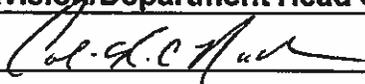


CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	02/18/2020
Legislative Meeting Date	02/25/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chief Robert Nader

Specific Nature of Request
An order approving the promotion of Sergeant Jim West, Sergeant Rob Rose, and Sergeant Jon Mangus to the rank of Lieutenant, and Detective Greg Rogers, Detective Justin Bradbury, Detective Jason McErlane to the rank of Sergeant effective March 1, 2020.

Description of Request Including Background Information if Relevant
The retirements effective December 1, 2019, created three vacancies in the rank of Lieutenant. Filling those vacancies will cause three vacancies in the rank of Sergeant. In accordance with the working between the City of Covington and Covington Fraternal Order of Police Lodge #1, the Chief of Police recommends that all vacancies caused by the retirements be filled. The aforementioned officers have been selected for promotion from the eligibility lists established by the Police and Fire Board of Examiners in 2019 and 2020. Each officer's performance has been reviewed and qualified to be recommended for promotion. A summary of their careers is attached.

Company/Entity (if multiple, list all)

Value/Cost

Funding Source Including Account No.

Copy of Contract Attached?

Payment Terms

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

SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

3.  _____ DATE 2/12/2020
CITY MANAGER

Sergeant Jim West

- Sgt. West has been with CPD for 19 years. As an Officer he served as Bike Patrol Officer, Field Training Officer, SWAT, and as a Detective for 10 years. He was promoted to Sergeant 2 years ago and is currently assigned as a supervisor in the Detective Bureau.
- He has obtained a Bachelor's in Criminal Justice from Mountain State University and a Master's Degree in Criminology from Florida State University
- He served in the US Army for 10 years and served 1 tour in Afghanistan as part of Operation Enduring Freedom

Sergeant Rob Rose

- Sgt. Rose has been with CPD for 20 years. As an Officer he served as a Field Training Officer, SWAT, Narcotics, and Honor Guard. He was promoted to Sergeant over 8 years ago and is currently assigned as the Traffic Unit Supervisor, where he is also a Traffic Reconstructionist and a member of the Kenton County Serious Traffic Accident Reconstruction (STAR) Team.
- He has over 30 years of military service, with 6 years in the US Marine Corp and 24 years in the US Army, where he is currently the First Sergeant of the 159th Military Police Battalion (CID)

Sergeant Jon Mangus

- Sgt. Mangus has been with CPD for 15 years. As an Officer he served as a Field Training Officer, SWAT, Police Explorer Coordinator, and Detective. He was promoted to Sergeant 3 years ago and is currently assigned as the Narcotics Unit Supervisor.
- He has obtained a Bachelor's in Criminal Justice from NKU and a Master's in Executive Leadership and Organizational Change from NKU

Det. Greg Rogers

- Det. Rogers has been with CPD for 11 years. He has served as a Bike Patrol Officer, Field Training Officer, SWAT, Police Recruiter, and most recent position as a Housing Authority of Covington Detective, and has four years at NKU studying Criminal Justice.

Det. Justin Bradbury

- Det. Bradbury has been with CPD for 15 years. He has served as a Field Training Officer, Rifle Team Member, US Marshals Fugitive Task Force Member, Police Recruiter, Police Academy and Police Explorer Coordinator, Social Media Officer, and the most recent positions as a Child Crimes Detective for 6 years and Major Crimes Detective for 1 year. He has his Bachelor's in Political Science from Wright State University.

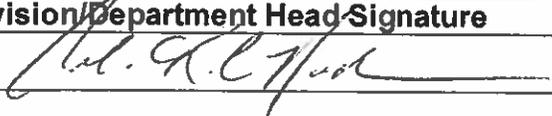
Det. Jason McErlane

- Det. McErlane has been with CPD for 12 years. He has served as a Patrol Officer for 9 years and was assigned as our Property Crimes Detective three years ago. He obtained a bachelor's in Criminal Justice from the University of Cincinnati.

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	02/18/2020
Legislative Meeting Date	02/25/2020
Order <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>	

Division/Department Head Signature


Responsible Staff Person
Chief Robert Nader

Specific Nature of Request
An order accepting the Police Department's request to hire Police Applicant Corey Warner as a Patrol Officer Grade VI effective March 1, 2020.

Description of Request Including Background Information if Relevant
Police Applicant Corey Warner has 20+ years police experience. He retired from our agency as a Detective effective December 1, 2019. In accordance with KRS 95.022, he can serve for a term not to exceed one (1) year. The one (1) year employment term may be renewed annually at the discretion of the City. His resume is attached. This hire would increase the police officer manpower to 112 of the 114 authorized.

Company/Entity (if multiple, list all)

SIGNING ORDER

Value/Cost

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

Funding Source Including Account No.

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

Copy of Contract Attached?

 2/20/2020
 3. CITY MANAGER _____ DATE _____

Payment Terms

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

COREY JOSEPH WARNER

10874 Griststone Circle Independence, KY 41051 (859) 743-2490 bryson552000@yahoo.com

PROFESSIONAL EXPERIENCE

I am a 20+ year veteran of the Covington Police Department. I've been a Patrol Officer and Field Training Officer assigned to the Patrol Division for over 10+ years. I was a Detective assigned to the Crime Bureau for approximately 9+ years. I possess knowledge of the City of Covington as well as a working knowledge of the law and its application to the field of Law Enforcement.

DETECTIVE

I worked Major Crimes, to include Robbery, Rape, Assault & Homicide cases for approximately the last three (3) years of my tenure with the Covington Police Department, ending with my retirement on December 1, 2019. Prior to this assignment, I was a General Detective that worked cases which included the previously stated cases as well as Burglary, Felony Theft, etc. cases. I was assigned as a 3rd Shift or Night Detective when I originally entered the Crime Bureau in June of 2010. Upon this assignment, I was typically working cases as well as assisting 3rd Shift Patrol with any investigation that they uncovered throughout their respective shifts.

PATROL

I was assigned to 2nd Shift Patrol upon completion of DOCJT in February, 2000. I remained on 2nd Shift Patrol, where I served as an active Patrolman and achieved Field Training Officer. As an FTO, I trained new recruits for multiple weeks, Patrol was typically being assigned to an area or "beat" for patrol purposes as well as response to radio calls, assisting other officers (to include officers from other agencies) or self-initiated issues that arose during the shift. In January of 2007, I reported to 3rd shift Patrol where I remained until 2008 when I reported to Power Shift, a newly designed shift to cover the overlap between 2nd & 3rd shift. I remained on Power Shift until June of 2010 when I was assigned as the 3rd Shift or Night Detective in the Crime Bureau.

EDUCATION

I completed one (1) year of graduate level classes from Northern Kentucky University from 1996 to 1997. I was a graduate student that did not have a chosen program during this time.

I received a Bachelors Degree from Southern Vermont College. My degree earned was in Criminal Justice, with a Minor in Private Security..

I received an Associates Degree from Hudson Valley Community College. My degree earned was in Criminal Justice.

I received a High School Diploma from South Colonie High School in 1990.

All are currently on file in my personnel file at the Covington Police Department

ADDITIONAL SKILLS

I have completed DOCJT Basic Training in Richmond, KY which resulted in over 600+ hours of training from October 1999 through early February 2000 (sixteen (16) week Basic Class.)

I have attended DOCJT mandatory yearly training throughout my career. Further, I have received training in Interview and Interrogation, Arson Investigation and Homicide Investigations.

I have testified in State Court for both Misdemeanor and Felony cases, out of the Commonwealth (Ohio) for Felony cases and in Federal Court both in the Commonwealth as well as Federal Court outside the Commonwealth (Texas.)

I have been involved in multiple interviews to include cases in Covington that lead to interviews in other states/ jurisdictions which have led me to contact/ work with other agencies both throughout the Commonwealth as well as other state agencies.

I have worked well with the Kenton County Commonwealth Attorney as well as the Assistant Commonwealth Attorney's and the Commonwealth Detective.

I have maintained contacts within the Covington Police Department as well as other Agencies

I retired in good standing from the Covington Police Department.

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	02/18/2020
Legislative Meeting Date	02/25/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chief Robert Nader

Specific Nature of Request
An order accepting the Police Department's request to hire Police Applicant James Donaldson as a Patrol Officer Grade VI effective March 1, 2020.

Description of Request Including Background Information if Relevant
Police Applicant James Donaldson has 23 years police experience. He retired from our agency as a Patrol Lieutenant effective December 1, 2019. In accordance with KRS 95.022, he can serve for a term not to exceed one (1) year. The one (1) year employment term may be renewed annually at the discretion of the City. His resume is attached. This hire would increase the police officer manpower to 111 of the 114 authorized.

Company/Entity (if multiple, list all)

Value/Cost

Funding Source Including Account No.

Copy of Contract Attached?

Payment Terms

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

SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
3. CITY MANAGER	DATE

(Handwritten signature of City Manager) 2/20/2020

James T. Donaldson

Phone: 859-760-4212 3447 Sunbrite Dr., Covington, KY 41015 jdonaldson@covingtonky.gov

Qualifications - Over 23 years of experience with the Covington Police Department. - Over 14 years served in a supervisory position. - Served 13 years with the Covington SWAT Team. - Served as Assistant Commander and Senior Lieutenant for the Administration Bureau, Criminal Investigations Bureau, and Patrol Bureau. - Experience working with departmental budgets (personnel, facilities management, and hiring/training). Also started program of analyzing reports for trends.

Covington, KY Police Department

Day Shift Watch Commander, Patrol Bureau 01/01/2016 – Present – Responsible for all scheduling and staffing of Day Shift Patrol and daytime operations. Review of reports and analysis for trends, - Pool Car Fleet manager- Senior Departmental Lieutenant, - Initial contact for citizen complaints, - Training coordinator for shift.

Covington, KY Police Department

Administrative Bureau Lieutenant 01/2013 – 01/01/2016 - Departmental Vendors Contract Manager. - Department Quartermaster. - Training Officer and Bike Patrol Administrator. - Facilities management and security. - Fleet maintenance and administration.

Covington, KY Police Department

Assistant Bureau Commander CIB 08/2011 – 01/2013 - Coordinated crime scene management. - Managed evidence lot. - Trained Officers and managed schedules. - Managed case follow up and closure.

Covington, KY Police Department

Patrol Lieutenant 12/2009 – 08/2011 - Served as Assistant SWAT Team Commander. - Served as Bike Patrol Administrator. - Responsibilities included training, discipline, scheduling, and day-to-day operation of 2nd and 3rd shift.

Covington, KY Police Department

Patrol Sergeant 10/2006 – 12/2009 - Served as Assistant SWAT Team Leader. - Served as Bike Patrol Administrator and Chief Mechanic. - Responsibilities included managing staff and evaluation of officers on my team.

Covington, KY Police Department

Patrol Officer

02/1996 – 10/2006 - Served as SWAT

Team Sniper/Entry Team Member. - Served as IPMBA Certified Instructor. - Also served as Detective and on Bike Patrol.

Fluor / Daniels Engineering

Associate Engineer

03/1994 – 02/1996 Served As

Worked as a site supervisor and general planning team member.

Education: Thomas More College, Crestview Hills, KY, Bachelor of Business Administration

Un-Finished- Management concentration

State Firearms Instructor & International Police Mountain Bike Instructor. Certifications - Singleton International Assault Instructors Course. - Southern Police Institute Administrative Officers Course. - Criminal Justice Executive Development Course. - The Academy of Police Supervision. Construction Management from Allied Industries

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	02/18/2020
Legislative Meeting Date	02/25/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chief Robert Nader

Specific Nature of Request
An order accepting the Police Department's request to hire Police Applicant Eric Higgins as a Patrol Officer Grade VI effective March 1, 2020.

Description of Request Including Background Information if Relevant
Police Applicant Eric Higgins has 20+ years police experience. He retired from our agency as a Detective effective December 1, 2019. In accordance with KRS 95.022, he can serve for a term not to exceed one (1) year. The one (1) year employment term may be renewed annually at the discretion of the City. His resume is attached. This hire would increase the police officer manpower to 113 of the 114 authorized.

Company/Entity (if multiple, list all)

Value/Cost

Funding Source Including Account No.

Copy of Contract Attached?

Payment Terms

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

SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

 2/20/2020
 3. CITY MANAGER _____ DATE _____

Eric J. Higgins

793 Windmill Drive
Independence, KY 41051
(859) 750-4612
eric0197@yahoo.com

Covington Police Department – Covington, KY

2001 – 2019 (Retired)

Criminal Investigation Bureau

2013 - 2019

- Financial Crimes Detective – investigates felony level thefts, frauds, identity thefts, forgery and credit card crimes
- Assigned to the United States Secret Service task force – affords the opportunity to get additional training for financial crime investigations, assistance with investigations and equipment for the bureau
- Investigated part one crimes of homicides, rapes, robberies, assaults, burglaries and car thefts. Received specialized training in each of those areas (certificates for completed training available upon request)
- Certified Advanced Investigator 2015
- Attended both Reid Interview and Interrogation and Advanced Interview and Interrogation 2014

Community Relations/Crime Suppression Unit

2009 – 2013

- Attended and spoke to multiple community meetings – developed plans to assist the communities with their needs
- Given presentations to college, high school and elementary school students
- Investigated the sex offender case load – making sure they were in compliance with local and state laws
- Investigated community complaints
- Conducted undercover drug operations, utilized informants and worked undercover
- Worked with several Federal agencies including the FBI, DEA and was on the United States Marshals fugitive task force

Patrol

2001 - 2009

- Worked first, second and third shifts patrolling and responding to radio calls for service
- Assisted other agencies like the Cabinet for Health and Family Services, Probation and Parole and Drug Court

Kenton County Sheriff's Department - Covington, KY

1998 - 2001

Deputy Sheriff

- Worked as a courtroom bailiff until attending the police academy
- Served court papers and warrants
- Transported prisoners from other states and counties back to Kenton County
- Patrol duties
- Supervised second shift

Union Institute and University

2014 - present

- Currently teaching Human Sex Trafficking As A Global Phenomenon
- Developed Human Sex Trafficking As A Global Phenomenon class
- Was the site coordinator for the Cincinnati Campus – position was dissolved by the university
- Given multiple talks about Human Trafficking around the United States

Awards & Recognition

- Employee of the month August 2017 for solving a homicide (*Covington PD*)
- Unit Citation (Criminal Investigations Bureau) 2013 for solving a homicide (*Covington PD*)
- Unit Citation (Community Relations Bureau) 2011 for a major drug bust (*Covington PD*)
- Received Commendation from Kentucky Senator John Schickel 2010 for my work on the United States Marshal fugitive task force (*Covington PD*)
- Employee of the month July 2006 for finding a stolen car that had a baby inside when stolen (*Covington PD*)
- Received the Excellence in Education award for 2015 in Ohio (*Union Institute and University*)

Education

University of Cincinnati – Cincinnati, OH

2006 – 2008

- Masters of Science – Criminal Justice
- GPA 3.26 on 4.00 scale

Northern Kentucky University – Highland Heights, KY

1994 - 2002

- Bachelor of Science – Sociology
- GPA 3.18 on 4.00 scale

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

AIR Form Submission Deadlines	
May 10	September 6
May 24	September 27
June 7	October 11
July 5	October 25
July 26	November 8
August 9	November 27
August 23	

Caucus Meeting Date	2/18/2020
Legislative Meeting Date	2/25/2020
Order <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>	

Division/Department Head Signature


Responsible Staff Person
Michael Bartlett

Specific Nature of Request
An Order approving the settlement of disputed litigation styled Stephen Mark Horn v. City of Covington, et al.

Description of Request Including Background Information if Relevant
City staff recommends proceeding with the settlement of disputed litigation arising out of the arrest of Mr. Horn in 2013. The proposed settlement will dismiss all pending and possible claims on appeal against the City and all City-related defendants and the City and all City-related defendants expressly deny any wrongdoing and do not admit any liability for the allegations in Mr. Horn's lawsuit.

Company/Entity (if multiple, list all)

Value/Cost
\$50,000.00

Funding Source Including Account No.
0029-0029-4620-0000

Copy of Contract Attached?

Payment Terms

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

SIGNING ORDER


2-6-2020
 1. LEGAL DEPARTMENT REPRESENTATIVE DATE

2. FINANCE DEPARTMENT REPRESENTATIVE DATE


2/12/2020
 3. CITY MANAGER DATE

RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

This Release of All Claims and Indemnity Agreement (hereinafter "Agreement") is entered into by Stephen Mark Horn (hereinafter, "Horn") and in favor of the City of Covington ("the City"); Michael "Spike" Jones; Jason Gray; Rob Linton; David Pennington; William Kelley; Greg Rogers; and, the City's respective elected officials, employees, officers, agents, successors and assigns (hereinafter collectively referred to as the "City Defendants").

RECITALS

A. Horn filed a Complaint in the United States District Court for the Eastern District of Kentucky at Covington, styled *Stephen Mark Horn v. City of Covington, et al.*, Case No. 2:14-CV-00073 (hereinafter the "Civil Action"), alleging federal civil rights and state law tort claims for personal physical injuries and resultant damages arising from his arrest on April 13, 2013.

B. The City Defendants filed an Answer in the Civil Action denying liability and asserting that their actions in dealing with Horn were in all respects, reasonable, proper, justified, legal and undertaken without any wrongful intent, impact or effect.

C. Having completed discovery, and to avoid the additional attorney fees, costs and delays associated with continued litigation and potential appeals, and without any admission of liability, Horn and the City Defendants are desirous of settling the Civil Action, as well as any and all other claims and disputes, whether known or unknown, that exist or might be claimed to exist between Horn and the City Defendants including, but not limited to, all claims of any nature arising out of, or relating to Horn's arrest on April 13, 2013.

D. This settlement is for the sole and exclusive benefit of Horn and the City Defendants and accordingly, Horn specifically reserves his right to pursue all claims against any other non-City Defendant in the Civil Action.

PART I

1.1 In consideration of the promises made by Horn in this Agreement, the City agrees to pay Horn the sum of Fifty Thousand Dollars (\$50,000.00) (hereinafter referred to as, the "Payment"), within seven days of the execution of this Agreement.

1.2 The Parties acknowledge and agree that the Payment to Horn is a settlement on account of personal physical injuries in accordance with Section 104(a)(2) of the Internal Revenue Code.

PART II

2.1 In consideration of the Payment, Horn agrees to voluntarily dismiss his claims against the City Defendants in the Civil Action with prejudice and hereby directs his attorney to execute an Agreed Order dismissing his claims against the City Defendants with prejudice and to submit that Order to the Court for entry.

2.2 In further consideration of the Payment, Horn hereby fully, finally and forever releases, acquits, holds harmless and discharges the City Defendants from any and all claims, demands, actions and causes of action, obligations, damages, costs or expenses, including attorney fees, known or unknown, contingent or otherwise and whether specifically mentioned or not, that Horn now has or has had or which might be claimed to exist at or prior to the date of this Agreement, including but not limited to, any and all other claims or suits against the City Defendants arising out of Horn's arrest on April 13, 2013.

2.3 Horn further agrees to release, indemnify and hold the City Defendants harmless from any and all claims which he has, or may have, for attorney fees and costs arising out of the Civil Action; from any claims for indemnity or contribution asserted by any non-City Defendant in the Civil Action; and, from the claims of any healthcare providers or healthcare insurers who may have provided treatment or services, or made payment for treatment or services, for any injuries that Horn sustained as result of his arrest on April 13, 2013 as alleged in the Civil Action.

2.4 Horn also acknowledges that he is solely responsible for reimbursing Medicaid, Medicare and/or any other governmental agency for any and all conditional payments that it has made or will make for his medical treatment, if any, relating to any of the acts or omissions on the part of the City Defendants as alleged in the Civil Action. Horn further represents, warrants and verifies that if Medicaid, Medicare and/or any other governmental agency made any payment on his behalf for the payment of any expenses incurred arising from injuries that Horn claims he sustained as a result of the acts or omissions on the part of the City Defendants as alleged in the Civil Action, Horn will notify the Centers for Medicare and Medicaid Services, the Commonwealth of Kentucky, or any other designated contractor of those agencies of this settlement and Horn agrees to repay Medicaid, Medicare and/or any other governmental agency from the Payment to the extent required by law. Horn also acknowledges, stipulates and agrees that the City Defendants, and their insurer, have made the Payment in specific reliance upon the foregoing acknowledgement and verification, and accordingly, Horn holds them harmless and agrees to indemnify them from any and all claims of Medicaid, Medicare and/or any other governmental agency for payments made on Horn's behalf.

2.5 Horn warrants, represents and agrees that he is not relying on the advice of the City Defendants or their legal counsel with respect to the legal, income tax or other consequences of any kind arising out of this Agreement, and accordingly, Horn hereby releases and holds the City Defendants and their counsel harmless from any claim, demand, levy, co-lien or cause of action which may be asserted because the legal, income tax or other consequences of this Agreement are other than those anticipated by Horn.

PART III

3.1 Horn agrees that neither the Payment, nor the fact of this Agreement, constitutes an admission of any liability, violation of law or wrongdoing of any kind or nature whatsoever on behalf of the City Defendants, all of whom expressly deny liability, and Horn acknowledges that the City Defendants sole purpose in resolving this Civil Action

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

Caucus Meeting Date	2/18/2020
Legislative Meeting Date	2/25/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature

Responsible Staff Person
Cassandra Zoda

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE REVOCABLE LICENE AND NON-EXCLUSIVE EASEMENT AGREEMENTS WITH 601 MAIN STREET,LLC dba COCK AND BULL ENGLISH PUB, FRIDA,LLC, AND LISSE, LCC FOR USE OF PORTIONS OF THE SIXTH STREET PLAZA FOR OUTDOOR DINING

Description of Request Including Background Information if Relevant
Since approximately 2016, Cock and Bull, Lisse, and Frida have obtained yearly license and easement agreements to utilize portions of the Sixth Street Plaza for outside dining. This year, the legal department recommended an annually renewing agreement concurrent with the restaurants table and chairs permits.
The agreements can be terminated by the City for any reason upon 30 days notice. The restaurants will be required to indemnify the city, and to maintain liability insurance.

Company/Entity (if multiple, list all)
601 Main Street LLC
Frida, LLC; Lisse, LLC

Value/Cost
N/A

Funding Source Including Account No.
N/A

Copy of Contract Attached?
Yes

Payment Terms
N/A

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

SIGNING ORDER

1.  _____ 2-12-20
 LEGAL DEPARTMENT REPRESENTATIVE DATE

2. _____ DATE

3.  _____ 2/20/2020
 CITY MANAGER DATE

EXCLUSIVE REVOCABLE LICENSE AND NON-EXCLUSIVE EASEMENT AGREEMENT

RECITALS

This **EXCLUSIVE REVOCABLE LICENSE AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2020 by and between the **CITY OF COVINGTON**, a Kentucky municipal corporation of the home rule class ("City"), and 601 Main Street, LLC dba Cock and Bull English Pub ("Licensee"), a Kentucky limited liability company with a principal address at 1250 SPRINGFIELD PIKE, Cincinnati, OH 45215.

RECITALS

A. **WHEREAS**, Licensee operates a restaurant (the "Business") at 601 Main Street, Covington, Kentucky ("the Pub") and is the holder of a Kentucky and City of Covington Liquor License.

B. **WHEREAS**, the City is the owner of the public right of way located on the plaza to the west of Main Street on Sixth Street in Covington, Kentucky; and

C. **WHEREAS**, in order to activate the public space and foster vitality and economic growth to the City's downtown area, it is in the interest of the City to grant an exclusive revocable license and a non-exclusive easement to Licensee to permit the operation of an outdoor dining area upon the northern and southern half of the plaza surrounding the Goose Girl Fountain.

STATEMENT OF THE AGREEMENT

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

1. **Licensed Premises**. The City is the record owner of the plaza that is located to the west of Main Street on Sixth Street in Covington, Kentucky as well as the public-right of way extending from the Business across Sixth Street (together these areas shall be referred to as the "Licensed Premises"). Said Licensed Premises are depicted in greater detail in the document that is attached hereto as Exhibit A.

2. **Grant of Exclusive License**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City grants to Licensee a temporary, exclusive, revocable and non-assignable, license ("License") to the portion of the Licensed Premises that is highlighted in yellow on the attached Exhibit A (the "License Area") for the sole purpose of installing tables and chairs to operate and maintain an outdoor dining area (the "Purpose"). Licensee shall have the right to serve alcoholic beverages upon the License Area, provided it obtains all necessary licenses and permits from the City and the State. The City retains a four (4) foot easement of ingress and egress on all sides of the License Area during the Term of this Agreement.

3. **Grant of Non-Exclusive Easement**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City further grants a temporary, non-exclusive, revocable and non-assignable easement for ingress and egress over the portion the Licensed Premises that is highlighted in red on the document attached hereto as Exhibit A. (the "Easement Area"). Said Easement Area shall be used to facilitate ingress and

egress to fulfill the Purpose of this Agreement. The City retains the right to allow vehicular traffic to traverse the Easement Area throughout the Term of this Agreement.

4. Term. The term of this Agreement shall begin upon the later of the date of execution of this Agreement, or March 1, 2020, whichever is later, and unless sooner terminated pursuant to Paragraph 14, shall expire on October 31, 2020 (the "Term"). Thereafter this Agreement shall automatically renew for subsequent terms concurrent with the term of any Tables and Chairs permit issued pursuant to Chapter 96.70 of the Covington Code of Ordinances.

5. Hours of Operation. Seating, outdoor service, and outdoor music shall be conducted in compliance with all relevant provisions of Chapter 96.70.

6. Licensee's Standard of Care. Throughout the Term, the Licensee, its agents, employees, invitees, or contractors must use reasonable care and perform the maintenance, operation, and repairs in a workmanlike manner.

7. Legal Requirements. Throughout the Term, Licensee covenants and agrees to obtain and maintain, if any, all necessary licenses and permits from the relevant local authorities and to operate the Licensed Premises in accordance with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements, including without limitation Chapter 96.70 ("the "Tables and Chairs Ordinance"); Chapter 92 of the Covington Code of Ordinances (the "Nuisance Ordinance") and Chapter 95 of the Covington Code of Ordinances (the "Solid Waste and Litter Abatement Ordinance") (together the "Legal Requirements").

8. Restrictions on Use. Licensee covenants that it shall not permit any use of the Licensed Premises other than to fulfill the Purpose, including without limitation, not permitting (i) any unlawful activity, (ii) the posting of any commercial message; (iii) the performance of any activity that, in the sole discretion of the City, disrupts or damages any surrounding properties; or (iv) any action that would constitute a violation of any Legal Requirement.

9. No Subterranean Alterations or Improvements. The Licensee covenants not to fill, excavate, mine, drill, remove topsoil, sand, gravel, rock, minerals, concrete, asphalt or other materials which alter the street, roadway surface, or topography of the Licensed Premises, except as required to fulfill the Purpose of this Agreement. Should the Purpose require such alterations, the Licensee shall not proceed without written approval from the City Manager.

10. City's Warranties and Representations. The City makes no representations or warranties with regard to the condition of the Licensed Premises, any encumbrances, restrictions and conditions, which may affect the Licensed Premises, the suitability of the Licensed Premises for the Purpose, or the compliance of the Purpose with any applicable Legal Requirements.

11. City's Maintenance Obligations. Throughout the Term, the City shall not be required to furnish any services, make any repairs, complete any improvements, or expend any sums with regard to the Licensed Premises. The City shall not be responsible for any loss or damage to personal property on the Licensed Premises. From time to time, the City may enter upon the Licensed Premises for any reason, including inspection. Nothing contained in this Paragraph shall create a duty to the City to make any repairs or perform any work upon the Licensed Premises.

12. Insurance. During the Term, the Licensee shall maintain general liability insurance that meets the requirements provided within the Tables and Chairs Ordinance. The policy shall be procured from a reputable insurance provider authorized to do business in the Commonwealth of Kentucky and acceptable to the City. The policy shall contain a statement naming the City as an additional insured and the Licensee shall provide the City with a declaration sheet prior to the Effective Date.

13. Indemnification. Licensee shall save and hold harmless the City, its agents, employees, commissioners, officers, and officials from any loss, damage, or injury of any kind or character, whatsoever, that may arise from anything done, or omitted to be done, by Licensee, its agents, invitees, guests, licensees, employees, or contractors in connection with or in any way related to the matters authorized by this Agreement. Licensee agrees to release, indemnify, and hold harmless the City (including, but not limited to, reasonable attorney fees, expert witness costs, and court costs), without limitation, from and against any and all claims, suits, injuries, damage claims, liability and/or cause of action which may ever arise as a result of injury and/or damage to property or persons claimed to be the result of the installation, operation, or ongoing maintenance of the Licensed Premises by Licensee, including any personal injury resulting from the ingress and egress to the License Area. This Paragraph shall survive the expiration or earlier termination of this Agreement to the extent that they pertain to any injury that occurs during the term of the Agreement.

14. Termination. The Parties may terminate this Agreement for the reasons set forth below with notice being provided to the other pursuant to Paragraph 18 below:

- a. Mutual Agreement. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Termination for Default. Either Party may terminate this Agreement for a material breach of any covenant herein with fifteen (15) days written notice of default and the failure of the breaching party to cure said default within a reasonable time as established by the Parties in writing.
- c. Automatic Termination. This Agreement shall terminate automatically upon the first day that, in the sole discretion of the City, the Licensed Premises cease to be used to fulfill the Purpose.
- d. Public Convenience. City may terminate this Agreement at any time upon 30 days notice for public convenience.

15. Licensee's Obligations upon Termination. Upon expiration or earlier termination, Licensee shall remove the all fixtures, and any personal property from the Licensed Premises and return the Licensed Premises to a condition that, in the sole discretion of the City, is substantially the same as it was at the beginning of the Term (the "Original Condition"). Licensee shall be solely responsible for the cost of removal and any repairs necessary to restore the Licensed Premises to its Original Condition. Licensee agrees that if the Licensed Premises is not returned to its Original Condition within fifteen (15) days of expiration or sooner termination, that the City shall have the right, at its option, to restore the Licensed Premises with the Licensee remitting all costs of restoration to the City within thirty (30) days. This Paragraph shall survive the expiration or earlier termination of this Agreement.

16. Assignments and Leases. Licensee shall not assign this Agreement nor sublet the Licensed Premises or any part thereof without first obtaining the written consent of the City. No assignment or other license or lease shall operate to relieve Licensee from any obligations under this Agreement unless the City specifically agrees in its written consent to such assignment or other license or lease that the same shall have such effect.

17. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the respective heirs, successors, and assigns of

the City and Licensee; however, no assignment of this Agreement, whether by act of Licensee or by operation of law, in violation of any provisions of this Agreement shall vest in any assignee any right, title, or interest whatsoever.

18. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective for all purposes as of the date such communication is (a) personally delivered to; or (b) received by registered or certified mail, return receipt requested, at the following address or at such other address as may be furnished by one party to the other:

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

If to 601 Main Street LLC
Licensee: 601 Main Street
 Covington, KY 41011

19. Authorization. Licensee warrants that the individual signing this Agreement is authorized to do so on behalf of Licensee, and this Agreement is fully binding.

20. Non-waiver. The failure by the City to exercise any right or remedy it has with respect to any Default by Licensee shall not operate to prevent the City from terminating this Agreement.

21. Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. Any lawsuit related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

22. Entire Agreement. This Agreement constitutes the entire agreement between City and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Licensee.

[Signature Page Below]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF COVINGTON

Joseph U. Meyer, Mayor

LICENSEE:

601 Main Street, LLC dba Cock and Bull English Pub

_____ [sign]

By: _____ [print name]

Its: _____ [title]

EXHIBIT A
LICENSED PREMISES

EXHIBIT B
TABLES AND CHAIRS PERMIT

EXCLUSIVE REVOCABLE LICENSE AND NON-EXCLUSIVE EASEMENT AGREEMENT

This **EXCLUSIVE REVOCABLE LICENSE AGREEMENT** ("Agreement") is effective as of this _____ day of _____, 2020 by and between the **CITY OF COVINGTON**, a Kentucky municipal corporation of the home rule class ("City"), and Frida, LLC ("Licensee"), a Kentucky limited liability company with a principal address at 521 Main Street, Covington, KY 41011.

RECITALS

A. **WHEREAS**, Licensee operates a restaurant (the "Business") at 521 Main Street, Covington, Kentucky ("the Restaurant") and is the holder of a Kentucky and City of Covington Liquor License.

B. **WHEREAS**, the City is the owner of the public right of way located on the plaza to the east of Main Street on Sixth Street in Covington, Kentucky; and

C. **WHEREAS**, in order to activate the public space and foster vitality and economic growth to the City's downtown area, it is in the interest of the City to grant an exclusive revocable license and a non-exclusive easement to Licensee to permit the operation of an outdoor dining area upon the southern half of the plaza.

STATEMENT OF THE AGREEMENT

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

1. **Licensed Premises**. The City is the record owner of the plaza that is located to the east of Main Street on Sixth Street in Covington, Kentucky as well as the public-right of way extending from the Restaurant across Sixth Street (together these areas shall be referred to as the "Licensed Premises"). Said Licensed Premises are depicted in greater detail in the document that is attached hereto as Exhibit A.

2. **Grant of Exclusive License**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City grants to Licensee a temporary, exclusive, revocable and non-assignable, license ("License") to the portion of the Licensed Premises that is highlighted in yellow on the attached Exhibit A (the "License Area") for the sole purpose of installing tables and chairs to operate and maintain an outdoor dining area (the "Purpose"). Licensee shall have the right to serve alcoholic beverages upon the License Area, provided it obtains all necessary licenses and permits from the City and the State. The City retains a four (4) foot easement of ingress and egress on all sides of the License Area during the Term of this Agreement.

3. **Grant of Non-Exclusive Easement**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City further grants a temporary, non-exclusive, revocable and non-assignable easement for ingress and egress over the portion the Licensed Premises that is highlighted in red on the document attached hereto as Exhibit A. (the "Easement Area"). Said Easement Area shall be used to facilitate ingress and egress to fulfill the Purpose of this Agreement. The City retains the right to allow vehicular traffic to traverse the Easement Area throughout the Term of this Agreement.

4. **Term**. The term of this Agreement shall begin upon the date of execution of this Agreement or March 1, 2020, whichever is later, and unless sooner terminated pursuant to

Paragraph 14, shall expire on October 31, 2019 (the "Term"). Thereafter this Agreement shall automatically renew for subsequent terms concurrent with the term of any Tables and Chairs permit issued pursuant to Chapter 96.70 of the Covington Code of Ordinances.

5. Hours of Operation. Seating, outdoor service, and outdoor music shall be conducted in compliance with all relevant provisions of Chapter 96.70.

6. Licensee's Standard of Care. Throughout the Term, the Licensee, its agents, employees, invitees, or contractors must use reasonable care and perform the maintenance, operation, and repairs in a workmanlike manner.

7. Legal Requirements. Throughout the Term, Licensee covenants and agrees to obtain and maintain, if any, all necessary licenses and permits from the relevant local authorities and to operate the Licensed Premises in accordance with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements, including without limitation Covington's Table and Seating Ordinance; Chapter 92 of the Covington Code of Ordinances (the "Nuisance Ordinance") and Chapter 95 of the Covington Code of Ordinances (the "Solid Waste and Litter Abatement Ordinance"). (together the "Legal Requirements").

8. Restrictions on Use. Licensee covenants that it shall not permit any use of the Licensed Premises other than to fulfill the Purpose, including without limitation, not permitting (i) any unlawful activity, (ii) the posting of any commercial message; (iii) the performance of any activity that, in the sole discretion of the City, disrupts or damages any surrounding properties; or (iv) any action that would constitute a violation of any Legal Requirement.

9. No Subterranean Alterations or Improvements. The Licensee covenants not to fill, excavate, mine, drill, remove topsoil, sand, gravel, rock, minerals, concrete, asphalt or other materials which alter the street, roadway surface, or topography of the Licensed Premises, except as required to fulfill the Purpose of this Agreement. Should the Purpose require such alterations, the Licensee shall not proceed without written approval from the City Manager.

10. City's Warranties and Representations. The City makes no representations or warranties with regard to the condition of the Licensed Premises, any encumbrances, restrictions and conditions, which may affect the Licensed Premises, the suitability of the Licensed Premises for the Purpose, or the compliance of the Purpose with any applicable Legal Requirements.

11. City's Maintenance Obligations. Throughout the Term, the City shall not be required to furnish any services, make any repairs, complete any improvements, or expend any sums with regard to the Licensed Premises. The City shall not be responsible for any loss or damage to personal property on the Licensed Premises. From time to time, the City may enter upon the Licensed Premises for any reason, including inspection. Nothing contained in this Paragraph shall create a duty to the City to make any repairs or perform any work upon the Licensed Premises.

12. Insurance. During the Term, the Licensee shall maintain general liability insurance that meets the requirements provided within the Tables and Chairs Ordinance. The policy shall be procured from a reputable insurance provider authorized to do business in the Commonwealth of Kentucky and acceptable to the City. The policy shall contain a statement naming the City as an additional insured and the Licensee shall provide the City with a declaration sheet prior to the Effective Date.

13. Indemnification. Licensee shall save and hold harmless the City, its agents, employees, commissioners, officers, and officials from any loss, damage, or injury of any kind or character, whatsoever, that may arise from anything done, or omitted to be done, by Licensee, its agents, invitees, guests, licensees, employees, or contractors in connection with or in any way

related to the matters authorized by this Agreement. Licensee agrees to release, indemnify, and hold harmless the City (including, but not limited to, reasonable attorney fees, expert witness costs, and court costs), without limitation, from and against any and all claims, suits, injuries, damage claims, liability and/or cause of action which may ever arise as a result of injury and/or damage to property or persons claimed to be the result of the installation, operation, or ongoing maintenance of the Licensed Premises by Licensee, including any personal injury resulting from the ingress and egress to the License Area. This Paragraph shall survive the expiration or earlier termination of this Agreement to the extent that they pertain to any injury that occurs during the term of the Agreement.

14. Termination. The Parties may terminate this Agreement for the reasons set forth below with notice being provided to the other pursuant to Paragraph 18 below:

- a. Mutual Agreement. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Termination for Default. Either Party may terminate this Agreement for a material breach of any covenant herein with fifteen (15) days written notice of default and the failure of the breaching party to cure said default within a reasonable time as established by the Parties in writing.
- c. Automatic Termination. This Agreement shall terminate automatically upon the first day that, in the sole discretion of the City, the Licensed Premises cease to be used to fulfill the Purpose.
- d. Public Convenience. City may terminate this Agreement at any time upon 30-days notice for public convenience.

15. Licensee's Obligations upon Termination. Upon expiration or earlier termination, Licensee shall remove the all fixtures, and any personal property from the Licensed Premises and return the Licensed Premises to a condition that, in the sole discretion of the City, is substantially the same as it was at the beginning of the Term. (the "Original Condition"). Licensee shall be solely responsible for the cost of removal and any repairs necessary to restore the Licensed Premises to its Original Condition. Licensee agrees that if the Licensed Premises is not returned to its Original Condition within fifteen (15) days of expiration or sooner termination, that the City shall have the right, at its option, to restore the Licensed Premises with the Licensee remitting all costs of restoration to the City within thirty (30) days. This Paragraph shall survive the expiration or earlier termination of this Agreement.

16. Assignments and Leases. Licensee shall not assign this Agreement nor sublet the Licensed Premises or any part thereof without first obtaining the written consent of the City. No assignment or other license or lease shall operate to relieve Licensee from any obligations under this Agreement unless the City specifically agrees in its written consent to such assignment or other license or lease that the same shall have such effect.

17. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the respective heirs, successors, and assigns of the City and Licensee; however, no assignment of this Agreement, whether by act of Licensee or by operation of law, in violation of any provisions of this Agreement shall vest in any assignee any right, title, or interest whatsoever.

18. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective for all purposes as of the date such communication is (a) personally delivered to; or (b) received by registered or certified mail, return receipt requested, at the following address or at such other address as may be furnished by one party to the other:

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

If to Frida: Frida, LLC ATTN: Paul Weckman
521 Main Street
Covington, KY 41011

19. Authorization. Licensee warrants that the individual signing this Agreement is authorized to do so on behalf of Licensee, and this Agreement is fully binding.

20. Non-waiver. The failure by the City to exercise any right or remedy it has with respect to any Default by Licensee shall not operate to prevent the City from terminating this Agreement.

21. Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. Any lawsuit related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

22. Entire Agreement. This Agreement constitutes the entire agreement between City and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Licensee.

[Signature Page Below]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF COVINGTON

Joseph U. Meyer, Mayor

**LICENSEE:
Frida, LLC**

By: _____

Its: _____

**EXHIBIT A
LICENSED PREMISES**

EXHIBIT B
TABLES AND CHAIRS PERMIT

EXCLUSIVE REVOCABLE LICENSE AND NON-EXCLUSIVE EASEMENT AGREEMENT

This **EXCLUSIVE REVOCABLE LICENSE AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2020 by and between the **CITY OF COVINGTON**, a Kentucky municipal corporation of the home rule class ("City"), and Lisse, LLC ("Licensee"), a Kentucky limited liability company with a principal address at 7450 Industrial Road, Florence, KY 41042.

RECITALS

A. **WHEREAS**, Licensee operates a restaurant (the "Business") at 530 Main Street, Covington, Kentucky ("the Restaurant") and is the holder of a Kentucky and City of Covington Liquor License.

B. **WHEREAS**, the City is the owner of the public right of way located on the plaza to the east of Main Street on Sixth Street in Covington, Kentucky; and

C. **WHEREAS**, in order to activate the public space and foster vitality and economic growth to the City's downtown area, it is in the interest of the City to grant an exclusive revocable license and a non-exclusive easement to Licensee to permit the operation of an outdoor dining area upon the northern half of the plaza.

STATEMENT OF THE AGREEMENT

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

1. **Licensed Premises**. The City is the record owner of the plaza that is located to the east of Main Street on Sixth Street in Covington, Kentucky as well as the public-right of way extending from the Business across Sixth Street (together these areas shall be referred to as the "Licensed Premises"). Said Licensed Premises are depicted in greater detail in the document that is attached hereto as Exhibit A.

2. **Grant of Exclusive License**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City grants to Licensee a temporary, exclusive, revocable and non-assignable, license ("License") to the portion of the Licensed Premises that is highlighted in yellow on the attached Exhibit A (the "License Area") for the sole purpose of installing tables and chairs to operate and maintain an outdoor dining area. (the "Purpose"). Licensee shall have the right to serve alcoholic beverages upon the License Area, provided it obtains all necessary licenses and permits from the City and the State. The City retains a four (4) foot easement of ingress and egress on all sides of the License Area during the Term of this Agreement.

3. **Grant of Non-Exclusive Easement**. Subject to the terms and conditions set forth herein and under Chapter 96.70 of the Covington Code of Ordinances, the City further grants a temporary, non-exclusive, revocable and non-assignable easement for ingress and egress over the portion the Licensed Premises that is highlighted in red on the document attached hereto as Exhibit A. (the "Easement Area"). Said Easement Area shall be used to facilitate ingress and egress to fulfill the Purpose of this Agreement. The City retains the right to allow vehicular traffic to traverse the Easement Area throughout the Term of this Agreement.

4. **Term**. The term of this Agreement shall begin upon the date of execution of this Agreement or March 1, 2020, whichever is later, and unless sooner terminated pursuant to

Paragraph 14, shall expire on October 31, 2020. (the "Term") Thereafter the Parties, by mutual written agreement, may extend this Agreement for subsequent terms concurrent with the term of any Tables and Chairs permit issued pursuant to Chapter 96.70 of the Covington Code of Ordinances.

5. Hours of Operation. Seating, outdoor service, and outdoor music shall be conducted in compliance with all relevant provisions of Chapter 96.70.

6. Licensee's Standard of Care. Throughout the Term, the Licensee, its agents, employees, invitees, or contractors must use reasonable care and perform the maintenance, operation, and repairs in a workmanlike manner.

7. Legal Requirements. Throughout the Term, Licensee covenants and agrees to obtain and maintain, if any, all necessary licenses and permits from the relevant local authorities and to operate the Licensed Premises in accordance with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements, including without limitation Covington's Table and Seating Ordinance; Chapter 92 of the Covington Code of Ordinances (the "Nuisance Ordinance") and Chapter 95 of the Covington Code of Ordinances (the "Solid Waste and Litter Abatement Ordinance") (together the "Legal Requirements").

8. Restrictions on Use. Licensee covenants that it shall not permit any use of the Licensed Premises other than to fulfill the Purpose, including without limitation, not permitting (i) any unlawful activity, (ii) the posting of any commercial message; (iii) the performance of any activity that, in the sole discretion of the City, disrupts or damages any surrounding properties; or (iv) any action that would constitute a violation of any Legal Requirement.

9. No Subterranean Alterations or Improvements. The Licensee covenants not to fill, excavate, mine, drill, remove topsoil, sand, gravel, rock, minerals, concrete, asphalt or other materials which alter the street, roadway surface, or topography of the Licensed Premises, except as required to fulfill the Purpose of this Agreement. Should the Purpose require such alterations, the Licensee shall not proceed without written approval from the City Manager.

10. City's Warranties and Representations. The City makes no representations or warranties with regard to the condition of the Licensed Premises, any encumbrances, restrictions and conditions, which may affect the Licensed Premises, the suitability of the Licensed Premises for the Purpose, or the compliance of the Purpose with any applicable Legal Requirements.

11. City's Maintenance Obligations. Throughout the Term, the City shall not be required to furnish any services, make any repairs, complete any improvements, or expend any sums with regard to the Licensed Premises. The City shall not be responsible for any loss or damage to personal property on the Licensed Premises. From time to time, the City may enter upon the Licensed Premises for any reason, including inspection. Nothing contained in this Paragraph shall create a duty to the City to make any repairs or perform any work upon the Licensed Premises.

12. Insurance. During the Term, the Licensee shall maintain general liability insurance that meets the requirements provided within the Tables and Chairs Ordinance. The policy shall be procured from a reputable insurance provider authorized to do business in the Commonwealth of Kentucky and acceptable to the City. The policy shall contain a statement naming the City as an additional insured and the Licensee shall provide the City with a declaration sheet prior to the Effective Date.

13. Indemnification. Licensee shall save and hold harmless the City, its agents, employees, commissioners, officers, and officials from any loss, damage, or injury of any kind or character, whatsoever, that may arise from anything done, or omitted to be done, by Licensee, its

agents, invitees, guests, licensees, employees, or contractors in connection with or in any way related to the matters authorized by this Agreement. Licensee agrees to release, indemnify, and hold harmless the City (including, but not limited to, reasonable attorney fees, expert witness costs, and court costs), without limitation, from and against any and all claims, suits, injuries, damage claims, liability and/or cause of action which may ever arise as a result of injury and/or damage to property or persons claimed to be the result of the installation, operation, or ongoing maintenance of the Licensed Premises by Licensee, including any personal injury resulting from the ingress and egress to the License Area. This Paragraph shall survive the expiration or earlier termination of this Agreement to the extent that they pertain to any injury that occurs during the term of the Agreement.

14. Termination. The Parties may terminate this Agreement for the reasons set forth below with notice being provided to the other pursuant to Paragraph 18 below:

- a. Mutual Agreement. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Termination for Default. Either Party may terminate this Agreement for a material breach of any covenant herein with fifteen (15) days written notice of default and the failure of the breaching party to cure said default within a reasonable time as established by the Parties in writing.
- c. Automatic Termination. This Agreement shall terminate automatically upon the first day that, in the sole discretion of the City, the Licensed Premises cease to be used to fulfill the Purpose.
- d. Public Convenience. City may terminate this Agreement at any time upon 30-days notice for public convenience.

15. Licensee's Obligations upon Termination. Upon expiration or earlier termination, Licensee shall remove the all fixtures, and any personal property from the Licensed Premises and return the Licensed Premises to a condition that, in the sole discretion of the City, is substantially the same as it was at the beginning of the Term. (the "Original Condition"). Licensee shall be solely responsible for the cost of removal and any repairs necessary to restore the Licensed Premises to its Original Condition. Licensee agrees that if the Licensed Premises is not returned to its Original Condition within fifteen (15) days of expiration or sooner termination, that the City shall have the right, at its option, to restore the Licensed Premises with the Licensee remitting all costs of restoration to the City within thirty (30) days. This Paragraph shall survive the expiration or earlier termination of this Agreement.

16. Assignments and Leases. Licensee shall not assign this Agreement nor sublet the Licensed Premises or any part thereof without first obtaining the written consent of the City. No assignment or other license or lease shall operate to relieve Licensee from any obligations under this Agreement unless the City specifically agrees in its written consent to such assignment or other license or lease that the same shall have such effect.

17. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the respective heirs, successors, and assigns of the City and Licensee; however, no assignment of this Agreement, whether by act of Licensee or by operation of law, in violation of any provisions of this Agreement shall vest in any assignee any right, title, or interest whatsoever.

18. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective for all purposes as of the date such communication is (a) personally delivered to; or (b) received by registered or certified mail, return receipt requested, at the following address or at such other address as may be furnished by one party to the other:

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

If to Lisse: Lisse LLC
530 Main Street
Covington, KY 41011

19. Authorization. Licensee warrants that the individual signing this Agreement is authorized to do so on behalf of Licensee, and this Agreement is fully binding.

20. Non-waiver. The failure by the City to exercise any right or remedy it has with respect to any Default by Licensee shall not operate to prevent the City from terminating this Agreement.

21. Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. Any lawsuit related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

22. Entire Agreement. This Agreement constitutes the entire agreement between City and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Licensee.

[Signature Page Below]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF COVINGTON

Joseph U. Meyer, Mayor

LICENSEE:

Lisse, LLC

By: Han Philipppo

Its: Manager

**EXHIBIT A
LICENSED PREMISES**

EXHIBIT A-LISSE



(HP-O)

MAIN ST

25

COVINGTON
(HP-O)

W 6TH ST

Building	Recreation
Building	Ball Fields
Pool	Playground/
Tank	General Rec
Concrete Pad	Tee/Green
Roads	Topography
Paved Road	Index Contour
Unpaved Road	Intermediate Contour
Bridges	Contour
Paved Parking	Creek / Stream
Unpaved Parking	River / Lake
Railroad	Boundaries
Utilities	Parcel
Sewer	Zoning
Sewer Structure	
Water Pipe	
Water Hydrant	

1:600

0 15 30 60 Feet

2332 Royal Drive
Fort Mitchell, KY 41017
859.331.8980
Office hours M-F 8-5
www.linkgis.org

Parcel data provided by CCPVA,
PCPVA and LINK-GIS.

Date: 3/18/2016

These GIS data are deemed reliable and every effort has been made to ensure their accuracy. They are, however, provided "as is" without warranty of correctness, timeliness, reliability, or completeness. Map elements do not represent a legal survey or find. Use of these data for any purpose should be with an acknowledgement of their limitations, including the fact that they are dynamic in nature and in a constant state of maintenance. Field investigation may be necessary.

EXHIBIT B
TABLES AND CHAIRS PERMIT

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

Caucus Meeting Date	2.18.20
Legislative Meeting Date	2.25.20
Order <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>	

Division/Department Head Signature


Responsible Staff Person
Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT AND A PAYMENT IN LIEU OF TAXES AGREEMENT WITH MONARCH, LLC TO PROVIDE INDUSTRIAL REVENUE BOND AND TAX INCREMENT FINANCE INCENTIVES.

Description of Request Including Background Information if Relevant
PLEASE SEE ATTACHED COVER MEMO.

Company/Entity (if multiple, list all)
MONARCH, LLC

SIGNING ORDER

Value/Cost
N/A

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

Funding Source Including Account No.
N/A

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

Copy of Contract Attached?
YES

3.  _____ DATE 2/12/2020
CITY MANAGER

Payment Terms
SEE ATTACHED MEMO

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



Department of Economic Development

Memorandum

To: Mayor and City Commissioners
From: Economic Development Department
Date: February 20th, 2020
Re: Monarch Building – Incentive Recommendation

This memo outlines the details of an incentive for the Monarch Building redevelopment.

PROJECT SUMMARY

The Monarch Building Project is the adaptive reuse and expansion of an historic 10,000 SF building into a four-story, 30,000 SF single-tenant, Class A office building. The building at 103 E 4th Street has been vacant for over 20 years. A well-known regional law firm has selected the Monarch Building as their preferred option for a long term office location and have signed a letter of intent for a 15-year lease. The firm will bring 79 new jobs to the city. The total project cost is \$11,323,000.

PROJECT DESCRIPTION

The law firm is one of the top 15 largest in Greater Cincinnati. Due in part to the age of their current building and desire to attract and retain talent, the firm underwent a yearlong site search with a national consultant and determined Covington was the best option to meet their goals for growth and prosperity. The firm was attracted to the Monarch building due to its access, amenities, and overall vibe. The firm currently has 68 employees and conservatively expects to grow by 10 additional employees. The average salary at the firm is \$120,750. The firm has signed a letter of intent to lease the entire building for 15 years and would like to be moved in by Summer 2021.

As part of the firm's investment, the historic building at 103 E 4th Street in Roebling Point will undergo an all-encompassing renovation and addition. The historic façade will be restored and its interior gutted and finished as Class A, single-tenant office space. Two additional floors of office space will be added to the historic structure. The existing garage/annex to the west will be demolished and a four-story addition will be constructed in its place. This addition will be connected to the existing building via a four-story atrium. The development also includes 59 on-site parking spaces for employees and guests. The firm intends to lease an additional 63 spaces at Midtown Garage from the Covington Parking Authority.

DEVELOPMENT TEAM:

The owner of the property is Monarch, LLC which is 100% owned by Al Haehnle. The developer has site control, the project is "ready to go," and the developer has renovated other buildings in Covington.

FINANCIAL REQUEST:

In Summer 2019, the developer requested a \$150,000 TIF incentive to construct a new water line to service the property. The City sought a state grant with local match; however, the project was not funded. Staff also investigated using several tax credits to reduce the funding gap. Unfortunately, neither option worked for the development.

As bids came back, the development's funding gap increased to \$1.9 million. Without incentives, the project's sources and uses are shown below:

BEFORE INCENTIVES
Sources & Uses

SOURCES		
Republic Bank (Primary)	\$6,571,708	58%
Catalytic Fund (Sub. Loan)	\$650,000	6%
Developer Equity	\$2,240,000	20%
(GAP)	\$1,861,529	16%
TOTAL	\$11,323,237	100%
USES		
Land & Building Acquis.	\$1,075,000	9%
Construction	\$8,586,130	76%
Design	\$231,000	2%
Soft Costs	\$1,031,107	9%
Construction Interest	\$400,000	4%
TOTAL	\$11,323,237	100%

ANALYSIS:

This is an important project for Covington that will reactivate a long-vacant building, create a new 30,000 SF Class A office product, and attract a large legal firm headquarters that will generate new tax revenue for the City. All of these are policy goals stemming from our recently adopted economic development strategy. However, the project faces a significant funding gap of approximately \$1.9 million and a number challenges.

First, the construction costs with the high-end finishes are expensive, but they are not unreasonable. Area construction costs have risen sharply over the last four years rising from an average of \$150 to \$200 per square foot (PSF) for major renovation and new construction. This project comes in at \$216 PSF plus an additional \$55 PSF for tenant improvements.

Second, the office rent charged is in line with the Covington market. The firm has agreed to a 15-year lease at \$20.87 PSF (gross) for the new Class A space, before operating passthroughs. After reviewing market studies and comp properties, we agreed that the negotiated lease rate cannot be increased much higher.

Third, the project faces a financing gap without incentives due to high construction costs and the amount of bank loan financing that can be attracted to the project. Additionally, the developer has limited cash equity. Thus, he was seeking a bank loan based on the city's Industrial Revenue Bond (IRB) and Tax Increment Financing (TIF) incentives to fill the gap.

FILLING THE GAP:

For this development, the City has two tax incentive tools that can be used to fill the gap. We are always cautious to ensure terms are not extended beyond the lease term (in case a company moves) and avoiding extraordinarily long abatement terms, as the net present value of which declines exponentially over time.

1. IRB (property tax incentive): In order to close the projected gap, we negotiated a structure that fills a majority of the gap with an IRB. Effectively, artificially lowering the property tax increases the net operating income and allows the project to attract more

bank financing for construction. This is estimated to have an incentive value of \$1.35 million if the City, County, and CPS all agree to the developer's proposed terms.

- a. 20% Payment in Lieu of Taxes (PILOT) to the City for years 1-15 and 100% for years 16-20.
- b. 20% PILOT for Kenton County and Covington Schools for 20 years (The developer must secure approval by each entity. The City has no role in those approvals.)

2. **TIF Incentive:** After the IRB, the project still faces a funding gap. Staff is always cautious with offering incentives on top of an IRB in order to ensure a strong return on investment (ROI) for the city; however, given the projected gap, a TIF incentive was deemed necessary by the Covington Economic Development Authority board to secure the user and renovate the building.

- a. 80% TIF incentive for 15 years. Incentive is capped annually based on what the City collects from the firm's payroll tax in year 1 (+ 2% compounded annually based on performance).

Unfortunately, the net present value of public incentives declines exponentially over time. Therefore, while this incentive package had a nominal value of \$3.5 million of public subsidies, the bank was only expected to lend approximately \$2.3 million more to the project. Staff's underwriting shows that the combination of the IRB and TIF fills the gap.

AFTER INCENTIVES (est)
Sources & Uses

<u>SOURCES</u>		
Republic Bank (Primary)	\$8,333,000	74%
Catalytic Fund (Sub. Loan)	\$ 750,000	7%
Developer Equity	\$2,240,237	20%
(GAP)	\$0	0%
TOTAL	\$11,323,237	100%
<u>USES</u>		
Land & Building Acquis.	\$1,075,000	9%
Construction	\$8,586,130	76%
Design	\$231,000	2%
Soft Costs	\$1,031,107	9%
Construction Interest	\$400,000	4%
TOTAL	\$11,323,237	100%

BENEFITS & COSTS:

Given the information presented in the application, the incentive proposal is anticipated to provide the City with approximately \$1.65 million¹ of new tax revenue over the next 15 years.

Over the last three years, the City's average incentive per employee is approximately \$11,000. Nationally, the average incentive per new employee is \$19,247 (Site Selection Guild, Aug. 2019 Report). The combined total incentive (all taxing authorities) would provide approximately \$44,000 per employee.

¹ 15-year Present Value Calculation at 4%; Nominal of approximately \$2.1 million. Includes anticipated payroll tax revenue, property tax revenue, and insurance tax revenue.

RECOMMENDATION:

The CEDA Board recommended approval at their January 2, 2020 Board Meeting. The Board noted that this was a high incentive offer, but recommended the incentive package as necessary to land this particular tenant.

	103 E 4th Street, Covington, KY 41011
Property Size	30,000
Purchase / Lease	Lease; Headquarters
Total Project Cost	\$11,323,237
Jobs	68 employees relocating; anticipate 11 new jobs
Avg. Annual Salary	\$121,434
ED Strategy	1) All Things Office Target Industry (pg. 21) 2) "No Product – No Project" (pg. 46)
City Incentive Offer (Proposal)	Industrial Revenue Bond: City 20% PILOT for a 15-year term; 100% PILOT Years 16-20. County & CPS 20% PILOT for 20 year term. Meets all other IRB policy requirements. TIF Incentive: 80% TIF incentive for 15 years. Incentive is capped annually based on what the City collects from the firm's payroll tax in Year 1 (+ 2% compounded annually).
City's Return on Investment	Over the 15 year term, this proposal would generate approximately \$1.65 million in new revenue.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**CITY OF COVINGTON, KENTUCKY,
a municipal corporation of the Home Rule class**

AND

**MONARCH, LLC,
a Kentucky limited liability company.**

Exhibit "A" - Municipal Order dated _____
Exhibit "B" - Agreement in Lieu of Taxes
Exhibit "C" - Site Plan
Exhibit "D" - Scope of Work & Budget
Exhibit "E" - TIF Incentive Example

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TO
DEVELOPMENT AGREEMENT
CITY OF COVINGTON, KENTUCKY
AND
MONARCH, LLC

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DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) dated as of the _____ day of _____, 2020 (“Effective Date”) by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the Home Rule class (“City”), and **MONARCH, LLC**, a Kentucky limited liability company (“Developer”), (the City and the Developer are sometimes individually referred to as “Party” and/or collectively as the “Parties”);

RECITALS

WHEREAS, the Developer owns the property commonly known as the Monarch Building, located at 103-113 E. 4th St., Covington, KY 41011, Kenton County PID No. 054-23-11-002.00 and 054-23-11-003.00 (“Property”), and plans to renovate and rehabilitate the Property as a commercial office space with approximately 30,000 rentable square feet (“Project”);

WHEREAS, the City has determined that the Project will stimulate economic development by:

1. Restoring and preserving an historic building in the City’s urban core,
2. Removing a blighted structure that detracts from the local community and architectural significance of the surrounding area,
3. Adding new state of the art building on a blighted lot,
4. Improving property values,
5. Significantly increasing rental rates in the urban core which will incent further development of commercial office space,
6. Bringing seventy-three (73) jobs to Covington with average salaries in excess of \$100,000 per annum,

7. Stimulating economic activity at nearby existing businesses through increased spending,
8. Contributing to a more sustainable balance of residential and commercial developments in the City.

WHEREAS, in consideration of the obligations and duties assumed by the Developer hereunder, the City agrees to provide certain assistance and incentives to the Developer for the development of the Project as herein specified;

WHEREAS, pursuant to Municipal Order dated _____, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, the Board of Commissioners of the City has authorized the Mayor to execute and enter into this Agreement with the Developer; and

WHEREAS, the Parties desire to fully set forth their mutual agreement, understanding and obligations, in order to facilitate the design, financing, and development of the Project.

STATEMENT OF AGREEMENT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the mutual covenants and undertakings contained herein, it is agreed and covenanted by and between the Parties hereto as follows:

SECTION I

Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings assigned in this Section, unless the context clearly indicates that a contrary or different meaning is intended.

A. “Agreement” shall mean this Development Agreement, including all Exhibits attached hereto, as may be amended or modified by written mutual agreement of the Parties.

B. “Certificate of Occupancy” shall mean a permanent certificate of occupancy for the Property issued by Planning and Development Services of Northern Kentucky pursuant to the current version of the Kentucky Building Code, and consistent with the Final Design Plans.

C. “City” shall mean the City of Covington, Kentucky, a municipal corporation of the Home Rule class organized under the laws of the Commonwealth of Kentucky.

D. “Developer” shall mean Monarch, LLC, a Kentucky limited liability company.

E. “Tenant” shall mean [REDACTED], relocating a minimum of seventy (70) employees to the City (current employment count includes 68 FTEs and 5 non-FTEs, with a current total of 73) to the Property, with a minimum annual payroll in excess of ten million dollars (\$10,000,000.00). Notwithstanding anything to the contrary, if the City receives an open records act request for this agreement or any related documentation, City shall assert the exemption from disclosure set forth in KRS 61.878(1)(d) and redact the name of Tenant from any documents supplied in response to such a request until such time as the City, Developer and Tenant have made a public announcement including Tenant’s name.

F. “Effective Date” shall have the meaning given in the introductory paragraph of this Agreement.

G. “Final Design Plans” shall mean the design plans for the Project attached hereto as Exhibit C.

H. “Job” shall mean a W-2 employee, including any full-time and part-time employees.

I. “PILOT” shall mean the agreement in lieu of taxes, attached hereto as Exhibit B, whereby the Developer commits to making yearly payments to the City for twenty (20) years.

J. “Project” shall have the meaning given in the Recitals set forth above, as further described in Section II and Exhibit D, herein below.

K. “Property” shall have the meaning given in the Recitals set forth above.

L. “Unavoidable Delays” shall mean delays due to labor disputes, lockouts, acts of God, enemy action, terrorist action, civil commotion, riot, governmental actions, rules or regulations; inability to obtain construction, labor, materials or energy, fire, or unavoidable casualty; or any other conditions that could not have been reasonably foreseen by the claiming Party; provided that, in each case, such matters are beyond the reasonable control of the Party claiming such delay.

SECTION II

Project

A. The Project shall be the rehabilitation, construction, equipment, and installation of the Property as commercial office space development, including approximately 30,000 rentable square feet. The Project is the adaptive reuse and expansion of the Property, a 10,000 SF building into a four-story, 30,000 SF single-tenant, Class A office building. The building at 103 E 4th Street has been vacant for over 20 years and [REDACTED] has selected the Property as their preferred option for a long-term home. They have signed a 15-year lease. [REDACTED] will bring 73 new jobs to the city. The total project cost is \$11,323,000. [REDACTED] currently has 73

employees which will be relocated to the City, and conservatively expects to grow by 10 additional employees during the term of the lease. The average salary at the firm is \$120,750. ■■■ plans to be moved in by the Fall of 2021. As part of the project, the Property will undergo an all-encompassing renovation and addition. The historic façade will be restored and its interior gutted and finished as Class A, single-tenant office space. The existing garage/annex will be demolished, and a four-story addition will be constructed in its place. The development includes 59 on-site parking spaces for employees and guests.

B. The Project shall be owned and operated by the Developer, or Tenant, if Tenant exercises its right of first refusal under the lease for fifteen (15) years from the date the renovation and rehabilitation is substantially completed. The Project shall be financed by the Developer, and the incentives provided by the City, as set forth in Section IV. Any gaps in financing shall be the sole responsibility of the Developer.

C. The Project shall be developed in accordance with the plans and specifications in the Final Design Plans. The Developer shall develop the Project upon the acquisition of, and shall be required to obtain, all necessary permits and approvals required by the City, including the Covington Urban Design Review Board, zoning permits, urban forestry permits, building permits, and other necessary governmental entities and upon approval by the entities, if any, providing financing for the Project, and in accordance with this Agreement. The Developer agrees to proceed expeditiously and use reasonable efforts to obtain all permits and approvals necessary to complete construction of the Project and shall require its contractors and sub-contractors to construct the Project in a diligent and workmanlike manner.

SECTION III

Obligations of the Developer

A. Developer shall invest a minimum of \$11,000,000 of private funds in the rehabilitation, construction, equipment, and installation of the Project. Developer shall submit written documentation of a firm construction financial commitment, including debt, subordinate debt and equity, for not less than \$11,000,000 and shall provide a copy of the lender's real estate appraisal to the City, upon the earlier of ten (10) days following receipt or within one hundred eighty (180) days of the Effective Date. If this deadline is not met, the City may terminate this Agreement by giving the Developer thirty (30) days written notice of said termination, and the opportunity to cure within said thirty (30) days.

B. The Developer shall develop, coordinate, manage and construct the Project in accordance with the Final Design Plans. Any modifications to the Final Design Plans must be requested by Developer and sent to City in writing. Minor modifications must be reviewed by City staff for approval or denial. Material modifications must be reviewed by the Board of Commissioners for approval or denial. Developer shall obtain all necessary permit approvals including but not limited to zoning, building, urban forestry, and historic preservation certificate of appropriateness permits for all modifications approved to the Final Design Plans in accordance with this section. Such requests and resulting review schedules, or denials of permits, shall not constitute an unavoidable delay. Developer acknowledges that any changes to the plan which result in greater expenses shall be the sole responsibility of Developer. Under no circumstances shall additional City incentives be available to the Project other than those named in this Agreement.

As part of these duties and responsibilities, the Developer shall:

1. Use its reasonable best efforts to manage, renovate, rehabilitate and construct the Project, obtain required permits and provide the infrastructure needed to support the Project and shall devote qualified personnel to perform its duties and responsibilities pursuant to this Agreement.
2. In addition to monthly status reports required by this Agreement, meet as requested with representatives of the City to provide updates as to the status of the Project and to coordinate the various phases of the Project with the City.
3. Have the overall responsibility for the general maintenance and control of the construction site and matters relating to the construction of the Project.
4. Begin construction on the Property by July 1, 2020 (the "Project Start Date"). City shall be entitled to terminate this Agreement, and any documents providing Industrial Revenue Bond tax exemptions, should Developer fail to begin construction by the Project Start Date.
5. Complete construction of the Project by October 1, 2021 (the "Milestone Date"). The Developer may request one 90-day extension, which the City Manager shall be authorized to grant or deny in writing based upon the circumstances. The City Manager shall have the authority to refer the extension request to the Board of Commissioners. City shall be entitled to terminate this Agreement and any documents providing Industrial Revenue Bond tax exemptions should Developer fail to complete construction by the Milestone Date or any extension thereof.

C. Except for the incentives that may be granted by the City as set forth in Section IV, the financing for the Project shall be the sole responsibility of the Developer

and the City shall have no other obligation or responsibility for paying for any costs for the Project or related infrastructure, including, but not limited to streetscape enhancements, underground or overhead utility work, or alley improvements, or tenant payroll reimbursement or other tenant incentives.

D. The Developer shall use the Property as commercial office space development and shall within thirty (30) days of the Effective Date hereof, enter into a Lease Agreement (“Lease”) with Developer’s Tenant who will relocate at least seventy (70) Jobs to the Property upon completion of the Project. Developer shall require that the Lease be for a term of no less than fifteen (15) consecutive years at the Property, beginning no later than October 1, 2021. The Developer shall provide a fully executed copy of the Lease to the City within thirty (30) days of the Effective Date of this Agreement.

E. The Developer shall execute the Agreement in Lieu of Taxes (“PILOT Agreement”) attached hereto as Exhibit B, wherein

the Developer commits to making PILOT Payments to the City for the first fifteen (15) years of the PILOT Term in an amount equal to twenty percent (20%) of what the City would otherwise receive in ad valorem real property taxes based on the full assessed value of the Property, and based upon the periodic assessments by the Kenton County PVA and tax rates then in effect, and for years sixteen (16) through twenty (20) of the PILOT Term, an amount equal to one hundred percent (100%) of what the City would otherwise receive in ad valorem real property taxes based upon the full assessed value of the Property, and based upon the periodic assessments by the Kenton County PVA and tax rates then in effect.

F. Developer shall coordinate the announcement of the project in a news conference, news release or other mutually agreed upon format or platform in collaboration with and ensuring the participation of officials representing the City of Covington. The developer shall also provide the City’s Economic Development Director

and Communications Manager with copies of any media announcements or press releases regarding the development not less than twelve (12) hours prior to their release.

G. Developer shall establish a regular communications schedule with the City and provide written progress updates not less than monthly until the Project receives a Certificate of Occupancy. The City reserves the right to provide a template to be used for the progress report.

H. Developer shall incorporate the logo, tagline or other graphic provided by the City on any construction site signage in a manner consistent with other development partners, funders and contractors. The City may also request the installation of one (1) banner or sign per block face at a mutually agreeable location(s) on the site or building façade recognizing the City's involvement in the project. This sign or banner will be provided by the City and will be installed by the Developer.

I. Developer shall pay City's costs to obtain independent issuer counsel to review the Industrial Revenue Bond financing and documents, in an amount not to exceed \$5,000.00. City's issuer counsel shall be paid at the closing of the Industrial Revenue Bonds.

J. Developer shall make all payments in lieu of taxes as required by the PILOT agreement between City and Developer of even date herewith (the "PILOT Agreement").

K. To effectuate the Industrial Revenue Bonds contemplated in Section IV (1), Developer shall be required to enter Industrial Revenue Bond documents with such terms deemed satisfactory to City. Such terms shall include, but not be limited to indemnification by Developer as to City for any lender required documents. At the Industrial Revenue Bond Closing, Developer shall transfer fee title to the Property to the City, and simultaneously lease the Property back to the Developer for the entire term of

the Industrial Revenue Bonds (the “Bond Lease”). The Bond Lease structure shall specify and require that the City has no liability for the Project Financing or the Industrial Revenue Bonds or any obligations related to the Property, including but not limited to utility agreements, Post Construction Storm Water Maintenance Agreements, and easements benefiting the Project. The Bond Lease will additionally have a term making a default by Developer in making the payments in lieu of taxes as required by the PILOT Agreement a default of the Bond Lease.

SECTION IV

Obligations of the City

A. Only in the event the Developer is in good standing with the City pursuant to Section 35.35 of the Covington Code of Ordinances, and satisfies its obligations as set forth in Section III, the City shall provide the following financial incentives to the Developer:

1. The City shall, if authorized in accordance with all applicable terms and required approvals in KRS 103.200 et. seq., issue Industrial Revenue Bonds in the maximum principal amount of \$11,323,000, the ultimate proceeds of which shall be used by Developer for the purposes of financing the construction, installation and equipping of the Project.

2. The City shall provide Developer with a Tax Increment Finance District incentive in an amount equal to eighty percent (80%) of the actually collected and unappealed City of Covington occupational license tax attributable to the Jobs relocated to the Property by Developer’s Tenant for a 15 year term (the “TIF Incentive”), commencing upon Developer’s receipt of a Certificate of

Occupancy, or November 30, 2021, whichever occurs first. The TIF Incentive may not be delayed or extended due to failure of Developer's Tenant to occupy the Property by November 30, 2021. Notwithstanding anything to the contrary contained herein, the TIF Incentive shall be capped yearly based on a baseline payroll figure established in the first year, with a 2% increase in the cap yearly, in accordance with the following provisions:

(a) in the first year of the Lease, the maximum annual TIF Incentive payable hereunder shall be an amount equal to eighty percent (80%) of the collected payroll tax attributable to the Jobs relocated to the Property by Tenant upon Developer's receipt of the Certificate of Occupancy (the "Initial Cap"), multiplied by a fraction, (i) the denominator of which is the number of days during the period commencing upon which Tenant occupies the Project and ending on December 31 of the same year, and (ii) the numerator of which is the number of calendar days in the year that such Certificate of Occupancy is issued;

(b) in the second year of the Lease, and in each subsequent year thereafter, the maximum annual TIF Incentive payable hereunder shall be an amount equal to:

(i) the maximum annual TIF Incentive allowed under this section with respect to the immediately preceding year, multiplied by

(ii) a growth factor of two percent (2%), such growth factor being applied on a compound basis.

The TIF Incentive shall be paid out of the City's Tax Increment Financing Fund ("TIF Fund"), shall always remain dedicated to the Project. Before the City will provide the TIF incentive, the Developer shall submit written requests for the same to the City at the end of each tax year. Thereafter, the City shall issue the

requested TIF Incentive, by April 30th each year. TIF Incentive requests not submitted by this deadline shall be waived and Developer shall have no further right or claim to the TIF Incentive for that year.

For illustration purposes, see Exhibit E for a sample TIF Incentive using a hypothetical payroll figure using the formulas in this section.

3. The City shall execute the PILOT Agreement consistent with the terms referenced herein above, attached hereto as Exhibit B, which shall allow Developer to (i) convey open-end mortgages, assignments of rents, security agreements and fixture filings as collateral to secure its primary and subordinate lenders, including the incentives provided to it herein, and/or (ii) to comply with Tenant's Right of First Refusal to acquire the Project, including the incentives provided herein.

SECTION V

Default/Remedies

A. **Default/Cure.** If a Party (the "Failing Party") fails to perform its obligations, responsibilities, or covenants contained in this Agreement, the other Party (the "Objecting Party") shall be entitled to deliver notice of such failure. If the Failing Party does not commence to cure such failure within fourteen (14) days after receipt of such notice or thereafter does not diligently prosecute such cure with commercially reasonable efforts, then the Failing Party will be in default under this Agreement. Despite a Failing Party diligently prosecuting such a cure with commercially reasonable efforts, after 90 days from the date of the notice of failure from the Objecting Party, the Failing Party will be in default under this Agreement.

B. Remedies Upon Default. Upon default, an Objecting Party will have all remedies available at law or equity including but not limited to the remedies specifically listed in this Agreement, termination of this Agreement, and termination any incentives authorized hereunder. All such remedies shall be cumulative, with implementation of any or all the remedies not affecting or terminating any of the rights then existing or which may thereafter accrue because of such default.

SECTION VI

Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties essential objectives as expressed herein.

SECTION VII

Force Majeure

Neither of the Parties shall be deemed to be in default in the performance of any obligation of such Party under this Agreement, if and so long as the non-performance of such obligation shall be caused by Unavoidable Delays; provided, that within two (2) days after the commencement of such Unavoidable Delay, the non-performing Party shall notify the other Party in writing of the existence and nature of any such Unavoidable Delay and the steps, if any, which the non-performing Party has taken or is planning to take to eliminate such Unavoidable Delay (provided, however, that a failure to give such

notice timely shall not be a default hereunder or impair the non-performing Party's rights to claim an Unavoidable Delay, unless the failure to give such notice timely actually prejudices the other Parties). Thereafter, the non-performing Party shall, from time to time, on written request of the other Party, keep the other Party fully informed, in writing, of further developments concerning such Unavoidable Delay and the effort being made by the non-performing Party to perform the subject obligations. All provisions of any construction schedule shall be adjusted in accordance with such Unavoidable Delay, however after delays totaling a cumulative 365 days, City shall be entitled to terminate this Agreement.

SECTION VIII

Notices

Any notice to be given under this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three (3) days following deposit in the U.S. Mail with proper postage prepaid, Certified or Registered, Return Receipt Requested, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by facsimile or personal delivery:

If to the City:

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

With a Copy to

Michael Bartlett
City Solicitor
20 W. Pike Street
Covington, KY 41011

If to the Developer:

Monarch, LLC
Attn: R. Allen Haehnle
6433 Grand Vista Ave.,
Cincinnati, OH 45213

With a Copy to:

[REDACTED]

SECTION IX
[Intentionally Omitted]

SECTION X
Successors and Assigns

1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement may not be assigned by either party absent prior written consent of the parties hereto. Developer shall provide the City with ten (10) days advance written notice of Developer's intention to (i) convey open-end mortgages, assignments of rents, security agreements and fixture filings as collateral to secure its primary and subordinate lenders, including the incentives provided to it herein, and/or (ii) to comply with Tenant's Right of First Refusal to acquire the Project, including the incentives provided herein, and, in the event that such notice is timely made, the City, shall consent to such assignment(s) to the extent reasonably practical.

SECTION XI

Headings and Index

The headings in this Agreement and the Index are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

SECTION XII

Exhibits

All exhibits to this Agreement shall be deemed to be incorporated herein by reference and made a part hereof, as if set out in full herein.

SECTION XIII

No Waiver

No waiver of any condition or covenant of this Agreement to be satisfied or performed by the City or the Developer shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of either Party, except a written waiver signed by such Party, shall be construed to be a waiver of any condition or covenant to be performed by the other Party.

SECTION XIV

Construction

No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

SECTION XV

Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

SECTION XVI

Relationship of the Parties

Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or either of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties to this Agreement.

SECTION XVII

No Third-Party Beneficiary

Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the City and the Developer and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

SECTION XVIII

Diligent Performance

With respect to any duty or obligation imposed on a Party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof.

Notwithstanding the above, time is of the essence with respect to any time limit specified herein.

SECTION XIX

Applicable Law and Venue

This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The exclusive venue for any action arising from or related to this Agreement shall be in Kenton Circuit Court, Kenton County, Kentucky.

SECTION XX

Entirety of Agreement

This Agreement embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement 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. 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 a waiver of any succeeding breach of any such provision by any Party.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties, after being duly authorized, have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

CITY OF COVINGTON, KENTUCKY
a municipal corporation of the Home Rule class

By: _____
Joseph U. Meyer, Mayor

Approval as to Form:

Michael Bartlett, City Solicitor

MONARCH, LLC

By: _____
R. Allen Haehnle, Manager

EXHIBIT B

AGREEMENT IN LIEU OF TAXES

[See Attached]

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 District (the "School District"), and Monarch, LLC (the "Developer"):

WITNESSETH

WHEREAS, the Developer owns the property commonly known as the Monarch Building, located at 103-113 E. 4th St., Covington, KY 41011, Kenton County PID No. 054-23-11-002.00 and 054-23-11-003.00, as is more particularly described in Exhibit A, attached hereto ("Property"), and plans to renovate and rehabilitate the Property as a commercial office space with approximately 30,000 rentable square feet ("Project")

WHEREAS, the City has determined that the Project will stimulate economic development by:

1. Restoring and preserving an historic building in the City's urban core,
2. Removing a blighted structure that detracts from the local community and architectural significance of the surrounding area,
3. Adding new state of the art building on a blighted lot,
4. Improving property values,
5. Significantly increasing rental rates in the urban core which will incnt further development of commercial office space,
6. Bringing more than seventy-two (72) jobs to Covington with average salaries in excess of \$100,000 per annum,

7. Stimulating economic activity at nearby existing businesses through increased spending,
8. Contributing to the shift from residential developments to commercial developments in the City; and

WHEREAS, the City intends to issue Industrial Building Revenue Bonds (the "Bonds") to finance the construction of the Project and in conjunction therewith proposes to enter into this Agreement; and

WHEREAS, the County and School District are interested in promoting economic development and employment opportunities within its boundaries and are willing to assist the City and the Developer in their efforts provided adequate payments in lieu of taxes are provided for; and

WHEREAS, the Developer and the City have entered (or will enter) into a development agreement, for the City to authorize, issue, and sell the Bonds in the aggregate amount not to exceed \$_____pursuant to KRS 103.200 through 103.285, to finance the construction of the Project; and

WHEREAS, the economic incentive to the Developer by virtue of the issuance of the Bonds is the abatement of real estate *ad valorem* taxes with respect to the Project; and

WHEREAS, the City, County, and School District have agreed to the abatement of certain real estate *ad valorem* taxes and the Developer has agreed to make payments in lieu of taxes to the School District, the County and the City and to that effect now wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The City, the County, the School District, and the Developer hereafter confirm and affirm the accuracy of the Recitals contained above and those contained herein. The Kenton County Property Valuation Administrator (the "PVA") is responsible for establishing assessed values of real estate within Kenton County for the purpose of imposing real estate *ad valorem* taxes.

(a) Upon the issuance of the Bonds, the Project will be exempt from real estate *ad valorem* taxes pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes.

(b) During the term of the Bonds, the Developer will pay to the School District, the County, and the City annual payments in lieu of taxes in accordance with the schedule attached as Exhibit B to this Agreement.

(c) The Developer will make the payments in lieu of taxes provided for in this Agreement by September 30th on an annual basis, commencing the first full tax year after the Bonds are issued.

(d) Upon the earlier of the date on which the Bonds mature or the date on which the Bonds are no longer outstanding, the Developer will pay to the School, the County, the City (and other taxing authorities) *ad valorem* taxes on the Project at the tax rates established at that time on an annual basis in accordance with the assessments on the Project determined by the PVA.

(e) Developer shall provide City, County, and School District with 60 days-notice of intent to challenge any value assigned to the Property by the PVA. If

Developer challenges the value assigned by the PVA for any year, and if that challenge continues without resolution later than September 30th, the Developer shall still make a timely payment to the City, based on the value assigned by the PVA for the previous assessment period. If the Developer wins its challenge and assessment amount is reduced, the School District, County, and City will rebate the difference to the Developer.

(f) Even though title to the Property will be held by the City for the term of the Bonds, for purposes of this Agreement in Lieu of Taxes, the PVA will continue to assess the Real Estate in the future in the same manner as it does with other real estate located in Kenton County, Kentucky, that is not owned by governmental entities.

2. On or before January 1 of the year immediately following the date upon which a Certificate of Occupancy has been issued for the Property, the Developer shall request that the PVA establish a value for the Property (the "Constructed Assessment Date"). Developer shall provide a copy of the request to City simultaneous with the request to the PVA.

3. At least 30 days prior to the Constructed Assessment Date, the Developer will provide the PVA and the City with the American Institute of Architect documents and site plans and any related documents requested by the PVA's commercial staff to enable the PVA to establish an assessed value of the Property.

4. Other than the *ad valorem* taxes discussed herein, this Agreement does not affect or apply to any other taxes or fees that may be owed the Developer (or its assignees or tenants) to the City, the County, the School District or other taxing authorities. Developer acknowledges that this Agreement is not inconsistent or will not

conflict with the Bond Placement Agreement, the Trust Indenture, the Financing Agreement, or the Lease Agreement executed or to be executed in connection with the Bonds.

5. It is further understood by the parties that the final maturity date of the Bonds shall not exceed twenty (20) years from their date of issuance.

6. All notices sent to the Developer shall be sent to:

Monarch, LLC
6433 Grand Vista Ave.
Cincinnati, OH 45213
Attn: R. Allen Haehnle

All Notices sent to the City shall be sent to:

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

All notices sent to the School Board shall be sent to:

Covington Independent School District
Superintendent
25 E. 7th Street
Covington, Kentucky 41071
Attn: Treasurer

All Notices sent to the County shall be sent to:

County of Kenton, Kentucky
303 Court Street
Covington, Kentucky 41011
Attn: County Judge/Executive

5. Modification. This Agreement in in Lieu of Taxes may not be changed orally, but only by an agreement in writing executed by the City, the County, the School District and the Developer.

6. Assignment: This Agreement may not be assigned by either party absent prior written consent of both parties, which shall be appended to this Agreement as an amendment, except to an entity that is formed to develop the Project controlled by the Developer. Developer shall provide the City, the County, and the School District with 45 days advance written notice of Developer's intention to assign any collateral agreements, including without limitation, mortgages and assignments of rents granted to third party lenders and, in the event that such notice is timely made, the City, the County and/or the School District shall consent to such assignment(s) to the extent reasonably practical. In the event that the parties agree to the assignment the Developer shall, as part of the assignment, require that the assignee execute an assumption agreement, assuming all obligations of the Developer under this Agreement. Prior to any effective date of the assignment, Developer shall warrant that it is current on all payments owed to the School District, the County and the City under this Agreement and Developer shall fully pay any arrearages remaining on the PILOTs owed to the School District, the County, and/or the City.

7. Default. 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, then and in that event, it is agreed that the PILOT shall become null and void 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.

In the event that the Developer defaults on any payment owed under this Agreement, the City, the County, or the School District or either shall notify Developer that it is in default and give Developer thirty (30) days to cure the default. In the event that the default is not cured within thirty (30) days, the School District, the County, or the City or either, shall notify the Developer and the PVA that the property is no longer subject to tax exemption and the full amount of ad valorem taxes owed to the School District, the County, and/or the City shall be assessed, starting in the tax year of the default.

8. Effect of Bankruptcy. In the event that the Developer or its assigns 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 there were ad valorem taxes under applicable Kentucky law, giving said payments and obligations preference over all other secured and unsecured creditors.

9. Legally Binding. This Agreement is legally binding upon the parties, the Developer, its officers, affiliates, shareholders successors in interests, employees, and agents, and assigns, and upon the School District, its School Board, Superintendent,

officers, employees and agents, and the City, its Board of Commissioners, officers, employees and agents, and upon the County, its Fiscal Court, officers, employees and agents.

10. Governing Law and Jurisdiction. The parties agree that this Agreement is governed by the laws of the Commonwealth of Kentucky. Any action taken by either party to enforce or seek relief from the terms and conditions of this Agreement shall be brought in the Kenton Circuit Court.

11. No Third Party Beneficiaries. This Agreement is between the undersigned parties only, and the benefits and obligations hereunder inure only to the undersigned parties, and to the extent set forth in this Agreement. There are no intended nor unintended third party beneficiaries to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, after being duly authorized, have hereunto set their hands on the date and year first above set forth herein, to be effective as of the day and date first written above.

CITY OF COVINGTON, KENTUCKY

By: _____
Joseph U. Meyer, Mayor

COVINGTON INDEPENDENT SCHOOL DISTRICT

By: _____
Alvin Garrison, Superintendent

COUNTY OF KENTON, KENTUCKY

By: _____
Kris Knochemann, County Judge/Executive

MONARCH, LLC

By: _____
R. Allen Haehnle, Manager

EXHIBIT A

PLAT OF PROJECT PROPERTY

[See Attached]

EXHIBIT B

MONARCH DEVELOPMENT PROJECT

PILOT PAYMENT SCHEDULE

The Pilot Payments per calendar year will be the amount of ad valorem taxes which would have been payable with respect to the Property if the Developer held legal title thereto, multiplied by the percentages of such ad valorem taxes (the "Pilot Payment Percentage") for each Taxing District, as follows:

Taxing District	Pilot Percentage
City of Covington	20% for years 1 – 15 100% for years 16 - 20
Kenton County	__%
Covington Independent School District	__%

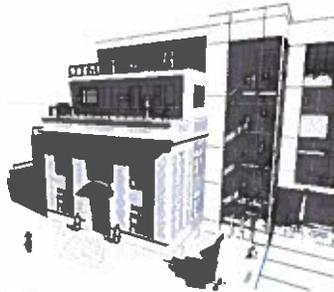
EXHIBIT C

SITE PLAN

[See Attached]



4 3D View 3
Scale



2 3D View 1 Copy 1
Scale



1 3D View 1
Scale



3 3D View 2
Scale

NOT FOR CONSTRUCTION



PRELIMINARY -
NOT FOR CONSTRUCTION

Monarch Building
111 East Fourth Street
Covington, KY

DRAFT

NO.	DESCRIPTION

3D VIEW

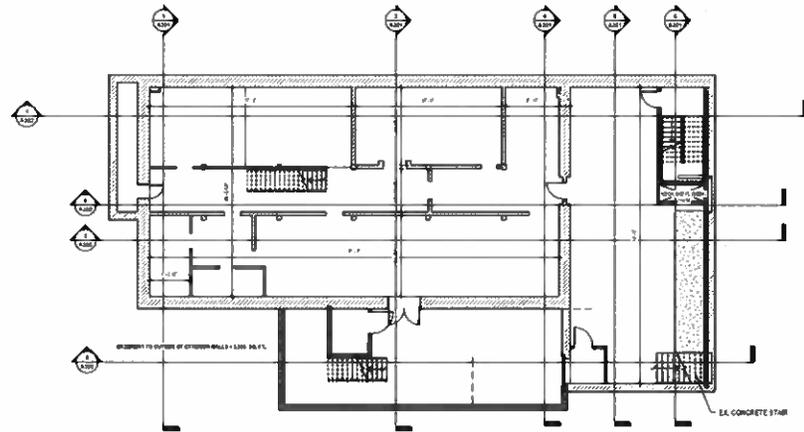
A000



PCA ARCHITECTURE
 1800 Ohio Highway, Suite 100
 www.PCA-arch.com
 606.431.6611

PRELIMINARY -
 NOT FOR CONSTRUCTION

Monarch Building
 111 East Fourth Street
 Covington, KY



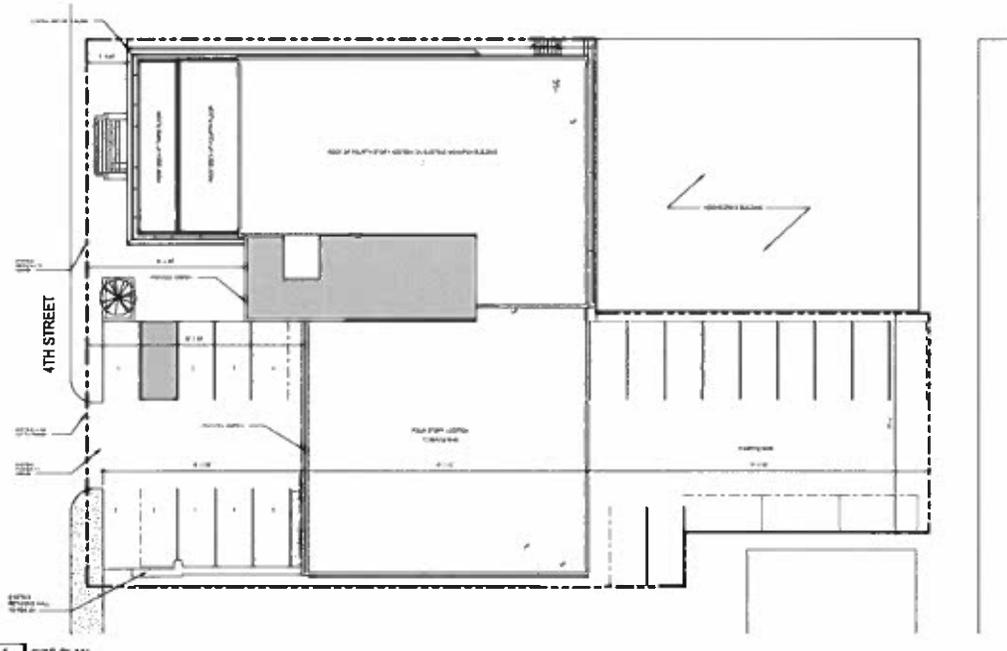
1 FLOOR PLAN 0 - BASEMENT
 ADD SCALE 1/8" = 1'-0"

NOT FOR CONSTRUCTION

DATE	DESCRIPTION

BASEMENT FLOOR PLAN

A01



1 SITE PLAN
 AND SCALE 1/8" = 1'-0"

NOT FOR CONSTRUCTION



PRELIMINARY
 NOT FOR CONSTRUCTION

Monarch Building
 111 East Fourth Street
 Covington, KY

DATE	DESCRIPTION

SITE PLAN

A001



1 FLOOR PLAN 1-FIRST FLOOR
 AME SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION



PRELIMINARY -
 NOT FOR CONSTRUCTION

Monarch Building
 111 East Fourth Street
 Covington, KY

DATE	DESCRIPTION
11/11/2014	REVISION SET
11/11/2014	REVISION SET
11/11/2014	REVISION SET

FIRST FLOOR
 PLAN

A02



1 FLOOR PLAN 4 - FOURTH FLOOR
 ASB SCALE 1/4" = 1'-0"

NOT FOR CONSTRUCTION



PCA ARCHITECTURE
 1885 Olive Highway, Suite 130
 www.pcaarch.com
 502.431.2611

PRELIMINARY -
 NOT FOR CONSTRUCTION

Monarch Building
 111 East Fourth Street
 Covington, KY

DATE	DESCRIPTION

FOURTH
 FLOOR PLAN

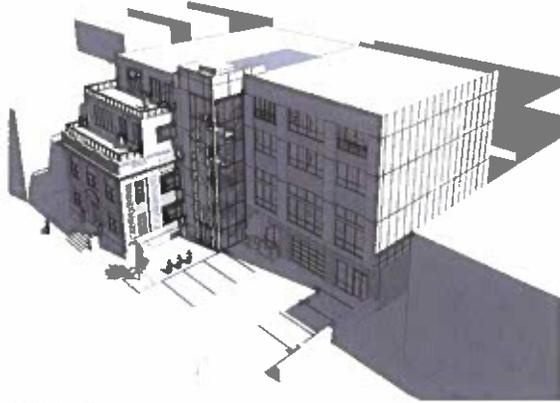
A05



3 3D View from Across the street
1/14/18



2 3D View from sidewalk
1/14/18



1 3D View 6
1/14/18

NOT FOR CONSTRUCTION

PROJ: 14-18 1/14/2018 9:08:21 PM



**PRELIMINARY
 NOT FOR CONSTRUCTION**

Monarch Building
 111 East Fourth Street
 Covington, KY

DATE	DESCRIPTION

3D VIEWS

A07

EXHIBIT D

SCOPE OF WORK & BUDGET

[See Attached]

SCOPE OF WORK & BUDGET

PROJECT SUMMARY

The Monarch Building Project is the adaptive reuse and expansion of a 10,000 SF building into a four-story, 30,000 SF single-tenant, Class A office building. The building at 103 E 4th Street has been vacant for over 20 years and [REDACTED] has selected the Monarch Building as their preferred option for a long-term home. They have signed a 15-year lease. [REDACTED] would bring 73 new jobs to the city. The total project cost is \$11,323,000.

PROJECT DESCRIPTION

[REDACTED] firm in Greater Cincinnati and is currently headquartered in [REDACTED]. Due in part to their aging building and desire to attract talent, the firm underwent a yearlong site search and settled on relocating to Covington. [REDACTED] was attracted to the Monarch building due to its access, amenities, and overall vibe. The firm currently has 73 employees in its [REDACTED] location that will be relocated to Covington and conservatively expects to grow by 10 additional employees. The average salary at the firm is \$120,750. [REDACTED] has signed a lease for the entire building for 15 years and would like to be moved in by the Fall of 2021.

As part of [REDACTED] investment, the historic building at 103 E 4th Street in Roebling Point will undergo an all-encompassing renovation and addition. The historic façade will be restored and its interior gutted and finished as Class A, single-tenant office space. The existing garage/annex will be demolished, and a four-story addition will be constructed in its place. The development includes 59 on-site parking spaces for employees and guests. [REDACTED] intends to lease an additional 63 spaces at Midtown Garage from the Covington Parking Authority.

DEVELOPMENT TEAM:

The owner of the property is Monarch, LLC which is 100% owned by Allen Haehnle. Allen has experience renovating commercial office space in Covington, including the renovation of the Bike Patrol Building for Stephen Gould's regional office and the renovation of the Ice House for the PPS Group. The developer has site control, the project is "ready to go," and the developer has a successful track record.

Sources & Uses

SOURCES		
TBD Bank (Primary)	\$8,333,000	73%
Catalytic Fund (Sub. Loan)	\$ 750,000	7%
Developer Equity	\$2,240,000	20%
TOTAL	\$11,323,000	100%
USES		
Land & Building Acquis.	\$1,075,000	9%
Construction	\$8,586,000	76%

Design	\$231,000	2%
Soft Costs	\$1,031,107	9%
Construction Interest	\$400,000	4%
TOTAL	\$11,323,000	100%

EXHIBIT E
TIF Incentive Example

[See Attached]

EXAMPLE OF CALCULATION

Incentive Cap Calculation

Certificate of Occupancy	May 1 2021	246
Number of Days after Cert. of Occup.		246
TOTAL Local Occupational License Tax Collected by City	\$	95,000
80% of total local occupation license tax collected	\$	76,000
Numerator Calculation		
Calendar Days in the Year		365
Denominator Calculation		
Number of Days after Cert. of Occup.		246
365/265		148%
Initial Cap	\$	112,764

Years 1 (Initial Cap)	\$ 112,764
Year 2	\$ 115,020
Year 3	\$ 117,320
Year 4	\$ 119,666
Year 5	\$ 122,060
Year 6	\$ 124,501
Year 7	\$ 126,991
Year 8	\$ 129,531
Year 9	\$ 132,121
Year 10	\$ 134,764
Year 11	\$ 137,459
Year 12	\$ 140,208
Year 13	\$ 143,012
Year 14	\$ 145,873
Year 15	\$ 148,790

* years 2-15 subject to 2% compound growth factor

SCENARIO 1		SCENARIO 2	
Year 2 Total Occupational License Tax Collected	\$ 142,100	Year 2 Total Occupational License Tax Collected	\$ 154,350
80% of collected payroll tax	\$ 113,680	80% of collected payroll tax	\$ 123,480
Incentive to Developer (Based on Year 2 Cap)	\$ 113,680	Incentive to Developer (Based on Year 2 Cap)	\$ 115,020

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

AIR Form Submission Deadlines	
May 10	September 6
May 24	September 27
June 7	October 11
July 5	October 25
July 26	November 8
August 9	November 27
August 23	

Caucus Meeting Date	2/18/2020
Legislative Meeting Date	2/25/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
Neighborhood Services/ 

Responsible Staff Person
Ken Smith

Specific Nature of Request
An order declaring City-owned real estate located at 1322 Hazen Street, a vacant parcel, surplus property and authorizing the Mayor to execute a deed transferring ownership to Michael and Joelle Gross.

Description of Request including Background Information if Relevant
The City acquired 1322 Hazen Street in July 2017 for blight removal using non-federal funds. The property has remained vacant and does not contribute to economic, social or aesthetic value of the neighborhood. Additionally, as city-owned property, it does not incur property taxes. In December, a Kentucky certified appraiser conducted a market value appraisal (see attached). That value was determined to be \$4,500 Staff is recommending that the property be sold at that appraised amount to Michael and Joelle Gross who live on Hazen and also own the abutting property.

Company/Entity (if multiple, list all)
Michael and Joelle Gross

Value/Cost
\$4,500

Funding Source Including Account No.
N/A

Copy of Contract Attached?
Yes

Payment Terms
At closing

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

SIGNING ORDER

 _____ 2-13-2020
 1. LEGAL DEPARTMENT REPRESENTATIVE DATE

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE

 2/12/2020
 3. CITY MANAGER DATE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into by and between the **CITY OF COVINGTON**, a municipal corporation of the home rule class with a mailing address of 20 W. Pike Street, Covington, Kentucky 41011, **GRANTOR**, and **Michael D. Gross and Joelle T. Gross**, a married couple, whose principal and tax mailing address is 1324 Hazel Street, Covington, Kentucky 41016, **GRANTEES**.

WITNESSETH:

For consideration of **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)**, Grantor does hereby bargain, sell, grant and conditionally convey unto Grantees, for their joint lives, remainder to the survivor of them forever, with covenant of **SPECIAL WARRANTY**, the following described real estate located within the City of Covington, Kentucky, and more particularly described as follows:

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

Property Description:

Property Address: 1322 Hazen Street, Covington, Kentucky 41016

PIDN: 040-14-07-011.00

GROUP: 888

Legal Description:

Lying and being in that part of the City of Covington, which was formerly the City of West Covington, County of Kenton and State of Kentucky, being known and numbered as Lot No. 48 situated in the North side of Hazen Street of Livius Hazen's Subdivision in said City, and being 33 feet more or less.

Subject to conditions, easements and restrictions of record and/or in existence.

Being the same property transferred by deed to Grantor and recorded in the Kenton County Land Records at Book/Page C 6205/330 on July 20, 2017.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Grantor, **City of Covington**, by and through its Mayor Joseph U. Meyer, has hereunto set his hand this ____ day of _____, 2020.

GRANTOR: CITY OF COVINGTON

By: _____
Joseph U. Meyer, Mayor

State of Kentucky)
County of Kenton) SS:

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

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

CERTIFICATE OF CONSIDERATION

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

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

GRANTOR: CITY OF COVINGTON

By: _____
Joseph U. Meyer, Mayor

State of Kentucky)
County of Kenton) SS:

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

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

GRANTEES:

By: _____
Michael D. Gross
1324 Hazen Street, Covington, KY 41016

State of Kentucky)
County of Kenton) SS:

Before me, did personally appear Michael D. Gross, on this ____ day of _____, 2020, who did execute the foregoing as his voluntary act and deed.

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

By: _____
Joelle T. Gross
1324 Hazen Street, Covington, KY 41016

State of Kentucky)
County of Kenton) SS:

Before me, did personally appear Joelle T. Gross on this ____ day of _____, 2020, who did execute the foregoing as her voluntary act and deed.

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

This Deed prepared by:

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

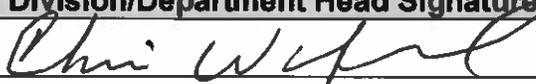
CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

AIR Form Submission Deadlines

May 10	September 6
May 24	September 27
June 7	October 11
July 5	October 25
July 26	November 8
August 9	November 27
August 23	

Caucus Meeting Date	2/18/20
Legislative Meeting Date	2/25/20
Order <input type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input checked="" type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chris Warnford

Specific Nature of Request
Amendment to Contract with Adleta Construction for extension to May 29, 2020.

Description of Request Including Background Information if Relevant
Adleta Construction was awarded the contract for the 6th Street Streetscape project on June 24, 2019 for the 6th Street Streetscape project O/R 161-19. Due to issues with Cincinnati Bell, Adleta did not get started until November 2019, which is approximately 90 days after their official start to work date of 9/9/19. There is no additional funding.

Company/Entity (if multiple, list all)
Adleta, Inc.

Value/Cost
N/A

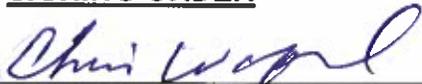
Funding Source Including Account No.
SNK funds and Bond money

Copy of Contract Attached?
Yes

Payment Terms

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

SIGNING ORDER

 02/04/20
 1. LEGAL DEPARTMENT REPRESENTATIVE DATE

2. FINANCE DEPARTMENT REPRESENTATIVE DATE

 2/12/2020
 3. CITY MANAGER DATE

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
ADELTA, INC. AND THE CITY OF COVINGTON**

This First Amendment to the Agreement (the “Amendment”) is entered into this ____ day of _____, 2020, by and between **ADELETA, INC.** an Ohio corporation with a principal place of business at 389 South Wayne Avenue, Cincinnati, OH 45215 (the “Contractor”) and the **CITY OF COVINGTON, KENTUCKY**, a Kentucky city of the home rule class with a principal place of business at 20 W. Pike Street, Covington, Kentucky 41011 (the “City”).

WHEREAS, pursuant to Commissioners Order No. ORD-161-19, the City entered into an Agreement dated July 31, 2019 with Contractor for the construction of the 6th Street Streetscape Project; and

WHEREAS, the Department of Public Works recommended an extension of the project due to delays by Cincinnati Bell in work associated with the project.

NOW THEREFORE, for and in consideration of the promises, covenants and obligations herein contained, the parties mutually agree as follows:

I. Amended Sections. Paragraph 6 of the Agreement is hereby amended and restated in full to read as follows:

“6. Contract Times. The Work shall be complete and ready for final payment by May 29, 2020 (the “Milestone Date”).”

II. Remaining Provisions Unaffected. That except as has been modified by Section I of this Amendment, the Agreement shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, have subscribed their names below:

CITY OF COVINGTON, KENTUCKY

Joseph U. Meyer
Mayor

Pursuant to Commissioners' Order No. _____

ADLETA, INC.

By:

Its:

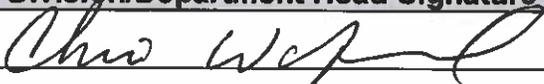
CITY OF COVINGTON

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

Caucus Meeting Date	February 18, 2020
Legislative Meeting Date	February 26, 2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chris Warneford

Specific Nature of Request
An order to allow the City of Covington to enter into a contract for design phase of Madison Ave Streetscape Project with WSP for the agreed upon price of \$345,268.84 lump sum fee to be billed monthly as work is complete. CT consultants, Inc. recommend that the City award the design phase of this projects to W.S.P

Description of Request Including Background Information if Relevant
The City has been awarded funding through the Surface Transportation Program for Northern Kentucky (SNK) through OKI and KYTC for sidewalk, roadway and traffic signal improvements along Madison Avenue from 8th Street to 11th Street. Up to \$350,000 has been allocated for the design phase of this project. KYTC will reimburse the City 80% of costs for the design, utilities and construction phases related to this project. Requests for Qualifications were solicited from interested firms for the design phase of the project. The review team determined that WSP USA presented the best and most responsive statement of qualifications for this particular project. The City and CT Consultants have been negotiating appropriate fees to WSP for this project, and it is recommended that the design phase of this project are awarded to WSP.

Company/Entity (if multiple, list all)
WSP USA

Value/Cost
\$345,268.84

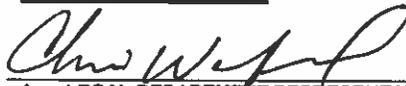
Funding Source Including Account No.
SNK/Capital Improvements

Copy of Contract Attached?
Yes

Payment Terms

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

SIGNING ORDER


 1. LEGAL DEPARTMENT REPRESENTATIVE 2/12/20
 DATE

2. FINANCE DEPARTMENT REPRESENTATIVE DATE


 3. CITY MANAGER 2/12/2020
 DATE

CITY OF COVINGTON, KY

MADISON AVENUE STREETScape 8th STREET TO 11th STREET ENGINEERING AND RELATED SERVICES

EXHIBIT A SCOPE OF WORK



**1792 Alysheba Way, Suite 230
Lexington, Kentucky 40509
859-272-5400**

January 31, 2020

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INTRODUCTION

The following defines, clarifies, and documents the scope of work in relation to the production-hour worksheet for design work.

PROJECT DESIGN SPECIFICS

- Limits of Design:
 - Mainline Urban Design:
 - Begins at 8th Street
 - Ends at 11th Street
 - Length = 1230 feet = 0.23 miles
- Approach Roads:
 - 8th Street
 - Saratoga Street
 - 9th Street
 - 10th Street
 - Robbins Street
 - Lynn Street
 - 11th Street

Total Approach Roads = 7
- Entrances:

Total Entrances = 8
- Right of Way:

Total Parcels = 47
- Plan and Profile Sheets (10 scale):
 - Plan Sheets:
 - 300 feet per sheet = 5

Total Plan Sheets = 5
 - Profile Sheets:
 - 300 feet per sheet = 5

Total Plan Sheets = 5

DESCRIPTION OF DESIGN WORK ITEMS

The following is taken from KYTC's standard description of production-hour worksheet items. Edits and additions have been made to clarify WSP's scope of work and basis for hours estimated to complete the work.

A. SURVEYING

1 Control (existing)

A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.

2 Utilities (identify and contact)

Identify all utility companies within the project corridor and maintain a valid contact list of those utility companies and their representatives. Contact utility companies, Kentucky 811, KYTC District Utilities Staff and any other sources for utility facility mapping or other information concerning the location of any utilities. Check with local governments for GIS databases and for other sources of information.

3 Architectural inventory and analysis

Document architectural features consisting of building entrances, thresholds, facades, canopies, overhangs, stairs, landings, railings, walls, and basement encroachments that are adjacent to the work area. Identify features not to be disturbed by proposed work. Analyze basement encroachments and the feasibility to accommodate proposed design.

4 Drainage (pipes, inlets, manholes, etc.)

Identify drainage features that may require consideration in design and that are necessary to be documented on the plans.

5 Horizontal

Establish any new or additional horizontal coordinate control including the monumentation. All control information, including pre-established, shall be documented in a survey report and submitted to the City of Covington Project Manager. All horizontal control obtained from Global Positions Systems (GPS) shall comply with the **Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques** published by the Federal Geodetic Control Subcommittee dated August 1, 1989. Additional control points set shall be a minimum of 24-inch rebar (#4 or larger) with a plastic or aluminum cap.

6 Vertical

Establish any new or additional vertical control, including benchmarks, and including the monumentation. All control information, including pre-established, shall be documented in a survey report and submitted to the City of Covington Project Manager. All vertical control obtained from Global Positions Systems (GPS) shall comply with the **Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques** published by the Federal Geodetic Control Subcommittee dated August 1, 1989.

- 7 Process Control data**
Process data obtained from field survey and check for accuracy and closure. Preparation of survey report of coordinate controls and bench marks.
- 8 Planimetric location (signs, plantings, curbs, buildings, etc.)**
Locate and/or identify all necessary planimetric features. Existing basement encroachments are anticipated in the project area and will be identified and located in the planimetric map.
- 9 Utilities location, Quality Level C & D**
Apply reconnaissance utility data gathered to locate utility facilities on plans. Gather a survey of all visible utility facility features (i.e. poles, valves, manholes, markers, etc.) and provide them on the plans. Utilize both the reconnaissance data and field generated data to assess the approximate location of the utility facilities within the project corridor. This data shall be used to identify potential conflicts between the project and the existing facilities. Following Utility Coordination and Preliminary Utility Design, Quality Level A & B could be necessary, which will require a contract modification for the additional services.
- 10 Process Planimetric data**
Process all necessary data to produce a planimetric map and submit electronic files to the designer.
- 11 DTM data collection**
Collect general terrain data for project.
- 12 Verify terrain model accuracy**
Check for accuracy of breaklines, random points, contours, etc.
- 13 Tie-ins**
Field verification of all field data necessary for tying of project to existing features pavements etc. Include all road approaches and entrances.
- 14 Additional necessary DTM data**
Collect other necessary data to produce an accurate digital terrain model (obscured areas, field checked areas, areas needing greater accuracy, etc.).
- 15 Process Terrain data**
Process all pertinent data necessary to generate digital terrain models and submit electronic files to the designer.
- 16 Contact & interview property owners**
Contact property owners requesting permission for access and discuss general scope of project, locations of property lines, septic system, drainage and any other pertinent information. A report is to be generated with a copy of the contact letter and all completed contact information forms from property owners, upon request.
- 17 Field tie property lines/corners**
Locate all monuments (rebars, pins, etc.) and other evidence of property lines (fences, tree lines, drains, etc.).
- 18 Stake core holes – roadway**
Stake or locate all geotechnical borings required for geotechnical pavement/soil

analysis and process data.

B. GEOTECHNICAL SERVICES

19 Geotechnical analysis

Complete seven (7) geotechnical borings, approximately three (3) per block and in the vicinity of proposed relocated utility lines. Analyze data to determine pavement thickness, the condition of the existing soil, and the feasibility of the proposed utility placement.

20 Prepare geotechnical overview report

Using the data from the Geotechnical analysis complete a Geotechnical Report to be submitted to the City of Covington Project Manager.

C. TRAFFIC ANALYSIS – EXCLUDED

Traffic analysis has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.

D. PRELIMINARY LINE AND GRADE

21 Computer setup

Load and organize additional project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system, the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

22 Prepare existing manuscripts

Reviewing existing manuscript and modifying any items that needs to be corrected to conform to current KYTC CADD standards. Incorporate any additional topography picked up by field survey. Depict locations of all existing utility facilities. Manipulation/addition of text and notes identifying topography, planimetrics, drainage structures, and utilities. Addresses shall be shown for all parcels, if requested.

23 Establish approximate property lines and ownership

Using field evidence and research documentation, such as plats and PVA records, establish approximate existing right of way and property lines and denote the property ownership, parcel numbers and lines on the plans.

24 Study and develop typical sections

Study, develop, and document all necessary typical sections, including creating InRoads roadway templates.

25 Create and evaluate proposed roadway models

Create, review, modify and finalize the proposed roadway model. Includes depiction of critical cross sections at 25 foot intervals.

26 Design entrances

Determine approximate location, grade, width and type of entrance and depict on the plans of the proposed construction. A profile will be provided within the cross sections.

- 27 Study and development of intersections**
Study, develop, and document preliminary intersection layouts.
- 28 Study and develop maintenance of traffic plan**
Study, develop and document traffic control plan including construction phasing and/or detour routes. A general assessment will be made of any temporary construction and temporary easements that may be needed. There will be a written plan for the proposed design.
- 29 Plot/print copies of plans for meetings and inspections**
Plot and/or print plans, profiles, drawings, cross sections, schematics, etc. for meetings, inspections, or upon request. Includes creating PDF files that will be provided to the City of Covington.
- 30 Calculate preliminary quantities and develop cost estimates**
Develop and document construction cost estimates, including calculating preliminary quantities. Includes development of a preliminary pavement design, to be reviewed by the City of Covington Project Manager, to use in calculating preliminary pavement quantities. This includes estimating utility relocation costs.
- 31 Revise plans and estimates**
Revise plans and estimates as directed from reviews and inspections. Upon completion of the Preliminary Line and Grade Inspection, WSP will incorporate significant comments into the preliminary plans and submit the revised plans and electronic files to the City of Covington Project Manager.
- 32 Preliminary R/W with taking areas**
Layout preliminary R/W and calculate approximate R/W taking areas from each parcel, if necessary. Document the areas of taking and depict the preliminary right of way and easements on the plans. The deliverable will be in the form of a R/W summary spreadsheet.
- 33 Study and develop approach roads**
Develop approach road intersection with the mainline. Work includes, as necessary, development of curb returns, cross walks, pavement tie-ins, and sidewalk tie-ins.
- 34 Evaluate inlets and storm sewers in urban sections**
General review of the inlets and storm sewers that will be required. These will be included in the construction cost estimates.
- 35 Establish existing horizontal and vertical alignments**
The existing horizontal and vertical alignment of the mainline will be established to identify and depict the substandard geometrics.
- 36 Prepare plan and profile sheets**
Preparation of 10-scale plan and profile sheets.
- 37 Corridor review and documentation**
Key members of the design staff will conduct a physical review of the corridor. Photographs will be taken of each standing structure that may be impacted. The photographs will be included as an appendix to the Preliminary Line and Grade Plans.

- 38 Develop lighting alternatives**
Identify and propose luminaires and pole placement to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 39 Develop landscape planting alternatives**
Identify and propose landscaping planting features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 40 Develop outdoor seating alternatives**
Identify and propose outdoor seating locations and features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 41 Develop misc. landscape alternatives**
Identify and propose other landscaping features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 42 Develop paver alternatives**
Identify and propose paver locations, types, and patterns to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.

E. UTILITY COORDINATION

- 43 Utility coordination meeting**
Time associated with Utility Coordination Meeting for all utility companies identified within the project corridor. The meeting intent is to identify critical conflicts and easement needs, discuss avoidance possibilities, consider relocation placements and costs, phasing and schedule, and identify Quality Level A or Quality Level B location needs. This meeting shall take place prior to the joint inspection and may require two meetings. Utility coordination meetings will be held jointly with the City of Covington 7th Street Streetscape Project.
- 44 Develop Utility Relocation Layout Sheets (1"=100')**
Develop preliminary relocation layout sheets that show all existing utility facilities, locations of Quality Level A and Quality Level B subsurface utility engineering information, identified conflicts with the project, and proposed relocation alignments.
- 45 Develop Utility Relocation Plans (1"=50')**
Develop utility relocation plans for utilities that have agreed to have WSP perform relocation design services. These plans shall provide a detailed horizontal and vertical alignment of the facilities to be relocated. Plan sheets, profile sheets, and cross sections shall be required. Plans shall adhere to the utility company's

standards and specifications.

F. ENVIRONMENTAL – EXCLUDED

Environmental Reviews have been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract. KYTC shall be responsible for the Section 106 and Environmental Reviews as well as the necessary documentation needed for environmental clearance.

G. RIGHT OF WAY PLANS – 60% CONSTRUCTION PLANS FOR RIGHT OF WAY APPROVAL

46 Deed research

Research of all documents necessary to determine property lines, existing easements, encumbrances and ownership including a copy of the deed with deed book and page number and available plats.

47 Establish property and ownership

Using field evidence and research documentation to accurately establish property lines, existing Right of Way, existing easements, owner names, lessee names, and parcel numbers. Document on plans.

48 Calculate R/W – As necessary/If Authorized

Calculate lines and areas of all proposed right of way and easement takings for each parcel. Depict all right of way and easements, including metes and bounds, on plans. Calculating Proposed R/W has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.

49 Prepare legal descriptions – As necessary/If Authorized

Prepare and check legal descriptions for each area of taking. Preparing Legal Descriptions has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.

50 Prepare R/W summary sheet

Complete right of way summary sheet including all affected parcels.

51 Generate right of way strip map

Prepare right of way strip map covering all affected parcels. Generate individual 100-scale strip map sheets.

52 Prepare R/W Plans Submittal

Generate the computer files of the R/W plans, prepare electronic submittal of plans and deeds and submit plans, computer files, source deeds and proposed deed descriptions to the City of Covington, as necessary.

53 R/W revisions after R/W submittal

Prepare R/W plan revisions as necessary, after Right of Way Plan submittal and prior to final construction plan submittal. Includes re-submittal of revised plans, 1 set of prints with changes marked in red, plats, deed descriptions, and electronic files, as necessary.

H. FINAL PLAN PREPARATION

- 54 Update existing topography and terrain model**
Using updated field data, modify and update the existing topography and terrain model.
- 55 Develop pavement design**
Analyze, document, and submit for review and approval the proposed pavement design folder, including typical sections and pavement details.
- 56 Finalize templates & transitions**
Finalize necessary templates and template transitions. This includes each instance of a horizontal change in roadway edge of pavement with respect to the centerline.
- 57 Develop final roadway model**
Modify the preliminary roadway model or generate a new roadway model incorporating the proposed design into the initial roadway model as necessary to enable the generation of cross-sections.
- 58 Develop proposed design**
Develop and depict on the plans all proposed construction details and graphics, including pavement, drainage, construction notes, etc.
- 59 Generate plan sheets**
Perform necessary work to create individual plan sheets, including dropping of sheet cells, masking, manipulation of text and notes, etc.
- 60 Generate profile sheets**
Perform necessary work to create individual profile sheets, including dropping profile, annotation of profile, drainage, notes, etc.
- 61 Detail cross sections**
Drop cross sections onto sheet cells, add quantities, details, notes, etc.

1"=5' scale cross sections @ 25' intervals will be developed for an estimated total of 50 cross sections.
- 62 Design entrances**
Finalize location, grade, width and type of entrance and depict on the plans. A profile will be provided within the cross sections.
- 63 Prepare layout sheet**
Prepare layout sheet for the construction plans.
- 64 Prepare typical sections**
Prepare all typical sections including the proposed pavement design and other necessary details for each roadway and detour.
- 65 Prepare coordinate control sheets**
Develop all coordinate control information, including proposed centerlines, event points, control points, and benchmarks with appropriate descriptions, and place into the plans in tabular form and generate individual sheets.

- 66 Prepare striping plan**
Prepare details for striping plans. Striping plans will be developed using the 1"=20' scale plan sheets.
- 67 Calculate final quantities**
Calculate and document all quantities required for the construction of the final roadway and maintenance of traffic during construction, including permanent and temporary items.
- 68 Complete general summary**
Complete general summary sheet(s).
- 69 Complete paving summary**
Complete paving summary sheet(s).
- 70 Complete drainage summary**
Complete drainage summary sheet(s).
- 71 Prepare cost estimate**
Prepare and document cost estimate including bid prices for each item, using best engineering judgment, for inspections, meetings and final plan submittal.
- 72 Plot/print copies of plans**
Plot/print copies of plans including the necessary copies of plans for distribution at project milestones (inspections, meetings, etc.).
- 73 Plan revisions**
Complete any necessary and unexpected plan revisions that arise following the Final Inspection that are beyond control.
- 74 Prepare final construction plans submittal**
Generate the computer files of the final plans, prepare electronic submittal of plans and required files and submit plans, computer files and a list of General Notes to the City of Covington. Also, includes making any necessary changes identified by the roadway plan review.
- 75 Develop erosion control plan**
Determination of required erosion control items and depiction in the plans, including required calculations and generating the individual sheets.
- 76 Inlet spacing calculations**
Conduct necessary calculations to determine if existing inlet spacing is adequate for the corridor. Document and report to the City of Covington Project Manager if additional inlets are necessary to minimize ponding.
- 77 Assemble preliminary and final drainage folders**
Copy, fold, bind, and assemble drainage folder.
- 78 Write maintenance of traffic notes (TCP)**
Write and submit the required Traffic Control Plan, including the construction phasing for the project.
- 79 Prepare construction phasing plans**
Prepare plans for maintenance of traffic, construction phasing and/or detours necessary for the construction of the project, including all phasing, special notes,

signs, temporary pavement markings and quantities. Submit the Traffic Control Plan to the District to obtain the necessary approval signatures. Incorporate the maintenance of traffic and construction phasing plans into the final construction plans.

80 Develop signing detail sheets

Develop signing plans for the proposed construction. Signing plans and detail sheets will be developed according to current criteria.

81 Traffic management plan

Develop traffic management plan.

82 Develop lighting plans

Develop lighting plans including pole locations, circuit design, voltage drop calculations, and other pertinent details for the proposed construction. Lighting plans and detail sheets will be developed according to current criteria.

83 Develop signalization plan

Develop signal plans for three (3) intersections of the proposed construction. Signals plans and detail sheets will be developed according to current criteria.

84 Develop landscape planting plan

Develop landscape plans consisting of landscape planting features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.

85 Develop outdoor seating plan

Develop landscape plans consisting of outdoor seating locations and features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.

86 Develop misc. landscape elements

Develop landscape plans consisting of miscellaneous landscape features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.

87 Parking kiosk detail sheets

Identify Parking kiosk and/or meters on the plans sheets for the proposed construction. Plans and detail sheets will be developed according to current criteria.

I. MEETINGS

88-92 Inspections, meetings, and reviews

Prepare agenda, handouts, plans, draft meeting summary, and final meeting summary. Includes attendance of meetings by WSP's key design team members. Five (5) project meetings are anticipated; Conceptual Design Planning Meeting, Project Team Meeting, Preliminary Line and Grade Inspection, Progress Meeting with the City of Covington and Mayor, and Final Inspection. Project meetings will be held jointly with the City of Covington 7th Street Streetscape Project.

J. PUBLIC INVOLVEMENT

- 93 Develop and maintain mailing list**
Prepare and maintain an up-to-date mailing list consisting of property owners within the corridor.
- 94 Prepare for public meeting**
Preparation and delivery of all necessary materials (project plans, photographs, exhibits, maps, handouts, etc.) to facilitate the public meeting. The City of Covington will facilitate the public meeting location and prepare notices. Two (2) Public Meetings are anticipated; one following the Preliminary Line and Grade Submittal and one prior to the start of construction.
- 95 Attend public meeting**
Attendance by the key members of WSP's design team to make any presentation and to meet the general public and answer their questions. Two (2) Public Meetings are anticipated; one following the Preliminary Line and Grade Submittal and one prior to the start of construction. Public meetings will be held jointly with the City of Covington 7th Street Streetscape Project.
- 96 Property owner coordination**
WSP's Project Manager will visit and meet with corridor property owners. A property owner letter will be provided. A draft of the letter will be submitted to The City of Covington's Project Manager for review.

K. PROJECT MANAGEMENT AND QA/QC

- 97 Prepare and submit monthly reports**
WSP's Project Manager will prepare and submit monthly reports to the City of Covington documenting the work completed during the past month. Includes project management activities and oversight.
- 98 QA/QC reviews of plans**
QA/QC will be completed on all deliverables submitted to the City of Covington.

EXPENSES FOR DESIGN

Anticipated expenses associated with the project include:

1. Travel expenses will include mileage and meals for meetings and corridor review.
2. Printing expenses will include manuscripts and plans submitted to the City of Covington. Manuscripts will be 36" wide on a roll. Plans will be 11" x 17" black and white copies. Cross sections will be 8½" x 11" – 2-sided printing for PL&G Inspection and 11" x 17" black and white copies for Final Plans.
3. Two (2) copies of the manuscripts and five (5) copies of the plans will be submitted for the Project Team Meeting, PL&G Inspection, and Final Inspection. Four (4) copies will be printed to have available at the Public Meeting.

DELIVERABLES

Anticipated deliverables associated with the project include:

- PL&G Plans (printed halfsize 11" x 17") for Project Team Meeting and PL&G Inspection:
 - Layout Sheet
 - Typical Sections
 - Plan and Profile Sheets (10-scale)
 - Coordinate Controls and Benchmarks
 - Maintenance of Traffic – Written Plan
 - Right of Way Summary
 - Corridor Photographs
 - Construction Cost Estimates
 - Utility Relocation Cost Estimates
- PL&G Plans Manuscript (printed 36" roll) – plan and profile for Project Team Meeting and PL&G Inspection.
- PL&G Cross Sections – 25' intervals (printed 2-sided on letter size paper) for Project Team Meeting and PL&G Inspection.
- Geotechnical Report
- Property Owners Interviews Report
- Final Inspection Plans (printed halfsize 11" x 17").
- PDF files of PL&G Plans and Cross Sections for Project Team Meeting, PL&G Inspection, and Final Inspection.
- PDF and DGN files of 60% Construction Plans for Right of Way Approval
- PDF and DGN files of Final Plans and Cross Sections.
- Monthly Reports

SCHEDULE

Anticipated schedule, depending on Notice to Proceed, is as follows:

MILESTONE	DAYS	DATE
Notice to Proceed	0	February 25, 2020
Submit Preliminary Line & Grade Plans	76	May 11, 2020
Hold Preliminary Line and Grade Inspection	92	May 27, 2020
Hold Public Meeting to Present Proposed Plan	111	June 16, 2020
Submit 60% Construction Plans for Right of Way Approval	127	July 2, 2020
Submit Final Inspection Plans	180	August 24, 2020
Hold Final Inspection	196	September 9, 2020
Submit Review Set of Final Plans	210	September 23, 2020
Submit Final Plans / Bid Documents	233	October 16, 2020

* Schedule and dates contingent on Third Party Reviews and Approvals, including but not limited to KYTC, Utility Companies, etc.

MADISON AVENUE STREETSCAPE

8TH STREET TO 11TH STREET

CITY OF COVINGTON

EXHIBIT B FEE PROPOSAL

Fee Considerations	Proposed Hours	Approximate Fee
A. Surveying	47	\$6,253.72
Cardinal Engineering Corporation	LS	\$24,500.00
B. Geotechnical Services	5	\$692.43
Terracon Consultants, Inc.	LS	\$9,200.00
C. Traffic Analysis	0	\$0.00
D. Preliminary Line and Grade	201	\$33,432.15
Human Nature	172	\$18,280.00
E. Utility Coordination	60	\$9,914.62
F. Environmental	by KYTC	\$0.00
G. Right of Way Plans – 60% Construction Plans for Right of Way Approval	34	\$5,416.21
Human Nature	136	\$13,870.00
H. Final Plan Preparation	619	\$97,867.79
Human Nature	145	\$14,047.50
I. Meetings	88	\$19,508.78
Human Nature	54	\$6,370.00
J. Public Involvement	93	\$20,645.00
Dunrobin Associates, LLC	237	\$19,372.00
K. Project Management and QA/QC	144	\$35,479.64
Human Nature	32	\$3,940.00
Total Production Hours and WSP Fee	2,067	\$229,210.34
Direct Costs (printing, mileage, etc.) for WSP		\$2,979.00
Human Nature (expenses & soil consultant)		\$3,500.00
	Total Fee for WSP USA INC.	\$232,189.34
	Total Fee for Subconsultants	\$113,079.50
TOTAL FEE (WSP AND SUBCONSULTANTS)		\$345,268.84

HOURLY RATE TABLE

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal Project Manager	\$117.54
Project/Task Manager	\$64.04
Senior Highway Engineer	\$81.17
Highway Engineer	\$50.55
Senior CADD Designer	\$48.67
Senior Transportation Planner	\$89.93
Senior Traffic Engineer	\$77.34
Traffic Engineer	\$47.90
Geotechnical Engineer	\$55.87
Landscape Architect	\$57.94
Technician	\$39.75
Administrative Assistant	\$34.83
Land Surveyor	\$43.16

* Rates based off most recent KYTC Audit of Classification and Rates dated July 5, 2019 and escalated to the midpoint of the project

SCHEDULE OF PAYMENTS

Invoices shall be submitted monthly based on percentage of project completed for the Total Lump Sum Fee of \$345,268.84.

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Division/Department Head Signature


Responsible Staff Person
Chris Warneford

Specific Nature of Request
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Description of Request Including Background Information if Relevant
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Copy of Contract Attached?
Yes

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Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

SIGNING ORDER

 2/12/20
1. LEGAL DEPARTMENT REPRESENTATIVE DATE

2. FINANCE DEPARTMENT REPRESENTATIVE DATE

 2/12/2020
3. CITY MANAGER DATE

CITY OF COVINGTON, KY

7th STREET STREETScape WASHINGTON STREET TO GREENUP STREET ENGINEERING AND RELATED SERVICES

EXHIBIT A SCOPE OF WORK



**1792 Alysheba Way, Suite 230
Lexington, Kentucky 40509
859-272-5400**

January 31, 2020

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INTRODUCTION

The following defines, clarifies, and documents the scope of work in relation to the production-hour worksheet for design work.

PROJECT DESIGN SPECIFICS

- Limits of Design:
 - Mainline Urban Design:
 - Begins at Washington Street
 - Ends at Greenup Street
 - Length = 1400 feet = 0.27 miles
- Approach Roads:
 - Washington Street
 - Madison Avenue
 - Legacy Way
 - Scott Boulevard
 - Tobacco Alley
 - Greenup StreetTotal Approach Roads = 6
- Entrances:
Total Entrances = 8
- Right of Way:
Total Parcels = 38
- Plan and Profile Sheets (10 scale):
 - Plan Sheets:
 - 300 feet per sheet = 5Total Plan Sheets = 5
 - Profile Sheets:
 - 300 feet per sheet = 5Total Plan Sheets = 5

DESCRIPTION OF DESIGN WORK ITEMS

The following is taken from KYTC's standard description of production-hour worksheet items. Edits and additions have been made to clarify WSP's scope of work and basis for hours estimated to complete the work.

A. SURVEYING

1 Control (existing)

A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.

2 Utilities (identify and contact)

Identify all utility companies within the project corridor and maintain a valid contact list of those utility companies and their representatives. Contact utility companies, Kentucky 811, KYTC District Utilities Staff and any other sources for utility facility mapping or other information concerning the location of any utilities. Check with local governments for GIS databases and for other sources of information.

3 Architectural inventory and analysis

Document architectural features consisting of building entrances, thresholds, facades, canopies, overhangs, stairs, landings, railings, walls, and basement encroachments that are adjacent to the work area. Identify features not to be disturbed by proposed work. Analyze basement encroachments and the feasibility to accommodate proposed design.

4 Drainage (pipes, inlets, manholes, etc.)

Identify drainage features that may require consideration in design and that are necessary to be documented on the plans.

5 Horizontal

Establish any new or additional horizontal coordinate control including the monumentation. All control information, including pre-established, shall be documented in a survey report and submitted to the City of Covington Project Manager. All horizontal control obtained from Global Positions Systems (GPS) shall comply with the **Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques** published by the Federal Geodetic Control Subcommittee dated August 1, 1989. Additional control points set shall be a minimum of 24-inch rebar (#4 or larger) with a plastic or aluminum cap.

6 Vertical

Establish any new or additional vertical control, including benchmarks, and including the monumentation. All control information, including pre-established, shall be documented in a survey report and submitted to the City of Covington Project Manager. All vertical control obtained from Global Positions Systems (GPS) shall comply with the **Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques** published by the Federal Geodetic Control Subcommittee dated August 1, 1989.

- 7 Process Control data**
Process data obtained from field survey and check for accuracy and closure. Preparation of survey report of coordinate controls and bench marks.
- 8 Planimetric location (signs, plantings, curbs, buildings, etc.)**
Locate and/or identify all necessary planimetric features. Existing basement encroachments are anticipated in the project area and will be identified and located in the planimetric map.
- 9 Utilities location, Quality Level C & D**
Apply reconnaissance utility data gathered to locate utility facilities on plans. Gather a survey of all visible utility facility features (i.e. poles, valves, manholes, markers, etc.) and provide them on the plans. Utilize both the reconnaissance data and field generated data to assess the approximate location of the utility facilities within the project corridor. This data shall be used to identify potential conflicts between the project and the existing facilities. Following Utility Coordination and Preliminary Utility Design, Quality Level A & B could be necessary, which will require a contract modification for the additional services.
- 10 Process Planimetric data**
Process all necessary data to produce a planimetric map and submit electronic files to the designer.
- 11 DTM data collection**
Collect general terrain data for project.
- 12 Verify terrain model accuracy**
Check for accuracy of breaklines, random points, contours, etc.
- 13 Tie-ins**
Field verification of all field data necessary for tying of project to existing features pavements etc. Include all road approaches and entrances.
- 14 Additional necessary DTM data**
Collect other necessary data to produce an accurate digital terrain model (obscured areas, field checked areas, areas needing greater accuracy, etc.).
- 15 Process Terrain data**
Process all pertinent data necessary to generate digital terrain models and submit electronic files to the designer.
- 16 Contact & interview property owners**
Contact property owners requesting permission for access and discuss general scope of project, locations of property lines, septic system, drainage and any other pertinent information. A report is to be generated with a copy of the contact letter and all completed contact information forms from property owners, upon request.
- 17 Field tie property lines/corners**
Locate all monuments (rebars, pins, etc.) and other evidence of property lines (fences, tree lines, drains, etc.).
- 18 Stake core holes – roadway**
Stake or locate all geotechnical borings required for geotechnical pavement/soil

analysis and process data.

B. GEOTECHNICAL SERVICES

19 Geotechnical analysis

Complete eight (8) geotechnical borings, approximately three (3) per block and in the vicinity of proposed relocated utility lines. Analyze data to determine pavement thickness, the condition of the existing soil, and the feasibility of the proposed utility placement.

22 Prepare geotechnical overview report

Using the data from the Geotechnical analysis complete a Geotechnical Report to be submitted to the City of Covington Project Manager.

C. TRAFFIC ANALYSIS – EXCLUDED

Traffic analysis has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.

D. PRELIMINARY LINE AND GRADE

21 Computer setup

Load and organize additional project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system, the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

22 Prepare existing manuscripts

Reviewing existing manuscript and modifying any items that needs to be corrected to conform to current KYTC CADD standards. Incorporate any additional topography picked up by field survey. Depict locations of all existing utility facilities. Manipulation/addition of text and notes identifying topography, planimetrics, drainage structures, and utilities. Addresses shall be shown for all parcels, if requested.

23 Establish approximate property lines and ownership

Using field evidence and research documentation, such as plats and PVA records, establish approximate existing right of way and property lines and denote the property ownership, parcel numbers and lines on the plans.

24 Study and develop typical sections

Study, develop, and document all necessary typical sections, including creating InRoads roadway templates.

25 Create and evaluate proposed roadway models

Create, review, modify and finalize the proposed roadway model. Includes depiction of critical cross sections at 25 foot intervals.

26 Design entrances

Determine approximate location, grade, width and type of entrance and depict on the plans of the proposed construction. A profile will be provided within the cross sections.

- 27 Study and development of intersections**
Study, develop, and document preliminary intersection layouts.
- 28 Study and develop maintenance of traffic plan**
Study, develop and document traffic control plan including construction phasing and/or detour routes. A general assessment will be made of any temporary construction and temporary easements that may be needed. There will be a written plan for the proposed design.
- 29 Plot/print copies of plans for meetings and inspections**
Plot and/or print plans, profiles, drawings, cross sections, schematics, etc. for meetings, inspections, or upon request. Includes creating PDF files that will be provided to the City of Covington.
- 30 Calculate preliminary quantities and develop cost estimates**
Develop and document construction cost estimates, including calculating preliminary quantities. Includes development of a preliminary pavement design, to be reviewed by the City of Covington Project Manager, to use in calculating preliminary pavement quantities. This includes estimating utility relocation costs.
- 31 Revise plans and estimates**
Revise plans and estimates as directed from reviews and inspections. Upon completion of the Preliminary Line and Grade Inspection, WSP will incorporate significant comments into the preliminary plans and submit the revised plans and electronic files to the City of Covington Project Manager.
- 32 Preliminary R/W with taking areas**
Layout preliminary R/W and calculate approximate R/W taking areas from each parcel, if necessary. Document the areas of taking and depict the preliminary right of way and easements on the plans. The deliverable will be in the form of a R/W summary spreadsheet.
- 33 Study and develop approach roads**
Develop approach road intersection with the mainline. Work includes, as necessary, development of curb returns, cross walks, pavement tie-ins, and sidewalk tie-ins.
- 34 Evaluate inlets and storm sewers in urban sections**
General review of the inlets and storm sewers that will be required. These will be included in the construction cost estimates.
- 35 Establish existing horizontal and vertical alignments**
The existing horizontal and vertical alignment of the mainline will be established to identify and depict the substandard geometrics.
- 36 Prepare plan and profile sheets**
Preparation of 10-scale plan and profile sheets.
- 37 Corridor review and documentation**
Key members of the design staff will conduct a physical review of the corridor. Photographs will be taken of each standing structure that may be impacted. The photographs will be included as an appendix to the Preliminary Line and Grade Plans.

- 38 Develop lighting alternatives**
Identify and propose luminaires and pole placement to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 39 Develop landscape planting alternatives**
Identify and propose landscaping planting features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 40 Develop outdoor seating alternatives**
Identify and propose outdoor seating locations and features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 41 Develop misc. landscape alternatives**
Identify and propose other landscaping features to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 42 Develop paver alternatives**
Identify and propose paver locations, types, and patterns to be utilized on the project from the City-Wide Design Standards documented in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.
- 43 Develop parking alternatives**
Develop parking alternatives between Madison Avenue and Washington Street that align with the Duveneck Square District Concepts recommended in the Downtown Streetscape and Public Realm Design Guidelines for City of Covington, KY dated October 2018.

E. UTILITY COORDINATION

- 44 Utility coordination meeting**
Time associated with Utility Coordination Meeting for all utility companies identified within the project corridor. The meeting intent is to identify critical conflicts and easement needs, discuss avoidance possibilities, consider relocation placements and costs, phasing and schedule, and identify Quality Level A or Quality Level B location needs. This meeting shall take place prior to the joint inspection and may require two meetings. Utility coordination meetings will be held jointly with the City of Covington Madison Avenue Streetscape Project.

- 45 Develop Utility Relocation Layout Sheets (1"=100')**
Develop preliminary relocation layout sheets that show all existing utility facilities, locations of Quality Level A and Quality Level B subsurface utility engineering information, identified conflicts with the project, and proposed relocation alignments.
- 46 Develop Utility Relocation Plans (1"=50')**
Develop utility relocation plans for utilities that have agreed to have WSP perform relocation design services. These plans shall provide a detailed horizontal and vertical alignment of the facilities to be relocated. Plan sheets, profile sheets, and cross sections shall be required. Plans shall adhere to the utility company's standards and specifications.

F. ENVIRONMENTAL – EXCLUDED

Environmental Reviews have been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract. KYTC shall be responsible for the Section 106 and Environmental Reviews as well as the necessary documentation needed for environmental clearance.

G. RIGHT OF WAY PLANS – 60% CONSTRUCTION PLANS FOR RIGHT OF WAY APPROVAL

- 47 Deed research**
Research of all documents necessary to determine property lines, existing easements, encumbrances and ownership including a copy of the deed with deed book and page number and available plats.
- 48 Establish property and ownership**
Using field evidence and research documentation to accurately establish property lines, existing Right of Way, existing easements, owner names, lessee names, and parcel numbers. Document on plans.
- 49 Calculate R/W – As necessary/If Authorized**
Calculate lines and areas of all proposed right of way and easement takings for each parcel. Depict all right of way and easements, including metes and bounds, on plans. Calculating Proposed R/W has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.
- 50 Prepare legal descriptions – As necessary/If Authorized**
Prepare and check legal descriptions for each area of taking. Preparing Legal Descriptions has been excluded from this scope of work and a contract modification would be required if requested during the duration of the contract.
- 51 Prepare R/W summary sheet**
Complete right of way summary sheet including all affected parcels.
- 52 Generate right of way strip map**
Prepare right of way strip map covering all affected parcels. Generate individual 100-scale strip map sheets.

53 Prepare R/W Plans Submittal

Generate the computer files of the R/W plans, prepare electronic submittal of plans and deeds and submit plans, computer files, source deeds and proposed deed descriptions to the City of Covington, as necessary.

54 R/W revisions after R/W submittal

Prepare R/W plan revisions as necessary, after Right of Way Plan submittal and prior to final construction plan submittal. Includes re-submittal of revised plans, 1 set of prints with changes marked in red, plats, deed descriptions, and electronic files, as necessary.

H. FINAL PLAN PREPARATION

55 Update existing topography and terrain model

Using updated field data, modify and update the existing topography and terrain model.

56 Develop pavement design

Analyze, document, and submit for review and approval the proposed pavement design folder, including typical sections and pavement details.

57 Finalize templates & transitions

Finalize necessary templates and template transitions. This includes each instance of a horizontal change in roadway edge of pavement with respect to the centerline.

58 Develop final roadway model

Modify the preliminary roadway model or generate a new roadway model incorporating the proposed design into the initial roadway model as necessary to enable the generation of cross-sections.

59 Develop proposed design

Develop and depict on the plans all proposed construction details and graphics, including pavement, drainage, construction notes, etc.

60 Generate plan sheets

Perform necessary work to create individual plan sheets, including dropping of sheet cells, masking, manipulation of text and notes, etc.

61 Generate profile sheets

Perform necessary work to create individual profile sheets, including dropping profile, annotation of profile, drainage, notes, etc.

62 Detail cross sections

Drop cross sections onto sheet cells, add quantities, details, notes, etc.

1"=5' scale cross sections @ 25' intervals will be developed for an estimated total of 50 cross sections.

63 Design entrances

Finalize location, grade, width and type of entrance and depict on the plans. A profile will be provided within the cross sections.

- 64 Prepare layout sheet**
Prepare layout sheet for the construction plans.
- 65 Prepare typical sections**
Prepare all typical sections including the proposed pavement design and other necessary details for each roadway and detour.
- 66 Prepare coordinate control sheets**
Develop all coordinate control information, including proposed centerlines, event points, control points, and benchmarks with appropriate descriptions, and place into the plans in tabular form and generate individual sheets.
- 67 Prepare striping plan**
Prepare details for striping plans. Striping plans will be developed using the 1"=20' scale plan sheets.
- 68 Calculate final quantities**
Calculate and document all quantities required for the construction of the final roadway and maintenance of traffic during construction, including permanent and temporary items.
- 69 Complete general summary**
Complete general summary sheet(s).
- 70 Complete paving summary**
Complete paving summary sheet(s).
- 71 Complete drainage summary**
Complete drainage summary sheet(s).
- 72 Prepare cost estimate**
Prepare and document cost estimate including bid prices for each item, using best engineering judgment, for inspections, meetings and final plan submittal.
- 73 Plot/print copies of plans**
Plot/print copies of plans including the necessary copies of plans for distribution at project milestones (inspections, meetings, etc.).
- 74 Plan revisions**
Complete any necessary and unexpected plan revisions that arise following the Final Inspection that are beyond control.
- 75 Prepare final construction plans submittal**
Generate the computer files of the final plans, prepare electronic submittal of plans and required files and submit plans, computer files and a list of General Notes to the City of Covington. Also, includes making any necessary changes identified by the roadway plan review.
- 76 Develop erosion control plan**
Determination of required erosion control items and depiction in the plans, including required calculations and generating the individual sheets.

- 77 Inlet spacing calculations**
Conduct necessary calculations to determine if existing inlet spacing is adequate for the corridor. Document and report to the City of Covington Project Manager if additional inlets are necessary to minimize ponding.
- 78 Assemble preliminary and final drainage folders**
Copy, fold, bind, and assemble drainage folder.
- 79 Write maintenance of traffic notes (TCP)**
Write and submit the required Traffic Control Plan, including the construction phasing for the project.
- 80 Prepare construction phasing plans**
Prepare plans for maintenance of traffic, construction phasing and/or detours necessary for the construction of the project, including all phasing, special notes, signs, temporary pavement markings and quantities. Submit the Traffic Control Plan to the District to obtain the necessary approval signatures. Incorporate the maintenance of traffic and construction phasing plans into the final construction plans.
- 81 Develop signing detail sheets**
Develop signing plans for the proposed construction. Signing plans and detail sheets will be developed according to current criteria.
- 82 Traffic management plan**
Develop traffic management plan.
- 83 Develop lighting plans**
Develop lighting plans including pole locations, circuit design, voltage drop calculations, and other pertinent details for the proposed construction. Lighting plans and detail sheets will be developed according to current criteria.
- 84 Develop signalization plan**
Develop signal plans for four (4) intersections of the proposed construction. Signals plans and detail sheets will be developed according to current criteria.
- 85 Develop landscape planting plan**
Develop landscape plans consisting of landscape planting features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.
- 86 Develop outdoor seating plan**
Develop landscape plans consisting of outdoor seating locations and features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.
- 87 Develop misc. landscape elements**
Develop landscape plans consisting of miscellaneous landscape features for the proposed construction. Landscape plans and detail sheets will be developed according to current criteria.

88 Parking kiosk detail sheets

Identify Parking kiosk and/or meters on the plans sheets for the proposed construction. Plans and detail sheets will be developed according to current criteria.

I. MEETINGS

89-93 Inspections, meetings, and reviews

Prepare agenda, handouts, plans, draft meeting summary, and final meeting summary. Includes attendance of meetings by WSP's key design team members. Five (5) project meetings are anticipated; Conceptual Design Planning Meeting, Project Team Meeting, Preliminary Line and Grade Inspection, Progress Meeting with the City of Covington and Mayor, and Final Inspection. Project meetings will be held jointly with the City of Covington Madison Avenue Streetscape Project.

J. PUBLIC INVOLVEMENT

94 Develop and maintain mailing list

Prepare and maintain an up-to-date mailing list consisting of property owners within the corridor.

95 Prepare for public meeting

Preparation and delivery of all necessary materials (project plans, photographs, exhibits, maps, handouts, etc.) to facilitate the public meeting. The City of Covington will facilitate the public meeting location and prepare notices. Two (2) Public Meetings are anticipated; one following the Preliminary Line and Grade Submittal and one prior to the start of construction.

96 Attend public meeting

Attendance by the key members of WSP's design team to make any presentation and to meet the general public and answer their questions. Two (2) Public Meetings are anticipated; one following the Preliminary Line and Grade Submittal and one prior to the start of construction. Public meetings will be held jointly with the City of Covington Madison Avenue Streetscape Project.

97 Property owner coordination

WSP's Project Manager will visit and meet with corridor property owners. A property owner letter will be provided. A draft of the letter will be submitted to The City of Covington's Project Manager for review.

K. PROJECT MANAGEMENT AND QA/QC

98 Prepare and submit monthly reports

WSP's Project Manager will prepare and submit monthly reports to the City of Covington documenting the work completed during the past month. Includes project management activities and oversight.

99 QA/QC reviews of plans

QA/QC will be completed on all deliverables submitted to the City of Covington.

EXPENSES FOR DESIGN

Anticipated expenses associated with the project include:

1. Travel expenses will include mileage and meals for meetings and corridor review.
2. Printing expenses will include manuscripts and plans submitted to the City of Covington. Manuscripts will be 36" wide on a roll. Plans will be 11" x 17" black and white copies. Cross sections will be 8½" x 11" – 2-sided printing for PL&G Inspection and 11" x 17" black and white copies for Final Plans.
3. Two (2) copies of the manuscripts and five (5) copies of the plans will be submitted for the Project Team Meeting, PL&G Inspection, and Final Inspection. Four (4) copies will be printed to have available at the Public Meeting.

DELIVERABLES

Anticipated deliverables associated with the project include:

- PL&G Plans (printed halfsize 11" x 17") for Project Team Meeting and PL&G Inspection:
 - Layout Sheet
 - Typical Sections
 - Plan and Profile Sheets (10-scale)
 - Coordinate Controls and Benchmarks
 - Maintenance of Traffic – Written Plan
 - Right of Way Summary
 - Corridor Photographs
 - Construction Cost Estimates
 - Utility Relocation Cost Estimates
- PL&G Plans Manuscript (printed 36" roll) – plan and profile for Project Team Meeting and PL&G Inspection.
- PL&G Cross Sections – 25' intervals (printed 2-sided on letter size paper) for Project Team Meeting and PL&G Inspection.
- Geotechnical Report
- Property Owners Interviews Report
- Final Inspection Plans (printed halfsize 11" x 17").
- PDF files of PL&G Plans and Cross Sections for Project Team Meeting, PL&G Inspection, and Final Inspection.
- PDF and DGN files of 60% Construction Plans for Right of Way Approval
- PDF and DGN files of Final Plans and Cross Sections.
- Monthly Reports

SCHEDULE

Anticipated schedule, depending on Notice to Proceed, is as follows:

MILESTONE	DAYS	DATE
Notice to Proceed	0	February 25, 2020
Submit Preliminary Line & Grade Plans	76	May 11, 2020
Hold Preliminary Line and Grade Inspection	92	May 27, 2020
Hold Public Meeting to Present Proposed Plan	111	June 16, 2020
Submit 60% Construction Plans for Right of Way Approval	127	July 2, 2020
Submit Final Inspection Plans	180	August 24, 2020
Hold Final Inspection	196	September 9, 2020
Submit Review Set of Final Plans	210	September 23, 2020
Submit Final Plans / Bid Documents	233	October 16, 2020

* Schedule and dates contingent on Third Party Reviews and Approvals, including but not limited to KYTC, Utility Companies, etc.

7TH STREET STREETScape
WASHINGTON STREET TO GREENUP STREET

CITY OF COVINGTON

EXHIBIT B
FEE PROPOSAL

Fee Considerations	Proposed Hours	Approximate Fee
A. Surveying	39	\$5,189.26
Cardinal Engineering Corporation	LS	\$20,250.00
B. Geotechnical Services	5	\$692.43
Terracon Consultants, Inc.	LS	\$9,600.00
C. Traffic Analysis	0	\$0.00
D. Preliminary Line and Grade	198	\$32,933.16
Human Nature	201	\$21,575.00
E. Utility Coordination	60	\$9,914.62
F. Environmental	by KYTC	\$0.00
G. Right of Way Plans – 60% Construction Plans for Right of Way Approval	32	\$5,097.61
Human Nature	165	\$16,835.00
H. Final Plan Preparation	677	\$107,037.95
Human Nature	145	\$14,185.00
I. Meetings	88	\$19,508.78
Human Nature	43	\$5,225.00
J. Public Involvement	68	\$15,095.27
Dunrobin Associates, LLC	231	\$18,921.00
K. Project Management and QA/QC	144	\$35,479.64
Human Nature	48	\$6,400.00
Total Production Hours and WSP Fee	2,144	\$230,948.72
Direct Costs (printing, mileage, etc.) for WSP		\$2,693.00
Human Nature (expenses & soil consultant)		\$3,000.00
		Total Fee for WSP USA INC. \$233,641.72
		Total Fee for Subconsultants \$115,991.00
TOTAL FEE (WSP AND SUBCONSULTANTS)		\$349,632.72

HOURLY RATE TABLE

Rate Classification	Hourly Rate
Principal Project Manager	\$117.54
Project/Task Manager	\$64.04
Senior Highway Engineer	\$81.17
Highway Engineer	\$50.55
Senior CADD Designer	\$48.67
Senior Transportation Planner	\$89.93
Senior Traffic Engineer	\$77.34
Traffic Engineer	\$47.90
Geotechnical Engineer	\$55.87
Landscape Architect	\$57.94
Technician	\$39.75
Administrative Assistant	\$34.83
Land Surveyor	\$43.16

* Rates based off most recent KYTC Audit of Classification and Rates dated July 5, 2019 and escalated to the midpoint of the project

SCHEDULE OF PAYMENTS

Invoices shall be submitted monthly based on percentage of project completed for the Total Lump Sum Fee of \$349,632.72.



CITY OF COVINGTON BOARD & COMMISSIONS APPLICATION

Return to: City Hall, 20 W. Pike St., Covington, KY 41011

Please indicate Boards/Commissions you wish to consider:

Urban Design Review Board

First Name: James Last Name: Schafer Middle Initial R.A.

Home Address: 730 Washington Street, #124

City: Covington State KY Zip: 41011

County: Kenton Are you 18 years of age or older?: Yes No

Party Affiliation*: Democratic

(Please note: A specific number of party affiliates is required by Kentucky State Law)

Race (Optional): Caucasian Gender: Male

Phone Number: 203.589.5793 Email Address: jraschafer@gmail.com

Occupation: Physician Current Employer: Tristate IMG

Business Address: 375 Dixmyth Ave

City: Cincinnati State OH Zip: 45220

EDUCATION

High School

Name of School: Please see attached resume

Did you graduate: Yes No

College/Other

Name of School: Please see attached resume

Did you graduate: Yes No

Memberships in Organizations (Indicate any public office currently held):

None relevant.

Have you ever been convicted of a felony: Yes No

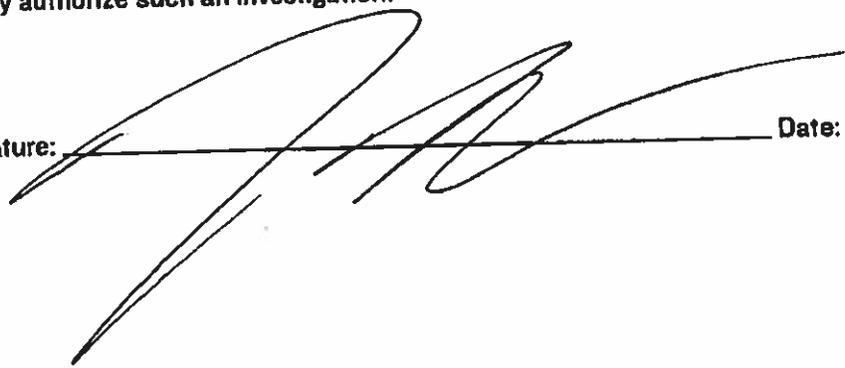
If yes, please indicate charge, date and place:

N/A

Please submit a current resume and letter of interest along with the completed application.

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

Signature:



Date:

12/12/2019

James Robert Alan Schafer, M.D, Ph.D

jrashafer@gmail.edu

203.589.5793

EDUCATION

1993	<i>Columbus Academy (High School)</i>	Columbus, OH
1997	<i>Brown University</i> Bachelor of Science, with honors, <i>Magna cum Laude</i> : Majors: Biology & European History Honors: Alfred Arnold Bennett Senior Prize, Member of Sigma Xi, Member of Phi Beta Kappa	Providence, RI
1998	<i>University of Edinburgh</i> Master of Science by Research Honors: Rotary Ambassadorial Scholarship	Edinburgh, Scotland
2007	<i>Yale School of Medicine</i> Doctor of Medicine & Doctor of Philosophy in Neuroscience Honors: Medical Scientist Training Program Grant	New Haven, CT

POSTGRADUATE TRAINING

2012	<i>University of Michigan</i>	Radiology Resident	Ann Arbor, MI
2013	<i>University of Michigan</i>	Musculoskeletal Fellow	Ann Arbor, MI

CERTIFICATION AND LICENSURE

Board Certified in Diagnostic Radiology by the American Board of Radiology
Medical License in Kentucky and Ohio

WORK EXPERIENCE

2007-2008	<i>St. Vincent's Medical Center</i>	Intern	Bridgeport, CT
2010-2013	<i>St. Joseph Mercy Health System</i>	ER Radiologist	Ann Arbor, MI
2012-2013	<i>University of Michigan</i>	ER Radiologist	Ann Arbor, MI
2013-present	<i>TriHealth & Beacon Orthopedics</i>	Staff Radiologist	Cincinnati, OH
2017-present	<i>Hierophany & Hedge</i>	Proprietor	Covington, KY

SELECTED JOURNAL ARTICLES & BOOK CHAPTERS

- James Schafer, Ashok Srinivasan, Suresh Mukherji. (2011) Diffusion magnetic resonance imaging in the head and neck. *Magnetic Resonance Imaging Clinics of North America* 19: 55-67.
- James Schafer, Prachi Agrawal, Ella Kazerooni. (2010) Radiology Resource Utilization during an H1N1 Influenza Outbreak. *Journal of the American College of Radiology* 7: 28-32.
- James Schafer, Ikuhiro Kida, Fuqiang Xu, Douglas Rothman, Fahmeed Hyder. (2006) Reproducibility of odor maps in rodents. *Neuroimage* 31: 1238-1246.
- James Schafer, Ikuhiro Kida, Douglas Rothman, Fahmeed Hyder, Fuqiang Xu. (2005) Adaptation in the rodent olfactory bulb measured by fMRI. *Magnetic Resonance in Medicine* 54: 443-8.
- Fuqiang Xu, Michelle Schaefer, Ikuhiro Kida, James Schafer, Nian Liu, Douglas Rothman, Fahmeed Hyder, Diego Restrepo, Gordon Shephard. (2005) Simultaneous Activation of Mouse Main and Accessory Olfactory Bulbs by Odors or Pheromones. *Journal of Comparative Neurology* 489:491-500.
- James Schafer, David Fell, Douglas Rothman, Robert Shulman. (2004) Protein phosphorylation can regulate metabolite concentrations rather than control flux: the example of glycogen synthase. *Proceedings of the National Academy of Sciences of the United States of America*. 101:1485-90.
- Karin Froebel, Wendy Howard, James Schafer, F. Howie, J. Whitworth, P. Kaleebu, Andrew Brown, Eleanor Riley. (2004) Activation by malaria antigens renders mononuclear cells susceptible to HIV infection and re-activates replication of endogenous HIV in cells from HIV-infected adults. *Parasite Immunology* 26:213-7.
- James Schafer, William Jesdale, Judith George, Nicolas Kouttab, Anne De Groot. (1998) Prediction of well-conserved HIV-1 ligands using a matrix-based algorithm, EpiMatrix. *Vaccine*. 16:1880-4.
- Anne De Groot, William Jesdale, Evan Szu, James Schafer, Roman Chicz, Gregory Deocampo. (1997) An interactive Web site providing major histocompatibility ligand predictions: application to HIV research. *AIDS Research & Human Retroviruses*. 13:529-31.
- James Schafer, David Fell, Douglas Rothman, Robert Shulman. (2005) Phosphorylation of allosteric enzymes can serve homeostasis rather than control flux. In Robert Shulman & Douglas Rothman (eds.), *Metabolomics by In Vivo NMR* (pp. 59-72). West Sussex: John Wiley & Sons.
- Robert Shulman, James Schafer. (2005) Summarized reflections on metabolism. In Robert Shulman & Douglas Rothman (eds.), *Metabolomics by In Vivo NMR* (pp. 175-184). West Sussex: John Wiley & Sons.