**

#### **8.1 Employee Acknowledgement**

##### **Employee Acknowledgement Form**

Effective Date:

Revision Date:

The City Personnel Policy Manual describes important information about the City. I understand that I should consult the Human Resources Department unless a specific department has been identified if I have any questions that are not answered in the Manual.

I became an employee at the City voluntarily. I understand and acknowledge that there is no specified length to my employment at the City and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause, unless otherwise restricted by a collective bargaining agreement. Unless otherwise covered by a collective bargaining agreement or applicable law, I also understand and acknowledge that "at will" means the City may terminate my employment at any time, with or without cause, as long as they do not violate federal, state, or local laws, or a collective bargaining agreement.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the Manual. The only exception is that the City will not change or cancel its employment-at-will policy. I understand that the City may add new policies to the Manual as well as replace, change, or cancel existing policies. I understand that I will be told about any Manual changes and I understand that Manual changes can only be authorized by the City Board of Commissioners.

This Manual is not a contract, express or implied, nor does it guarantee employment for any specific length of time.

Unless otherwise covered by a collective bargaining agreement, City ordinance, or applicable law, this Manual supersedes and replaces all previous policies and procedures including, but not limited to, all memoranda or written policies which may have been issued on the subjects covered in this Manual.

I understand and acknowledge that this Manual is not a contract of employment. I have received the Manual and I understand that it is my responsibility to read and follow the policies contained in this Manual.

If any conflict exists between this Manual and state, federal, or local law, or a collective bargaining agreement, the law or collective bargaining agreement shall control. If a collective bargaining agreement is silent on a policy, then the City policy shall govern.

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

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I further acknowledge that I have received a complete copy of the Manual and I have read and understand the following policies contained in this Manual by initialing each policy:

- Prohibited Discrimination, Harassment, and Retaliation \_\_\_\_\_
- Reporting Discrimination, Harassment, or Retaliation \_\_\_\_\_
- Business Ethics \_\_\_\_\_
- Political Conduct \_\_\_\_\_
- Social Media Policy \_\_\_\_\_
- Information Technology and Email Usage \_\_\_\_\_
- Overtime \_\_\_\_\_
- Safety \_\_\_\_\_
- Use of Equipment and Vehicles \_\_\_\_\_
- Employee Conduct and Work Rules \_\_\_\_\_

EMPLOYEE'S NAME

(Printed): \_\_\_\_\_

EMPLOYEE'S

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**8.2 Computer Use Acknowledgement**

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

**City of Covington**

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I have read the Computer Use Policy and understand its provisions. I understand that use of the City's computer systems and IT resources, in any capacity, are a privilege and not a right. I am aware that all electronic communication, specifically City email correspondence, is stored in accordance with Kentucky's State Archives and Records Act, KRS 171.410 – 171.740, and may be subject to review under the Kentucky Open Records Act, KRS 61.870 – 61.884.

I accept responsibility for the appropriate use of City computer resources, which include all computer systems, networks, Internet and intranet web site or other data processing equipment owned by the City, as well as remote computers, or computer systems when used to access the City computer resources, as outlined in the Computer Use Policy.

I understand that use of the City's IT resources in violation of the Computer Use Policy may result in employee discipline as already established within the City of Covington's Personnel policy, up to and including restitution, termination, and/or the cancellation or restriction of user privileges.

I agree to report any use which is in violation of the Computer Use Policy to the Policy Administrator or appropriate employee supervisor.

Employee Name (Printed): \_\_\_\_\_

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

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

Copy to:

Employee \_\_\_\_\_

IT \_\_\_\_\_

HR \_\_\_\_\_

**8.3 Social Media Administration Policy Acknowledgement**

**If any conflict exists between any of the City policies in this Manual and state, local, and/or federal law, or a collective bargaining agreement, the law or collective bargaining agreement(s) shall control.**

***City of Covington***

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I have read and understand the provided Social Media Administration Policy, which identifies the requirements for posting on City social media pages as a representative of the City. I also acknowledge and understand that misuse of the City's social media sites or failure to follow the requirements listed may lead to termination of these privileges, and potential disciplinary action.

Employee Name (Printed): \_\_\_\_\_

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

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

Copy to:

Employee \_\_\_\_\_

IT \_\_\_\_\_

HR \_\_\_\_\_

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**8.4 Identity and Data Access Management Policy Acknowledgement**

I have read the Identity and Access Management policy, including all attachments, and understand its provisions. I understand that access to the City's computer systems and IT resources, in any capacity, are a privilege and not a right. I am aware that all electronic communication, specifically City email correspondence, is stored in accordance with Kentucky's State Archives and Records Act, KRS 171.410 – 171.740, and may be subject to review under the Kentucky Open Records Act, KRS 61.870 – 61.884.

I accept responsibility for the appropriate use and access of City computer resources, which include all computer systems, files, networks, Internet and intranet web site or other data processing resources owned by the City, as well as remote computers, or computer systems when used to access the City computer resources, as outlined in this policy.

I understand that use of the City's IT resources in violation of the Identity and Access Management policy may result in employee discipline as already established within the City of Covington's Personnel policy, up to and including restitution, termination, and/or the cancellation or restriction of user privileges.

I agree to report any use or access which is in violation of the Identity and Access Management to the Policy Administrator or appropriate employee supervisor.

Employee Name (Printed): \_\_\_\_\_

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

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

Copy to:

Employee \_\_\_\_\_

IT \_\_\_\_\_

HR \_\_\_\_\_

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**Attachment A**



This Safety Violation Report is a tool used to provide a detailed summary of any safety violation(s). Once completed, forward the Safety Violation Report and all associated supporting documents to the associated Supervisor and Risk Manager for review. The report will then be used to determine safety enhancements and/or disciplinary recommendations.

**Safety Violation Report**

Date of Occurrence: \_\_\_\_\_

Name of Employee ('s):

\_\_\_\_\_  
\_\_\_\_\_

Supervisor Name:

\_\_\_\_\_

Department/Division: \_\_\_\_\_

Pictures: Y/N

Time: \_\_\_\_\_ A.M. /P.M. Location: \_\_\_\_\_

Environmental Conditions:

\_\_\_\_\_

**Cause (s)**

Lack of/Insufficient PPE

Use of improper/unknown chemical or material

Poor housekeeping

Details of Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Lack of/insufficient training or inexperience     | <input type="checkbox"/> Unsafe work practice/behavior or horseplay | <input type="checkbox"/> Distraction or inattention |
| <input type="checkbox"/> Improper/Unauthorized use of Equipment or Vehicle | <input type="checkbox"/> Lack of/Ineffective guarding               | <input type="checkbox"/> Other: _____               |

Report Completed By: \_\_\_\_\_

Date sent to Risk Manager: \_\_\_\_\_

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

DRAFT

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JOB:		DATE:	
TITLE OF PERSON PERFORMING JOB:	SUPERVISOR:	ANALYSIS BY:	
DIVISION:		REVIEWED BY:	
DEPARTMENT:		APPROVED BY:	
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT:			
SEQUENCE OF BASIC JOB STEPS <i>Record only the information needed to describe each job action. Rule of thumb, no more than 10 steps/task being evaluated</i>	POTENTIAL ACCIDENTS OR HAZARDS <i>HAZARD CLASSIFICATION CATEGORIES: Stuck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	RECOMMENDED SAFE JOB PROCEDURE <i>CORRECTIVE MEASURES: Engineer Out (Change process, Change Physical Conditions or Work Procedures, Minimize Exposure), Personal Protective Equipment (PPE), Training, Improve Housekeeping</i>	



**Attachment B**  
**Job Hazard Analysis Form**

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DRAFT

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# 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>	10-20-20
<b>Legislative Meeting Date</b>	10-27-20
<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 10-9-20 11am

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

<b>Specific Nature of Request</b>
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED AGREEMENT IN LIEU OF TAXES BETWEEN THE CITY AND 614 MADISON YMCA LLC, RELATING TO THE YMCA/BOURBON POST PROJECT

<b>Description of Request Including Background Information if Relevant</b>
ORD-81-20 authorized the City to enter into an Agreement in Lieu of Taxes (PILOT) with the Bourbon Post/YMCA project developer. The PILOT contemplated the developer would utilize PILOT mortgage and other features that are attractive to certain types of lending for industrial revenue bond arrangements. Since that time, the developer has decided not to proceed in this manner, and therefore references to the PILOT mortgage have been removed. City's issuer counsel for the transaction has reviewed the proposal and recommends proceeding with the amendments, which will have no negative consequences on the City's protections or payments in the PILOT, and will better clarify the current status of the transaction.

<b>Company/Entity (if multiple, list all)</b>
614 Madison YMCA LLC

### SIGNING ORDER

<b>Value/Cost</b>
n/a

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

  
 3. \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE 10/14/2020

<b>Payment Terms</b>
20% of ad valorem property taxes for 40 years

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

**AMENDED AND RESTATED  
AGREEMENT IN LIEU OF TAXES**

This Amended and Restated Agreement In Lieu of Taxes (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and among the City of Covington, Kentucky (the "City"), the County of Kenton, Kentucky (the "County"), the Covington Independent School (the "School District"), and 614 Madison YMCA LLC, a Kentucky limited liability company, and its successors, assigns and/or transferees (collectively the "Developer"); (the aforementioned are together referred to as the "Parties"):

**WITNESSETH**

WHEREAS, the Developer has acquired improved property in the City of Covington, Kentucky, located at 614 Madison Avenue (as more particularly described in Exhibit A hereto, collectively, the "Property"), and plans to redevelop the Property for commercial office, retail and hospitality uses, together with related site amenities (the "Project"); and

WHEREAS, the City has agreed to (i) issue Industrial Building Revenue Bonds (the "Bonds") to finance the acquisition and construction of the Project, (ii) accept title to the Property and enter into a Lease Agreement with the Developer for the Property (the "Lease Agreement"), and (iii) in conjunction with the foregoing, enter into this Agreement to memorialize the Developer's obligation to make payments in lieu of taxes ("PILOT Payments") with respect to the Property to the City, County, and the School District in the amounts set forth herein; and

WHEREAS, the Developer and the City have entered into an Inducement Contract, wherein the City has agreed to authorize, issue, and sell the Bonds in an amount

specified therein, pursuant to KRS 103.200 through 103.285, to finance the acquisition and construction of the Project; and

WHEREAS, the Bonds will be issued, subject to the terms of a Trust Indenture executed at the time of the issuance and delivery of the Bonds (the "Trust Indenture") which Trust Indenture shall appoint a trustee (the "Trustee") for the administration thereof; and

WHEREAS, the economic incentive to the Developer by virtue of the issuance of the Bonds and the execution of the Lease Agreement is the abatement of real property *ad valorem* taxes with respect to the Property; and

WHEREAS, it is understood by the Parties that the Kenton County Property Valuation Administrator (the "PVA") is responsible for establishing assessed value of real property within Kenton County for the purpose of imposing real property *ad valorem* taxes; and

WHEREAS, this Agreement supersedes and replaces in its entirety the Agreement In Lieu of Taxes executed among the Parties, dated May 26, 2020.

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

1. Recitals. The Parties hereafter confirm and affirm the accuracy of the Recitals contained above and those contained herein.

2. Valuation of Property. That the valuation of the Property shall be the fair cash value for the Property as determined by the PVA, which shall be set and adjusted in accordance with the PVA's standard practices as the Project is developed. The tax rates for use in calculating PILOT Payments for the term of this Agreement will be the City,

County and School District real property *ad valorem* tax rates in effect for each respective year the Bonds are outstanding. It is understood that the valuation of the Property may change over time as determined by the PVA.

3. Commencement of Obligations. The obligation to make PILOT Payments will commence on earlier of (i) October 31<sup>st</sup> the year after the date the Bonds are issued, or (ii) October 31<sup>st</sup> of the first calendar year after the Property has been transferred to the City, and shall be due each October 31<sup>st</sup> thereafter during the term of the Bonds, and shall be the obligation of the Developer, improved and unimproved, described in Exhibit A.

4. Issuance of Bonds/Tax Abatement. Upon the issuance of the Bonds, the transfer of the Property and the execution of the Lease Agreement, the Property will be exempt from local real property *ad valorem* taxes pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, but shall be subject to the PILOT Payments set forth in this Agreement. The term of the exemption from real property *ad valorem* taxes with respect to the Property shall be the earlier of (i) the termination of the Lease Agreement, (ii) forty (40) years from the date the Bonds are issued, or (iii) the date the Bonds are fully paid or defeased (the "Exemption Termination Date").

5. Obligation to Make PILOT Payments. The Developer shall make annual PILOT Payments to the City, County and School District in accordance with the following schedule:

- a. To the City, twenty percent (20%) of the amount that is equal to (i) the City's then current rate for *ad valorem* real property taxes (ii) multiplied by the fair

cash value of the Property for the current year as determined by the PVA (the "City PILOT Payment").

- b. To the School District, twenty (20%) of the amount that is equal to (i) the School District's then current rate for *ad valorem* real property taxes (ii) multiplied by the fair cash value of the Property for the current year as determined by the PVA (the "School District PILOT Payment").
- c. To the County, an amount equal to twenty percent (20%) of the amount that is equal to (i) the County's then current rate for *ad valorem* real property taxes (ii) multiplied by the fair cash value of the Property for the current year as determined by the PVA (the "County PILOT Payment").

6. Real Property Ad Valorem Taxes After Bonds Mature. Upon the Exemption Termination Date, the City shall convey the Property to the Developer (or its assignees or transferees), the real property *ad valorem* tax exemption shall cease, and the School District, the City, and the County (and other taxing authorities) shall receive from the Developer one hundred (100%) of the real property *ad valorem* taxes with respect to the Property at the tax rates established at that time on an annual basis in accordance with the assessment for the Property as determined by the PVA.

7. Other Taxes. Other than the real property *ad valorem* taxes discussed herein, this Agreement does not affect or apply to any other taxes or fees that may be owed by the Developer (or its assignees or transferees) to the other Parties. The Developer acknowledges that this Agreement will not be inconsistent or will not conflict with any bond placement agreement, any financing agreement, the Trust Indenture, or the Lease Agreement executed or to be executed in connection with the Bonds

(collectively, the "Bond Documents"), and to the extent that this Agreement is inconsistent or in conflict with the Bond Documents, the terms and language of this Agreement shall control over the Bond Documents.

8. Term of Bonds. It is further understood by the Parties that the final maturity date of the Bonds shall not exceed forty (40) years from their date of issuance.

9. Notices.

All notices sent to the Developer shall be sent to:

614 Madison YMCA LLC  
25 West Robbins  
Covington, Kentucky 41011  
Attn: Guy van Rooyen

All notices sent to the City shall be sent to:

City of Covington, Kentucky  
20 West Pike Street  
Covington, Kentucky 41011  
Attn: City Manager with copy to City Solicitor

All notices sent to the School District shall be sent to:

Covington Independent School District  
25 East 7<sup>th</sup> Street  
Covington Kentucky 41011  
Attn: Superintendent

All notices sent to the County shall be sent to:

County of Kenton, Kentucky  
1840 Simon Kenton Way  
Covington, Kentucky 41011  
Attn: County Judge/Executive

10. Modification and Assignment. This Agreement may not be changed orally, but only by an agreement in writing executed by the Parties. So long as the Developer is not in default with any provisions of this Agreement, the Bond Documents or other

agreements with the City, the Developer may assign its rights and obligations under this Agreement to a third-party purchaser(s) of the Property, a lender that may provide financing for the Project, or to an entity controlled by the Developer that may be formed to undertake all or part of the Project.

11. Effect of Bankruptcy. In the event that the Developer, its assigns or transferees shall file a voluntary action seeking relief under applicable bankruptcy laws, or have an involuntary action filed against it seeking such relief, then and in that event, it is agreed that all payments required by this Agreement shall be treated the same as if they were *ad valorem* taxes under applicable Kentucky law, giving said payments and obligations preference over all other secured and unsecured creditors.

12. Default. In addition to any and all remedies specified in the Bond Documents relating to the payment of the City Pilot Payments, County Pilot Payments, and/or School District Pilot Payments required by this Agreement, each Party shall have the right to enforce the provisions of this Agreement.

In addition, in the event of default in payment as required herein to either the City, the County, or the School District, or either, which is not cured by the Developer within thirty (30) days after the receipt of written notice of the default, then and in that event, it is agreed that as of the tax year of the default in payment, and that from that point on, the Developer shall pay amounts equal to one hundred (100%) percent of the amount of *ad valorem* property tax payments that the City, the County, and the School District would have derived from the Project but for the exemption of the Project from *ad valorem* taxation pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes. It is further agreed that Developer will pay all costs of collections, including the

City's, the County's, and the School District's reasonable attorney fees, in the event of default.

13. Legally Binding. This Agreement is legally binding upon the City, the School District, the County, and the Developer, its officers, affiliates, shareholders successors in interests, employees, and agents, and assigns and transferees.

14. Governing Law and Jurisdiction. The Parties agree that this Agreement is governed by the laws of the Commonwealth of Kentucky. Any action taken by the Parties or Trustee to enforce or seek relief from the terms and conditions of this Agreement shall be brought in the Kenton Circuit Court.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto in respect to the transaction contemplated hereby and all prior agreements, whether oral or written, are superseded hereby.

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision herein shall be deemed to be invalid such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of the provisions contained in this Agreement.

17. Authorization. The Parties hereto represent that each is duly authorized and empowered to enter into this Agreement.

18. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

Signature Page to Amended and Restated Agreement In Lieu of Taxes

CITY OF COVINGTON, KENTUCKY

By: \_\_\_\_\_  
Joseph U. Meyer  
Mayor

COUNTY OF KENTON, KENTUCKY

By: \_\_\_\_\_  
Kris Knochelmann  
County Judge/Executive

COVINGTON INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Alvin Garrison  
Superintendent

614 MADISON YMCA LLC, a Kentucky  
limited liability company

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

## **EXHIBIT A**

### **PARCEL 1:**

PIDN# 054-23-07-001.00 Group No. 626 Plat No. 85

#### **Tract 1:**

All that parcel of real estate in the City of Covington, Kenton County, Kentucky.

Beginning at the Southeast corner of Madison Avenue and Cooper Street; thence south with the East line of Madison Avenue sixteen and one half (16 1/2) feet, thence East at right angles Fifty-Eight (58) feet; thence Northwardly on a line parallel with Madison Avenue sixteen and one half (16 1/2) feet to Cooper Street; thence Westwardly with Cooper Street Fifty-Eight (58) feet to the beginning.

#### **Tract 2:**

Situated in the City of Covington, Kentucky, County of Kenton, State of Kentucky, and beginning at a point in the South side of Pike Street, formerly called Cooper Street, at the Northeast corner of present Citizen's National Bank Building; said point being by survey fifty-seven and ninety-three hundredths (57.93) feet East of Madison Avenue; thence Eastwardly along the South line of Pike Street on ten (10) feet to a point and from this front extending back Southwardly between lines parallel with Madison Avenue thirty-two and sixty-six hundredths (32.66) feet.

Subject to the terms, conditions, and limitations of an unrecorded party wall agreement, which agreement, if any, is believed to exist by virtue of certain correspondence dated on various dates in the year 1911 between Grantor herein [Citizen's National Bank] and the Young Men's Christian Association of Covington, Kentucky ("YMCA"), whereby Grantor [Citizen's National Bank] and the YMCA entered into an agreement permitting Grantor [Citizen's National Bank] to use the west and north wall of the then existing YMCA building as a common wall and as the east wall for Grantor's [Citizen's National Bank] building constructed on the aforescribed property.

#### **Tract 3:**

Situate in the City of Covington, Kenton County, State of Kentucky, and beginning in the east line of Madison Street at a point sixteen and one half (16 1/2) feet south of the southeast corner of Cooper (Pike) and Madison Streets; thence running south with the east line of Madison Street, sixteen and one-half (16 1/2) feet to the north wall of the building formerly called the Magnolia House, with the right and privilege to join said wall; thence running east, at right angles to Madison Street, fifty-eight (58) feet to Sanford and Faley's old line; thence at right angles north with said line, sixteen and one-half (16 1/2) feet; thence west at right angles fifty-eight (58) feet to Madison Street, the place of beginning.

Subject to conditions, restrictions and easements of record and/or in existence. Said property being known and designated as 614 Madison Avenue, Covington, Kentucky.

Tracts 1, 2 and 3 being the same property conveyed to The City of Covington, Kentucky, by deed recorded November 25, 2019, of record in Book C6810, Page 302 of the Kenton County Clerk's Office.

**PARCEL 2:**

PIDN# 054-23-07-002.00      Group No. 626      Plat No. 85

Beginning at a point in the East line of Madison Avenue thirty-three (33) feet South of the South line of Pike (formerly called Cooper) Street, which is the common corner of the buildings of the Citizen's National Bank and the Y.M.C.A.; thence Southward with the East line of Madison Avenue one hundred three (103) feet, more or less, to an alley; thence East with the North line of said alley one hundred and seventy five (175) feet; thence North in a line parallel with Madison Avenue on hundred thirty-six (136) feet to the South line of Pike Street; thence Westwardly with the South line of Pike Street, one hundred and seven (107) [feet] and two (2) inches to the Citizens National Bank building; thence South in a Line Parallel with Madison Avenue, thirty-three (33) feet, more or less, to the common corner of the Bank and Y.M.C.A. buildings; thence Westwardly in a line parallel with Pike Street sixty-seven (67) feet, ten (10) inches to the place of beginning.

Subject to conditions, easements and restrictions of record and/or in existence.

Being the same property conveyed to the City of Covington, Kentucky, by deed recorded November 25, 2019, of record in Book C6810, Page 302 of the Kenton County Clerk's Office.

**PARCEL 3:**

PIDN# 054-23-07-003.00      Group No. 626, 627, 633, 634

Situated in the City of Covington, Kenton County, Commonwealth of Kentucky, lying along the south right of way line of Pike Street, being approximately 215 feet east of its intersection with Madison Avenue, as conveyed to the City of Covington by deed in D.B. 967 pg. 204, the boundary of which is particularly described as follows:

COMMENCING at the intersection of the east right of way line of Madison Avenue and the south right of way line of East Pike Street;

Thence along said south right of way line of Pike Street, North 78°53'23" East a distance of 175.00 feet to a cross notch set at the north east corner of a tract of land conveyed to the City of Covington, Kentucky in O.R. C6810 Pg. 302 and the POINT OF BEGINNING;

Thence along the south right of way of Pike Street, North 78°53'23" East a distance of 39.54 feet to a cross notch set at the northwest corner of a tract of land conveyed to the City of Covington in O.R. C5017 Pg. 180;

Thence along the west line of said property, South 11°06'37" East a distance of 135.62 to a cross notch set in the north right of way line of a 10 foot wide alley;

Thence along said right of way line. South 78°40'34" West a distance of 39.04 feet to a cross notch set at the southeast corner of the City of Covington (O.R. C6810 Pg. 302);

Thence along the east line of said parcel, North 11°19'11" West a distance of 135.77 feet to the POINT OF BEGINNING;

Said parcel contains 0.122 acres.

Bearings are based on State Plane Coordinates, Kentucky North 1601 (NAD 83).

This description is the result of a field survey in December of 2019, conducted by Cardinal Engineering under the direct supervision of Daniel K. York (P.L.S. 3581).

Being the same property conveyed to 614 Madison YMCA LLC, a Kentucky limited liability company, by deed dated January 29, 2020 and recorded at KC 4, Page 831 of the Kenton County Clerk's Office.

10325550.2

# 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>	10-20-20
<b>Legislative Meeting Date</b>	10-27-20
<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 10/9/20, 9 am

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

<b>Specific Nature of Request</b>
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO A COLLATERAL ASSIGNMENT OF THE PILOT AGREEMENT RELATING TO THE ARLINGTON DEVELOPMENT PROJECT TO PERMIT THE DEVELOPER'S LENDER TO PERFORM THE TERMS OF THE PILOT.

<b>Description of Request Including Background Information if Relevant</b>
ORD-119-20 authorized the Mayor to execute an Agreement in Lieu of Taxes (PILOT) with Arlington Properties relating to the development at the Chase Law School site. The developer is moving forward with closing on the industrial revenue bonds issued by Kenton County. The lender for the IRB transaction has requested all parties to the PILOT execute a Consent to Collateral Assignment of the PILOT to the lender that would permit the lender to perform the duties of the developer under the agreement if a default occurred. City's issuer counsel reviewed the Consent to Collateral Assignment and after negotiating the document, recommends moving forward as collateral assignments are a standard requirement by lenders in IRB transactions. The 100% PILOT payment to City will be unaffected.

<b>Company/Entity (if multiple, list all)</b>
C1P18 API TAPESTRY ON THE RIDGE LLC (developer)
Truist Bank (lender)

<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>
100% PILOT payment to City remains

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

## SIGNING ORDER

 \_\_\_\_\_ 10-14-20  
1. LEGAL DEPARTMENT REPRESENTATIVE DATE

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

 \_\_\_\_\_ 10/24/2020  
3. CITY MANAGER DATE

## CONSENT TO ASSIGNMENT

This Consent to Assignment is attached to and shall be deemed a material part of that certain **ASSIGNMENT OF CONTRACT AND CONTRACT RIGHTS (AGREEMENT IN LIEU OF TAXES)** (the "Assignment"), effective as of the \_\_\_ day of \_\_\_\_\_, 2020, from **CIP18 API TAPESTRY ON THE RIDGE LLC**, a Delaware limited liability company (hereinafter, "Borrower"), whose address is c/o Arlington Properties, Inc., 2 North 20th Street, Suite 700, Birmingham, Alabama 35203, Attn: James M. Dixon and William Morris, as assignor, as assignor, in favor of **TRUIST BANK**, a North Carolina banking corporation (the "Lender"), as assignee, whose mailing address is c/o W. Wesley Lee, Senior Vice President, Commercial Real Estate Manager, 2501 20th Place South, Suite 201, Birmingham, AL 35223. All terms not otherwise defined herein shall have the meaning given to such terms in the Assignment. As a condition to Lender making the Loan for construction of the Project, Lender requires that Borrower enter into the Assignment and that **CITY OF COVINGTON, KENTUCKY** (the "City"), the **COUNTY OF KENTON, KENTUCKY** (the "County"), the **KENTON COUNTY SCHOOL DISTRICT** (the "School District"), and the **COVINGTON INDEPENDENT SCHOOL DISTRICT** (the "Covington School District," together with City, County and School District, the "Authorities") execute and deliver this consent to the Assignment (this "Consent"). The Authorities will directly benefit from the Project and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. **Consent to Assignment.** Authorities hereby consent to the foregoing Assignment. The Authorities further acknowledge and agree that pursuant to the terms and conditions of the Assigned Agreement, Borrower has the right to assign the Collateral described therein.

2. **Agreements of Authorities.** Authorities agree as follows:

(a) Authorities shall make no changes in or amendments to the Assigned Agreement without the express prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Upon exercise of Lender's rights under the Assignment in connection with any foreclosure, conveyance in lieu of foreclosure or receivership of the property described in the Mortgage, and upon written notice to each of the Authorities of such exercise, the Authorities, shall be bound in accordance with all of the provisions of the Assigned Agreement to the transferee succeeding to Borrower's interests assigned pursuant to the Assignment (the "Successor Party"), and Successor Party shall be bound to the Authorities in accordance with all of the provisions of the Assigned Agreement, without the execution of any further instrument immediately upon Successor Party succeeding to Borrower's interest in and obligations under the Collateral .

(c) If Lender, by exercising its rights pursuant to the Assignment, should become obligated as a Successor Party to perform the covenants and obligations of Borrower under the Assigned Agreement, then, upon any further transfer of Borrower's interest in and obligations under the Assigned Agreement by Lender, all of such obligations (except for those

obligations, if any, in arrears) (i) of which Lender was given notice and a right to cure prior to becoming a Successor Party and/or (ii) which arose after Lender became a Successor Party and prior to said transfer) shall terminate as to Lender upon the assumption thereof by the Lender's transferee.

3. **Assumption of Rights.** The Authorities expressly acknowledge that Lender neither assumes nor has any obligation to the Authorities to exercise its rights under the foregoing Assignment but that the right and option to exercise such rights or declare an Event of Default rests in the discretion of Lender.

4. **Notice of Default.** By joining below, Borrower hereby directs each of the Authorities (and each of the Authorities agree) to notify Lender in writing concurrently with any notice given to Borrower of any default by Borrower under the Assigned Agreement, and the Authorities agree that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and the Authorities will not pursue any remedies under the Assigned Agreement if Lender cures such default within thirty (30) days (or in the case of a monetary default ten (10) days) from and after the expiration of the time period provided in the Assigned Agreement for the cure thereof by Borrower; provided, however that if such default (except for a monetary default) cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

5. **Address for Notice.** Any notice or other communication required or permitted to be given by this Consent shall be given in writing and shall be deemed received (i) as of the date of acceptance or rejection noted on the return receipt if delivered by U.S. Mail, certified or registered, with return receipt requested, or (ii) one (1) day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows:

**If to Lender:**

Truist Bank  
c/o W. Wesley Lee  
Senior Vice President  
Commercial Real Estate Manager  
2501 20th Place South  
Suite 201  
Birmingham, AL 35223

**If to City:**

City of Covington, Kentucky  
20 West Pike Street  
Covington, Kentucky 41011  
Attn: City Manager with copy to City Solicitor

If to School District:  
Kenton County School District  
1055 Eaton Drive  
Fort Wright, Kentucky 41017  
Attn: Superintendent

If to Covington School District:  
Covington Independent School District  
25 East 7th Street  
Covington, Kentucky 41011

If to County:  
County of Kenton, Kentucky  
1840 Simon Kenton Way  
Covington, Kentucky 41011  
Attn: County Judge/Executive

6. **No Third Party Beneficiary.** The Authorities acknowledge and agree that the Authorities are not third party beneficiaries of the Loan Documents by and between Borrower and Lender and have no interest whatsoever enforceable against Lender in the proceeds of the Secured Obligations and have no right of action under the Loan Documents to garnish, require or compel payment of proceeds of the Secured Obligations to be applied toward payment of any liabilities of Borrower under the Assigned Agreement.

7. **Miscellaneous.**

(a) This Consent shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

(b) Any provision in this Consent which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

(c) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Consent. The provisions of this Consent shall be construed without regard to the party responsible for the drafting and preparation hereof.

(d) Time is of the essence of this Consent and the performance of each of the covenants and agreements contained herein.

(e) This Consent and the obligations hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties signing the same and their respective heirs, executors, administrators, successors and assigns. Neither this Consent nor the Assignment must be recorded with any office as a condition to any party hereto or their heirs, executors, administrators, successors and/or assigns being entitled to benefit from the provisions hereof or thereof and/or to enforce any right, remedy and/or obligation set forth herein or therein.

(f) No modification, amendment, waiver or release of any provision of this Consent or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(g) This Consent may be executed and delivered in counterparts and is not required to be executed and delivered by all parties identified on the signature page hereof as a condition to Lender being entitled to the rights and benefits of this Consent and the Assignment with respect to those parties executing and delivering the same. Any Authority signing this Consent after the effective date hereof shall be deemed to have delivered the same on such effective date.

8. **Joinder/Indemnity by Borrower**. Borrower hereby joins in this Consent for the specific purposes of (i) authorizing the Authorities to act in accordance with this Consent and (ii) agreeing to indemnify, defend and save harmless the Authorities and their respective officers, commissioners, council members, employees, agents, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all liabilities, damages, penalties or judgments (hereinafter collectively referred to as the “Claims”) incurred by any Indemnified Party arising from or related to any action taken or payments made with respect to this Consent.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Consent to be effective as of \_\_\_\_\_, 2020.

**CITY OF COVINGTON, KENTUCKY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF KENTON, KENTUCKY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KENTON COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COVINGTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Joined by Borrower:

**CIP18 API TAPESTRY ON THE RIDGE LLC,**  
a Delaware limited liability company

By: CIP18 API Tapestry on the Ridge Holdings LLC,  
a Delaware limited liability company,  
its Sole Member

By: Arlington Covington, LLC,  
an Alabama limited liability company,  
its Administrative Manager

By: Arlington Properties, Inc.,  
an Alabama corporation,  
its Company Manager

By: \_\_\_\_\_  
James M. Dixon  
Its President

# 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>	10/20/20
<b>Legislative Meeting Date</b>	10/27/20
<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>
Chris Warneford

<b>Responsible Staff Person</b>
Chris Warneford

<b>Specific Nature of Request</b>
REQUEST APPROVAL OF AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET-DEPARTMENT OF HIGHWAYS, FOR THE MAINTENANCE AND REPAIR OF AN AGREED UPON SUBGROUP OF STATE-OWNED ROADWAYS BY CITY STAFF AT FAIR COMPENSATION.

<b>Description of Request Including Background Information if Relevant</b>
The Board of Commissioners adopted Order ORD-227-19 on October 1, 2019 establishing a priority to establish "A contract with the Kentucky Transportation Cabinet for the assumption of maintenance of state highways in the city except for I-75/71 and I-275, at fair compensation". Staff have worked with the Kentucky Transportation Cabinet, Department of Highways and the Legal Department to establish an equitable contract for the provision of limited maintenance and repair of a subgroup of state owned highways within Covington city limits. Adoption of the attached Order will initiate an agreement with the state for an initial term extending from October 1, 2020 to June 30, 2021. The initial term will provide an opportunity for the City to evaluate the benefit of providing this service and determine whether renewal of the contract remains beneficial for the City.

<b>Company/Entity (if multiple, list all)</b>
Kentucky Transportation Cabinet - Department of Highways

**SIGNING ORDER**

<b>Value/Cost</b>
Payment to City not to exceed \$31,363.50.

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

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

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

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

3.  \_\_\_\_\_  
CITY MANAGER DATE 10/14/2020

<b>Payment Terms</b>
Quarterly

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

AGREEMENT BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS  
AND  
THE CITY OF COVINGTON, KENTUCKY

THIS AGREEMENT made and entered into by and between the CITY OF COVINGTON, KENTUCKY, hereinafter referred to as the City and the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, hereinafter referred to as the Department.

WITNESSETH:

WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the City; and

WHEREAS, the City has agreed to perform for the Department certain work to repair and maintain certain state-owned roads within the limits of City.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I- OBLIGATIONS OF THE DEPARTMENT

Scope of Agreement:

(a) Within this Agreement, routine maintenance and repair refer to the minor upkeep and support (i.e. pothole repair) of certain state owned roadways located in Kenton County that are listed in yellow (being the first 13 columns) in Addendum A to this Agreement so as to preserve their proper functionality. Maintenance and repair activities are more fully defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications. Right-of-Way grass mowing, roadway striping, roadway signage, signal maintenance, application of roadside spray chemicals, guardrail repair, dead animal removal, and milling and paving of entire sections of the roadways will not be included in this Agreement. Extraordinary maintenance or special maintenance (i.e. roadway slide repair, bridge structure repair over and above normal maintenance, culvert replacements 36" or greater, extensive in-place patching or repairs normally requiring special funding sources) also will not be included in this Agreement. Should the need arise for extraordinary or special maintenance; the City shall notify the Department of said needed maintenance. The Department and the City will coordinate to determine if the maintenance is of extraordinary or special need, and if so, either program the repair work by contract or ask the City

to perform work and prepare a separate agreement for compensation. Compensation for any approved extraordinary or special maintenance shall be outside scope of work and the compensation established by this Agreement.

(b) Improvements are NOT covered by this Agreement and include the addition of roadway engineering features that are not currently a part of said roadways. City shall not undertake any improvements to said state roadways located within its border.

(c) In no event shall the City be responsible for, or party to, performance of any work on the interstate system.

(d) City shall additionally perform snow removal, plowing, and salting on all the state routes within the city limits listed in Addendum A, excluding KY 17 from Latonia Avenue to the city line south. These snow removal services shall be performed in accordance with the City's regular snow removal practices.

#### ARTICLE II- RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

- (a) Compensate the City a maximum of \$31,363.50 per year for the Term. City shall bill KYTC based on work performed at the rates for time, staff equipment, and material used listed in Addendum A. This funding shall be full compensation for all labor, equipment usage and materials needed to perform routine maintenance and repair of the roadways listed in Addendum B; except that the department shall furnish any salt, pipe, hotmix asphalt, channel lining and asphalt millings necessary during prosecution of the work.
- (b) Forward in a timely manner and keep accurate records of, any and all complaints from the public regarding conditions that would require the City to act to perform needed maintenance and repair.
- (c) Inspect roads within the borders of the City identified in Addendum C for maintenance and/or repair work and rate it in accordance with the standards set forth in the Maintenance Rating Program (MRP). Said inspections will be performed at random and without notice as determined by the Department. Upon a finding of substandard maintenance and/or repair, the Department may make recommendations for specific work to be done.

- (d) Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

October 2020- December 2020

January 2021- March 2021

April 2021 - June 2021

- (e) Make final inspections of all work completed by the City and/or its contractors.

### ARTICLE III - RESPONSIBILITY OF CITY

The City Shall:

(a) Pass an order authorizing the Mayor to sign this Agreement on behalf of the City. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.

(b) Contract for maintenance and repair services or provide said services with its own forces in compliance with K.R.S. 175 and K.R.S., 176 et. seq., and be totally responsible for supervision of City maintenance and repair including but not limited to maintaining proper traffic controls for the safety of the traveling public in accordance with the Manual on Uniform Traffic Control Devices during any and all maintenance and/or repair projects for all roads identified herein.

(c) Use the manuals for Maintenance, Traffic, Fields Operations Guide, Permits, Standard Drawings, and Standard Specifications as guidelines and/or standards for the maintenance and repair of roads identified in Addendum A. All work shall be done to meet a sufficiency rating of no less than 80 as determined to be accordance with the measurements outlined in Maintenance Rating Program (MRP). Any deficiencies (i.e. a sufficiency rating below 80) in maintenance within the City shall be promptly corrected. Any deficiencies in repair work (again, a sufficiency rating below 80) shall be corrected without further cost to the Department.

(d) Refer all permit requests to the Department for approval.

(e) Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary) and the time the remedial work was performed if said complaint is one that requires maintenance and repair under the Agreement. If remedial action was not deemed necessary, the record for the complaint will reflect why remedial action was not necessary.

(f) Keep accurate records of any and all maintenance and repair activities including

records of the actions taken to monitor the conditions of said roadways, the time, place, the type of work performed, the person or persons performing said work, and the materials used.

(g) Coordinate with the Department's Covington Section Supervisor or his designee to arrange for delivery or pickup of KYTC furnished materials.

(h) Submit a monthly summary of completed maintenance activities and their associated costs to the Department's Covington Section Supervisor.

(i) Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

October 2020 - December 2020

January 2021 - March 2021

April 2021 - June 2021

#### ARTICLE IV – INDEMNIFICATION & LIABILITY

(a) The City shall, to the extent allowed by law, indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the City or any of its agents in connections with their performance under this Agreement. However, the parties hereto acknowledge that the City shall not be responsible to third parties for failure to perform snow removal or to maintain or repair the state roads under this Agreement.

(b) The Department shall, to the extent allowed by law, indemnify and save harmless the City and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the Department or any of its agents in connections with their performance under this Agreement. The Department acknowledges that the services of City to be performed herein are provided as a convenience to the Department. The parties hereby agree that the Department shall retain primary liability to third parties for the conditions of the state roads covered under this Agreement, excluding areas where City has performed negligent or insufficient repair or maintenance work to the roads. The Department agrees not to bring claims or causes of actions against the City for failure to identify areas on the state routes needing repair or maintenance, or for failure to provide timely snow removal services.

#### ARTICLE V - GENERAL TERMS

(a) It is understood that the Department reserves the right to limit and/or direct the amount

and kind of maintenance and repair, subject to the limitations regarding City's repair and maintenance responsibilities described in Article I, depending on the actual need.

(b) The Department may, at any time, inspect records kept by the City related to this Agreement.

(c) This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties.

(d) This Agreement is effective October 1, 2020 and continuing through June 30, 2021 (the "Term"). The parties may renew this Agreement for additional one-year terms on a fiscal year basis by a writing authorized and signed by both Parties

(e) Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and City. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary's decision shall be final.

(f) The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.

(g) This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which financial obligations were made or which was commenced before the notice of termination was given.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By: \_\_\_\_\_  
Robert Yeager  
District 6 Executive Director

CITY OF COVINGTON, KENTUCKY

By: \_\_\_\_\_  
Joseph U. Meyer  
Mayor

**“ADDENDUM A”**

**RATES FOR CITY MAINTENANCE WORK & MATERIALS**

**Job Title**

**Hourly Rate**

**Overtime**

Seasonal Laborer	\$	15.00	\$	22.50
Laborer 5	\$	22.89	\$	34.33
Driver	\$	24.13	\$	36.19
Municipal Groundworker	\$	24.44	\$	36.66
Light Equipment Operator	\$	24.79	\$	37.18
Heavy Equipment Operator	\$	26.04	\$	39.06
Cement Brick Mason	\$	26.05	\$	39.06
Technician III	\$	28.71	\$	43.06
Right of Way Division Supervisor	\$	40.04	\$	60.06
Assistant to Public Works Administrator	\$	30.55	\$	45.82
Assistant Project Engineer	\$	33.67	\$	50.50
Project Engineer	\$	38.43	\$	57.64

## Equipment Report

Equipment	Description	Make	Model	Unit Cost	Active / Inactive
5001 Laser Level	Laser Level	Johnson	99-0028K	\$1.00	Active
AP1012 Pothole Patcher	2011 STEPP STPH4.0		n/a	\$75.60	Active
BU1818 Bobcat combo	2018 Bobcat bucket 74" combo	Bobcat	Bucket	\$120.00	Active
CE 0227 jack Hammer	2002 Jack Hammer	Kent		\$1.58	Active
CE 1938 Paver	Paver	Puckett	580	\$95.62	Active
CE 2047	2020 Titan Paint Sprayer	Titan	8955	\$32.52	Active
CE 2047 Paint Sprayer	Paint Sprayer	Titan	PL8955	\$15.00	Active
CE0022	2000 U S GENERAL GENERATOR	6000 Watt	N/A	\$3.35	Active
CE0023	2000 chain SAW	Stihl	MS 290	\$1.70	Active
CE0024	2000 GENERAC PRESSURE WASHER		n/a		Active
CE0100 Stihl Blower	2000 STIHL BLOWER		n/a	\$0.42	Active
CE0101 Screw Gun	2001 DEWALT SCREW GUN		n/a	\$0.15	Active
CE0102 Drill	2001 CHICAGO DRILL		N/A	\$0.05	Active
CE0103 BD Drill	2001 BLACK DECKER DRILL		n/a	\$0.05	Active
CE0104 Nail Gun	2001 HITACHI NAIL GUN		n/a	\$0.08	Active
CE0105 Belt sander	2001 CRAFTSMAN BELT SANDER		n/a	\$0.09	Active
CE0106 Kent jack Hammer	2001 KENT JACKHAMMER		n/a	\$1.58	Active
CE0108 roto zip saw	2001 ROTOZIP SAW		N/A	\$0.07	Active



CE0144	2001 DEWALT WIZ WHEEL			n/a		Active
CE0145	2001 DEWALT SAW			n/a		Active
CE0146	2001 DEWALT DRILL			n/a		Active
CE0147	2001 STIHL WEEDEATER	Stihl		n/a	\$1.70	Active
CE0419	2004 STIHL HEDGE TRIMMER			n/a		Active
CE0601	2006 EXMARK VIKING			N/A		Active
CE0617	2006 STIHL SAW			n/a	\$1.70	Active
CE0711	Chain Saw 2007 STIHL SAW (CHAIN)			n/a	\$1.25	Active
CE0712	2007 DIAMCRAFT SAW			N/A	\$3.45	Active
CE0801	2008 STIHL SAW			N/A	\$2.65	Active
CE0820	2008 STIHL BLOWER			N/A		Active
CE0929	2009 TROY-BILT EDGER			n/a		Active
CE1001	2010 EXMARK LZZ29KA606			NO TAG	\$13.00	Active
CE1002	2010 STIHL WEEDEATER			NA		Active
CE1014	2010 FECON BH74SS			UD	\$115.35	Active
CE1017	2010 STIHL BLOWER (B/P)			n/a	\$1.50	Active
CE1018	2010 DAYTON GRINDER			n/a		Active
CE1019	2010 STIHL BLOWER			n/a	\$1.50	Active
CE1020	2010 OREGON BLADE			n/a		Active
CE1021	2010 STIHL WEEDEATER			n/a	\$1.20	Active
CE1022	2010 CATERPILLAR BUCKET			n/a	\$1.10	Active
CE1023	2010 JOHN DEERE BUCKET			N/A		Active
CE1026	2010 ECHO SAW (CHAIN)			n/a	\$1.20	Active
CE1037	2010 STIHL SAW (CHAIN)			N/A	\$1.20	Active
CE1039	Lazer Level 2010 DEWALT LAZER LEVEL			n/a	\$2.09	Active
CE1040	2001 PORTER CABLE GRINDER			n/a		Active

CEI041	2010 STIHL BLOWER		n/a	\$1.20	Active
CEI042	2010 STIHL BLOWER		n/a	\$1.20	Active
CEI044	2010 STIHL BLOWER		n/a	\$1.20	Active
CEI045	2010 INGERSOL RAND AIR TANK		n/a	\$7.60	Active
CEI046	2015 STIHL SHEAR (PUSH)		n/a	\$1.10	Active
CEI047	2010 HONDA MOWER (PUSH)		N/A	\$1.85	Active
CEI048	2010 COMPANION SAW		n/a		Active
CEI049	2010 STIHL WEEDEATER		n/a	\$1.20	Active
CEI050	2010 STIHL WEEDEATER		n/a	\$1.20	Active
CEI051	2010 CLASSEN AERATOR		n/a	\$3.60	Active
CEI052	2010 HONDA PRESSURE WASHER		n/a		Active
CEI053	2010 ARTS FORKS		N/A	\$3.48	Active
CEI054	2014 DEWALT GRINDER		n/a	\$0.78	Active
CEI055	2000 STIHL WEEDEATER		N/A		Active
CEI058	2000 STIHL SAW		n/a	\$3.45	Active
CEI059	2010 TROY-BILT EDGER		N/A		Active
CEI060	2010 STIHL SAW		N/A	\$3.60	Active
CEI061	2010 STIHL SAW		n/a	\$1.40	Active
CEI062	2010 STIHL SAW (CHAIN)		N/A	\$0.00	Active
CEI063	2010 STIHL SAW (CHAIN)		n/a	\$3.45	Active
CEI104	2011 CENTRAL FLOOR JACK		N/A		Active
CEI105	2011 DEWALT IMPACT WRENCH		N/A		Active
CEI107	2011 STIHL BLOWER		NA		Active
CEI108	2011 STIHL BLOWER		NA		Active
CEI109	2011 STIHL WEEDEATER		NA	\$1.20	Active
CEI110	2011 BRADCO SG30		NA	\$45.00	Active
CEI111	2011 D L DINNING RADIAL STACKER		N/A	\$24.00	Active
CEI112	2012 NORTHSTAR 1114M		ud	\$6.10	Active



CE1360	5050 CAMPBELL HAUSEFE AIR COMP		N/A			Active
CE1361	5050 DEWALT SCREW GUN		N/A			Active
CE1375	2013 STIHL WEEDEATER		N/A			Active
CE1376	2013 STIHL WEEDEATER		N/A			Active
CE1377	2013 STIHL SAW (CHAIN)		N/A	\$3.45		Active
CE1378	2013 STIHL SAW (CHAIN)		N/A	\$1.20		Active
CE1379	2013 STIHL SAW		N/A	\$1.20		Active
CE1381	2013 STIHL WEEDEATER		N/A			Active
CE1382	2013 STIHL WEEDEATER		N/A			Active
CE1395	2013 BILLY GOAT BRUSH CUTTER		N/A			Active
CE1398	2013 STIHL BLOWER (B/P)		N/A			Active
CE1399	2013 STIHL BLOWER (B/P)		N/A			Active
CE1401 Little tamp	2013 NORTHERN IND COMPACTOR		N/A	\$1.15		Active
CE1402	2013 STIHL WEEDEATER		NA			Active
CE1403	2013 STIHL WEEDEATER		N/A			Active
CE1404	2013 STIHL WEEDEATER		n/a			Active
CE1409	2014 BADLAND WINCH		NA/	\$7.00		Active
CE1410	2014 NORTHSTAR SPRAYER		N/A	\$6.00		Active
CE1411	2014 LANDA PRESSURE WASHER		n/a			Active
CE1413	2014 STIHL BLOWER		n/a			Active
CE1414	2014 STIHL SAW		n/a	\$1.20		Active
CE1415	2014 HONDA WATER PUMP		N/A	\$2.20		Active
CE1416	2014 STIHL SAW (CHAIN)		n/a	\$1.20		Active
CE1417	2014 CATERPILLAR EXCAVATOR		N/A	\$0.00		Active

CE1418	2014 MILLER WELDER	Miller Tig welder		N/A	\$3.10	Active
CE1419	2014 STIHL SAW (CHAIN)			N/A	\$3.45	Active
CE1421	2015 CATERPILLAR BUCKET			N/A	\$1.85	Active
CE1422	Sign Shop Printer	HP		310 Latex Inkjet Printer	\$54.00	Active
CE1503	2015 HYPERTHERM POWERMAX 85			N/A		Active
CE1506	New quickie saw			N/A	\$7.00	In-Active
CE1511	2014 STIHL WEEDEATER			N/A		Active
CE1513	2015 STIHL BLOWER			N/A	\$1.50	Active
CE1514	2015 STIHL WEEDEATER			N/A	\$1.20	Active
CE1515	2015 STIHL BLOWER			N/A	\$1.50	Active
CE1516	2015 STIHL SAW			N/A	\$1.60	Active
CE1517	2015 STIHL WEEDEATER			N/A	\$1.20	Active
CE1518	2015 VERMEER BC1500			N/A	\$35.00	Active
CE1519	2015 STIHL WEEDEATER			n/a		Active
CE1520	2015 STIHL WEEDEATER			n/a		Active
CE1521	2015 STIHL BLOWER			N/A		Active
CE1522	2015 STIHL SPRAYER			n/a		Active
CE1523	2015 STIHL BLOWER (B/P)			N/A		Active
CE1524	2015 STIHL BLOWER			N/A		Active
CE1525	2015 STIHL BLOWER			N/A		Active
CE1526	2015 HONDA PUMP	Honda		2"	\$6.75	Active
CE1527	2015 STIHL BLOWER (B/P)			n/a		Active
CE1528	2015 STIHL BLOWER			n/a		Active
CE1602	2016 STIHL SAW			n/a	\$1.60	Active
CE1603	2016 STIHL SAW			n/a	\$1.80	Active
CE1604	2016 STIHL SAW			n/a		Active
CE1605	2016 JOHN DEERE FLAIL (CENTER)			n/a		Active
CE1606	2016 HOOVER VACUUM			N/A		Active
CE1607	2016 STIHL BLOWER			n/a		Active

CE1608		2016 STIHL SPRAYER	Stihl		back pack sprayer	\$6.00	Active
CE1609		2016 STIHL SAW			n/a	\$7.20	Active
CE1610		2016 STIHL CART			n/a		Active
CE1611		2016 STIHL WATER PUMP			n/a		Active
CE1612		2016 STIHL SPRAYER			n/a		Active
CE1613	portable generator	2016 GENERAC GENERATOR			n/a	\$2.35	Active
CE1614	portable generator	2016 GENERAC GENERATOR			n/a	\$2.35	Active
CE1615		2016 CHAMPION GENERATOR			n/a		Active
CE1617		2016 STIHL WEEDEATER			n/a		Active
CE1620		2016 STIHL SAW (CHAIN)			n/a	\$3.45	Active
CE1621		2016 HARPER MOWER (SLOPE)			N/A		Active
CE1622		2016 STIHL BLOWER			N/A		Active
CE1623		2016 STIHL WEEDEATER			n/a		Active
CE1624		2016 STIHL WEEDEATER			n/a		Active
CE1626		2016 SALT DOG SPREADER			n/a	\$7.50	Active
CE1627		2016 SALT DOG SPREADER			n/a		Active
CE1628		2016 STIHL BLOWER			n/a		Active
CE1629		2016 BLACK DECKER DRILL			n/a		Active
CE1742	Cordless drill	2017 DEWALT CORDLESS			n/a	\$1.20	Active
CE1743	Cordless Drill	2017 DEWALT CORDLESS			n/a	\$1.20	Active
CE1744		2017 DEWALT SAW			n/a		Active
CE1747		2017 STIHL SPRAYER			N/A		Active
CE1749	Hammer Drill	2017 HITACHI HAMMER DRILL			n/a	\$1.07	Active
CE1750	new blower	2017 STIHL BLOWER (H/H)			n/a	\$1.20	Active
CE1751		2017 STIHL WEEDEATER			n/a		Active
CE1752		2017 STIHL WEEDEATER			n/a		Active

CE1753	2017 HONDA GENERATOR	honda		3000 is	\$3.35	Active
CE1754 New Tamp	2017 WACKER 1550 AW			n/a	\$16.10	Active
CE1756	2017 STIHL BLOWER			n/a	\$1.35	Active
CE1758	2017 STIHL SAW (CHAIN)			N/A	\$1.40	Active
CE1759	2017 STIHL SAW			n/a	\$1.20	Active
CE1760	2017 STIHL SAW (CHAIN)			n/a	\$1.20	Active
CE1761	2017 STIHL SAW (CHAIN)			n/a	\$1.40	Active
CE1764	2018 DEWALT DRILL			n/a		Active
CE1765	2017 DEWALT DRILL			n/a		Active
CE1766	2017 STIHL WEEDEATER			n/a		Active
CE1767	2017 STIHL WEEDEATER			n/a		Active
CE1768	2017 STIHL SAW (CHAIN)			n/a		Active
CE1770 Hydraulic Breaker	2017 FRD KENT	Kent		FRD	\$9.72	Active
CE1808	2018 STIHL BLOWER			n/a		Active
CE1809	2018 STIHL BLOWER			n/a		Active
CE1812	2018 GRACO MAGNUM X7			N/A	\$0.00	Active
CE1817 Mini excavator	Mini excavator	Caterpillar		excavator	\$20.00	Active
CE1828	BOX for LEAF MACHINE	OLD DOMINION		LCB500 8' standard	\$1.00	Active
CE1829	BOX for LEAF MACHINE	OLD DOMINION		LCB5008 8' standard	\$1.00	Active
CE2018	STIHL Weedeater	STIHL		Weedeater	\$15.40	Active
CE2019	STIHL Weedeater	STIHL		Weedeater	\$15.40	Active
CE2021	STIHL Hedge Trimmer	STIHL		Hedge Trimmer	\$2.77	Active
CE2022	HUSQVARNA	HUSQVARNA		Pruner	\$2.59	Active
CE2027	Predator Post Hole Digger	PREDATOR		Posthole Digger Red	\$1.91	Active
CE2028	STIHL Brush Cutter	STIHL		Brush Cutter	\$119.52	Active
CE2029	Johnson Lazer Level	Johnson		Lazer Level	\$1.80	Active
CE2030	PJ FABRIQUE	PJ Fabrique		Trailer black	\$16.71	Active
CE2030	PJ Trailer	PJ Fabrique		16 ft 83" tandem axle channel utility	\$8.00	Active
CE2035	PJ Fabrique Trailer	PJ Fabrique		Trailer	\$16.71	Active





CV1397	2013 JOHN DEERE GATOR	John Deere	TS Gator	\$10.20	Active
CV1405	2014 FORD F350	Ford	P9100	\$22.85	Active
CV1406	2014 FORD F350		P9101		Active
CV1407	2014 STIHL WEED EATER		N/A	\$1.20	Active
CV1408	2014 KENWORTH T370		C0910		Active
CV1420 Backhoe	2014 CASE BACKHOE		N/A	\$42.23	Active
CV1500	2015 FORD F350	Ford	C1349	\$22.85	Active
CV1501	2015 FORD F350		C1348		Active
CV1502	2015 FORD F350		C1350		Active
CV1504	2015 EXMARK LAZER S		N/A		Active
CV1505	2015 EXMARK LAZER S		N/A		Active
CV1509	2015 EXMARK LAZER Z		N/A		Active
CV1510	2015 EXMARK LAZER Z		N/A		Active
CV1529	2015 FORD F550		C7215	\$29.00	Active
CV1600	2016 FORD F550		C5167		Active
CV1601	2016 FORD F550		C5168		Active
CV1618	2016 P J FABRIQUE TRAILER		n/a		Active
CV1733	2017 FORD F3504X4		C7221		Active
CV1734	2017 FORD F3504X4	Ford	C7220	\$22.85	Active
CV1735 Sign Truck	2017 FORD F350		C7222	\$17.65	Active
CV1736	2017 FORD F150		C7225	\$17.65	Active
CV1737 Ladder Rack truck	2017 FORD F150		C7219	\$17.65	Active
CV1738	2017 FORD F150	Ford	C7227	\$17.65	Active
CV1739	2017 FORD F150	Ford	C7226	\$17.65	Active
CV1740 John's Truck	2017 FORD F3504X4		C7218	\$15.97	Active
CV1741 Kenworth	2017 KENWORTH T370		C7230	\$77.60	Active
CV1755	2017 P J FABRIQUE TRAILER		L3670		Active
CV1757	2017 FORD F550		D0265	\$29.00	Active
CV1816	Exmark Lazer 60" Commercial zero turn	EXMARK	Lazer Z	\$13.88	Active
CV1818 Bobcat	2018 Bobcat skidloader	Bobcat	Skidloader	\$37.00	Active
CV1819	LEAF MACHINE 2018	OLD DOMINION	LTC650	\$23.75	Active
CV1820	Leaf Machine	Old Dominion	LTC650	\$23.75	Active
CV1821	Kubota Mower	Kubota	Mower	\$0.00	Active

CV1823		2018 Bobcat Tracked Loader	Bobcat		195 Tracked Loader	\$47.77	Active
CV1825		Kubota Mower	Kubota		Mower	\$38.47	Active
CV1830	Honda Generator	Generator	Honda		EU 2200 I	\$3.35	Active
CV1902	Predator	3" trash pump	Predator		3"	\$7.99	Active
CV1914	Ford F150	2019 Ford F150	Ford		F150	\$12.30	Active
CV1915	Ford 1/2 Ton Pickup Extended Cab	2019 Ford F150 1/2 Ton Extended Cab	Ford		F150	\$12.30	Active
CV1916	2019 Ford F150 1/2 Ton Extended Cab	2019 Ford F150 1/2 Ton Extended Cab	Ford		F150	\$12.30	Active
CV1917	2019 Ford F150 1/2 Ton extended cab	2019 Ford F150 Extended cab	Ford		F150	\$12.30	Active
CV1939		Ford F550 White	Ford		F550	\$77.50	Active
CV1940		Ford F550 White	Ford		F550	\$91.65	Active
CV1941		Ford F550 White	Ford		F550	\$91.65	Active
CV2020		Trailer	PJ Fabrique		TJ243 carhauler tilt	\$18.94	Active
CV2020		PJ Fabrique Trailer	PJ Fabrique		Trailer Black	\$30.52	Active
CV2031		Kubota Riding Mower Orange	Kubota		Riding Mower Orange	\$15.70	Active
CV2031		Kubota Riding Mower	Kubota		zero turn ZD1211-60	\$17.77	Active
CV2032		Ford F250 4x4	Ford		F250 4x4 White	\$22.99	Active
CV2043		2020 Ford F350	Ford		F350	\$17.00	Active
CV2044		2020 Ford F350	Ford		F350	\$17.00	Active
CV2045		2020 Ford F350	Ford		F350	\$17.00	Active
CV2046		2020 Ford F350	Ford		F350	\$17.00	Active
CV9703	Yellow trailer drag	1997 INTERNATIONAL TRAILER			UD	\$13.10	Active
CV9704		1997 EAGER BEAVER TRAILER			N/A	\$3.10	Active
DB1012	Dump bed	2011 WARREN W450			NA	\$0.00	Active
DB1408		2014 WARREN WXL-10			n/a		Active
DB1741	Dump Bed	2017 WARREN WXL-10			n/a	\$15.79	Active
PD050		2008 JOHN DEERE GATOR			UD	\$6.40	Active
PL1741	Plow	2017 HENDERSON PLOW			n/a	\$0.00	Active
PW0017	Pump Trash	2000 PACER TRASH PUMP			n/a	\$0.00	Active
PW0025		2010 STIHL BLOWER			n/a		Active

PW0028	2000 STIHL SAW		n/a	\$3.45	Active
PW0029	2000 STIHL SAW		n/a	\$3.45	Active
PW0125	2001 CRAFTSMAN SAW		n/a	\$3.45	Active
PW0202 Pickup	2002 CHEVROLET 1500		UD	\$17.65	Active
PW0206	2002 STIHL SAW		n/a		Active
PW0216 Air Compressor	2002 INGERSOL RAND 185		UD	\$18.39	Active
PW0226	2002 CASE 580M	Case	580 sm	\$38.60	Active
PW0227 Kent Hammer Drill	2002 KENT AIR HAMMER DRILL		N/A	\$2.79	Active
PW0328	2003 FORD F550		KM0466		Active
PW0329 Platform truck	2003 FORD F550		UD	\$11.35	Active
PW0330	2003 DEWALT DRILL		n/a	\$0.52	Active
PW0335	2003 JUNGLE JACK LIFT (EQUIP)		n/a		Active
PW0338	2003 PULLMAN-HOLT BURNISHER		N/A		Active
PW0339	2003 PULLMAN-HOLT STRIPER		N/A		Active
PW034 Paver Box	1976 LAYTON MS-708A		UD	\$1.17	Active
PW0401 pickup	2004 CHEVROLET 1500		M3903	\$18.19	Active
PW0404	2004 FORD F550		D0277	\$72.05	Active
PW0413 pickup	2004 CHEVROLET 2500		M2438	\$0.00	Active
PW0414	2004 CHEVROLET 2500	Chevrolet	M2440	\$17.65	Active
PW0415 pickup	2004 CHEVROLET 2500		M2440	\$7.73	Active
PW0417	2004 TENNANT 6650XP		UD		Active
PW049 wooden trailer	1999 HOMEMADE TRAILER		UD	\$0.29	Active
PW0600 Roller	2006 BOMAG BW120AD		UD	\$22.30	Active
PW0601	2006 STIHL SAW		n/a		Active
PW063	2006 STIHL WEED EATER		n/a		Active
PW072	2006 STIHL TRIMMER		N/A		Active
PW0803	2008 FORD F250		N4706		Active
PW0804 Gene's Truck	2008 FORD F250		N4704	\$13.40	Active

PW0810	old Tamp	2008 WACKER 1550 AW		na	\$15.10	Active
PW0811	electric jack hammer	2008 BOSCH JACKHAMMER		n/a	\$1.45	Active
PW0815	welder	2008 PC WELDER WELDER		n/a	\$6.50	Active
PW085		1998 OLD DOMINION LEAF BOX		N/A		Active
PW086		1998 DEWALT DRILL		n/a	\$0.47	Active
PW10		2005 STIHL BLOWER		NA		Active
PW11		2005 STIHL BLOWER		N/A		Active
PW120	Stedt	1975 GMC STEDT		UD	\$27.81	Active
PW128		1999 CLARK WELDER		n/a	\$0.00	Active
PW14		2005 STIHL BLOWER		n/a		Active
PW185		1994 STIHL SAW		n/a		Active
PW216		2002 INGERSOL RAND 185	Ingersol Rand	185	\$18.39	Active
PW266	Air Compressor	1995 INGERSOL RAND 185		NA	\$18.39	Active
PW269		2002 KUBOTA TRACTOR		NA		Active
PW310		1998 SCAT TRAK 1800CX		UD	\$0.00	In-Active
PW311		1998 OLD DOMINION LCT60C		UD	\$0.00	In-Active
PW313		1998 OLD DOMINION LCT60C		UD	\$0.00	In-Active
PW319	Trailer	1998 HOMEMADE TRAILER		UD	\$0.53	Active
PW343		1997 MILWAUKEE SAW		n/a	\$0.47	Active
PW349		1997 WOODS R105		UD	\$0.00	In-Active
PW374	Roller drag	1998 BETTER BUILT TRAILER		UD	\$2.12	Active
PW405		1999 OLD DOMINION LEAF BOX		N/A		Active
PW414		1999 LANDA PRESSURE WASHER		N/A	\$0.00	In-Active
PW417	Kent Hammer Drill	1999 KENT AIR HAMMER DRIL		n/a	\$0.00	Active
PW418		1999 BETTER BUILT TRAILER		UD		Active

PW422	1999 BILLY GOAT VACUUM			N/A			Active
PW425	1999 OLD DOMINION LCT60C			UD			Active
PW534	1974 POWER CURBER CURBER			N/A		\$0.47	Active
PW573	2008 STIHL TRIMMER			N/A			Active
PW593	1993 STIHL TRIMMER			N/A			Active
PW596	2005 STAGE SAW			n/a			Active
RM0004	2000 GENIE LIFT (EQUIP)			n/a		\$1.59	Active
RM0011	2006 IMER MINIMIX 130		Minimix	IMER		\$3.05	Active
RM0013	2000 KUBOTA ZD326			UD		\$21.87	In-Active
RM0014	2000 KUBOTA ZD326			UD		\$0.00	In-Active
RM007	1980 FORD 531			UD		\$0.00	In-Active
RM008	1998 WOODS R105			N/A		\$0.00	In-Active
RM0106	2001 POLARIS MAGNUM 325		Polaris	325 two wheel drive		\$10.20	Active
RM0123	2001 EXMARK LAZER Z			UD			Active
RM0126	2001 VERMEER BC625			UD		\$8.60	Active
RM0141	2001 INTERNATIONAL TRAILER			KL0623		\$3.10	Active
RM0142	2001 INTERNATIONAL TRAILER			UD			Active
RM0147	2001 STIHL SAW			N/A		\$1.40	Active
RM0205	2002 FORD F250			KK7164			Active
RM0206	2002 JOHN DEERE 5205			UD			Active
RM0326	2003 INTERNATIONAL TRAILER			UD			Active
RM0401	2004 CHEVROLET 1500			M3902		\$12.30	Active
RM0402	2004 CHEVROLET 1500		Chevrolet	M3901		\$12.30	Active
RM0403	2004 FORD RANGER		Ford	M3904		\$12.30	Active
RM0416	2004 POWERBOSS LITTERBOSS VACU			N/A			Active

RM0812	2008 KUBOTA ZD331				n/a			Active
RM0814	2008 VERMEER BC1000 XL				UD		\$16.80	Active
RM083	1976 INTERNATIONAL 464	International			464 Tractor		\$20.95	Active
RM084	1978 INTERNATIONAL 584				UD			Active
RM087	2007 GENERATOR GENERATOR				n/a		\$2.80	Active
RM095	2006 STIHL BLOWER				n/a			Active
RM109	1989 RYAN AERATOR				n/a			Active
RM125	2000 LAND PRIDE FDR 3590				UD			Active
RM155	2001 KIFCO HOSE REEL	KIFCO			110		\$11.00	Active
RM171	2006 STIHL SAW				N/A		\$1.20	Active
RM198	2006 STIHL SAW (CUTOFF)	Stihl			TS 460		\$7.20	Active
RM234	2002 VERMEER SC252				NO TAG		\$30.00	Active
RM235	2007 HONDA MOWER				n/a			Active
RM2463	2006 STIHL SAW (CHAIN)				n/a		\$1.20	Active
RM292	1995 JOHN DEERE 5300				NO TAG			Active
RM299	1995 Danuser POSTHOLE DIGGER				N/A		\$3.10	Active
RM3102	2006 STIHL BLOWER				N/A			Active
RM376	1998 MAXIM TILLER				n/a			Active
RM410	2006 STIHL WEEDEATER				n/a			Active
RM421	2004 STIHL TRIMMER				N/A			Active
RM460	1990 FORD 6610				NO TAG			Active
RM522	1991 NOMANCO TRAILER				N/A			Active
RM533	1991 NOMANCO TRAILER				NO TAG		\$0.00	In-Active
RM571	1992 INGERSOL RAND AIR COMP				N/A			Active
RM593	2005 STIHL SAW (CHAIN)				N/A		\$3.60	Active

RM771	2010 STIHL SAW (CHAIN)	n/a	\$2.80	Active
RM773	2010 STIHL SAW (CHAIN)	n/a	\$1.20	Active
RM775	2000 STIHL SAW	n/a		Active
RM9901	1999 FORD F450	KK0731	\$0.77	Active
VB1741 V-Box Stainless	2017 HIGHWAY E2020XT-10	n/a	\$13.15	Active

## Material

8/1/2020 - 8/19/2020

Material	Unit Cost
5000 12" LED signal green	\$21.24
5000 25 MPH	\$13.50
5000 30" Do Not enter	\$27.16
5000 banner material 38 inch pvc single sided	\$0.35
5000 Banner Tape	\$0.12
5000 Black Vinyl	\$0.91
5000 Blank Sheeted 12" X 18"	\$6.54
5000 Blank Sheeted 24" X 24"	\$9.80
5000 Cardinal Red Vinyl 7725-53	\$1.38
5000 Clear Transfer Tape	\$0.86
5000 Complete Street Marker including vinyl	\$17.72
5000 Glass Beads	\$0.50
5000 Handicap Sign	\$6.18
5000 High Intensity Grade Yellow	\$3.75
5000 Led Light Head Mainstrasse	\$1,567.50
5000 Led Lighting Pendant MLK	\$1,675.00
5000 Mainstrasse light pole	\$662.00
5000 No Parking Tow Away	\$6.18
5000 One Way Right Single sided	\$12.59
5000 Printer ink	\$0.25
5000 Printhead usage	\$0.18
5000 Stop Sign 30"	\$21.00
5000 Street marker bracket bottom	\$4.50
5000 U Channel 2lb X 10FT	\$16.75
5000 White Traffic Paint	\$25.13
5000 Yellow Traffic Paint	\$25.13
5001 #2 Limestone	\$18.75
5001 Asphalt Summer	\$71.00
5001 Bag Mortar mix	\$6.39

5001 Brick Paver 1.25" Chestnut brown Riverside Dr.	\$1.00
5001 Tack	\$5.45

**"ADDENDUM B"**

**STATE ROADS TO BE ROUTINELY MAINTAINED AND  
REPAIRED BY CITY**

### State Routes in Covington, KY (Non-Interstate)

ROUTE	ROAD NAME	FROM	MP	TO	MP	LENGTH
US 25	US 25/Main Street	Just South of Mt. Allen Rd	11.815	Ohio River Bridge	13.587	1.772
KY 8	Highway Ave/5th St	West Street	5.471	Campbell County	7.662	2.191
KY 8 One-Way	4th Street	Crescent Ave	6.434	Garrard St	7.414	0.98
KY 16	Winston Ave	Banklick Creek Bridge	14.106	KY 17	15.871	1.765
KY 17	Madison Pike/Greenup St	Latoria Ave	20.456	Second St	23.909	3.453
KY 17 One-Way	Scott St	20th St	22.238	KY 17 Split	23.803	1.565
KY 177	Decoursey Ave	Banklick Creek Bridge	19.248	KY 16	20.360	1.112
KY 1072	Highland Pike	Magellan Round a Bout	0.000	Railroad Bridge	0.404	0.404
KY 1120	12th Street	I-75 Ramp	0.000	Licking River Bridge	1.048	1.048
KY 1120 One-Way	11th Street	12th St at Russell	0.437	Licking River Bridge	1.127	0.69

Total      14.98 miles

**"ADDENDUM C"**

ORDER

**COMMISSIONERS' ORDER. \_\_\_\_\_**

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET-DEPARTMENT OF HIGHWAYS, FOR THE MAINTENANCE AND REPAIR OF AN AGREED UPON SUBGROUP OF STATE-OWNED ROADWAYS BY CITY STAFF AT FAIR COMPENSATION.

\* \* \* \*

WHEREAS, the Public Works Department was instructed by the Board of Commissioners to evaluate the assumption of maintenance of state highways in the city except for I-75/71 and I-275, at fair compensation (ORD-116-20); and

WHEREAS, The Department of Highways, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the City; and

WHEREAS, the City has agreed to perform for the Department of Highways certain work to repair and maintain certain state-owned roads within the limits of the City at fair compensation; and

WHEREAS, the completion of scheduled City tasks shall always take precedence over non-emergency state road repair and maintenance; and

WHEREAS, the initial term of the agreement is effective October 1, 2020 and continuing through June 30, 2021 (the "Term"), and

WHEREAS, the parties may renew this Agreement for additional one-year terms on a fiscal year basis by a writing authorized and signed by both Parties, and

WHEREAS, it is now recommended that the City enter into an agreement with the Commonwealth of Kentucky Transportation Cabinet, Department of Highways to provide the agreed upon maintenance and repair.

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 a contract with the Commonwealth of Kentucky Transportation Cabinet, Department of Highways for the maintenance and repair of agreed upon state highways by City staff at fair compensation.

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: \_\_\_\_\_