

**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER APPROVING THE EMPLOYMENT OF JACOB NOE AS A  
PATROL OFFICER GRADE VI WITH THE COVINGTON POLICE  
DEPARTMENT, EFFECTIVE JANUARY 17, 2021.

\* \* \* \*

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 the employment of Jacob Noe as a Patrol Officer Grade VI with the Covington Police Department, effective January 17, 2021.

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: \_\_\_\_\_

**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER AUTHORIZING A ONE-YEAR RENEWAL OF THE HIRING CONTRACTS OF WESLEY COOK AND DAVID FINAN, JR. AS PATROL OFFICERS GRADE VI WITH THE COVINGTON POLICE DEPARTMENT PURSUANT TO KRS 95.022.

\* \* \* \*

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 a one-year renewal of the hiring contracts of Wesley Cook and David Finan, Jr. as Patrol Officers Grade VI with the Covington Police Department pursuant to KRS 95.022.

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: \_\_\_\_\_

**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER AUTHORIZING THE PURCHASE OF 36 SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED EQUIPMENT FROM 911 FLEET AND FIRE EQUIPMENT, IN AN AMOUNT OF \$298,429.00.

\* \* \* \*

WHEREAS, the current apparatus used by the Fire Department is reaching its end of life cycle and need to be replaced; and

WHEREAS, after the RFP process, 911 Fleet and Fire Equipment was selected; and

WHEREAS, the project will be financed through unassigned balance fund and repaid over five years from the Fire Department's budget.

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 purchase of 36 self-contain breathing apparatus and associated equipment from 911 Fleet and Fire Equipment, in an amount of \$298,429.00

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: \_\_\_\_\_



# Quotation

# EST-004260

## 911 Fleet and Fire Equipment

11 Lendale Drive  
 Florence, Kentucky 41042  
 877-605-2378  
 859-371-0131

### Bill To

**Covington Fire Department (KY)**  
 100 E Robbins St  
 Covington, KY 41011

### Ship To

100 E Robbins St  
 Covington, KY 41011

Quotation Date

12/09/2020

Sales Person :

Nick Nazzarine

#	Item & Description	Qty	Rate	Amount
1	<p>SCOTT SAFETY-AIRPAK-X3            SKU : X3-CUSTOM            SCOTT SAFETY AIRPAK X3 MODEL            CONFIGURATOR NUMBER: X8915025005A04            X3P-SnapChange,5,S,QD 18,PKTR, Sems II            Details:            SCBA package includes:            - (1) SCBA -                (with options listed below)            - (2) Cylinders -                Carbon fiber, 45MIN, 5500 psi Cylinders with Snap change connection.</p> <p>note: (1 cylinder + 1 additional spare cylinder included with each SCBA package purchased for a total of 36 SCBA and 72 cylinders)</p> <p>SCBA options included in price above:            X3Pro. 2018 standard - 5500psi w/snap-change connection            Parachute Buckles            Quick Connect in regulator line - Rectus            Console: Pass w/ Pack-Tracker &amp;            Sems II accountability system</p>	36.00 Each	6,929.00	249,444.00
2	<p>SCOTT SAFETY - 201215-28            SKU : 201215-28            AV-3000 HT FACEPIECE, 4-STRAP, MEDIUM, RT COMM BRACKET            Scott Safety Face piece            Kevlar head harness            With bracket for voice amp            sizes: TBD</p>	36.00 EACH	277.00	9,972.00

#	Item & Description	Qty	Rate	Amount
3	SCOTT SAFETY - 201564-12 SKU : 201564-12 RJT-Pak FA - CEB- 5500	2.00 EACH	2,059.00	4,118.00
4	SCOTT SAFETY-201568-01-D SKU : 201568-01-D CYL&VALVE ASSY- 5500-45	2.00 EACH	1,146.00	2,292.00
5	SCOTT SAFETY - 201088-03 SKU : 201088-03 SEMS II USB GATEWAY	1.00 EACH	1,572.00	1,572.00
6	SCOTT SAFETY - 8005197 SKU : 8005197 Accountability Internally Developed Software-INTERNALLY DEVELOPED SOFTWARE(SC-MON-BASE-UM)	1.00 EACH	0.00	0.00
7	SCOTT SAFETY - S000951 CAT/Accountability Internally Developed Software-INTERNALLY DEVELOPED SOFTWARE, MONITOR PRO EDITION	1.00	0.00	0.00
8	Upgrade X2 SCBA to SEMS II including new software No Charge	12.00	0.00	0.00
9	SCOTT SAFETY - SKAPAK-CUSTOM SKU : SKAPAK-CUSTOM SKA-PAK CUSTOM CONFIG, RATION, SARAD, 6000, 5000 Automatic Transfer: YES PRESSURE: 4500 CYLINDER: 12 in Carbon HARNES: Full body -Size: TBD REGULATOR: EZ-Flo Vibralert AIRLINE: Hansen FACEPIECE: None CASE: None	4.00 Each	2,091.00	8,364.00
10	SCOTT SAFETY-200970-01-D SKU : 200970-01-D CYL&VALVE QD CARB 45/5500 ASSY	10.00 EACH	1,150.00	11,500.00
11	SCOTT SAFETY - 201276-11 SKU : 201276-11 PKGD EPIC 3 SOLMOTO OPEN BRAT	7.00 EACH	599.00	4,193.00
12	SCOTT SAFETY - 200388-01 SKU : 200388-01 TOGGLE D-FLTER	3.00 EACH	498.00	1,494.00
13	SCOTT SAFETY - 200266-04 SKU : 200266-04 HHR ASSEMBLY PAK-TRACKER	1.00 EACH	1,325.00	1,325.00
14	SCOTT SAFETY-201215-28 SKU : 201215-28 Assy AVS HT W 4PT KEV RES RT 13	15.00 EACH	277.00	4,155.00
			Sub Total	298,429.00
			<b>Total</b>	<b>\$298,429.00</b>

Thanks for the opportunity, please contact us if there are any questions.

All quotations provided are valid for 60 days from the date of quotation unless specified in writing.

All quotations do not include shipping unless specified in writing.  
Buyer responsible for shipping and handling.

Payment is due upon receipt of invoice. We gladly accept credit cards and Pro cards as forms of payment, but due to credit card processing fees, there will be a 3% surcharge added to all invoices that are paid via these methods.

**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH PROTECTIVE LIFE INSURANCE COMPANY OF KENTUCKY PROVIDING A JOBS DEVELOPMENT INCENTIVE.

\* \* \* \*

WHEREAS, Protective Life Corporation, founded in 1907, provides financial services through the production, distribution and administration of insurance and investment products throughout the United States; and

WHEREAS, Protective is considering leasing 67,000 square feet at Rivercenter for an 11 year lease and anticipates initially bringing 90 employees; and

WHEREAS, the company has applied for and received preliminary approval for a Kentucky Business Incentive and staff recommends that Protective receive a six-year, 1% payroll incentive for all new jobs they relocate and create.

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

Section 1

That the Board of Commissioners hereby authorizes the Mayor to execute an Economic Development Agreement with Protective Life Insurance Company of Kentucky providing a jobs development incentive.

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: \_\_\_\_\_

**ECONOMIC DEVELOPMENT AGREEMENT:**  
**PAYROLL REIMBURSEMENT**

This **AGREEMENT** (the “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2021 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (“City”), pursuant to Commissioners’ Order No. ORD-\_\_\_\_\_-21, and **PROTECTIVE LIFE INSURANCE COMPANY OF KENTUCKY** a Kentucky corporation, with a principal office of 2801 Hwy 280 South, Legal Dept., Birmingham, Alabama 35223 (“Business”).

WHEREAS, § 116.05 of the Covington Code of Ordinances, “Commonwealth of Kentucky Incentives,” and Commissioners’ Order No. ORD-\_\_\_\_\_-21 authorizes the City to provide an economic development incentive to the Business; and

WHEREAS, the incentive offered by the City to the Business will contribute to the public welfare of the citizens of the City by retaining and increasing employment opportunities, thereby contributing to the public purpose of economic development within the City.

NOW, THEREFORE, the parties hereby agree that for and in consideration of the promises and mutual covenants and undertakings contained herein, IT IS AGREED:

1. Definitions. The capitalized terms in the Agreement shall have the following meaning, or as otherwise defined herein:

- a. *“Annual Payroll”*. Shall mean all compensation paid or payable by Business for work done or services performed or rendered in the City by every resident and nonresident who is an employee of Business, which is normally subject to the City's occupational license tax pursuant to Covington Code of Ordinances § 110.03(A)(1) including compensation in excess of the FICA cap provided for in Covington Code of Ordinances § 110.03(B)(1).
- b. *“Activation Date”*. Shall mean the date of activation of the Kentucky Business Incentive authorized by the Kentucky Cabinet for Economic Development (the “Cabinet”) as determined by the Cabinet’s Financial Incentives Database and recorded in the City’s records.
- c. *“Annual Payroll Obligation”*. Refers to the specific Annual Payroll amount listed for each year as specified in Exhibit B. These amounts are Annual Payroll thresholds the Business must meet in order to be entitled to the City Incentive for a given year during the incentivized years, and to be in good-standing during the retention period.



- d. *“Full Time Equivalent”*. Any employee which is working at least 30 hours per week is considered full time. In addition, part-time employees are counted using the ‘full-time equivalent’ method of adding the total number of hours worked by all part time employees in a month, and dividing by 120.
- e. *“Jobs Obligation”*. Refers to the number of full-time equivalent positions in Exhibit B the Business must maintain in a given calendar year in order to be entitled to the City Incentive during incentive years, and to be in good-standing during the retention period.
- f. *“Kentucky Business Incentive”*. Shall mean the state Kentucky Business Investment Program Incentive for which Business has received preliminary approval, pursuant to preliminary resolution number KBI-IL-20-23218.
- g. *“Taxable Payroll”*. Shall mean all compensation paid or payable in the City for work done or services performed or rendered in the City by every resident and nonresident who is an employee of Business, which is normally subject to the City's occupational license tax pursuant to Covington Code of Ordinances § 110.03(A)(1) or any other provision of the Covington Code of Ordinances. This definition shall not include any compensation that is exempt or otherwise not subject to the City's occupational license tax.

2. City of Covington Business Incentive. Subject to the terms and conditions of this Agreement, City shall provide an incentive to Business equal to a reimbursement to Business of 1.00% of Business’ Taxable Payroll, as defined herein, for the preceding calendar year, for a period of six (6) calendar years beginning on the Activation Date (the “Term”). This incentive, the “City Incentive” shall be subject to Business’s compliance with all other terms and conditions governing this Agreement. For clarity purposes, the City Incentive structure is illustrated below:

Year 1 (1<sup>st</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 2 (2<sup>nd</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 3 (3<sup>rd</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 4 (4<sup>th</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 5 (5<sup>th</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 6 (6<sup>th</sup> full calendar year following the Activation Date) – 1.00% of Taxable Payroll

Year 1 of the Agreement shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the calendar year following the year that holds the Activation Date. The above notwithstanding, if the Activation Date falls on January 1<sup>st</sup>, that calendar year shall instead be Year 1. The parties expect the Activation Date to be January 1, 2022.

3. Reimbursement. Business shall be required to submit an application for reimbursement of the incentive amount for the previous calendar year to the City of Covington Finance Department by April 30<sup>th</sup> of each year during the Term of the City Incentive to receive reimbursement. Failure to submit the reimbursement request by April 30<sup>th</sup> shall constitute a waiver of right to reimbursement for that previous calendar year. City shall issue reimbursement by July 31<sup>st</sup>, provided that a completed reimbursement request form (attached as Exhibit A hereto) is received by City and Business is entitled to the reimbursement in accordance with the terms of this Agreement. Business shall not be entitled to the City Incentive for any year it does not meet the respective Annual Payroll Obligation and Job Requirement, as defined herein.

4. Business Obligations. In order to receive the City Incentive, Business shall comply with all terms and conditions of this Agreement, and throughout the Term shall specifically be required to meet the following conditions with respect to its business location within the City of Covington, Kentucky, subject to the provisions of Section 7:

- a. Upon the establishment of an Activation Date, Business shall send written notice to the City providing evidence of such activation.
- b. Business shall begin operations by maintaining or exceeding the Annual Payroll Obligations and Jobs Obligations in Year 1 of the Term.
- c. For Years 2 through 6 of the Term, Business shall meet or exceed the Annual Payroll Obligations and Jobs Obligations.
- d. Business shall not be entitled to the City Incentive for any year it does not meet the Annual Payroll Obligation and Job Obligation for the corresponding year as listed in Exhibit B.
- e. Business shall remain eligible for the Kentucky Business Incentive for the Term of this Agreement. City shall not be required to provide the City Incentive for any year the Business is not eligible for the Kentucky Business Incentive.

- f. Business shall remain within the City of Covington as an active business in good standing with the City during the Term of this Agreement, being a period of twelve (12) calendar years. The parties acknowledge that Business shall have minimum Annual Payroll Obligations for years 7 through 12 of the Term; however, Business shall not be entitled to any payroll reimbursement for years 7 through 12 of the Term.
- g. Business agrees to make reasonable good faith efforts to fill newly created positions with residents of the City of Covington. Business is encouraged to register their job openings with the Kentucky Career Center, located at 1324 Madison Avenue, Covington, KY, 41011.

Business acknowledges that the obligations in this Agreement are consideration for the City providing the economic development incentive to Business. Business' failure to comply with any of the obligations of this Agreement shall be a contractual breach, and that as a specific remedy, City may pursue repayment of the City Incentive by Business as further specified in Section 9.

5. Annual Report. Business shall annually prepare and deliver an annual report of its payroll expenditures and required employee information subject to the City's Occupational License Tax in the format equivalent to that required by the Kentucky Cabinet for Economic Development for incentive claim reporting. The report shall be delivered to the City Finance Director on or before April 30<sup>th</sup> of each year.

6. Default. Any of the following shall constitute an "Event of Default" under this Agreement:

- a. Business' failure to be in good standing with the City in accordance with City of Covington Commissioners' Ordinance § 35.35;
- b. Business's failure to pay any property or other taxes that it owes to City (except during any period of any timely filed and unresolved appeal of any City taxes);
- c. Business' failure to remain within the City of Covington as an active business in good standing for the Term;
- d. Business' failure to be eligible for the Kentucky Business Incentive at any time during the Term;
- e. Business' failure to meet or exceed the Annual Payroll Obligation and/or Jobs Obligation for any given year during the Term.

- f. Business' failure to become an active Business within the City of Covington with Taxable Payroll by August 1, 2021; and/or
- g. Business' failure to materially comply with any term of this Agreement.

7. Notice of Default and Cure. Upon establishing that an Event of Default has occurred, the City shall provide written notice to the Business with a request that the Business cure said Event of Default within a reasonable time. Failure of the City to provide Notice shall not constitute a waiver of its rights related to any Event of Default; provided, however, that the City and the Business agree to work cooperatively throughout the term of this Agreement in order to help the Business maximize the benefits conferred on the Business, subject to the Business' duty of compliance hereunder.

8. Remedies. Upon the occurrence of an Event of Default, City may pursue one or more of the remedies below, as it deems appropriate under the circumstances:

- a. Withhold the City Incentive pending cure of the Event of Default;
- b. Disallow payment of the City Incentive for any period during which the Business fails to cure an Event of Default;
- c. Wholly or partially suspend or terminate the City Incentive;
- d. Collect from Business the percentage of the City Incentive amount paid by the City based on table in Section 9; and/or
- e. Pursue any other remedies that may be legally or equitably available.

9. Incentive Repayment. If Business is in default of this Agreement and City has elected to pursue collection of the City Incentive, Business shall make one-time payment to City of a percentage of the total amount of the City Incentive City paid to Business under the Agreement, in accordance with the following:

<b>Year of default</b>	<b>Percent of City Incentive to be Repaid</b>
1 through 7	100%
8	80%
9	66%
10	50%
11	33%
12	25%

Payment shall be made to the City Finance Department within 30 days of written demand noticed to Business for the amount due in accordance with this section.

10. Termination. If despite receiving written notice from the City, and a reasonable opportunity to cure, Business shall either (i) fail to fulfill in a timely and proper manner to fulfill its obligations under this Agreement or under City of Covington Code of Ordinances Chapter 116, or (ii) violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Business of such termination and specifying the effective date thereof.

11. Assignment. Business shall not assign or otherwise transfer or pledge any rights or obligations of this Agreement except upon written agreement of all parties involved except to an affiliate.

12. Indemnification. The Business shall indemnify the City and hold the City harmless for any and all third-party claims, demands, rights, actions, complaints, suits, notices of breach, evictions, violations, debts, damages, and causes of action of whatever type or nature, whether legal or equitable arising from this Agreement.

13. Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally; (b) deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or (c) deposited in overnight mail, addressed as

follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Business:           PROTECTIVE LIFE INSURANCE  
                                  COMPANY OF KENTUCKY  
                                  2801 US-280  
                                  Birmingham, AL 35223

With a copy to (which shall not constitute notice and which may be scanned and emailed)

Maynard Cooper & Gale, PC  
ATTN: Thomas H. Brinkley  
1901 Sixth Avenue North Suite 1700  
Birmingham, AL 35203  
Email: tbrinkley@maynardcooper.com

If to City:

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

14.    No Waiver. The failure of City to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by Business with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by City of its right to exercise any such or other right, power or remedy or to demand such compliance.

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

16.    Modification. Except as otherwise provided in this Agreement, this Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance

of any provision hereof shall not be considered to be a waiver of any succeeding breach of such provision by any party.

17. Interpretation. The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement.

18. Venue and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, regardless of any other choice of law provision or principal. Any legal proceeding related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto, have subscribed their names below and have agreed to the terms of the Agreement herein:

**CITY OF COVINGTON, KENTUCKY**

\_\_\_\_\_  
Joseph U. Meyer, Mayor  
Pursuant to Commissioner's Order No. ORD-\_\_\_\_\_ -21

**PROTECTIVE LIFE INSURANCE COMPANY OF KENTUCKY**

\_\_\_\_\_ [Sign]  
By: [Print name]  
Its: [Title]



**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER APPROVING THE EMPLOYMENT OF RICHARD J. DAMES  
AS A FULL-TIME CODE INSPECTOR, EFFECTIVE JANUARY 13, 2021.

\* \* \* \*

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 the employment of Richard J. Dames as a full-time Code Inspector, effective January 13, 2021.

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: \_\_\_\_\_

**COMMISSIONERS' ORDER NO, \_\_\_\_\_**

AN ORDER APPROVING THE EMPLOYMENT OF NICK BANISTER AS  
A FULL-TIME CODE INSPECTOR, EFFECTIVE JANUARY 13, 2021.

\* \* \* \*

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 the employment of Nick  
Banister as a full-time Code Inspector, effective January 13, 2021.

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: \_\_\_\_\_

**COMMISSIONERS' ORDER NO, \_\_\_\_\_**

**AN ORDER APPROVING THE EMPLOYMENT OF JERI ASHER AS A  
FULL-TIME CODE INSPECTOR, EFFECTIVE JANUARY 13, 2021.**

\* \* \* \*

**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 the employment of Jeri Asher as a full-time Code Inspector, effective January 13, 2021.

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: \_\_\_\_\_

**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER APPROVING A CHANGE ORDER TO THE CONTRACT WITH ECS MIDWEST, LLC FOR THE GLENWAY AND WALLACE AVENUE LEVEE LANDSLIDE IN AN AMOUNT NOT TO EXCEED \$53,950.00.

\* \* \* \*

WHEREAS, pursuant to Order No. ORD-138-20, ECS Midwest LLC was contracted to address the levee landslide at Glenway and Wallace Avenue; and

WHEREAS, additional areas of instability were discovered immediately adjacent to the landslide under investigation under the original contract; and

WHEREAS, extending the area of work to address the new area of instability is necessary to fully resolve the original landslide issue.

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 a Change Order to the Contract with ECS Midwest, LLC for the Glenway and Wallace Avenue levee landslide in an amount not to exceed \$53,950.00.

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: \_\_\_\_\_

**Change Order Addendum**

Original Contract: Professional Services Agreement dated July 23, 2020 relating to a landslide study at Wallace Avenue and Glenway. Original Contract approved via Commissioners’ Order No. ORD-138-20.

Contractor: ECS MIDWEST, LLC

Change Order #: Change Order #2

Effective Date of Change Order: \_\_\_\_\_

Contractor: ECS MIDWEST, LLC

Items to be changed:

- 
1. The proposed services included in the attached Schedule 1 are hereby added to the “Services” to be performed by Contractor as specified in Section 1 of the Original Contract.
  2. The Milestone Date in the Original Contract is hereby extended to [date].[CZ1][LH2]

Reason for Change:

Additional areas of instability were discovered immediately adjacent to the landslide that is the subject for investigation under the Original Contract. Extending the area of work to address the new area defined in Schedule 1 to this Change Order Addendum is necessary to fully resolve the original landslide issue.

Original Contract Amount: \$30,850.00

Change Order #1 Amount: \$17,488.00

Additional Amount Requested: \$53,950.00

**Revised Total Contract Price: \$102,288.00**

All other terms and conditions of the Original Contract dated July 23, 2020 between ECS MIDWEST, LLC and the City of Covington, KY and of Change Order #1 approved on December 11, 2020 shall remain in full force and effect and apply to the services being performed in regard to this Change Order Addendum #2.

Approved by

**Contractor: ECS MIDWEST, LLC**

\_\_\_\_\_ [sign]  
Print Name:  
Title:  
Date:

**City of Covington:**

\_\_\_\_\_  
Joseph U. Meyer  
Mayor  
Date:

**Schedule  
1**



## **ECS Midwest, LLC**

Proposal for Subsurface Exploration and  
Geotechnical Engineering Services

### **Part 2: Stability Assessment of a Portion of Licking River Levee**

Wallace Avenue and Glenway Avenue  
Covington, Kentucky

ECS Proposal Number 66:1127-GP

November 20, 2020



**ECS MIDWEST, LLC**

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

November 20, 2020

Public Works Director  
City of Covington, Department of Public Works  
4399 Boron Drive  
Covington, KY 41011  
Email: Chris.warneford@covingtonky.gov

ECS Proposal No. 66:1127-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering  
**Part 2: Stability Assessment of a Portion of Licking River Levee**  
Wallace Avenue and Glenway Avenue  
Covington, Kentucky

Dear Mr. Warneford:

As requested by Mr. Oliver R. Anthony, with the City of Covington, Public Works Engineering (CCPW), ECS Midwest on November 11, 2020, LLC (ECS) is pleased to present the following proposal for providing subsurface exploration and geotechnical engineering services for the above referenced project identified herein as "Part 2: Stability Assessment of Portion of Licking River Levee". ECS has already been awarded to perform a geotechnical study along a portion of the existing Licking River Levee that has experienced a landslide. The geotechnical study for the current landslide is yet to be commenced. The site of the investigation which is the subject of this proposal is located immediately adjacent to and to the north of the site of the current landslide that ECS will be performing a geotechnical study in accordance to the scope of the original Contract (Part 1). This proposal outlines our understanding of the project for Part 2, the proposed scope of services, activity schedule, fees, and authorization requirement.

In preparing this proposal, we have had the opportunity to have a site meeting with Mr. Oliver R. Anthony of CCPW on November 12, 2020 and reviewed the existing conditions in the subject area

**PROJECT DESCRIPTION**

The current landslide that will be investigated per the original contract occurred along a portion of the existing Licking River Levee between Sta. 172+50 and 177+50. Specifically, the main slide at the crest of the hillside occurred along the length of an existing 510-foot-long cast-in-place concrete retaining wall that is part of the United States Army Corps of Engineer' (USACE) flood control system along the western bank of the Licking River in the Northern Kentucky area. It is ECS's opinion that, if left unattended, the subject landslide may experience significant additional downward movements during major flood events which may then significantly jeopardize the overall stability of the levee and the existing cast-in-place concrete retaining wall and may then lead to a catastrophic failure. It is therefore essential that the subject landslide be stabilized.



November 20, 2020

ECS Midwest, LLC

ECS made a reconnaissance visit to the project site at various times to review the current landslide. Based on this review, the main slide scarp of the landslide is located approximately 8 to 20 feet east of the above-noted cast-in-place, cantilever retaining wall. The vertical displacement of the slide along the scarp line is estimated to be as much as 8 feet. The scarp line of the landslide for the Part 1 study was surveyed in the field by ECS and subsequently recorded with a hand-held Global Positioning System (GPS) unit with a sub-meter accuracy. Based on these observations, it is estimated that the current landslide presently measures approximately 500 feet in a north-south direction. A toe bulge of the slide is not apparent. It is suspected, however, that the toe of the landslide extends into the riverbank below the normal pool level of the river.

Based on the above, ECS recommended that a field exploration program be initiated. The proposed work for the Part 1 study was awarded with a contract on July 23, 2020.

The United States Army Corps of Engineers (USACE) has a regulation that establishes policy and requirements and provides guidance for drilling in levee earth embankments and/or their earth foundations. As part of this regulation, an approved Drilling Program Plan (DPP) was required prior to any drilling, sampling, grouting, or any other invasive in-situ testing for the Part 1 geotechnical study. Per this requirement, ECS then prepared a DPP for the Part 1 study and submitted it to the USACE for approval. The DPP has already been approved verbally; a written documentation, however, has not yet been received at this time. The field work for the Part 1 study is anticipated to commence in December 2020.

As part of the Part 1 study, ECS will be performing a total of seven soil borings each to be drilled to a depth of approximately 71 ½ feet below the ground surface (bgs). In two of the borings, a slope inclinometer pipe will be installed for use in monitoring the levee slope. Two of the borings will be completed as open standpipe piezometers.

A geotechnical study, including monitoring and design has recently been performed for a landslide that occurred on a portion of the existing Licking River Levee located east of Glenway Avenue in Covington, Kentucky by Geotechnology, Inc. (Geotechnology). The site of this preexisting landslide is located within the proximity of the eastern end of 21<sup>st</sup> Street, where the subject street meets with the levee. Specifically, the previous landslide occurred along a portion of the levee between Sta. 172+28 and 169+53 (i.e., approximately 22 feet north of the above-noted Part 1 landslide). As reflected by the records of the City of Covington, the geotechnical study including the design and the construction monitoring services performed during the remedial operations for the preexisting slide were managed by the writer, who was a former employee of Geotechnology at the time when the geotechnical services were conducted. The results of that study are presented in a report titled "Supplementary Geotechnical Exploration and Design Services – Stability Assessment of a Portion of Licking River Levee, Covington, Kentucky", and dated June 13, 2014.

The monitoring system of the above-noted study performed in 2014 involved slope inclinometers and piezometers and was installed and monitored over a two-month period. It was the findings of the original



November 20, 2020

geotechnical study that the failure plane of the landslide was located some 16 to 26 feet below the existing ground surface, which is quite deep, and therefore an excavate-refill method was not a feasible solution to stabilize the preexisting landslide. After considering different options for stabilization such as utilizing a retention system consisting of driven "W" section beams coupled with drilled shafts, or other ground improvement techniques such as Stone Columns, it was determined that a ground improvement technique by the "Wet Soil Mixing" method was feasible for the correction of the landslide. Horizontal wick drains were also considered to improve the existing drainage system. The ground improvement technique by the "Wet Soil Mixing" method involves installation of a series of shear walls along the upslope-downslope direction of the slope. It is a mechanical method of blending soils in situ with cementitious materials using a mechanical stirring and shearing tool to blend the soils and binders. Engineering services were then provided to prepare Specifications, Bid Documents and Project Drawings for the Ground Improvements using the Deep-Mixed Shear Walls per the United States Army Corps of Engineers (USACE) procedures. Monitoring activities were then performed during wet-shaft installation to confirm that the operations were conducted in general conformance with the design drawings and specifications.

Currently, there exists no evidence that the section of the levee, where the previous landslide was corrected by the ground improvement technique using the "Wet Soil Mixing Method" in 2015, is experiencing a deep-seated slope failure. No monitoring by means of instrumentation, however, is being implemented in this remediated section of the levee to quantify the effectiveness of the subject ground improvement procedure. It is estimated that the northern and the southern limits of the shear walls of the corrected area is located near Levee Sta. 169+53 and 172+28, respectively.

It is understood that the CCPW field personnel has recently noted that the evidence of ground movement in the Part 1 study area has been progressively getting worse. The evidence of further movements in the current slide area was well pronounced in a section of the levee between existing Gate Well No. 16 located near Levee Sta. 173+86 and Levee Sta. 171+90. In addition to that, a section of the riverbank between a northerly located gate-well (Gate-Well No 15) at near Levee Sta. 166+94 and Levee Sta. 168+75 was noted to have experienced significant ground movements.

It is confirmed by the ECS's site visit on November 12, 2020 that, in numerous sections of the current landslide to be investigated per the original contract, the existing scarp lines showed evidence that the ground movement in the area has been progressive. Along the toe of the riverside of the levee above the riverbank is an unpaved roadway. There existed significant evidence that, as part of the recent ground movements, the existing riverbank moved significantly such that a portion of the roadway located south of the section of the levee, where the ground was improved by the "Wet Soil Mixing" method in 2015, experienced distress manifested in the form of depression and lateral movement. A similar condition was also noted in a section of the levee north of the area where the ground improvement took place. Specifically, as indicated above, a section of the roadway situated between near Levee Sta. 168+75 and 166+94 is noted to have experienced significant distress also manifested in the form of a depression of about a few feet deep and significant lateral movements.

November 20, 2020

In the Part 2 area is an existing major Gas Line that runs in an east-west direction at near Levee Sta. 167+06 between the top and the toe of the levee. At the toe of the levee, the gas line makes a ninety-degree turn and runs northwardly. The invert of this gas line is estimated to be about 6 feet bgs. It is highly suspected that the existing gas line has been adversely affected by the on-going ground movement.

On the basis of the above, CCPW desires that the proposed geotechnical study originally planned for the section of the levee between Levee Sta. 172+50 and 177+50 be further extended northwardly such that the proposed work includes the northerly situated section of the levee between Sta 172+50 and 166+94 as well. In connection with this additional work, the section of the levee located between near Levee Sta. 169+53 and 172+28, where a major preexisting landslide was corrected in 2015 by a ground improvement procedure as explained above, will be monitored to quantify the effectiveness of the ground improvement work.

*If our understanding of the subject landslide is inaccurate or if more details regarding the subject slippage become available, please inform ECS so that we can revise our recommended scope of geotechnical services to better suit the project requirements.*

#### SCOPE OF SERVICES

In order to have a better understanding of the existing site conditions in a section of the levee between Levee Sta 172+50 and 166+94, to determine the general subsurface profile at the site, and to relate the engineering properties of the soils, that is, their classification and strength characteristics, to the existing landslide, it is recommended that a field exploration program be initiated. It is anticipated that the proposed extension for the landslide exploration program will include the following key issues.

- Depth, condition, and strength of the existing fill associated with the levee.
- Stability of the foundation soils beneath the graded slope.
- Monitoring a section of the levee between Levee Sta. 169+53 and 172+28, where a recent landslide was corrected by a ground improvement procure using the "Wet Soil Mixing" method.
- Surface and subsurface drainage that may be affecting the existing slope.
- Alternatives to consider in stabilizing the existing landslide.

#### Establishing Project/Service Goals and Benchmarks

ECS takes pride in providing our clients with great service. To make sure we are meeting your needs throughout the duration of the geotechnical exploration, ECS will contact you upon award of the project to walk through the subsurface exploration process and determine what aspects of the project and our service is most important to you. This extra step will help ECS meet your needs and allow the project to run as smoothly as possible.

November 20, 2020

#### Layout/Coordination

The borings will be laid out in the field by an ECS representative utilizing simple measuring techniques and/or GPS. After the borings have been laid out, ECS and its contracted drillers will contact the State of Kentucky One-Call Center (KY811) to mark utilities in the vicinity of the boring locations.

#### Topographic Mapping of the Landslide Area

ECS assumes that CCPW will retain the services of a Civil Engineer to provide a topographic survey of the subject area including the topography below the water surface elevation of the Licking River. If requested, ECS can retain Bayer Becker Engineers, Inc to perform the required survey work in the subject area for an additional fee.

#### Soil Borings

ECS proposes that a total of eight (8) soil borings be drilled in the Part 2 area using an ATV rig each to be drilled to a depth of approximately 60 to 71 ½ feet below the ground surface (bgs). Four of the borings will be located on two cross sections situated north of the previously remediated section of the levee by means of ground improvement. Two borings will be in the section of the levee where the ground improvement took place. One boring will be located on the low ground of the levee where the existing roadway south of the recently remediated section of the levee experienced significant ground movements. One boring will be drilled on the low ground of the levee where the existing roadway north of the recently remediated section of the levee experienced significant vertical depression and horizontal movement. Field exploration activities will include the following:

- Sampling will occur at 2 ½ foot intervals to a depth of 25 feet bgs and at 5 feet thereafter until the termination depth of the soil borings. Occasionally, Shelby tube samples of the levee fill and/or overburden soils shall be recovered to obtain relatively undisturbed samples for laboratory testing.
- A maximum of 560 ½ linear feet of auger drilling and split-spoon sampling is budgeted.
- Rock coring is not planned in any of the test borings.
- In seven of the borings, a slope inclinometer pipe will be installed for use in monitoring the levee slope for subsequent lateral movements. One boring will be completed as open standpipe piezometers.
- The baseline measurements of the slope inclinometers will be made as soon as possible following their installation. The inclinometers and piezometers will be measured an additional three times in the months following installation.
- Measure depth of groundwater with each boring at time of drilling and prior to backfilling. Selected borings will be kept open for 24 hours to obtain additional groundwater observations.

- *As the project progresses, additional soil borings or specific soils tests may be necessary to help the project with aspects of design. ECS's optional scope identifies fees for additional borings if they are performed during the initial mobilization. Additional mobilization fees would apply if more borings are performed later.*

The borings will be extended to the proposed depths bgs unless auger refusal causes them to be terminated at a shallower depth. Should shallow auger refusal happen, ECS's subcontract driller will offset the boring to determine whether refusal was due to a boulder or mass rock.

Upon completion of drilling operations, groundwater readings will be taken, and the borings not including slope inclinometers and standpipe piezometers will be backfilled with the auger cuttings. Excess spoils are currently planned to be left at the project site and will be scattered in grassed areas and/or within existing brush-covered areas. Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. ECS will attempt to reduce such damage, but no restoration other than backfilling the borings is included in our scope of services.

#### Laboratory Soil Testing (Base Scope)

Upon completion of drilling operations, the samples will be returned to our laboratory in Cincinnati, Ohio, for further identification and testing. Our basic laboratory testing will consist of the following items:

- Visual classification of the soil samples (each sample).
- Unconfined compressive strength testing using a calibrated hand penetrometer (each cohesive sample).
- Moisture content testing (each cohesive sample).
- Sieve and/or Hydrometer Analysis (up to 5 samples).
- Atterberg limit tests (up to 5 samples).
- Consolidated undrained Triaxial Compression tests with pore water measurements (up to 3 samples)

#### Geotechnical Report

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The actual preparation of final design documents to stabilize the existing landslide will not be included as part of this scope of services since the subsurface conditions are not yet known. The engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to the subject landslide.

- c) A review of the historical USACE documents pertaining to the initial design of the levee and their relevance to the subject landslide. As part of this aspect of the work, an attempt will also be made to communicate with the USACE members in Louisville District for guidance of obtaining additional information. This review will include but not limited to the following items;
  - A review of findings of historical test borings drilled, in or proximate of, the area of the landslide during the initial construction phase of the levee.
  - A review of the function and location of the existing “drainage pits” within the area of the landslide.
  - The function and location of any other features near the area of the landslide such as “bank stabilization cells”, if existing, as suggested on the historical USACE drawings.
  - A review of foundation plans of the existing cast-in-place retaining wall situated within close proximate of the area of the current landslide to assess the impact of the landslide on the structural integrity of the wall.
- d) A review of the design drawings and project specifications of the remedial measures that were used to stabilize the previous landslide north of the subject landslide.
- e) A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the landslide, if any, will be summarized.
- f) Final logs of the soil borings and records of the field exploration including the data gathered from the monitoring of slope inclinometers and open standpipe piezometers prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet. Subsurface profile(s) will also be included.
- g) The results of a computerized slope stability analyses of existing conditions performed for back-analyzing the shear strength characteristics of the on-site soils.
- h) An assessment of engineering analyses, including slope stability analyses based on the boring data and on the laboratory testing result, in conjunction with correlations of soil index properties to shear strength properties and/or to the findings of back-analysis using the data obtained from monitoring of slope inclinometers and piezometers.
- i) Details of the engineering evaluation of the accumulated data for developing design criteria and recommendations.
- j) Recommendations for alternates of slope stability remedial measures to stabilize the subject landslide. The design of a remedy is beyond the scope of this phase of exploration.

November 20, 2020

**ECS Advantages**

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients. Most notably:

- Resources. ECS is the one of the largest geotechnical engineering firms in the Midwestern United States, Illinois, and Ohio, which allows us to meet your schedule and project timeline requirements. Our size has allowed us to maintain consistent staffing levels to react to your fast-paced projects.
- Experience. ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- Technology. ECS utilizes Global Positioning System (GPS) services to accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- Expertise. ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services

**Fees**

ECS will provide services as detailed in the “Cost Estimate” below which is based on our base scope of work (as detailed in the body of the text).

The Cost Estimate for our scope would be as follows:

- Base Scope Engineering Services: \$ 53,950.00\*

\* Our fee assumes normal drilling hours and have included typical, one-time routine follow-up consulting after the initial delivery is submitted. However, ECS will invoice consulting, beyond routine requests, on a Time and Material basis.

**Schedule**

In preparing this proposal, we have assumed that the client will assist in the coordination of our access to the site with the current site owners/occupants. After authorization to proceed and notification that the appropriate on-site personnel have been informed, our schedule would be as follows:



November 20, 2020 ECS Midwest, LLC

- Mobilize to the site: 1 to 2 ½ (+/-) weeks from notice to proceed and after receiving approval from the USACE to proceed with the field work
- Drilling operations: 8 to 12 working days, weather permitting and depending on scope
- Laboratory Testing: 2 (+/-) weeks , after delivery of sample
- Final Report: 3 ½ weeks (+/-) after drilling/surveying/ laboratory work completion

**Closing**

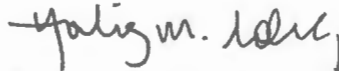
If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the GeoProfessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

**ECS Midwest, LLC**



Halis M. Ider, P.E.  
Senior Project Manager  
[hider@ecslimited.com](mailto:hider@ecslimited.com)

Enclosures: Proposal Acceptance Sheet  
Terms and Conditions of Service



John Lindsey, P.E.  
Vice President, Office Manager





**COMMISSIONERS' ORDER NO. \_\_\_\_\_**

AN ORDER ACCEPTING THE REAPPOINTMENT OF MARCUS CAREY, ROBERT F. GREENE, DARRYL CUMMINS, ROBERT SANDERS, TOM QUIRK, AND BRYCE C. RHOADES AND THE APPOINTMENT OF JACK WESTWOOD AS MEMBERS OF THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY ENFORCEMENT COMMITTEE FOR A TWO-YEAR TERM, COMMENCING FEBRUARY 1, 2021 AND EXPIRING ON JANUARY 31, 2023.

\* \* \* \*

WHEREAS, Ordinance No. O-xx-xx (as amended) established a code of ethical conduct applicable to the officers and employees of the City of Covington and its agencies; and

WHEREAS, the City of Covington entered into an interlocal agreement to join the Northern Kentucky Regional Ethics Authority (NKREA) to implement said Code of Ethics; and

WHEREAS, Article III(A) of the Interlocal gives the NKREA Authority Board the authorization to select members of the NKREA Enforcement Committee subject to the approval of each member jurisdiction's relevant legislative body; and

WHEREAS, at the NKREA's Annual Meeting held October 13, 2020, the Authority Board re-nominated Marcus Carey, Robert F. Greene, Darryl Cummins, Robert Sanders, Tom Quirk and Bryce Rhoades to each serve a two-year term on the NKREA Enforcement Committee; and

WHEREAS, NKREA Enforcement Committee Member Wesley Williams resigned and Jack Westwood was appointed by the NKREA Authority Board to fill Wesley Williams' term.

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 the appointment of Marcus Carey, Robert F. Greene, Darryl Cummins, Robert Sanders, Tom Quirk, Bryce Rhoades and Jack Westwood as members of the NKREA Enforcement Committee for a two-year term commencing on February 1, 2021 and expiring on January 31, 2023.

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: \_\_\_\_\_