

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	9/22/2020
Legislative Meeting Date	9/29/2020
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 authorizing the Mayor to sign a Settlement Agreement and Release regarding disputed litigation involving window installation at the Stewart Iron Works building during a previous construction project.

Description of Request Including Background Information if Relevant
See description in Whereas statements in attached proposed Settlement Agreement and Release.

Company/Entity (if multiple, list all)
River City Glass Inc. dba McAndrews Windows and Glass

Value/Cost
\$39,500.00

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

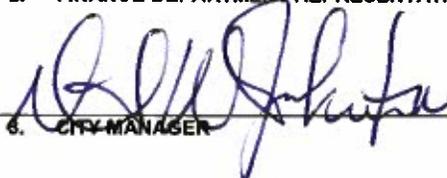
Copy of Contract Attached?
yes

Payment Terms
one time

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 9/16/2020

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and among RIVER CITY GLASS, INC. dba MCANDREWS WINDOWS AND GLASS ("McAndrews") and The City of Covington, Kentucky ("City").

WHEREAS, City was the owner of certain real property located at 20 West 18 Th Street, Covington, Kentucky 41011 and more commonly referred to as Stewart Iron Works Building ("Property").

WHEREAS, City entered into certain agreement with McAndrews to provide certain window installation services ("Contract") toward the development of the Property ("Project").

WHEREAS, City did sell or otherwise transfer the Property to a third party.

WHEREAS, a dispute has arisen between the parties regarding the Property, Contract, and the Project.

WHEREAS, McAndrews filed a suit in Kenton County Circuit Court Case No. 15-CI-00664 captioned River City Glass, Inc. dba McAndrews Windows and Glass v The City of Covington, Kentucky (the "Litigation")

WHEREAS, the parties desire to fully settle any and all disputes which may exist between them.

NOW, THEREFORE, for and in consideration of the foregoing terms and conditions set forth herein, the parties hereby agree as follows:

1. City shall pay to McAndrews the sum of \$39,500 in funds within 10 days of the date of this Agreement ("Settlement Payment").
2. Upon receipt of the Settlement Payment, the parties herein shall dismiss their respective claims against each other, with prejudice, in the Litigation. (See Exhibit A attached hereto).
3. Upon receipt in full, and in consideration of, the Settlement Payment as set forth above, McAndrews, for itself, its directors, officers, shareholders, partners, members, employees, agents, heirs, administrators, executors, successors, and assigns, does hereby release and forever discharge City and its managers, council, directors, officers, employees, agents, heirs, administrators, executors, successors, assigns, subdivisions, agencies, subsidiaries, affiliates, and attorneys from and with respect to, any and all claims, demands, damages, costs, liabilities, actions, and causes of action, or suits at law or in equity, of whatsoever kind of nature, present or future, both known and unknown, rising from or relating to the Property, Contract, Project, and Litigation.

4. In consideration of the release and mutual promises set forth herein, City, for itself and its managers, council, directors, officers, employees, agents, heirs, administrators, executors, successors, assigns, subdivisions, agencies, subsidiaries, affiliates, does hereby release and forever discharge McAndrews and its directors, officers, shareholders, partners, members, employees, agents, heirs, administrators, executors, successors, assigns, subsidiaries, affiliates, and attorneys from and with respect to, any and all claims, demands, damages, costs, liabilities, actions, and causes of action, or suits at law or in equity, of whatsoever kind of nature, present or future, both known and unknown, rising from or relating to Property, Contract, Project, and Litigation.
5. Without limiting the generality of the foregoing, the parties agree and acknowledge that this Release specifically includes any and all claims which were, or which could have been, brought by the parties in association with work performed on the Property and associated Project.
6. It is agreed and understood that neither the acceptance by McAndrews of any amounts hereunder, nor any other term or condition of this Settlement Agreement and Release, is to be interpreted as an acknowledgement by any party hereto of the validity of any claims or defenses which were brought, or which could have been brought, as a result of this dispute or as an admission of liability, and the validity of any such claims or defenses, and all such liabilities and defenses are expressly denied by the parties, respectively.
7. This Settlement Agreement and Release is made and shall be interpreted pursuant to the common law and statutory law of the Commonwealth of Kentucky, with jurisdiction and venue in the County of Kenton. In the event of a breach of this Agreement, the prevailing party shall be entitled to its attorney fees, expenses, and costs.
8. Each party hereto hereby acknowledges that they have fully read this Settlement Agreement and Release, that they have discussed same or had an opportunity to discuss same with their respective attorneys, that they understand it fully and completely, and that they are executing it voluntarily and freely for the purposes of making a full and final compromise, adjustment and settlement of all claims by and among the parties hereto. This Agreement shall not be construed against any party in the event of a dispute.
9. It is further agreed that multiple separately-signed Settlement Agreement and Releases shall be treated as, and read as if, one agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the

THIS SECTION INTENTIONALLY LEFT BLANK

dates indicated below.

RIVER CITY GLASS, INC. dba
MCANDREWS WINDOWS AND GLASS

THE CITY OF COVINGTON, KENTUCKY
a municipal corporation of the second class

/s/ _____
Troy McAndrews, President

/s/ _____
Joseph U. Meyer, Mayor

Date _____

Date _____

CITY OF COVINGTON

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Caucus Meeting Date	9/22/2020
Legislative Meeting Date	9/29/2020
Order <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>	

Division/Department Head Signature



Responsible Staff Person

Starr Ford

Specific Nature of Request

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE RENEWAL CONTRACT WITH THE COMMONWEALTH OF KENTUCKY FOR AN EXTENSION OF THE LEASE BETWEEN THE CITY OF COVINGTON AND THE KENTUCKY HUMAN RIGHTS COMMISSION.

Description of Request Including Background Information if Relevant

The Kentucky Human Rights Commission leases office space located within City Hall. The last extension of this lease agreement is set to expire on June 30, 2021 and the agency is requesting a renewal. The City has 3 options:

1. Renew the lease for one to eight additional years at the same terms and conditions (\$1,200 a year) by executing the provided lease renewal agreement;
2. Request a rent increase, in which case the Finance & Administration Cabinet may advertise for potential replacement space and the City will need to respond to the advertisement in order to be considered; or
3. Terminate the lease.

City staff would like commission feedback on what action to take.

Company/Entity (if multiple, list all)

Commonwealth of Kentucky

Value/Cost

\$1,200

Funding Source Including Account No.

Copy of Contract Attached?

Yes

Payment Terms

Annual Payment

NOTES

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

SIGNING ORDER

	9-14-2020
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	9/16/2020
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	DATE
3. CITY MANAGER	



FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

SAM RUTH
Commissioner

Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
(502) 564-2205
Fax: (502) 564-8108

HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

August 14, 2020

CITY OF COVINGTON
20 WEST PIKE STREET
COVINGTON, KY 41011

Dear Property Owner(s):

Re: Renewal of Expiring Lease Agreements

On or before June 30, 2021, the final extension of your lease agreement will expire. Provided a satisfactory agreement can be reached, the occupying agency desires to remain at this location. The easiest way to handle this, with your agreement, is to renew the lease at the present terms and conditions. For renewal instructions, please see section "A". If you intend to seek a rental increase, please see section "B".

A. Renewal at the Same Terms and Conditions Execution of a lease renewal document extends your current lease contract at the same terms and conditions for an additional year(s). The required document is enclosed along with a return envelope. If you wish to renew at the same terms and conditions, please read the accompanying instruction sheet carefully before signing the contract. When completed and signed by all parties it will serve as the lease renewal document. A fully executed copy will be returned for your records when all necessary signatures are applied.

B. General Procedure if a Rental Increase and/or Termination of Lease is Requested
Please refer to the "Statement of Intention Concerning Lease Renewal". Please indicate your intent by checking either item "B" or "C", sign the statement, and return the form to the Division of Real Properties in the enclosed return envelope. Please include the lease PR number and county as noted on the form.

Should you request a rental increase, advertisements may be placed in local publications in order to allow for evaluation of other suitable property in the area which may be available for lease. Subject to the discretion of the Finance & Administration Cabinet, potential replacement space available under applicable provisions of KRS 56.805 and KRS 56.813 may also be considered. If an advertisement is published, you must respond to the advertisement in writing in order to have your property considered for lease. Failure to respond as specified in the advertisement will prevent us from providing further consideration to your property in accordance with KRS 56.803.6.

The process of awarding any new lease agreement subject to advertising will conform with statutes applicable to that type of lease project. Specific information concerning advertised lease projects, including criteria for lease evaluation, may be found in Chapter 56 of the Kentucky Revised Statutes under Section 803. The Kentucky Revised Statutes may be accessed at www.lrc.ky.gov.

C. Additional Information As part of a life safety and ADA accessibility program, most leased properties are inspected by the State Fire Marshall, the Kentucky Division of Building Codes Enforcement and/or local code enforcement authorities for compliance with applicable requirements. Inspections of leased properties generally occur prior to occupancy and may reoccur at any time during the term of occupancy. If deficiencies are cited, the property owner must promptly correct all cited deficiencies.

LEASE RENEWAL CONTRACT Instruction Sheet

In an effort to simplify and expedite the lease renewal process you will find attached a *Lease Renewal Agreement* for your lease with the Commonwealth of Kentucky. Please note: **THIS DOCUMENT IS YOUR LEASE AGREEMENT FORM. PLEASE FILL IN THE BLANKS ONLY WHERE INDICATED AND DO NOT WRITE IN ANY INFORMATION OTHER THAN WHAT IS REQUIRED. DOCUMENTS THAT ARE ALTERED CANNOT BE PROCESSED. IF THERE ARE ERRORS ON THE RENEWAL DOCUMENT (I.E., SQUARE FOOTAGE, RENTAL RATE, ANNUAL RENT, ETC) PLEASE RETURN THE ORIGINAL FORM TO OUR OFFICE WITH CORRESPONDENCE DESCRIBING THE ERROR(S).**

Following the directions below, complete your Lease Renewal Contract and return to our office as soon as possible and not later than **September 28, 2020**.

1. You have the option to extend the lease provisions for one to eight additional years at the same terms and conditions. If you wish to do so, please indicate same in paragraph #1 of the attached agreement by placing a **check** in the box next to the year in which you prefer to have your lease agreement expire, and placing your **initials** on the blank line next to the year. For example, if you wish to continue the lease at the same terms and conditions for three years, you would **check and initial** the year 2024.
2. After designating your initialed expiration date, sign the document in the space designated as "Lessor" on both the Renewal form and addendum and return the completed forms to the Division of Real Properties in the return envelope as soon as possible. When all necessary signatures are applied a fully executed copy will be returned for your records.
3. The Addendum document is attached to your Renewal form and may list problem areas in your building. By signing the attached Renewal document and Addendum, you will extend your present lease and agree to make the repairs requested. You are not obligated to complete the repairs cited until you have received a fully executed copy of your Renewal agreement. Failure to meet the stipulations made will be considered grounds to suspend rent payments until corrections are completed. **Please note that no addendums are attached to the lease renewal agreements. This action is being taken in an effort to reduce the number of requests for rate increases; however it does not relieve property owners of the need to maintain the property in accordance with the general terms of the lease agreement. This may include items such as paint and carpet when same exceed their normal anticipated lifespan.**
4. Lease agreements for rental of a boat slip with land based storage agreement must include a copy of your current **dock rental rate sheet** attached to the lease document.
5. Do not put an address on the signature block unless the one at the top of the contract is incorrect.

If you have any questions or need additional information, please contact Mr. John Brawner of the Leased Properties Branch, Division of Real Properties at (502) 782-0367 or johnl.brawner@ky.gov, for assistance. Please include the lease identification (PR) number and county on all correspondence.

YOUR RESPONSE / RENEWAL CONTRACT SHOULD
BE RECEIVED IN OUR OFFICE NO LATER THAN
September 28, 2020

Statement of Intent Regarding Lease Renewal

Check one of the following and return this sheet in the enclosed, self-addressed envelope:

- A. I wish to renew under the same terms and conditions (please refer to the attached lease renewal form and instructions); please sign the attached renewal and addendum (if applicable) and return along with this form.
- B. I wish to renew with a rate increase and acknowledge review of the information contained on Page 1, Item B. *(do not sign or return the renewal form, please enter the information noted below, sign, and return this form)*
- C. I do not wish to renew this lease agreement. *(do not sign or return the renewal form, please enter the information noted below, sign, and return this form)*

(Signature of Lessor)

(____)-____-_____
(Office Phone)

/(____)-____-_____
(Home Phone)

PR05374 - KENTON COUNTY

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between Human Rights Commission and, **CITY OF COVINGTON 20 WEST PIKE STREET, , COVINGTON, KY 41011** by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please **check and initial** your choice on the appropriate line):

<input type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 10.00 for 120 square feet of space for office space.

LEASE NUMBER: PR05374	LOCATION: 20 WEST PIKE STREET COVINGTON, KY 41011
COUNTY: KENTON	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

- The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility).
- The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
- The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

Annual Amount \$1,200.00

LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319. BSH/jb

CITY OF COVINGTON

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Legislative Meeting Date	9-29-2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
Risk Management

Responsible Staff Person
Trisha Block

Specific Nature of Request
An order authorizing the submission of an application to Kentucky's Petroleum Storage Tank Environmental Assurance Fund for the City property at 1 Police Memorial Drive, and authorizing the Mayor to execute a contract with Chase Environmental to administer the application and environmental remediation process for the site.

Description of Request Including Background Information if Relevant
The City received a directive from the state to investigate reported diesel fumes in the basement level of the Police Department. The City contracted with Chase environmental to replace the sub-pumps in the basement and drill external monitoring wells to test the property for contamination. The City is eligible for funding for this work and additional remedial efforts through the Petroleum Storage Tank Environmental Assurance Fund (PSTEAF). The City must first complete the application and submit it to the State. An application fee of \$500 must be paid to complete the application process. Once the application is submitted, the \$500 is credited back to the City. Chase Environmental will administer the application process and remedial efforts. The contract with Chase Environmental will be paid via the PSTEAF program, rather than City funds.

Company/Entity (if multiple, list all)
Petroleum Storage Tank Environmental Assurance Fund
Chase Environmental Group

Value/Cost
\$500, reimbursable

Funding Source Including Account No.

Copy of Contract Attached?
Yes

Payment Terms
payment at end of project from PSTEAF funds

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

SIGNING ORDER


 1. LEGAL DEPARTMENT REPRESENTATIVE 9-14-2020 DATE

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____


 3. CITY MANAGER 9/16/2020 DATE



Chase Environmental Group, Inc.

drilling • remediation • waste services
 11450 Watterson Court • Louisville, Kentucky 40299
 (502) 267-1455 • Fax (502) 267-7299

Bid Proposal

TO: Michael Bartlett
City of Covington
20 West Pike St
Covington, KY 41011

DATE	TERMS
8/7/2020	See Back

SUBMITTED BY
Zach Feinn

PROJECT NAME	PROJECT LOCATION
Police Department Garage	1929 Madison Ave. Covington, KY

Scope of Work: Perform corrective action activities as directed by the Kentucky Division of Waste Management / Underground Storage Tank Branch.

Chase will prepare all necessary paperwork to request reimbursement from the UST Fund at no charge to the client

Description	Units	# Units	Unit Rate	Subtotal
Perform Corrective Action Activities or Site Investigations as directed by the USTB or Client			PSTEAF Rates and Procedures will Apply	
Payment Policy - Invoices not remitted by prescribed due date will be assessed a 1.5% late fee per month until payment is received.			Total	\$ -

Proposal Acceptance

CLIENT SIGNATURE	DATE	PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE
CHASE SIGNATURE	DATE	PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE

Kentucky Department for Environmental Protection
Division of Waste Management
Underground Storage Tank Branch
300 Sower Boulevard, Second Floor – Frankfort KY 40601
(502) 564-5981

FOR OFFICIAL USE ONLY –
DO NOT WRITE IN THIS SPACE

UST Application for Assistance for PSTEAF

1. UST Facility Information

Agency Interest Number (AI)	67830		
UST Facility Name	Police Department Garage		
UST Facility Physical Address	Street Address: 1 Police Memorial Drive (formerly 1929 Madison Avenue)		
	City: Covington	County: Kenton	Zip Code: 41014

2. Applicant Information

Additional information may be requested, if necessary, to determine the applicant's ownership or organizational structure.

Type of Application (mark one)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amended – provide PSTEAF Application #: _____ <input type="checkbox"/> 3 rd Party		
Applicant Type (mark all that apply)	<input checked="" type="checkbox"/> UST Owner <input type="checkbox"/> UST Operator		
Total number of Petroleum Storage Tanks Owned or Operated (at the time of the release)	All Facilities Owned:	All Tanks Operated:	
Applicant's Ownership or Organizational Structure (mark one)	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Incorporated		
	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Estate / Trust <input checked="" type="checkbox"/> Government / Non-Profit		
	<input type="checkbox"/> Public Service Corporation		
Applicant Name (Owner/Operator)	City of Covington		
Applicant Mailing Address	Street Address: 20 West Pike		
	St City: Covington	State: KY	Zip Code: 41011-
Applicant Contact Information	Phone: (859)292-2133	Alternate Phone: () -	
	Email: tbock@covingtonky.gov		
Legally Authorized Representative / Agent #1	Name: David Johnston	Title: City Manager	
	Phone: (859)292-2315	Email: djohnston@covingtonky.gov	
Legally Authorized Representative / Agent #2	Name: Joseph U. Meyer	Title: Mayor	
	Phone: (859)292-2334	Email: jumeyer@covingtonky.gov	

3. Financial Information

Mark only one. The UST Branch may request financial documentation.

- The applicant's last five (5) years average total income, or annual budget for non-profit entities, is less than or equal to \$100,000.
- The applicant's last five (5) years average total income, or annual budget for non-profit entities, is greater than \$100,000.

4. Petroleum Release Details

Incident Number	2439033		
Date Release Occurred/Discovered	4 / 24 / 2018	Date Reported to the Cabinet: 4 / 24 / 2018	
Method of Discovery	<input type="checkbox"/> Incident <input type="checkbox"/> Removal <input checked="" type="checkbox"/> Site Check <input type="checkbox"/> Other (specify): _____		
Product Released (mark all that apply)	<input type="checkbox"/> Gasoline <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Kerosene <input type="checkbox"/> Waste Oil <input type="checkbox"/> New Oil		

AI _____

Petroleum Release Details (continued from Section 4)							
List Tanks Associated with the Release	Tank	Capacity (gal)	Product	Tank	Capacity (gal)	Product	
	1.	1	1000	DSL	4.		
	2.				5.		
	3.				6.		
5. Contracted Eligible Company or Partnership							
Eligible Company or Partnership	Chase Environmental Group			AI Number (company or partnership): 67830			
Professional Engineer (P.E.) or Professional Geologist (P.G.)	Karen Crawford			License Number: 17138			
<input checked="" type="checkbox"/> A written contract signed by both the applicant and the eligible company or partnership is attached to this application. (required)							
6. Third-Party Information							
Are there any known third-party complaints connected with this release?	<input type="checkbox"/> Yes If yes, provide the third-party information below and attach a copy of the complaint and/or any legal documents, letters, etc. received.					<input checked="" type="checkbox"/> No	
Third-Party Name							
Third-Party Mailing Address	Street Address:						
	City:		State:		Zip Code:	-	
Third-Party Contact Information	Phone: () -		Email:				
7. Subrogation Agreement							
<p>In consideration of, and to the extent of payment from the Petroleum Storage Tank Environmental Assurance Fund (PSTEAF) in accordance with KRS 224.60-150 et seq., the undersigned <u>City of Covington</u> (Applicant) hereby assigns, transfers and subrogates to the cabinet all of the rights, claims, interest and rights of action, which the Applicant may have against any party, person or corporation including insurers, liable under any contract or tort theory for the cost of petroleum cleanup at <u>1 Police Memorial Drive, Covington, KY 41014</u> (UST Facility) during the period on or about <u>9 / 17 / 2018</u> (MM/DD/YY) to the present. The Applicant authorizes the cabinet to sue, compromise, or settle in the Applicant's name or otherwise all such claims and to execute, sign releases and acquaintance, and endorse checks or drafts given in settlement of such claims in the name of the Applicant with the same force and effect as if the Applicant executed or endorsed them. It is the intent of the parties that the cabinet be fully substituted for the Applicant and subrogated to all the Applicant's rights to recover the amount paid from the PSTEAF.</p> <p>The Applicant warrants and represents that no settlement has been made by the Applicant with any party, person or corporation against whom a claim may lie, and no release has been or will be given to anyone responsible for the cost of cleanup and that no such settlement will be made nor release given by the Applicant without the written consent of the cabinet. The Applicant covenants and agrees to cooperate fully with the cabinet in the prosecution of such claims and to procure and furnish all papers and documents in the Applicant's possession necessary in such proceedings and to attend court and testify if the cabinet deems such to be necessary, but it is understood the Applicant is to be saved harmless from costs in any such proceeding brought by the cabinet.</p>							

AI _____

8. Applicant Certification

Signature Requirements: *If incorporated or a public service corporation, the individual signing may be the president or secretary of the corporation; the duly authorized representative or agent of the executive officer, if the representative or agent is responsible for overall operation of the UST facility; or a person designated by the board of directors by means of a corporate resolution. For the individual for a partnership, sole proprietorship or individual, shall be a general partner, the proprietor or individual, respectively. For a government/non-profit, the form shall be signed by a principal, executive officer or ranking elected official. The power of the agency signing the certification shall submit documentary evidence to substantiate the legality of the authorized representative of the owner/operator.*

I hereby certify under penalty of law that I am the (mark one)	<input type="checkbox"/> Applicant (Owner/Operator)
	<input checked="" type="checkbox"/> Legally-authorized representative or agent of the applicant (refer to Signature Requirements above)

I, the undersigned, first being duly sworn, state, under penalty of law, that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals responsible for obtaining the information, I certify the submitted information is true, accurate and complete. In addition, I certify the eligibility requirements of 401 KAR 42:250 have been met and a release requiring corrective action from this UST facility has occurred and has been reported to the cabinet as required by 401 KAR 42:250, Section 2.

Applicant or Authorized Representative / Agent	<i>Printed</i>	Joseph U. Meyer	Title	Mayor
	<i>Signature</i>		Date	/ /
Eligible Company or Partnerships Representative	<i>Printed</i>		Title	
	<i>Signature</i>		Date	/ /

If you have questions on how to fill out this form please contact the cabinet at (502) 564-5981 or visit our web site at <http://waste.ky.gov/ust>. For copies of UST facility records please visit <http://eec.ky.gov/pages/openrecords.aspx> or email EEC.KORA@ky.gov.

GENERAL INSTRUCTIONS
UST Application for Assistance for PSTEAF

Instructions provided are for the DWM 4282, UST Application for Assistance for PSTEAF form. For any questions regarding any section of this form, please call the Division of Waste Management's Underground Storage Tank (UST) Branch. This form must be completed either by typing or by printing legibly with black ink.

All sections shall be completed to be accepted by the cabinet. If this form is not complete (including all required additional documentation) a deficiency letter will be sent to the owner for corrections. For any future changes in information, an amended application shall be submitted within thirty (30) days of any changes.

Submit DWM 4282 form via mail, fax, or electronically:

Kentucky Department for Environmental Protection
Division of Waste Management
Underground Storage Tank Branch
300 Sower Boulevard, Second Floor
Frankfort, KY 40601
Phone: (502) 564-5981
Fax: (502) 564-0094
<http://waste.ky.gov/UST>

Section 1. UST Facility Information:

- **Agency Interest Number (AI)** – Enter the agency interest number for the UST facility.
- **UST Facility Name** – Enter the UST facility name.
- **UST Facility Physical Address** – Enter the UST facility physical address, including the street address, city, county, and zip code. A PO Box will not be accepted.

Section 2. Applicant Information:

- **Type of Application** – Mark appropriate box indicating the type of application for which you are applying. For an amended application, provide Agency Interest (AI) number.
- **Applicant Type** – Mark the appropriate box indicating whether you are the UST owner, UST operator, or both.
- **Total Number of Petroleum Storage Tanks Owned or Operated** –
 - **All Facilities Owned** – Enter the total number of petroleum storage tank facilities owned at the time of the release.
 - **All Tanks Operated** – Enter the total number of petroleum storage tanks operated by the owner or operator at the time of the release. Include those petroleum storage tanks owned that are located at other facilities.
- **Applicant's Ownership or Organizational Structure** – Mark the appropriate box that corresponds with the applicant applying for coverage.
- **Applicant Name** – Enter the applicant's name. This is the owner's or operator's name (corporation, individual, partnership, incorporated, sole proprietorship, Public Service Corporation, government/non-profit agency, or estate/trust). The applicant applying, whether an owner or operator, must be the current owner or operator as indicated on the UST facility registration form at the time of the release.
- **Applicant Mailing Address** – Enter the applicant's mailing address including a street address, city, state, and zip code.
- **Applicant Contact Information** – Enter the applicant's contact information including phone number and email address.
- **Legally Authorized Representatives/Agents** – Enter up to two (2) legally authorized representatives or agents, and include a title, phone number, and email address for each. This is the person that is authorized to make decisions on behalf of the applicant. This is especially important if the applicant is a corporation, partnership, or municipality. Documentary evidence to substantiate the legality of an authorized representative's power of agency or power of attorney shall be submitted. Refer to 401 KAR 42:250, Section 15 for additional information.

Section 3. Financial Information:

- Mark the appropriate box based on the applicant's last five (5) years average total income or annual budget for non-profit entities. The UST Branch may request supporting financial documentation.

Section 4. Petroleum Release Details:

- **Incident Number** – Enter the incident number acquired from the cabinet upon reporting the release.
- **Date Release Occurred/Discovered** – Enter the date the release from the petroleum storage tank(s) requiring corrective action from an eligible UST facility occurred and/or was discovered.
- **Date Release Reported to the Cabinet** – Enter the date the release from the petroleum storage tank(s) requiring corrective action from an eligible UST facility was reported to the cabinet.
- **Method of Discovery** – Mark the applicable method of discovery for the release.
- **Product Released** – Mark the applicable product(s) that were released into the environment.
- **List Tanks Associated with the Release** – List the petroleum storage tank(s) associated with the release being applied for on this application. Include the tank number, capacity, and type of product stored.

Section 5. Contracted Eligible Company or Partnership:

- **Eligible Company or Partnership** – Enter the name of the eligible company or partnership who is contracted to perform corrective action at the UST facility. The eligible company or partnership shall be eligible in accordance with 401 KAR 42:250, Section 19. Enter the eligible company or partnership's AI number obtained from the UST Branch.
- **Professional Engineer (P.E.) or Professional Geologist (P.G.)** – Enter P.E. or P.G. name and their license number.
- Check the box indicating a written contract signed by both the applicant and the eligible company or partnership is attached to this application. Refer to 401 KAR 42:250, Section 3 for additional information.

Section 6. Third-Party Information:

- **Are there any known third-party complaints connected with this release?** – Mark the appropriate response indicating whether the applicant has knowledge of any third-party complaints connected to the release. If yes, provide the third-party name, mailing address, and contact information, and attach a copy of the complaint and/or any legal documents, letters, etc. received in relation to the complaint. If no, proceed to Section 7 of this form.
- **Third-Party Name** – Enter the name of the third-party.
- **Third-Party Mailing Address** – Enter the third-party's mailing address including street address, city, state, and zip code.
- **Third-Party Contact Information** – Enter the third-party's phone number and e-mail address.

Section 7. Subrogation Agreement:

- **Applicant** – Enter the applicant's name. This is the owner's or operator's name (corporation, individual, partnership, incorporated, sole proprietorship, Public Service Corporation, government/non-profit agency, or estate/trust). This name should match the applicant's name listed in Section 2 of this form.
- **UST Facility** – Enter the UST facility name. This name should match the UST facility name listed in Section 1 of this form.
- **Month, Day, Year** – Enter the date, including month, day, and year that the application is being signed by the applicant. This date should match the date of signature of the applicant or authorized representative/agent in Section 8 of this form.

Section 8. Applicant Certification:

- **Certify** that you are either the applicant (owner or operator) or a legally-authorized representative by checking the appropriate box.
- **Applicant or Legally Authorized Representative/Agent** – The applicant or legally authorized representative or agent (i.e., owner, officer, director, or principal of the company or partnership) shall certify the information included on the claim by printing name, title, and sign and date.
- **Eligible Company or Partnerships Representative** – The applicant's eligible company or partnership's representative shall certify the information included on the claim by printing name, title, and sign and date.

PROFESSIONAL SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of _____, 2020, (the "Effective Date") by and between **CHASE ENVIRONMENTAL GROUP, INC.** a Kentucky corporation with a principal office of 11450 Watterson Court, Louisville, KY 40299 (the "Contractor") and the **CITY OF COVINGTON, KENTUCKY**, a Kentucky city of the home rule class with a principal office at 20 W. Pike Street, Covington, KY 41011 (the "City") collectively the "Parties".

WHEREAS, the City desires Contractor to assist the City in applying for the Underground Storage Tank ("UST") Fund through the Kentucky Department for Environmental Protection, and in performing environmental remediation activities ordered by the Commonwealth of Kentucky relating to the City City-owned property at 1 Police Memorial Drive, Covington, Kentucky 41014 (the "Site"); and

WHEREAS, Contractor will provide the services with due diligence, and in a satisfactory and proper manner as determined by the City.

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

SECTION 1. SCOPE OF SERVICES.

A. Generally.

Contractor shall, with due diligence and in a satisfactory and proper manner as determined by the City's Risk Manager or her designee, perform all the necessary services under this Agreement.

The services ("Services") being provided include those outlined in the following documents, which are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Services. Together said documents shall hereinafter be referred to as "the Contract Documents" and shall include:

- a. This Agreement
- b. EXHIBIT A – THE CONTRACTOR’S PROPOSAL

If there are any conflicting terms or conditions between Exhibit A and this Agreement, the terms and conditions of this Agreement shall prevail.

B. Procedures.

- 1. Contractor shall provide written status updates on the Services via email to the City’s Risk Manager, on a weekly basis until the beginning of the remediation phase, and monthly thereafter during the Term of this Agreement.
- 2. Contractor shall receive prior approval from the City prior to undertaking any proposed remediation action regarding the Site. Contractor shall use its best reasonable efforts to provide at least one-weeks notice to the City before scheduling any Site visits or Services at the Site, to ensure activities at the Police Department receive minimal interruption. City retains the right to require modification or rescheduling of any proposed Site visits or Services at the Site if the proposed date or time would cause a service disruption that can not be accommodated.
- 3. Contractor shall coordinate any of the Service activities that may interfere with public or City use of right-of ways with the City’s Department of Public Works via its Encroachment Permit Process.

SECTION 2. TERM.

The services of Contractor are to commence forthwith on the Effective Date and shall be conducted and completed by September 31, 2022. The Parties hereby agree that that time is of the essence.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation.

That for and in consideration of the payment of a sum not to exceed the sum of the fees for Services performed at the rates established by the UST Fund program directives for this project Site

(the "Contract Price") to be paid according to the terms set forth in Section 3(B) of this Agreement, the Contractor agrees to perform the work provided herein. The Contract Price shall only be an obligation of the City to the extent the Commonwealth of Kentucky provides financial assistance under the UST Program sufficient to cover first: the costs of environmental remediation for the Site under the UST Program, and second: the Contract Price (the "Excess UST Funds"). City shall not be liable to Contractor for any amount of the Contract Price not covered by the Excess UST Funds.

If the above conditions are met, the City shall make payment under the Agreement at the completion of the project upon submission of an invoice specifying that the required services have been performed, accompanied by data satisfactory to the City to document entitlement to payment for the Services performed to date. The City reserves the right to refuse payment if it is determined by the City Manager or his designee that the work performed or materials provided for the Services are inadequate or defective. If it is determined by the City Manager, or his designee that the statement is inadequate, or that work performed or materials provided are inadequate or defective, the City shall notify the Contractor and tender written explanation for such action within ten (10) days of the action.

B. Method of Payment.

City shall have 30 days from the date of receipt of an invoice to pay the invoice amount. All invoices shall provide sufficient and detailed information satisfactory to City, so it can verify performance of services. Invoices shall be based upon the hourly rates established by the UST Fund directives for the project at the Site.

SECTION 4. SUBCONTRACTING AND ASSIGNABILITY.

A. Subcontracting.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. City shall not be responsible for payment to any subcontractor not identified in this Agreement. Any work or services subcontracted shall be specified by written agreement between City and Contractor.

B. Assignment.

Contractor shall not transfer or assign any interest in this Agreement without prior written consent of the City.

SECTION 5. TERMINATION

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least 30 days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

B. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligation to date, including the proper receipt of supporting receipts, invoice reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the Agreement obligations by the Contractor may result in the City withholding payment and/or seeking legal redress. The City also reserves the right to seek any other financial and/or equitable remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations.

C. The City may terminate this Agreement at any time for convenience by a notice in writing, at least 45 days before such effective date, from the City to the Contractors.

D. If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

SECTION 6. COMPLIANCE WITH LAWS AND POLICIES

A. Generally.

In the performance of services under this Agreement, the Contractor shall comply will all statutes, ordinances, regulations and rules of the United States of America, Commonwealth of Kentucky, Kenton County, and the City of Covington.

B. Nondiscrimination.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap.

C. Occupational License Fees.

Contractor agrees to comply with § 110.01 *et seq.* of Covington Code of Ordinances, titled “Business and Occupational License Fees.” Specifically, Contractor agrees to pay all business and occupational license fees that may become due during the term of this Agreement or which are past due for any other work that Contractor has performed in the City. Contractor further agrees that it will require, by contract, all subcontractors working on the Project to comply with Section 110.01 *et seq.* of Covington Code of Ordinances. Contractor affirms that it has obtained, or has taken the appropriate steps to apply for, a City Occupational License.

D. Good Standing

Per Commissioners’ Ordinance No. O-11-06, entities undertaking work on behalf of the City must not have filed pending adverse claims against the City in the form of settlement demands or lawsuits; nor shall they be delinquent in obligations to pay loans, fines, liens, or other obligations to the City.

E. Conflict of Interest.

1. Employee or agent of City.

Contractor agrees that no officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate

family members, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement (unless he or she is an employee of Contractor) and the Contractor shall take appropriate steps to assure compliance.

2. ***KRS 45A.455***

By signing this Agreement Contractor affirms that Contractor is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

3. ***Subcontractors.***

Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

F. Final Determinations of Violations.

Contractor represents that it has revealed any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the Contractor within the previous five (5) years, and further covenants that it shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Agreement.

E. Safety.

In accordance with generally accepted construction and environmental remediation practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA

regulations and applicable environmental laws and regulations, including preparation of a site safety and health plan where applicable, and that these requirements will apply continuously and not be limited to normal working hours.

SECTION 7. CONTRACTOR INSURANCE

It shall be the responsibility of the Contractor to maintain the appropriate level of workers compensation and liability insurance (including environmental consultant errors and omissions, environmental contractors, commercial general, professional and automobile liability) to protect all life and property, and to protect the Contractor, subcontractor, and the City from liability claims which may arise from any operations carried out in performance of this Agreement. The environmental policies, commercial general liability policies, and professional liability policies shall have a minimum limit of \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate. Contractor shall provide the City with certification of the insurance coverage stated above. No subrogation claims shall be allowed against the City. City shall be named as an additional insured on the liability policies required herein, except for any professional and automobile policies.

SECTION 8. HOLD HARMLESS.

The Contractor will indemnify and hold the City harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, arising from any and all acts or omissions of the Contractor, its agents, employees, licensees or invitees. In addition to the indemnities provided above, Contractor shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the Contractor or Contractor's subcontractors in connection with the Services; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.

SECTION 9. CONFIDENTIALITY.

Contractor agrees to not share any proprietary and/or confidential information or documentation that it gathers or generates as a result of the Agreement without the prior written approval of City.

SECTION 10. JURISDICTION.

This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any litigation regarding any dispute related to this Agreement shall be in the courts of Kenton County, Kentucky.

SECTION 11. MODIFICATION.

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 12. OWNERSHIP OF DOCUMENTS.

The City shall be the owner of all final documents, data, studies, plans, reports and information prepared by the Contractor under this Agreement.

SECTION 13. WAIVER.

This Agreement shall be construed in a manner that a waiver or any breach of any provision of this Agreement shall not constitute or operate as a future waiver of that provision or a waiver of any other provision or section.

SECTION 14. ENTIRETY.

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 15. SEVERABILITY.

Any provision in the Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

SECTION 16. STANDARD OF CARE.

Contractor agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SECTION 17. INDEPENDENT CONTRACTOR.

The relationship of the Contractor and City established by this Agreement is that of independent contractors. Contractor agrees that it shall be considered an independent contractor and that there is no employment relationship created between Contractor and City, or between Contractor's employees, agents, and subcontractors and City. Contractor and its employees, agents and contractors performing services hereunder shall not be entitled to any employee benefits of City.

SECTION 18. DAMAGES.

The Contractor shall reimburse the City (1) for any fines, fees or penalties imposed on the City as a direct result of the Contractor's failure to complete the Work according to the Project Schedule, and (2) for the actual costs, reasonably incurred by the City for engineering, observation, inspection, and administrative services needed to complete the Work following an Event of Default.

SECTION 19. FORCE MAJEURE.

Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a "Force Majeure"), including without limitation, a public health

emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances. The City may at its option, terminate this Agreement in the event of a Force Majeure.

SECTION 20. TERMINATION FOR CONVENIENCE.

The City may terminate this Agreement at any time for convenience by a notice in writing from City to the Contractor. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory Services completed up to the effective date of the termination.

SECTION 21. NOTICES.

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

If to Contractor: Chase Environmental Group, Inc.
11450 Watterson Court
Louisville, KY 40299

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

With a copy to:

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

[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. ORD-_____-20

CHASE ENVIRONMENTAL GROUP, INC.

_____ [Sign]

By: [Print Name]

Its: [Title]

**EXHIBIT A
CONTRACTOR'S PROPOSAL**

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	September 22, 2020
Legislative Meeting Date	September 29, 2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
Finance

Responsible Staff Person
Muhammed Owusu

Specific Nature of Request
An order approving the Memorandum Of Agreement (MOA) between the City of Covington and the Commonwealth of Kentucky, for the Coronavirus Relief Fund (CRF) Reimbursement in the amount of \$2,902,575.00.

Description of Request Including Background Information if Relevant
The City's application for the CRF Reimbursement has been accepted by the Department of Local Government (DLG). DLG has indicated it needs Board of Commission's approval of the attached MOA.

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?



 3. _____ CITY MANAGER _____ DATE 9/16/2020

Payment Terms

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



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:

PON2 112 2100000770

Version: 1

Record Date:

Document Description: COVID 19 Relief Fund C050 Covington

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Billie Johnson
Phone: (502) 573-2382
E-mail: BILLIER.JOHNSON@KY.GOV

Vendor Name: CITY OF COVINGTON 20 WEST PIKE STREET COVINGTON KY 41011	Vendor No. KY0033553 Vendor Contact Name: JEROME HEIST Phone: 859-292-2132 Email: JHEIST@COVINGTONKY.GOV
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Effective From: 2020-10-02

Effective To: 2021-03-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		C050 Covington CRF Reimbursement	\$0.000000	\$2,902,575.00	\$2,902,575.00

Extended Description:

Reimbursements for expenses incurred during the COVID 19 pandemic

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$2,902,575.00
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GRANT INFORMATION AND IDENTIFICATION

Project Number: C050

Local Government: City of Covington

Project Name: Covington CRF Reimbursement

Federal Agency: U.S. Department of the Treasury

CFDA Title: Coronavirus Relief Fund for States

CFDA Number: 21:019

Award Year: 2020

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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government, Office of Federal Grants (“the Commonwealth”) and City of Covington (“the Contractor”) to establish an agreement for the Covington CRF Reimbursement Project. The initial MOA is effective from October 2, 2020 through March 30, 2021.

Scope of Services: Reimbursements for expenses incurred during the COVID 19 pandemic.

WHEREAS, the United States Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136), which provides assistance to state and local governments; and

WHEREAS, Section 5001(d) of the CARES Act provides the eligible purposes for which Coronavirus Relief Fund (CRF) payments may be used; specifically, allowing state and local governments to make payments for programs that 1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the Commonwealth or local government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the Commonwealth has been duly designated to administer the grant funds for the Project; and

WHEREAS, the Contractor has submitted an application for CRF grant funds, and

WHEREAS, the Contractor will be the administrator and beneficiary of the grant money from the Commonwealth for the Project as provided the CARES Act under the terms and

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conditions enumerated herein and has further agreed to effectuate the completion of the Project in accordance with those terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Contractor agree as follows:

1. Obligations of the Commonwealth

The Commonwealth agrees, conditioned upon the timely performance by the Contractor of its obligations herein, to undertake the following obligations:

A. The Commonwealth may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Contractor. Deficiencies identified in an inspection report shall be corrected by the Contractor and their correction reported in writing to the Commonwealth within two weeks of receipt of the inspection report.

B. The Commonwealth will cooperate fully with the Contractor in order to facilitate the obligations set out in this memorandum.

C. The Commonwealth shall close out the Project upon satisfactory completion of the Project by the Contractor in accordance with the terms and conditions of this MOA and submission of an acceptable project completion report in the form prescribed by the Commonwealth.

2. Obligations of the Contractor

The Contractor agrees to undertake the following obligations:

A. The Contractor shall perform or cause to be performed all necessary acts to plan, design and complete the Project in accordance with the attached Scope of Work, which is hereby incorporated herein and made a part of this MOA.

B. The Contractor shall obtain all necessary permits, licenses, and approvals required for completion of the Project from the appropriate governmental entities.

C. The Contractor shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies.

D. The Contractor shall use its own procurement procedures that are compliant with all applicable state and local laws for all purchases of goods or services related to the Project.

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E. The Contractor shall submit all Requests for Disbursement on the prescribed forms of the Commonwealth, including copies of paid invoices, cancelled checks and/or bank statements documenting the proper expenditure of funds for reimbursement.

F. Beginning upon the effective date of this MOA and regardless of whether any funds have been drawn, the Contractor shall submit quarterly progress reports and a project completion report when the project is final to the Commonwealth in the form prescribed by the Commonwealth until the Project is deemed closed by the Commonwealth. Failure to submit or fully complete any required report will place the Contractor in noncompliance status, at which time the Commonwealth will suspend the release of additional funds until the appropriate documentation has been submitted.

G. The Contractor shall retain all records relating to the Project until the records are audited by the Commonwealth, or for no less than five (5) years after the Project has been closed by the Commonwealth, whichever occurs first.

H. A copy of the resolution by the Contractor's governing body authorizing the execution of this MOA is attached, which is incorporated into this MOA as though set forth fully herein.

I. The Contractor shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this MOA.

J. The Contractor shall be responsible for the expenditure of funds in accordance with the CARES Act and all other applicable laws. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this MOA shall be deemed a default of this MOA by the Contractor. The Contractor shall repay the Commonwealth all funds that are not spent in accordance with this MOA and applicable laws.

K. All Contractors, with the exception of Cities with a population of less than one thousand (1,000) people, or which receives and expends less than seventy-five thousand dollars (\$75,000) per fiscal year and has no long term debt, covered by KRS 91A.040(2) and (3), respectively, and Districts covered by KRS 65.065(2) or KRS 65A.010 to 65A.090, are subject to an independent annual audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of Office of Management and Budget Circular A-133, "Audits of State and Local Governments," if applicable, and the Audit Guide for Fiscal Court Audits issued by the Kentucky Auditor of Public Accounts. The audit report shall include a certification that the funds were expended for the purpose intended. A copy of the audit and certification of compliance shall be forwarded to the Commonwealth, Office

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of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor.

Those Cities and Districts referenced above shall be required to submit a copy of their financial statement, when applicable, to the Commonwealth, Office of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor. Where a financial statement is not applicable, pursuant to the relevant statute, an audit shall be required.

3. Mutuality of Obligations

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this MOA is necessary. The failure of the Contractor to fulfill its obligations under this MOA or the failure of any event to occur by a date established by this MOA shall constitute a breach of the MOA unless the obligation is waived or modified by written MOA of the parties.

B. In the event of default by the Contractor, including the failure to meet any time deadlines set out in this memorandum, the Commonwealth may declare this MOA void from its date of execution without further obligation to the Contractor and may commence appropriate legal or equitable action to enforce its rights under this MOA including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this MOA shall be solely responsible for any costs incurred in fulfilling their obligations under this MOA. If any legal action or other proceeding is successfully brought by the Commonwealth to enforcement this MOA, then the Commonwealth shall be entitled to recover from the Contractor, reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, in addition to any other relief to which the Commonwealth may be entitled.

4. Miscellaneous Provisions

A. This MOA may be signed by each party upon a separate copy, and in such case one counterpart of this MOA shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This MOA may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this MOA or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this MOA are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOA.

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C. The terms and conditions of this MOA shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this MOA which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. This MOA sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing MOAs among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Performance of each of the terms and conditions of this MOA shall be carried out in a timely manner.

F. The parties agree that any suit, action, or proceeding with respect to this MOA may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

All notices, requests, demands, waivers, and other communications given as provided in this MOA shall be in writing, and shall be addressed as follows:

If to the Commonwealth:
Department for Local Government
Office of Federal Grants
100 Airport Road, 3rd Floor
Frankfort, KY 40601

If to the Contractor:
The Honorable Joseph U. Meyer
Mayor, City of Covington
20 West Pike Street
Covington, Kentucky 41011

G. The Commonwealth may audit or review all documentation and records of the Contractor relating to this project pursuant to the provisions of KRS 45A.150.

H. The parties agree that this MOA is not entered into under the provisions of KRS 56.8161 et seq.

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Pricing:

The Commonwealth shall, subject to the availability of appropriate funds, pay the Contractor a sum not to exceed \$2,902,575 in accordance with the submission of a Request for Disbursement form, as prescribed by the Commonwealth.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:

<p>_____</p> <p>Signature</p> <p>Dennis Keene</p> <p>_____</p> <p>Printed Name</p>	<p>Commissioner Department For Local Government</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
---	---

<p>City of Covington:</p> <p>_____</p> <p>Signature</p> <p>Joseph U. Meyer</p> <p>_____</p> <p>Printed Name</p>	<p>Mayor</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
---	--

Approved as to form and legality:

<p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p>	<p>City Legal Counsel</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
---	---

<p>_____</p> <p>Signature</p> <p>Matthew Stephens</p> <p>_____</p> <p>Printed Name</p>	<p>General Counsel Department For Local Government</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	9/22/2020
Legislative Meeting Date	9/29/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature

Responsible Staff Person
Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZW PROPERTIES, LLC TO FACILITATE THE PAYMENT OF A \$4,200 FORGIVABLE FACADE INCENTIVE FOR THE PROPERTY LOCATED AT 1928 MADISON AVENUE.

Description of Request Including Background Information if Relevant
Please see the attached memo outlining all Small Business Program incentive recommendations.

Company/Entity (if multiple, list all)
ZW PROPERTIES, LLC

Value/Cost
\$4,200

Funding Source Including Account No.
Fund 21

Copy of Contract Attached?
Yes

Payment Terms
Forgivable loan

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

SIGNING ORDER

	9-14-2020
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	9/16/2020
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	9/16/2020
3. CITY MANAGER	DATE

FACADE LOAN AGREEMENT

This **AGREEMENT** (the “Agreement”) is entered into this ____ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”), pursuant to the City of Covington Small Business Program Guidelines and Commissioners’ Order No. ORD-_____-20, and **ZW Properties LLC**, a Kentucky limited liability company with a principal office of 360 W. 21st St., Apt 31, New York NY, 10011 (the “Property Owner”).

BACKGROUND

1. The City has established the Covington Small Business Program (the “Program”) to provide financing for economic development projects that align with the City’s goals.
2. Among other economic development criteria, the 2020-2021 Program Guidelines focus on projects that reduce commercial vacancy and blight, attract new businesses, support business expansions, create new jobs, and improve the appearance and service offerings in commercial districts.
3. The Property Owner owns the commercial property located at **1928 Madison Avenue, Covington, Kentucky 41011** (the “Property”), which is currently in need of façade improvements. The Property is located in an area that has been identified by the City as being in need of catalytic real estate projects that will assist in creating jobs and improving overall site conditions.
4. Property Owner has applied for Program funds in order to fill gaps in financing. Property Owner have demonstrated to the City that they have the financial ability and the track record to complete the project as proposed in Exhibit A (the “Project”).
5. Upon the recommendation of City staff, the City’s Board of Commissioners has adopted Commissioners’ Order No. ORD-_____-20, which authorizes a loan of up to **\$6,000.00** to Property Owner to assist in the restoration of the Property’s façade (the “Façade Loan”).
6. The disbursement of the Façade Loan is conditioned upon Property Owner fulfilling all Terms and Conditions contained herein.

Accordingly, the parties acknowledge and agree as follows:

STATEMENT OF THE AGREEMENT

Section 1. Loan.

The City shall provide Property Owner with a Façade Loan in amount not to exceed **\$4,200.00** (the “Principal Balance”). City’s disbursement of the Façade Loan will match the contribution of Property Owner toward the Project on a \$1.00 for \$1.00 basis, with a maximum contribution by City of **\$4,200.00**. Property Owner shall submit receipts to the City in a form deemed acceptable by the City to demonstrate Property Owner’s contribution toward the Project. Each dollar of the

Façade Loan must be committed toward façade improvements on the Project. The Façade Loan is further subject to the following terms and conditions:

- (a) The Representations, Warranties and Covenants provided in Section 4 below are true and accurate;
- (b) Property Owner completes the Project as contemplated in this Agreement within six months of the execution date of this Agreement;
- (c) Property Owner provides to City Staff within six months of the Effective Date of this Agreement a reimbursement packet consisting of a project completion certification form, invoices demonstrating cost of any improvements completed under this Agreement, and cancelled checks evidencing payment of said improvements.
- (d) Property Owner delivers all documents to City as required in this Agreement; and
- (e) Property Owner abides by all terms and conditions herein.

Section 2. Maturity Date.

Unless sooner forgiven pursuant to Section 10, the Principal Balance shall be due and payable to the order of the City upon the first day of the first full month that is three (3) years after the first disbursement date under this Agreement (the "Maturity Date").

Section 3. Payment.

The City shall disburse up to the amount stated in Section 1 within thirty (30) days of Property Owner delivering the following documents to the City:

- (a) The project completion certification form signed by an authorized representative of Property Owner, stating that Property Owner has completed the façade improvement project as described in Exhibit A, and has complied with all conditions precedent to disbursement of funds under this Agreement.
- (b) Any other document(s) and/or receipts that may be reasonably required by the City to ensure that the Project has been completed in the manner contemplated by this Agreement.

The City shall reserve the right to reject any request for a disbursement for failure to provide sufficient evidence of a qualifying expenditure based upon the Program Guidelines.

Section 4. Property Owner Representations, Warranties and Covenants.

As a material inducement to the City to provide the Façade Loan, Property Owner represents and warrants the following:

- (a) Organization and Authority. Property Owner validly exists as a limited liability company in the Commonwealth of Kentucky and has sufficient authority to enter into this

Agreement. The person signing this Agreement on behalf of the Property Owner is fully authorized to do so.

- (b) Conflicts. There is no action, suit, or proceeding pending which if determined adversely to Property Owner's interests, would materially and adversely affect or impair Property Owner's ability to execute, deliver, or perform under this Agreement. Furthermore, there is no agreement to which Property Owner is a party or, to Property Owner's knowledge, is binding on Property Owner, which is in conflict with this Façade Loan.
- (c) Compliance with Safety Requirements and Resolutions. Property Owner shall comply with all local, state, and federal safety requirements. Property Owner shall comply with all zoning, building code, fire code and any other regulations related to the construction of the Project.
- (d) Professionals, Subcontractors, Agents, and Employee Qualifications. Property Owner shall utilize qualified and capable professionals, subcontractors, agents, and employees in the execution of the Project contemplated herein. Technicians shall possess applicable certifications and qualifications to perform all work related to the Project.
- (e) Building Permits and Certificate of Occupancy. Property Owner affirms that it has obtained, or has taken the appropriate steps to obtain, all building permits and all applicable required Certificates of Appropriateness and zoning permits required to complete the Project. Property Owner shall obtain a Certificate of Occupancy upon completion of the Project.
- (f) Occupational License Fees. Property Owner affirms that it has obtained or has taken the appropriate steps to obtain a Business Regulatory License and Occupational License so as to comply with § 110.01 *et seq.* of the Covington Code of Ordinances. Property Owner agrees to pay the City all taxes and fees that are due or which shall become due for work performed by Property Owner or Property Owner's employees in the City of Covington.
- (g) Good Standing. Property Owner affirms that it is in good standing with the City pursuant to City of Covington Code of Ordinances, Section 35.35 1984 Edition.
- (h) Loan Funds Use. Property Owner will use the proceeds of this Façade Loan for the sole purpose of rehabilitating the façade of the Property in furtherance of the Project and in compliance with this Agreement.
- (i) Workmanship & Site Visits. Property Owner shall ensure that all construction is accomplished in a proper and workmanlike manner and with due diligence. Property Owner hereby authorizes the City to make site visits inspect the work in accordance with the Program Guidelines.
- (j) Employee or Agent Conflict of Interests. Property Owner represents and warrants that no City officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the obligations under this Agreement, nor any subcontractor, immediate family members, close Property Owner associate, or organization which is about to employ any such person, shall have any personal financial

Section 8. Interest Upon Default.

Commencing upon an Event of Default and continuing until the Principal Balance is paid in full or all defaults are cured, interest shall accrue on the outstanding Principal Balance at a rate equal to five (5%) percent per annum.

Section 9. Remedies.

Upon an Event of Default that is not subject to cure or which the Property Owner fails to cure within any applicable Cure Period, the City may institute any of the following remedies:

- (a) Acceleration of Loan. Upon an Event of Default, or if the outstanding amount due under this Façade loan are not forgiven pursuant to Section 10, the outstanding balance hereunder, at the option of the holder and without demand or notice of any kind (which are hereby expressly waived), may be accelerated and become immediately due and payable or, at City's sole discretion.
- (b) Remedies Available at Law. In addition to and exclusive of the remedies listed above, the City may institute any other remedies legally available.

Section 10. Forgiveness of Loan.

Provided the Property Owner has complied with all obligations under this Agreement, the Principal Balance shall be deemed paid in full as of the Maturity Date. Following the Maturity Date and upon the Property Owner's written demand, the City's Finance Department shall provide notice of satisfaction within ninety (90) days of said demand. Full payment shall be required if the Property Owner should choose to sell the Property within three years of the date of first disbursement under this Agreement.

Section 11. Administrative Extension for Project Completion.

Pursuant to Section 1(c), the Property Owner must complete the Project within 6 months of the Effective Date of this Agreement. Should the Property Owner fail to meet this deadline, the City Manager may issue a contract extension notice upon a showing by the Property Owner that the Project was not completed due to circumstances beyond the Property Owner's control, which shall be known as a "Reasonable Delay." The City Manager may consider delays due to adverse weather conditions, availability of contractors, and force majeure events as Reasonable Delays. Budget constraints shall not constitute a Reasonable Delay. The extension authorized by the City Manager shall not exceed three months, and no more than one administrative extension may be granted.

In the event that the City Manager finds the Property Owner has not established a Reasonable Delay, the Property Owner may request a contract extension via an amendment to this Agreement by the Board of Commissioners. This section shall not be construed to provide Property Owner a right to a contract extension, and Property Owner should use all reasonable efforts to complete the Project within six months of the Effective Date.

Section 12. Jurisdiction and Venue.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, regardless of any choice of law principle. Any dispute related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

Section 13. Third Party-Beneficiaries.

This Agreement shall not create any rights or causes of action against the City for any third-party, including employees of the Property Owner and/or the Property Owner's landlord.

Section 14. Amendments.

The parties may amend the terms of this Agreement and any such amendments must be in writing and signed by both parties.

Section 15. Assignment.

Property Owner may assign its interests and rights to this Façade Loan only upon City's prior or contemporaneous written consent.

Section 16. Indemnification.

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

Section 17. Interpretation.

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

Section 18. Notices.

All notices permitted or required to be given under this Agreement shall hand delivered or deposited in the United States Mail, sent by first class postage, to:

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

If to Property Owner:
ZW Properties LLC
360 W. 21st St
Apt. 31
New York, NY 10011

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

CITY OF COVINGTON, KENTUCKY

Joseph U. Meyer, Mayor

Pursuant to Order No. ORD-_____-20

ZW Properties LLC (PROPERTY OWNER)

_____ [Sign]
BY:
ITS: Member

Exhibit A
Façade Plan

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	9/22/2020
Legislative Meeting Date	9/29/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature

Responsible Staff Person
Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZW PROPERTIES, LLC TO FACILITATE THE PAYMENT OF A \$4,200 FORGIVABLE FACADE INCENTIVE FOR THE PROPERTY LOCATED AT 1928 MADISON AVENUE.

Description of Request Including Background Information if Relevant
Please see the attached memo outlining all Small Business Program incentive recommendations.

Company/Entity (if multiple, list all)
ZW PROPERTIES, LLC

SIGNING ORDER

Value/Cost
\$4,200

1. _____ LEGAL DEPARTMENT REPRESENTATIVE _____ DATE

Funding Source Including Account No.
Fund 21

2. _____ FINANCE DEPARTMENT REPRESENTATIVE _____ DATE

Copy of Contract Attached?
Yes

3. _____ CITY MANAGER _____ DATE

Payment Terms
Forgivable loan

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: September 29, 2020
Re: **Small Business Program – Incentive Recommendations**

The purpose of this memo is to outline the details of two (2) applicants that the Economic Development Department has recommended for funding from the City's Small Business Program.

OVERVIEW

In FY 21, City Commission approved \$150,000 for the Covington Small Business Program to provide approximately 25 rent subsidy or facade improvement incentives to Covington businesses.

Staff budgeted approximately \$37,500 for each round. Unfortunately, COVID has significantly impacted the number of applications that we received. Using the program guidelines approved by City Commission in OR 114-20, we are recommending \$10,200 of program funding to benefit two (2) facade incentive projects.

The recommended applicants leverage nearly a 2:1 ratio of private-to-public investment. The remaining applicant has been encouraged to apply next round after receiving constructive feedback from staff on how to increase their project's score and make their application more competitive.

TOTAL Budgeted for Small Business Program	\$ 150,000
Recommended – First Round	\$ (10,200)
Remaining Small Business Funds	\$ 139,800

RECOMMENDED APPLICATIONS

Staff has recommended \$10,200 of program funding to benefit two (2) façade incentive projects below:

1. ZW Properties, LLC: While a smaller project, the \$8,400 painting project at 1928 Madison Avenue will use a local painting contractor and the ownership group is minority-owned. The group has already invested \$74,550 into renovating the upstairs apartments and white-boxing the commercial space to attract a future tenant.
 - Façade Incentive; 1928 Madison Ave.
 - Neighborhood: Austinburg
 - Ready to Go; 1:1 leverage of City dollars.
 - Staff recommends \$4,200 to benefit ZW Properties, LLC.

2. Center for Great Neighborhoods: The \$19,350 facade project at 1131 Holman St will use a local painting contractor for painting, while also repairing windows, adding exterior lighting and a commercial storefront, and making cornice repairs. The project also includes \$176,000 of interior improvements to include a renovated upstairs apartment and add a commercial space on the first floor for a coffee shop.

- Façade Incentive; 1131 Holman St.
- Neighborhood: Westside
- Ready to Go; 2:1 leverage of City dollars.
- Staff recommends \$6,000 to benefit Center for Great Neighborhoods

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	9/22/2020
Legislative Meeting Date	9/29/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
TOM WEST via email 9/9/20 10:30am

Responsible Staff Person
Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CENTER FOR GREAT NEIGHBORHOODS TO FACILITATE THE PAYMENT OF A \$6,000 FORGIVABLE FACADE INCENTIVE FOR THE PROPERTY LOCATED AT 1131 HOLMAN ST.

Description of Request Including Background Information if Relevant
Please see the attached memo outlining all Small Business Program incentive recommendations.

Company/Entity (if multiple, list all)
CENTER FOR GREAT NEIGHBORHOODS

Value/Cost
\$6,000

Funding Source Including Account No.
Fund 21

Copy of Contract Attached?
Yes

Payment Terms
Forgivable loan

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

FACADE LOAN AGREEMENT

This **AGREEMENT** (the “Agreement”) is entered into this ____ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”), pursuant to the City of Covington Small Business Program Guidelines and Commissioners’ Order No. ORD-_____-20, and **CENTER FOR GREAT NEIGHBORHOODS OF COVINGTON, INC**, a Kentucky non-profit corporation with a principal office of 321 W. Martin Luther King Blvd Jr. /12th Street Covington, KY 41011 (the “Property Owner”).

BACKGROUND

1. The City has established the Covington Small Business Program (the “Program”) to provide financing for economic development projects that align with the City’s goals.
2. Among other economic development criteria, the 2020-2021 Program Guidelines focus on projects that reduce commercial vacancy and blight, attract new businesses, support business expansions, create new jobs, and improve the appearance and service offerings in commercial districts.
3. The Property Owner owns the commercial property located at **1131 Holman Street, Covington, Kentucky 41011** (the “Property”), which is currently in need of façade improvements. The Property is located in an area that has been identified by the City as being in need of catalytic real estate projects that will assist in creating jobs and improving overall site conditions.
4. Property Owner has applied for Program funds in order to fill gaps in financing. Property Owner have demonstrated to the City that they have the financial ability and the track record to complete the project as proposed in Exhibit A (the “Project”).
5. Upon the recommendation of City staff, the City’s Board of Commissioners has adopted Commissioners’ Order No. ORD-_____-20, which authorizes a loan of up to **\$6,000.00** to Property Owner to assist in the restoration of the Property’s façade (the “Façade Loan”).
6. The disbursement of the Façade Loan is conditioned upon Property Owner fulfilling all Terms and Conditions contained herein.

Accordingly, the parties acknowledge and agree as follows:

STATEMENT OF THE AGREEMENT

Section 1. Loan.

The City shall provide Property Owner with a Façade Loan in amount not to exceed **\$6,000.00** (the “Principal Balance”). City’s disbursement of the Façade Loan will match the contribution of Property Owner toward the Project on a \$1.00 for \$1.00 basis, with a maximum contribution by City of **\$6,000.00**. Property Owner shall submit receipts to the City in a form deemed acceptable

by the City to demonstrate Property Owner’s contribution toward the Project. Each dollar of the Façade Loan must be committed toward façade improvements on the Project. The Façade Loan is further subject to the following terms and conditions:

- (a) The Representations, Warranties and Covenants provided in Section 4 below are true and accurate;
- (b) Property Owner completes the Project as contemplated in this Agreement within six months of the execution date of this Agreement;
- (c) Property Owner provides to City Staff within six months of the Effective Date of this Agreement a reimbursement packet consisting of a project completion certification form, invoices demonstrating cost of any improvements completed under this Agreement, and cancelled checks evidencing payment of said improvements.
- (d) Property Owner delivers all documents to City as required in this Agreement; and
- (e) Property Owner abides by all terms and conditions herein.

Section 2. Maturity Date.

Unless sooner forgiven pursuant to Section 10, the Principal Balance shall be due and payable to the order of the City upon the first day of the first full month that is three (3) years after the first disbursement date under this Agreement (the “Maturity Date”).

Section 3. Payment.

The City shall disburse up to the amount stated in Section 1 within thirty (30) days of Property Owner delivering the following documents to the City:

- (a) The project completion certification form signed by an authorized representative of Property Owner, stating that Property Owner has completed the façade improvement project as described in Exhibit A, and has complied with all conditions precedent to disbursement of funds under this Agreement.
- (b) Any other document(s) and/or receipts that may be reasonably required by the City to ensure that the Project has been completed in the manner contemplated by this Agreement.

The City shall reserve the right to reject any request for a disbursement for failure to provide sufficient evidence of a qualifying expenditure based upon the Program Guidelines.

Section 4. Property Owner Representations, Warranties and Covenants.

As a material inducement to the City to provide the Façade Loan, Property Owner represents and warrants the following:

- (a) Organization and Authority. Property Owner validly exists as a limited liability company in the Commonwealth of Kentucky and has sufficient authority to enter into this Agreement. The person signing this Agreement on behalf of the Property Owner is fully authorized to do so.
- (b) Conflicts. There is no action, suit, or proceeding pending which if determined adversely to Property Owner's interests, would materially and adversely affect or impair Property Owner's ability to execute, deliver, or perform under this Agreement. Furthermore, there is no agreement to which Property Owner is a party or, to Property Owner's knowledge, is binding on Property Owner, which is in conflict with this Façade Loan.
- (c) Compliance with Safety Requirements and Resolutions. Property Owner shall comply with all local, state, and federal safety requirements. Property Owner shall comply with all zoning, building code, fire code and any other regulations related to the construction of the Project.
- (d) Professionals, Subcontractors, Agents, and Employee Qualifications. Property Owner shall utilize qualified and capable professionals, subcontractors, agents, and employees in the execution of the Project contemplated herein. Technicians shall possess applicable certifications and qualifications to perform all work related to the Project.
- (e) Building Permits and Certificate of Occupancy. Property Owner affirms that it has obtained, or has taken the appropriate steps to obtain, all building permits and all applicable required Certificates of Appropriateness and zoning permits required to complete the Project. Property Owner shall obtain a Certificate of Occupancy upon completion of the Project.
- (f) Occupational License Fees. Property Owner affirms that it has obtained or has taken the appropriate steps to obtain a Business Regulatory License and Occupational License so as to comply with § 110.01 *et seq.* of the Covington Code of Ordinances. Property Owner agrees to pay the City all taxes and fees that are due or which shall become due for work performed by Property Owner or Property Owner's employees in the City of Covington.
- (g) Good Standing. Property Owner affirms that it is in good standing with the City pursuant to City of Covington Code of Ordinances, Section 35.35 1984 Edition.
- (h) Loan Funds Use. Property Owner will use the proceeds of this Façade Loan for the sole purpose of rehabilitating the façade of the Property in furtherance of the Project and in compliance with this Agreement.
- (i) Workmanship & Site Visits. Property Owner shall ensure that all construction is accomplished in a proper and workmanlike manner and with due diligence. Property Owner hereby authorizes the City to make site visits inspect the work in accordance with the Program Guidelines.
- (j) Employee or Agent Conflict of Interests. Property Owner represents and warrants that no City officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the obligations under this Agreement,

nor any subcontractor, immediate family members, close Property Owner associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Property Owner or in this Agreement, except for persons that are employees of the Property Owner. By signing this Agreement Property Owner affirms that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

- (k) Taxable Events. Property Owner acknowledges that forgiveness of the Principal Balance may result in tax consequences, including but not limited to the realization of cancellation of debt income. Property Owner agrees that City shall have no liability to Property Owner or any third party for any tax consequences resulting from forgiveness of the Principal Balance.
- (l) Non-discrimination. Property Owner does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap.

Section 5. Reporting.

While the Principal Balance is in service, the Property Owner shall submit an annual report demonstrating compliance with the obligations set forth in this Agreement (the "Annual Report"). The Annual Report shall be delivered to the City by no later than thirty (30) days after the anniversary of the Effective Date. Each report made under this Agreement shall contain documentation sufficient to demonstrate the Property Owner is still the record title owner of the Property.

Section 6. Events of Default.

The following shall be considered Events of Default under this Agreement:

- (a) Failure of Property Owner to fully perform and carry out each and all of the terms, covenants, and conditions of this Agreement.
- (b) Sale or other transfer of the Property within three years from the date of first disbursement by City under this Agreement.

Section 7. Notice of Default and Cure.

Upon establishing that an Event of Default has occurred, the City shall provide written notice to the Property Owner at the address provided below with a request that the Property Owner cure said Event of Default within a reasonable time (the "Cure Period"). Failure of the City to provide Notice shall not constitute a waiver of its rights related to any Event of Default.

Section 8. Interest Upon Default.

Commencing upon an Event of Default and continuing until the Principal Balance is paid in full or all defaults are cured, interest shall accrue on the outstanding Principal Balance at a rate equal to five (5%) percent per annum.

Section 9. Remedies.

Upon an Event of Default that is not subject to cure or which the Property Owner fails to cure within any applicable Cure Period, the City may institute any of the following remedies:

- (a) Acceleration of Loan. Upon an Event of Default, or if the outstanding amount due under this Façade loan are not forgiven pursuant to Section 10, the outstanding balance hereunder, at the option of the holder and without demand or notice of any kind (which are hereby expressly waived), may be accelerated and become immediately due and payable or, at City's sole discretion.
- (b) Remedies Available at Law. In addition to and exclusive of the remedies listed above, the City may institute any other remedies legally available.

Section 10. Forgiveness of Loan.

Provided the Property Owner has complied with all obligations under this Agreement, the Principal Balance shall be deemed paid in full as of the Maturity Date. Following the Maturity Date and upon the Property Owner's written demand, the City's Finance Department shall provide notice of satisfaction within ninety (90) days of said demand. Full payment shall be required if the Property Owner should choose to sell the Property within three years of the date of first disbursement under this Agreement.

Section 11. Administrative Extension for Project Completion.

Pursuant to Section 1(c), the Property Owner must complete the Project within 6 months of the Effective Date of this Agreement. Should the Property Owner fail to meet this deadline, the City Manager may issue a contract extension notice upon a showing by the Property Owner that the Project was not completed due to circumstances beyond the Property Owner's control, which shall be known as a "Reasonable Delay." The City Manager may consider delays due to adverse weather conditions, availability of contractors, and force majeure events as Reasonable Delays. Budget constraints shall not constitute a Reasonable Delay. The extension authorized by the City Manager shall not exceed three months, and no more than one administrative extension may be granted.

In the event that the City Manager finds the Property Owner has not established a Reasonable Delay, the Property Owner may request a contract extension via an amendment to this Agreement by the Board of Commissioners. This section shall not be construed to provide Property Owner a right to a contract extension, and Property Owner should use all reasonable efforts to complete the Project within six months of the Effective Date.

Section 12. Jurisdiction and Venue.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, regardless of any choice of law principle. Any dispute related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

Section 13. Third Party-Beneficiaries.

This Agreement shall not create any rights or causes of action against the City for any third-party, including employees of the Property Owner and/or the Property Owner's landlord.

Section 14. Amendments.

The parties may amend the terms of this Agreement and any such amendments must be in writing and signed by both parties.

Section 15. Assignment.

Property Owner may assign its interests and rights to this Façade Loan only upon City's prior or contemporaneous written consent.

Section 16. Indemnification.

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

Section 17. Interpretation.

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

Section 18. Notices.

All notices permitted or required to be given under this Agreement shall hand delivered or deposited in the United States Mail, sent by first class postage, to:

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

If to Property Owner:

The Center for Great Neighborhoods of Covington
321 W. MLK JR. Blvd
Covington, KY 410111

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

CITY OF COVINGTON, KENTUCKY

Joseph U. Meyer, Mayor

Pursuant to Order No. ORD-_____-20

THE CENTER FOR GREAT NEIGHBORHOODS OF COVINGTON (PROPERTY OWNER)

BY: [Sign]
ITS: [Print name]
[Print title]

Exhibit A
Façade Plan

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	9/22/20
Legislative Meeting Date	9/29/20
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
TOM West via email 9-9-20 10:30am

Responsible Staff Person
Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED RENT SUBSIDY INCENTIVE AGREEMENT WITH HAVEN SPA, LLC TO EXTEND THEIR ABILITY TO SUBMIT FOR REIMBURSEMENT UNTIL JULY 2021.

Description of Request Including Background Information if Relevant
The City approved a rent subsidy agreement with Haven Spa in September 2019. While the business agreed to open in 3 months, the business experienced several delays. Their landlord was delayed delivering the space to them and their contractor ran into additional delays with PDS review. They were ready to open this Spring, but then COVID delayed their openings again. The business has been in constant communication with staff and is now open. As such, the business has requested amending the agreement to add additional time to their contract with a new deadline of July 2021 so they can submit for the full \$5,250 incentive. Staff recommends approval.

Company/Entity (if multiple, list all)
Haven Spa, 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. CITY MANAGER  9/16/2020
DATE

Payment Terms
\$437.50/month until July 2021

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

**FIRST AMENDMENT TO THE COMMERCIAL RENT INCENTIVE AGREEMENT
BETWEEN THE CITY OF COVINGTON, KENTUCKY AND HAVEN SPA LLC**

This **FIRST AMENDMENT TO THE COMMERCIAL RENT INCENTIVE AGREEMENT** (the “First Amendment”) is entered into this ___ day of _____, 2020, by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”), and **Haven Spa LLC** a Kentucky limited liability company with a principal office of 330 Scott Street, Covington, Kentucky, 41011 (the “Business”).

RECITALS

WHEREAS, the parties executed a commercial rent incentive agreement (the “Commercial Rent Incentive Agreement”) on September 13, 2019; and

WHEREAS, due to unforeseen delays in preparing the space to be leased for use by the Business, Business was unable to move into the space during the term of the Commercial Rent Incentive Agreement. Business has therefore requested that the term be extended until July 31, 2021; and

WHEREAS, the extension is permissible under the Small Business Program guidelines, and will not increase the incentive amount or reimbursements to the Business.

STATEMENT OF THE AGREEMENT

NOW THEREFORE, the parties hereby agree:

I. Amended Sections.

A. Section 2 of the Commercial Rent Incentive Agreement is hereby amended and restated in full to read as follows:

“2. Term. The term of this Agreement begins upon the Effective Date and continues through the exhaustion of the Rent Subsidy, but shall run no later than July 31, 2021. The Rent Subsidy shall expire if not requested by July 31, 2021.”

B. Section 3 of the Commercial Rent Incentive Agreement is hereby amended and restates in full to read as follows:

“3. Payment. The City shall make twelve (12) Rent Subsidy payments in the manner described as follows:

(a) For any month in which the Business seeks a Rent Subsidy payment, the Business shall submit a request upon the form attached as Exhibit B (“Rent Subsidy Request”).

- (b) Upon receipt of an approved Rent Subsidy Request, the City's Finance Department shall issue payment to the Business no later than fifteen (15) days after receipt of the approval.
- (c) The City shall reserve the right to reject any Rent Subsidy Request.
- (d) The City shall retain any amount of the Rent Subsidy that is unpaid after the end of the term of the Agreement.

C. Section 4 of the Commercial Rent Incentive Agreement is hereby amended and restated in full to read as follows:

“ 4. Reporting. The Business shall submit a report demonstrating compliance with the obligations set forth in Section 6 of this Agreement (the “Final Report”) by no later than thirty (30) days after the earlier of: (i) the issuance of the final Rent Subsidy or (ii) the end of the Agreement term, whichever is earlier. The City may require additional reporting throughout the term as it deems necessary to ensure compliance.

4.1 Any report under this Agreement shall contain the following documentation to demonstrate compliance with the obligations set forth in Section 6 of this Agreement:

4.2 Employee timesheets, or a similar record, to demonstrate that the Business created/maintained at least one (1) full-time equivalent (FTE) position;

- (a) Records demonstrating payment by Business of the monthly rent as described in the lease required in Section 6(a); and
- (b) Documentation confirming the payment of all City taxes no later than the date upon which they are due.”

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, have subscribed their names below and have agreed to the terms hereof:

CITY OF COVINGTON, KENTUCKY

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

Haven Spa LLC

By: _____
Sabyle Zeringis

Its: Member

COMMISSIONERS' ORDER NO. ORD-216-19

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAVEN SPA LLC TO FACILITATE THE PAYMENT OF A \$5,298.00 FORGIVABLE RENT SUBSIDY INCENTIVE FOR PROPERTY LOCATED AT 330 SCOTT BOULEVARD.

* * * *

WHEREAS, Haven Spa LLC is a new, nontoxic salon and spa offering manicures, pedicures and facials; and

WHEREAS, City staff have determined that Haven Spa LLC meets the criteria for the rent subsidy program and recommend that the City enter into an agreement wherein Haven Spa will receive a \$441.50 per month rent subsidy for a total of 12 reimbursements, up to an amount of \$5,298.00, subject to certain terms and conditions in the incentive agreement; and

WHEREAS, granting the incentive will serve the public purpose of stimulating economic development within the City.

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

Section 1

That the Board of Commissioners hereby authorizes the Mayor to execute an agreement with Haven Spa LLC to facilitate the payment of a rent subsidy incentive for the property located at 330 Scott Boulevard, in an amount not to exceed \$5,298.00, payable from the Economic Development Fund and General Fund.

Section 2

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

Joseph A. Meyer
MAYOR

ATTEST:

Margaret M. Hyman
CITY CLERK

Passed: 9-10-19

Commercial Rent Incentive Agreement

This **Commercial Rent Incentive Agreement** (the "Agreement"), dated SEPT 13, 2019 is between ("Effective Date"), **Haven Spa LLC** (the "Business"), a Kentucky limited liability company with a principal office of 330 Scott Street, Covington, KY 41011, and the **City of Covington** (the "City"), a city of the home rule class with a principal office of 20 W. Pike Street, Covington, Kentucky 41011.

Background

WHEREAS, The Business contacted the City regarding business incentives offered through the City's Economic Development Department; and

WHEREAS, The City has established the Covington Small Business Program (the "Program") to provide financing for economic development projects that align with the City's goals; and

WHEREAS, The City has adopted guidelines for the Program for fiscal year 2019-2020. Said Program Guidelines focus on projects that reduce commercial vacancy and blight, attract new businesses, support business expansions, create new jobs, and improve the appearance and service offerings in commercial districts; and

WHEREAS, City Staff determined that the Business met the Program Guidelines, and pursuant to Commissioners' Order No. 216-19; the City is authorized to enter into this Agreement with the Business.

Accordingly, in consideration of the mutual promises stated in this Agreement, the Parties agree as follows:

1. **Rent Incentive.** In exchange for the Business' agreement to comply with the terms set forth herein, the City shall pay a sum not to exceed Four Hundred and Forty-One and 50/100 dollars (\$441.50) per month for a total benefit not to exceed Five Thousand Two Hundred Ninety-Eight and 00/100 dollars (\$5,298.00) (the "Rent Subsidy").

2. Term. The term of this Agreement shall not exceed eighteen (18) months. The term begins upon the execution of this Agreement (the "Effective Date") and continues through the exhaustion of the Rent Subsidy but not longer than eighteen (18) months after the Effective Date.

3. Payment. The City shall make twelve (12) Rent Subsidy payments in the manner described as follows:

- (a) For any month in which the Business seeks a Rent Subsidy payment, the Business shall submit a request upon the form attached as Exhibit B ("Rent Subsidy Request").
- (b) Upon receipt of an approved Rent Subsidy Request, the City's Finance Department shall issue payment to the Business no later than fifteen (15) days after receipt of the approval.
- (c) The City shall reserve the right to reject any Rent Subsidy Request.
- (d) The City shall retain any amount of the Rent Subsidy that is unpaid after eighteen (18) months.

4. Reporting. The Business shall submit a report demonstrating compliance with the obligations set forth in Section 6 of this Agreement (the "Final Report") by no later than thirty (30) days after the earlier of: (i) the issuance of the final Rent Subsidy or (ii) the end of the eighteen (18) month term. The City may require additional reporting throughout the term as it deems necessary to ensure compliance.

4.1 Any report under this Agreement shall contain the following documentation to demonstrate compliance with the obligations set forth in Section 6 of this Agreement:

4.2 Employee timesheets, or a similar record, to demonstrate that the Business created/maintained at least one (1) full-time equivalent (FTE) position;

- (a) Records demonstrating payment by Business of the monthly rent as described in the lease required in Section 6(a); and
- (b) Documentation confirming the payment of all City taxes no later than the date upon which they are due.

5. Representations, Warranties and Covenants. The Business represents, warrants and covenants that:

- (a) It is a valid LLC existing under the laws of Kentucky and the person signing this agreement has the authority to enter into this Agreement with the City.
- (b) It has or will have, at its own expense, all personnel, equipment and supplies necessary to operate.
- (c) It has reviewed the Program Application and Business Plan and contends that it is a fair representation of its operations.
- (d) It is in good standing with the City as evidenced by its holding all necessary licenses and having paid all taxes.

6. Business' Obligations: Pursuant to the Program Guidelines, the Business shall:

- (a) Have an executed multi-year lease for its business enterprise (two year minimum) or be able to execute the lease within 3 months and open for business within 6 months of the application date. Business must open for business at its proposed located at **330 Scott Boulevard, Covington, Kentucky 41011** (the "Business Location") within 3 months of the Effective Date of this Agreement.
- (b) Create and/or maintain at least one FTE position(s).
- (c) Ensure that any independent contractors operating within the Business have obtained occupational licenses.
- (d) Maintain its business location at the Business Location for at least one year from the Effective Date of this Agreement. Following the first year, the Business must remain within the City of Covington as an active business, at any location, for two additional years.
- (e) Be open for business for a minimum of 30 hours per week.

- (f) Operate in a manner that is substantially consistent with the Commercial Rent Subsidy Program Application and Business Plan attached hereto as Exhibit A.
- (g) Pay all taxes to the City no later than the date upon which they are due and owing.
- (h) Perform all obligations under this Agreement in compliance with all relevant state and federal laws and regulations.

7. Default and Remedies.

7.1 Default and Remedies. The Business' failure to materially comply with any term of this Agreement shall constitute an "Event of Default" upon which the City may pursue one or more of the following remedies, as it deems appropriate under the circumstances:

- (a) Withhold the Rent Subsidy pending cure of the Event of Default;
- (b) Disallow payment of the Rent Subsidy for any period during which the Business fails to cure an Event of Default;
- (c) Wholly or partially suspend or terminate the Rent Subsidy;
- (d) Collect amounts paid by the City for any period during which it is later discovered the Business was non-compliant;
- (e) Collect repayment from Business of the full amount of the Rent Subsidy if Business relocates outside of the City of Covington within three-years of the Effective Date;
- (f) Take any other remedies that may be legally available.

7.2 Notice of Default and Cure. Upon establishing that an Event of Default has occurred, the City shall provide written notice to the Business at the address provided below with a request that the Business cure said Event of Default within a reasonable time. Failure of the City to provide Notice shall not constitute a waiver of its rights related to any Event of Default.

8. Termination. Either party may terminate this Agreement at any time upon written notification setting forth the reasons for such Termination, the effective date, and, for partial termination, the portion of the Rent Subsidy to be terminated.

9. Third Party-Beneficiaries. This Agreement shall not create any rights or causes of action against the City for any third-party, including employees of the Business and/or the Business' landlord.

10. General Provisions.

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

10.2 Amendments. The parties may amend the terms of this Agreement and any such amendments must be in writing and signed by both parties.

10.3 Non-Assignment and Delegation. The Business shall not assign its rights under this Agreement or delegate its duties without prior written notice and written approval from the City.

10.4 Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested, addressed as follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Business: Haven Spa, LLC
2565 Ridgeland Place
Cincinnati, Ohio 45212

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

10.5 Entire Agreement. As used herein the term "Agreement" shall mean this Agreement, and any Exhibits attached hereto. This Agreement embodies the entire agreement

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

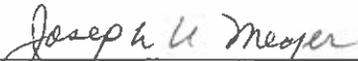
10.6 Interpretation. The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement. Capitalized terms not defined in this Agreement shall have the meaning as defined in City of Covington Code of Ordinances § 116.01.

10.7 Governing Law. The laws of the Commonwealth of Kentucky shall govern the terms of this Agreement. Any litigation regarding this Agreement shall be held in a court of competent jurisdiction in Kenton County, Kentucky.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF COVINGTON, KENTUCKY


BY: Joseph U. Meyer, Mayor

HAVEN SPA, LLC

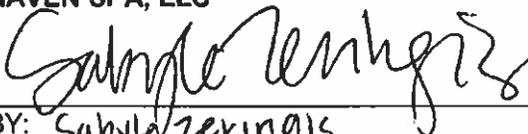

BY: Sabyle Zeringis
ITS: OWNER

EXHIBIT A

APPLICATION / BUSINESS PLAN

Rent Subsidy Program

2019 - 2020 Application

Business Name (D/B/A if
applicable):

Haven Spa LLC

Covington Business Address:

330 Scott Blvd.

Covington, KY, 41011

Applicant Name:

Sabyle Zeringis

Applicant Mailing
Address:

2565 Ridgeland Place,
Cincinnati, Ohio, 45212

New Business: Yes | No

Existing Covington Business: Yes | No

Expansion of Business located elsewhere:

Yes | No

Was/is this business located at another Covington site: Yes | No

Dates: N/A

Previous Business Address (if
applicable): N/A

Square footage of existing location: N/A

Square footage of new location: N/A

Type of Business: Natural Beauty Salon

Service/Product:

Natural nail + holistic skincare services

Phone: 513-907-1916

Email: sabylezeringis@gmail.com

Business Occupational License: Nail / Esthetics Salon Business IRS Tax EIN: 84-2571203

Hours of Operation: (TBD)

Estimated

Mon: 11 - 5

Tues: 10 - 7

Wed: 10 - 7

Thurs: 10 - 7

Fri: 10 - 7

Sat: 11 - 5

Sun: CLOSED

Total Private Start-up Investment (Include 1 year of rent):

Rent: \$10,596 Supplies/Equipment: \$4,000~

Total: \$15,000~

Description of how the business will benefit the district:

Haven will directly benefit the city of Covington by filling a void in the current market. The goal is to create a space where people feel safe; providing natural services + products of the highest quality in a modern, comfortable atmosphere is a sharp contrast to the existing competition- where the standard is solely focused on the highest possible quantity of service turnover.

Beauty without compromise.

Property Information:

Do you have 2 year or longer executed lease agreement?

Yes | No

Length of New Lease: 3 years / 36 months

Time at this Location: 3 years / 36 months

Monthly Rental Rate:

\$ 883

****SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING****

**Rent Subsidy
Program**

2019 - 2020 Application

Landlord Information

Landlord's

Name: Dupont
Ventures

Landlord's Email

Address:
chelsey@orleansdev.co
m

Landlord's EIN or
SS#: 82-4951851

How long has the property been
vacant?

Approx. 20 years

Employment Data:

Existing jobs: 0 Projected New Jobs (List Below): 5-7

Estimated New Annual Payroll: \$50,000-
\$75,000~/year

New Positions – Short Description Number of
Jobs

Hourly Pay Hours

Salon Manager- \$13

Coordinating client flow, helping with inventory +
ordering, training FOH, social media contribution,
event planning and promotion.

Nail Technician/Esthetician - \$ Commission
Based

Providing clients with the Haven standard of
service.

Client Coordinator- \$11

Checking clients in & out, assisting customers,
with color choice, retail, appt scheduling, etc.

Nail Manager- \$ Commission Based

Providing clients with the Haven standard of
service, training new techs

Does your hiring plan include hiring Covington residents? Yes

Are you receiving grant assistance from any other governmental agencies? Yes | No

If yes, list any additional grant sources and amounts: N/A

****SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING****

CERTIFICATION AND WAIVER OF PRIVACY I, the undersigned, applicant(s) certify that all information presented in this application, is given for the purpose of obtaining a forgivable loan under the City of Covington Business Program, and it is true and complete to the best of the applicant(s) knowledge and belief. The applicant(s) further certifies that of the fact that he/she can be penalized by fine and/or imprisonment for making false statements or presenting false information.

I understand that this application is not a guarantee of funding assistance. Should my application be approved, I understand that the City of Covington may at its sole discretion discontinue subsidy payments or reimbursement at any time for cause.

I hereby give my consent to the City of Covington, its agents and contractors to examine any confidential information given herein. I further authorize any bank, employer or other public or private entity or agency to disclose information deemed necessary to complete the application.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will not be considered for funding.

Applicant's Signature: Sabyle Zeringis Date: 7/25/19

haven spa

a salon rooted in wellness

OVERVIEW

A nontoxic salon + spa offering manicures, pedicures + facials and natural retail products, which neighbors a healthy café. beauty begins from the inside out.

GOALS

1. To offer a nontoxic salon + spa alternative in an area severely lacking options.
2. To create a natural beauty + wellness apothecary.
3. To provide a level of customer experience that is unmatched, and an experience that is unforgettable.

MARKET

There is currently a shortage of nontoxic beauty options in the area- with over 6 years of experience in the industry, it is clear that consumer focus has shifted.

Clients care about the ingredients of the lotion being applied, the quality of the skincare you're applying, the health of their nails + skin, the type of light a salon uses for a gel manicure, and the air quality of the salon for the health of the clients as well as the employees.

We can easily fill that need by providing a natural salon alternative that takes all these concerns into consideration, and create a safe haven.

So they can sit back + relax, knowing we have done the research, and will continue to research, making changes with their best interest in mind.

The global spa market is projected to grow at the rate of 5.7% during the forecast period 2018 to 2023. Increasing the focus on health and beauty and rising expenditure on luxuries is the major drivers of the market. With the growing demand for health and wellness conscious services among consumers which, it drives the spa market. It has become an alternative trend for relaxation and keep away from a hectic lifestyle. The rapid growth of the economy and rising urbanization have caused modern class consumers with more money to indulge in growing beauty and wellness

services. The most targeted customers for this sector were females rather than males but with the changing trends and increasing wellness and health consciousness among customers it is expected to drive the spa market globally.

The rise in wellness tourism will drive the global spa market revenue.

Nail salons are a growing and vibrant industry. Total revenue for nail salons in 2015 reached \$4.4 billion, up 15% from the previous year. Over the next decade, employment in the industry is expected to grow by 13% (Nail Files 2018)

The current industry standard

Nail salon workers are at risk for many different short and long-term occupational health conditions, as they are exposed to hazardous ingredients and materials present in products. Chemical exposure includes inhalation, ingestion, or skin absorption. They are also likely to experience work-related ergonomic body pain.

Technicians working with acrylic nails were more likely to report a variety of health problems including; nose irritation, allergies, skin irritation, stress, pain, coughing, nausea, difficulty breathing, asthma, and miscarriages.

Elevated rates of thyroid cancer among cosmetologists, and lung cancer among nail technicians were found in a California study.

Another 2009 study found that technicians regularly applying acrylic nail chemicals experienced decreased lung function and increased airway inflammation.

The Haven difference

The "toxic trio" ingredients (toluene, formaldehyde, and dibutyl phthalate/DBP) found in nail polish have been linked to serious health problems. At Haven, we use a 5 free polish standard, with some of our choices being up to 7 or 9 free. No acrylic, or dip powders are used- keeping the air quality clean for both clients as well as employees.

It has become increasingly important to support salon businesses by creating programs on how to run financially and environmentally sustainable businesses, educating consumers on why it is important to pay a fair price for nail services, creating public campaigns that educate customers about nail salon working conditions and safer beauty product alternatives.

We are passionate about leading the industry shift to cleaner, safer, better beauty.

TARGET

- Mostly young - middle aged women
- Tenants in nearby condos/housing
- Easily accessible to Northern Kentucky + Cincinnati residents interested in a nontoxic beauty experience

SALES + MARKETING

- Heavy social media focus, content creation + branding via instagram.
- Partnering with local photographers for lookbooks, creating a curated feed.

Social media and digital technology has heavily affected modern salons. Nail art is one of the top 5 most tagged items on both Pinterest and Instagram.

FINANCIALS

REVENUE

- Manicures
- Pedicures
- Facials
- Retail sales
- Events

Estimated Total: \$270,000~

COSTS

- Rent
- Utilities
- Insurance
- Products/implements
- Salaries (including the commission issued to technicians)

Estimated Total: \$75,000~100,000

2016 Average Nail Salon Financial Report (BizMiner 2016 Industry Financial Profile)

Cost of sales: \$49,581

Cost of sales (labor): \$16,911

Officer compensation: \$22,455

Salary wages: \$52,737

Benefits pensions: \$2,343

Sales, general, admin & misc: \$56,941

Rent: \$29,275

Other Costs: \$52,711

Total Average Business Revenue: \$282,954

Keeping in mind that this was the 2016 average for nail salons, and Haven will have higher ticket priced nail services in addition to also offering facials, and paying a fair wage to employees.

PROJECTIONS

Year One:

Revenue: \$220,000- \$270,000

Expenses: \$75,000-\$100,000 *(including the commission issued to technicians)*

Year Two:

Revenue: \$270,000- \$325,000

Expenses: \$100,000- \$125,000 *(including the commission issued to technicians)*

Year Three:

Revenue: \$325,000- \$380,000

Expenses: \$150,000- \$175,000 *(including the commission issued to technicians)*

MANAGEMENT + PERSONNEL

- 2-4 nail technicians
- 1-2 estheticians (or cross trained techs)
- 1-2 spa front of house / back of house
- 1 salon manager

haven

a salon rooted in wellness

SERVICE MENU

beauty without compromise

that's our motto at haven.

we have a carefully curated selection of natural nail care + skincare to ensure we use the best products on the market to provide our clients + our staff the healthiest environment possible

don't get me wrong- there is currently not a chemical-free polish option available, so until that magic happens we use polish that is free from a minimum of the top 5 chemicals that are known to be harmful. (formaldehyde, formaldehyde resin, dibutyl phthalate + toluene) while some of our polish is 7 free (no ethyl tosylamide or xylene) these standards apply to our gel polish as well.

*in order to maintain a nontoxic atmosphere, we do not offer or remove acrylic, hard gel, or dip powder

another commitment we take very seriously in the shop is cleanliness.

not being sure about the level of disinfection at a salon turns what should be a relaxing experience, into a stressful one.

our disinfection protocol surpasses salon board requirements, we instead use hospital grade equipment to sterilize our implements + tools.

so you can sit back + relax.

you're safe here.

all polish is 5 free at a minimum

LED cured gels

hospital grade disinfection + sterilization

custom nail art

natural products

no acrylic, hard gel or dip powder application or removal

no drills

no UV lamps

no rushed services

no abrasive techniques

come hang with our artists + experience the difference

NAILS

on the run

mani - \$20 / 35 min

filing, light cuticle care, lotion application + polish

pedi - \$35 / 40 min

detoxifying foot soak, clipping/filing, light cuticle care, lotion application + polish

classic

mani - \$30 / 45 min

filing, detailed cuticle care, hand + arm massage, hot towel + polish

pedi - \$45 / 50 min

detoxifying foot soak, clipping/filing, detailed cuticle care, buffing of the heels, exfoliating scrub, leg + foot massage, hot towel + polish

chill out

mani \$40 / 55 min

filing, precise cuticle care, exfoliating scrub, extended hand + arm massage, hot towel + polish

pedi - \$55 / 60 min

detoxifying foot soak, clipping/ filing, precise cuticle care, buffing of the heels, exfoliating scrub, extended leg + foot massage, hot towel + polish

ADD ONS

- + gel \$15
- + gel removal - \$10 / \$5 if removing a haven mani + reapplying*
- + french - \$12

NAIL ART

just a touch - \$5 - 10 / 10 mins

double take - \$15 - 20 / 20 mins

show stopper - \$25 + / 30 mins

**design cost is ultimately at tech's discretion depending on time required as well as difficulty*

FACIALS

our goal is to get your skin happy, healthy + glowing- *naturally*.

at haven- we are committed to using all natural, effective products + treatments.
we aren't a fan of harsh chemical peels, instead we turn to fruit enzymes to renew the skin.
we use holistic modalities to tone + lift the face versus neurotoxic injections.

whatever your concern is- we've got you covered.
angry acne? sensitive skin? aging?
and everything in between.

ask our holistic esthetician's about the right treatment for you.

tune up - \$65 / 40 min

cleansing, exfoliation, hot towel, mask, neck + shoulder rub, facial massage

glow getter - \$95 / 60 min

cleansing, steaming (optional), exfoliation, hot towel, extractions, mask, gua sha, neck, shoulder + facial massage, scalp rub

pure haven - \$125 / 80 min

cleansing, steaming (optional), exfoliation, hot towel, extractions, mask, gua sha + cupping, hand + arm massage, extended neck, shoulder + facial massage, scalp massage

*what is gua sha?

gua sha is an eastern chinese medicine technique that is known to facilitate lymphatic drainage, decrease facial puffiness, lift + tone facial muscles

**sabyte is a certified gua sha instructor with nefeli corp based in nyc*

ADD ONS

- + peel - \$ 25
- + high frequency - \$25
- + oxygen - \$ 25
- + led light therapy - \$25

combine 2 of any of the above add ons for \$40

- + micro/hydrodermabrasion- \$40
- + microcurrent - \$40

BROWS

brow goals - \$25 / 25 min

tint + tweeze - \$25 / 25 min

BRANDS

NAILS

- bioseaweed
- EVO

*possibly - jinsoon, JRJ, côte, lakur, veque

SKIN

- skin foodie
- living libations

*possibly alchemie, image skincare, naturopathica

RETAIL

- skin foodie
- rms beauty
- living libations
- naturopathica
- delune
- vital proteins
- sun potion

*possibly - dr. alkalitis, herbivore, one love organics, saint jane, face gym, wilding beauty

EXHIBIT B

RENT SUBSIDY REQUEST FORM

REIMBURSEMENT FORM

Date of Request:	
Business Name:	
Project:	Rent Reimbursement
Location of Work:	
Total Payment Requested:	
Requests Reimbursement for Month/Year:	_____ of 20_____
Payment Tracker:	_____ of 12 payments
FTE staff on payroll:	_____ FTE staff

Please attach the **cancelled check** of your rent payment to this form and send to:
 Ross Patten
 20 W Pike Street, 2nd Floor
 Covington, KY 41011

The Business hereby acknowledges that for the period of the Rent Subsidy that (1) it has fulfilled the obligations under Section 6 of the Agreement executed on _____, 20__.

BUSINESS NAME:

_____ [Sign]

By: _____ [Print]

Its: _____ [Title]

Date: _____

APPROVED BY:

Acct#: _____

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	September 22nd
Legislative Meeting Date	September 29th
Order <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>	

Division/Department Head Signature
TOM WEST via email 9/9/20 4:30 pm

Responsible Staff Person
Dalton Belcher

Specific Nature of Request
An ordinance amending the text of the Covington Zoning Ordinance to permit Waste-Related Services as a Conditional Use ("C") in the IP (Industrial Park) zones.

Description of Request Including Background Information if Relevant
The City's waste transfer station is located in IP zoning district which currently prohibits such facilities. As the City is not obligated to comply with its own zoning, this was not a problem in the past. However, the agreement with Rumpke requires them to obtain zoning and building permits, so the change is necessary to create a legal use. Staff will also assure that the new NDC will also treat this as a conditional use if and when adopted. The change proposed is to the use-table (on page 8 of the attached) and to add use-specific standards for the waste-related services use as seen on page 9. Staff has also provided maps (for information only) which identify the IP zoning districts in the city where, if adopted, this use would be added and require a Conditional Use Permit. A map amendment is NOT requested. On September 5th, the KCPC held a virtual public hearing and recommended favorably for the adoption of the amendment.

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

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?
N/A

 9/16/2020
 3. _____ CITY MANAGER _____ DATE

Payment Terms
N/A

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

**KENTON COUNTY PLANNING COMMISSION
STATEMENT OF ACTION AND RECOMMENDATION**

NUMBER: PC2008-0001

WHEREAS

The City of Covington per Dalton Belcher, Zoning and Development Specialist, HAS SUBMITTED AN APPLICATION REQUESTING THE KENTON COUNTY PLANNING COMMISSION TO REVIEW AND MAKE RECOMMENDATIONS ON: A proposed text amendment to the current Covington Zoning Ordinance to permit Waste-Related Services as a Conditional Use in the IP (Industrial Park) Zone, as well as a use-specific standard for waste transfer facilities; AND

WHEREAS

A PUBLIC HEARING WAS HELD ON THIS APPLICATION ON THURSDAY, SEPTEMBER 3, 2020, AT 6:15 P.M., VIA VIDEO TELECONFERENCE; AND A RECORD OF THAT HEARING IS ON FILE AT THE OFFICES OF THE KENTON COUNTY PLANNING COMMISSION, 1840 SIMON KENTON WAY, COVINGTON, KENTUCKY.

NOW, THEREFORE,

THE KENTON COUNTY PLANNING COMMISSION SUBMITS THE FOLLOWING RECOMMENDATIONS, ALONG WITH SUPPORTING INFORMATION AND COMPREHENSIVE PLAN DOCUMENTATION:

KCPC RECOMMENDATION – COVINGTON ZONING ORDINANCE:

Favorable recommendation on the text amendment to the City of Covington Zoning Code to permit Waste Related Services as a Conditional Use in the IP (Industrial Park) Zone as well as use-specific standards for waste transfer facilities.

COMPREHENSIVE PLAN DOCUMENTATION:

- Date of Adoption by the Kenton County Planning Commission: September 5, 2019.

SUPPORTING INFORMATION/BASES FOR KCPC ACTION AND RECOMMENDATION:

1. The proposed text amendment IS authorized to be included within the City's zoning ordinance per Kentucky Revised Statutes (KRS) 100.203 (1) (see Attachment A).
2. Adding Waste Related Facilities as a conditional use within the IP Zone is appropriate. The use-specific standards associated for both landfills and waste transfer will limit the proliferation of these uses within the IP Zone within the City.

3. The proposed text amendment will not be detrimental to the public health, safety, or welfare. The use-specific standards as well as the conditional use process will ensure that these uses are properly located and integrated into the surrounding areas.
4. Based on testimony provided during the public hearing held on September 3, 2020.

A handwritten signature in black ink, appearing to read "Paul J. Darpel". The signature is stylized with a large, sweeping initial "P" and "D".

PAUL J. DARPEL, CHAIR
KENTON COUNTY PLANNING COMMISSION

General Attachment Notice:

For ease of viewing, only those portions of the Zoning Ordinance pertaining to the requests within the submitted application have been included within these attachments. The complete zoning code can be viewed online at: www.pdskc.org

ATTACHMENT A

Proposed Text Amendments to Covington Zoning Ordinance
 Words to be **deleted** are [lined through] - Words to be **added** are underlined

Article 3. Commercial and Industrial Zones

3.03.05 Use Table

USE GROUP	Commercial Zones									Industrial Zones			Use-Specific Standards
Use Category	CN	CC	CG	CBD	CT	CO	CRL	CRG	IP	IL	IG		

P = permitted by right C = conditional use - = not permitted

RESIDENTIAL

Group Living

Addiction Treatment Facility	-	C	-	C	-	-	-	-	-	-	-	§Section 6.13
------------------------------	---	---	---	---	---	---	---	---	---	---	---	---------------

Household Living

Attached house	C	C	C	C	P	-	-	-	-	-	-	
Detached house	C	C	C	C	P	-	-	-	-	-	-	
Dwellings in mixed-use buildings	P	P	P	P	P	-	-	-	-	-	-	§Section 6.18
Multi-unit	C	C	C	C	C	-	-	-	-	-	-	
Two-unit	C	C	C	C	C	-	-	-	-	-	-	
Qualified Manuf. Housing Units	C	C	C	C	C	-	-	-	-	-	-	§section 6.22

PUBLIC AND CIVIC

Colleges and Universities	C	C	C	C	-	P	-	-	C	C	C	
Cultural Exhibits and Libraries	P	P	P	P	P	P	-	P	-	-	-	
Day Care	P	P	P	P	P	P	-	-	C	-	-	§Section 6.07
Hospital	C	C	C	C	C	P	-	-	-	-	-	§Section 6.14
Lodge or Private Club	C	C	C	C	C	C	-	C	C	-	-	§Section 6.17

Recreation and Open Space

Low-Intensity	P	P	P	P	P	P	P	P	C	C	C	
High-Intensity	C	C	C	C	C	C	C	C	C	C	C	
Postal Service	P	P	P	P	P	P	-	-	P	P	P	
Religious Assembly	P	P	P	C	C	P	-	-	-	-	-	
Safety Services	P	P	P	P	P	P	-	-	P	P	P	§Section 6.25

USE GROUP	Commercial Zones								Industrial Zones			Use-Specific Standards
Use Category	CN	CC	CG	CBD	CT	CO	CRL	CRG	IP	IL	IG	
1 Specific Use Type	CN	CC	CG	CBD	CT	CO	CRL	CRG	IP	IL	IG	
P = permitted by right C = conditional use - = not permitted												
Schools	C	C	C	C	C	C	-	-	-	-	-	
Utilities												
Essential services	P	P	P	P	P	P	P	P	P	P	P	
Major	C	C	C	C	C	C	C	C	C	C	C	
COMMERCIAL												
Animal Services												
Sales and grooming	P	P	P	P	-	P	-	-	-	-	-	§Section 6.03
Veterinary hospitals	C	P	P	-	-	-	-	-	P	P	P	
Kennels and shelters	-	-	C	-	-	-	-	-	P	P	P	
Other (not specifically listed, above)	-	-	C	-	-	-	-	-	P	P	P	
Artist Galleries and Studios (excluding Body Art Services)	P	-	P	P	P	-	-	-	-	-	-	
Body Art Services	-	-	-	-	C	-	-	-	-	-	-	§Section 6.06
Building Maintenance Services												
Indoor	-	-	P	C	-	P	-	-	P	P	P	
Outdoor	-	-	C	-	-	-	-	-	P	P	P	
Business Equipment Sales and Service	P	P	P	P	-	P	-	-	P	-	-	
Business Support Services												
Day laborer employment agency or pick-up facility	-	-	-	-	-	-	-	-	C	C	P	
Other (not specifically listed, above)	-	C	P	P	-	P	-	-	P	P	P	
Communication Service Establishments	-	-	P	P	-	P	-	-	P	-	-	
Construction Sales and Service												
Indoor	-	-	P	-	-	-	-	-	P	P	P	
Outdoor	-	-	P	-	-	-	-	-	P	P	P	
Repair or Laundry Service, Consumer												
Laundromat	-	C	-	-	-	-	-	-	-	-	-	
Other (not specifically listed, above)	P	P	P	P	P	P	-	-	P	-	-	
Eating/Drinking Establishments												

USE GROUP Use Category	Commercial Zones									Industrial Zones			Use-Specific Standards
	1 Specific Use Type	CN	CC	CG	CBD	CT	CO	CRL	CRG	IP	IL	IG	
P = permitted by right C = conditional use - = not permitted													
Microdistillery	-	C	C	C	C	C	-	-	-	P	-		
Microbrewery	-	C	C	C	C	C	-	-	-	P	-	§Section 6.28	
Brewpub	-	P	P	P	P	-	-	-	-	-	-		
Restaurant with or without beer, wine or alcohol	P	P	P	P	P	P	P	P	P	C	-	§Section 6.28	
Tavern	P	P	P	P	P	P	P	P	P	-	-	§Section 6.28	
Entertainment													
Small	P	P	P	P	P	-	P	P	-	-	-		
Medium	-	C	P	P	P	-	C	P	-	-	-	§Section 6.08	
Large	-	-	C	C	C	-	C	C	-	C	-	§Section 6.09	
Bingo Hall	-	C	-	-	-	-	-	-	-	-	-		
Financial Services													
Currency exchange (check cashing)	-	C	-	-	-	-	-	-	-	-	-	§Section 6.10	
Payday loan	-	C	-	-	-	-	-	-	-	-	-	§Section 6.10	
Pawn shop	-	C	-	-	-	-	-	-	-	-	-	§Section 6.10	
Tax Preparation Service	C	C	-	-	-	C	-	-	-	-	-	§Section 6.10	
Other (not specifically listed, above)	C	P	P	P	P	P	-	-	-	-	-		
Food and Beverage Sales, Retail													
Package Liquor (Distilled Spirits)	-	P	C	P	P	-	-	-	-	P	-	§Section 6.36	
Other (not specifically listed, above)	P	P	P	P	P	P	-	-	-	-	-		
Fortune Telling Service	-	C	-	-	C	-	-	-	-	-	-	§Section 6.11	
Funeral and Internment Services	C	C	P	-	-	C	-	-	-	-	-		
Gasoline Stations	-	C	P	-	-	C	-	-	P	P	-	§Section 6.12	
Lodging													
Bed and breakfast	P	P	P	P	P	P	-	P	-	-	-	§Section 6.04	
Hotel/motel	-	-	P	P	P	P	-	P	-	-	-		
Medical Service	C	P	P	P	-	P	-	-	-	-	-		
Office	P	P	P	P	P	P	-	-	C	C	C	§Section 6.21	

USE GROUP Use Category	Commercial Zones								Industrial Zones			Use-Specific Standards
	1 Specific Use Type	CN	CC	CG	CBD	CT	CO	CRL	CRG	IP	IL	
P = permitted by right C = conditional use - = not permitted												
Personal Improvement Service	P	P	P	P	P	P	-	-	C	C	-	
Residential Storage Warehouse	-	-	-	-	-	-	-	-	C	C	C	§Section 6.23
Retail Sales and Service												
Antique shop	P	P	P	P	P	P	-	P	-	-	-	
Flea market	-	-	-	-	-	-	-	-	-	C	-	§Section 6.24
Furniture rental, consumer	-	C	-	-	-	-	-	-	-	-	-	§Section 6.24
Secondhand store	C	C	-	-	-	-	-	-	-	-	-	§Section 6.24
Vintage clothing store	-	-	-	C	C	-	-	-	-	-	-	
Other (not specifically listed above or specifically excluded herein)	P	P	P	P	P	P	-	P	-	C	-	
Sexually Oriented Business												
Sexually oriented media store, sex shop or service-oriented escort bureau	-	P	-	P	-	-	-	-	-	-	-	§Section 6.26
A sexually oriented business featuring on-premise entertainment	-	P	-	P	-	-	-	-	-	P	P	§Section 6.26
Vehicle Sales and Service												
Auto supply/ accessory sales	-	-	P	-	-	-	-	-	-	-	-	
Car wash	-	-	P	-	-	-	-	-	-	P	-	
New vehicle and equipment sales, light	-	P	P	-	-	-	-	-	-	P	P	
Used vehicle and equipment sales, light	-	-	-	-	-	-	-	-	-	C	C	§Section 6.29
Vehicle and equipment sales, heavy	-	-	-	-	-	-	-	-	-	P	P	
Vehicle servicing, minor	-	P	P	-	-	-	-	-	-	-	-	§Section 6.19
Vehicle repair, minor	-	C	C	-	-	-	-	-	-	P	-	§Section 6.19
Vehicle repair, major	-	-	-	-	-	-	-	-	-	P	P	
Vendor Retail												
Mobile Food Vending Service	-	P	P	P	P	P	-	P	P	P	-	§Section 6.34
Temporary Vendor	-	P	P	P	P	P	-	P	-	-	-	§Section 6.35
INDUSTRIAL												
Junk/Salvage Yard	-	-	-	-	-	-	-	-	-	C	P	§Section 6.15

Article 6. Use Regulations

Section 6.30 Waste-Related Service (Landfills and Waste Transfer Facilities)

6.30.01 Landfills must comply with all applicable regulations of the Kentucky Department of Natural Resources and Environmental Protection. In addition, all sanitary landfills must comply with the performance standards of the Division of Air Pollution, Division of Water Quality, and other applicable performance standards of the Commonwealth of Kentucky.

6.30.02 The minimum site area for a landfill is 50 acres.

6.30.03 Screening areas must be provided along all boundary lines not protected by comparable vegetative screening, in accordance with the applicable requirements of Section 8.01.

6.30.04 Landfill operations may not be conducted within 100 feet of any dedicated right-of-way or property line that is the exterior boundary of the landfill, or within 300 feet of any existing structure regularly occupied or utilized by any person for the conduct of residential, commercial, industrial, and public and semi-public type activities.

6.30.05 Site plan requirements. Before a permit is issued, a Stage I Development Plan must be prepared meeting the applicable requirements of Section 12.06 and submitted to the Board of Adjustment and City Commission for approval. In addition, the following information must also be submitted: a plan showing the specific reuse of the area after completion of landfill operations, including the final grades to be established in meeting the needs of the proposed reuse of the landfill and a plan showing the method and procedures for disposing of any methane gas.

6.30.06 All Waste Transfer Facilities shall meet the following standards:

- Minimum Lot Size. Due to the environmental impact of this use, a minimum lot size of 13 acres shall be required.
- Compliance With Other Statutes. Prior to approval for operation, the facility/operation must be compliant with all Solid Waste Statutes, Ordinances and any other applicable regulation.
- Future Activity. Submittal for a conditional use permit shall also include an operational plan and all future activity conducted in accordance with the operational plan.





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	9/22/2020
Legislative Meeting Date	9/29/2020
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 approving the hiring of Benjamin Oldiges as the Parks and Recreation Division Manager effective October 1, 2020.

Description of Request Including Background Information if Relevant
HR posted notice for this position on July 20th, and just under 300 applications were received during the three week window. The Department Director reviewed all of them and scheduled telephone interviews with the top ten and then video interviews with the four finalists. An interview committee unanimously ranked Benjamin Oldiges as the best candidate. Mr. Oldiges is a Covington resident and has had extensive parks and recreation experience in Boone, Kenton, and Grant Counties as well as in Cincinnati managing the Avondale area rec centers. He has a Bachelor's in Parks and Recreation Administration from ECU and a Master's degree in Business Administration from Thomas More. Resume attached.

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

SIGNING ORDER

Value/Cost
\$60,000

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

Funding Source Including Account No.
General Fund

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

Copy of Contract Attached?

 9/16/2020
 3. CITY MANAGER _____ DATE _____

Payment Terms

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



BENJAMIN OLDIGES

Business Management Professional

PROFILE

Experienced Business Professional with over 10 years management experience in public administration. Moving towards management in the private sector.

CORE SKILLS

- Elite team leadership skills
- Professional communication
- Staff recruitment and development.
- Advanced new practice integration
- Community outreach.

CONTACT

PHONE:
859-360-4169

LINKEDIN:
<https://www.linkedin.com/in/benjamin-oldiges-mba>

EMAIL:
Benjamin_oldiges@outlook.com

HOBBIES

- Running 5k
- Volunteering in the community
 - Local Senior Center
 - Teaching Sunday School at Lakeside Christian Church
- Leading group fitness classes
 - Spinning
- Reading fantasy novels

EDUCATION

Thomas More University- Master of Business Administration (MBA)
August 2017 – May 2019
Graduated from the accelerated TAP program with a 3.8 GPA May '19.

Eastern Kentucky University- Bachelor of Parks and Recreation Administration
August 2010 – December 2013
Elected as a charter member to the on-campus Student Advisory Board.

WORK EXPERIENCE

MEDPACE- OFFICE ASSISTANT-LEVEL IV

Jan. 2020–Present

- Compiles advanced data reports for senior management
- Conduct quality control reviews of departmental documents as necessary
- Maintain database/spreadsheets as necessary to facilitate tracking/documentation of departmental activities
- Provide day-to-day departmental support activities, as necessary. Examples include shipping, filing, faxing, managing inventory and orders, front desk coverage, etc.

Cincinnati Recreation Commission- Community Center Director City of Cincinnati, Cincinnati, OH

August 2015–December 2019

- Manager of multiple recreation center sites, and the coinciding staff at each location. (15-20 staff)
- Developed and facilitated community-based recreation programs
- Responsible for staff recruitment and development
- Developed talent by leading skill development trainings

Boone County Parks and Recreation- 2nd Shift Park Manager Boone County Fiscal Court, Burlington OH

Feb. 2007–May 2017

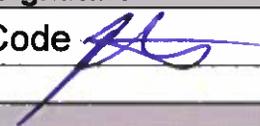
- Created, implemented, and managed community events and programs for all demographics in Boone County, KY
- Managed and trained between 15-20 summer staff workers
- Assisted Park Director with management and growth of park facilities

CITY OF COVINGTON AGENDA ITEM REQUEST FORM

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Caucus Meeting Date	9/22/2020
Legislative Meeting Date	9/29/2020
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature
Neighborhood Services/Code 

Responsible Staff Person
Ken Smith

Specific Nature of Request
An order approving Joseph Meimann as a full-time Code Inspector effective October 1, 2020.

Description of Request Including Background Information if Relevant
City Commission authorized the transition from 8 part-time Code Officers to 4 full-time effective January 1, 2021. Because of existing vacancies, the Division has the resources to hire one FT position effective 10/1/2020. In addition to adding capacity, this early hire will lessen the impact of potentially replacing all staff at once. Mr. Meimann is a retired postal executive and was hired as a part time Code Officer in 2018. Since that time, he has proven to be a valuable member of the staff. In addition to housing inspections, he overseeing our vacant, Abandoned Urban Properties and our mow lists. He also fills in when the Division Manager is unavailable.

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

SIGNING ORDER

Value/Cost
\$42,000

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

Funding Source Including Account No.
General Fund

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

Copy of Contract Attached?

3. CITY MANAGER  _____ DATE 9/16/2020

Payment Terms

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

Joseph Meimann

70 Hearthstone Court Florence, KY 41042
(859) 445-6709
JoemLite24@gmail.com

Summary of Qualifications

A seasoned professional with more than thirty three years of leadership experience with the United States Postal Service, including over ten years at the Executive level.

Employment History

Code Enforcement Officer

August 2018-Present, City of Covington, KY

- Responsible for ensuring that the living environment is healthy and safe, using the City's Property Maintenance, Nuisance and Zoning Codes.
- Once violations have been identified, I am responsible for issuing a Notice of Violation or a Citation and in turn, I am working to improve the overall image and property value of properties within the City of Covington.
- Responsible for the tracking of all Vacant Properties within the City and serve as the custodian of the Monitor List, tracking all Code Enforcement visits, vacant since, PIDN of these properties and all NOV's and Citations issued by all Enforcement Officers.
 - The tracking of the Monitor List was outdated when I was assigned this responsibility. I updated the prior activity and added new and easier functioning of the form and in turn, made the other Code Enforcement Officers duties more efficient. I also share the use of this tracking with other departments (ie: DPW, Finance, Zoning) for use.

School Bus Driver, CDL

August 2017-August 2018, Boone County Schools, Burlington, KY

- Provide safe and efficient transportation for students, while becoming familiar with and following written codes, regulations, policies, procedures and directions from supervisor.
- Operate the bus at all times in a manner that provides maximum safety and comfort for the students while supervising the seating of students, obeying all traffic laws and observing all safety regulations.
- Maintain student discipline when students are on the bus and maintain a clean bus and mechanically sound bus, at all times.

Postmaster, Executive

September 2015-February 2017, United States Postal Service, Louisville, KY

- Provided first class delivery service to 500,000 customers by overseeing 1,300 retail and delivery employees across 24 retail and delivery units with a weekly budget of over \$1.3 million dollars.
- Responsible for the training and safety of these employees. The Safety issues of our delivery employees required visits to customers at their residents due to animal control and property deterioration.
- Negotiated local contracts with the National Association of Letter Carriers and American Postal Workers Union.
- Retired after 37 years of service

Postmaster, Executive

February 2014-September 2015, United States Postal Service, Columbus, OH

- Provided first class delivery service to 620,000 customers by overseeing 1,400 retail and delivery employees across 27 retail and delivery units, while maintaining the weekly budget of \$1.5 million dollars.
- In a cost reducing effort, I combined 3 delivery units to reduce overhead, management positions and transportation cost. Overall measured service improved by over 3%.
- Led the Postal Customer Council with participation from over 15 businesses and customers within the Columbus metro area. Educating and sharing information about the mailing industry.

Postmaster, Executive

February 2011-February 2014, United States Postal Service, Pittsburgh, PA

- Provided first class delivery service to 800,000 customers by overseeing 1,500 retail and delivery employees across 34 retail and delivery units.
- Over the three years as the Postmaster, I was able to realize over \$25 million of savings in Total Operating Expenses.
- The overall atmosphere in Pittsburgh was very contentious upon my arrival. It took a strong presence to make change. This required changing the culture and past practice environment. I had to direct employees in both management and craft to adjust. It took telling employees that this was the way it was going to be. Although initial resistance, the culture did change.

Senior Plant Manager, Executive

January 2010-February 2011, United States Postal Service, Cincinnati, OH

- Oversaw 24/hr 365 day processing at 3 plants, located in Cincinnati, Dayton and Toledo OH.
- Responsible for over 1,000 employees across all three tours. •
- Process mail and dispatched to the entire United States.

District Manager, Executive

January 2009-January 2010, United States Postal Service, Charleston, WV

- Oversaw all customer service and retail operations in the State of West Virginia. Responsible for the Hiring, Safety and Training of over 2,500 employees.
- Oversaw the Emergency First Responders. I had to oversee relocating Facilities due to flooding and building condition issues.
- Maintained weekly budget of over \$39 million dollars.

Postmaster, Executive

January 2008-January 2010, United States Postal Service, Cincinnati, OH

- Provided first class delivery service to 800k customers by overseeing 1500 retail and delivery employees across 27 retail and delivery units while maintaining a weekly budget of \$1.7 million dollars.
- Responsible for the hiring, training and safety of these employees.
- Reduced Total Operating Expenses by over 4% during the two years as the Postmaster, which led to the promotion to the District Manager of Charleston WV.

Postmaster

November 2006-January 2008, United States Postal Service, Covington, KY

- Honor to hold the position of Postmaster Covington KY, my birth place and home until age 24.
- Responsible for combining the Latonia Post Office carriers into the Erlanger, KY Post Office due to space constraints and safety issues. Leaving the retail unit behind to provide service to the residents of Latonia, KY.

Management

- Management positions throughout the Postal Service from November 1987 until November 2006.

Postal Worker

April 1984-November 1987, United States Postal Service

- Proud employee providing delivery service to customers in the City of Cincinnati.

Special Skills/Experience

- | | |
|--|--|
| • Commercial Driver's License | • Effectively participated in numerous Arbitrations and Federal hearings |
| • Certification, Executive Leadership | • Effectively met with customers and businesses about mail issues |
| • Certification, Green Belt Lean Six Sigma | • Emergency Management member and leader |
| • Skilled at using Microsoft Word and Excel | • Labor Relations |
| • Extensive training in EEO | • Performance improvement |
| • Extensive training with employee development | |
| • Community outreach by presenting many awards and dedications | |

References are available on request.