

City Council Members

Chuck Bradley
Millie Butcher Conway
Polly Singer Eardley
David Lusby



City Council Members

Mark Showalter
Karen Tingle-Sames
Connie Tackett
Marvin Thompson

TOM PRATHER, MAYOR

Georgetown City Council Meeting

September 11, 2017

6:00 pm

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
- 4. Receipt of Check Register**
- 5. Public Comments**
- 6. Mayor's Comments**
- 7. Approval of Kendyl and Friends Foundation Providing ADA Accessible Playground Equipment for the Pavilion Campus**
- 8. City Attorney**
 - a) Second Reading of Property Tax/Motor Vehicle Tax- Sponsor Connie Tackett**
 - b) Second Reading of Award for Electric Franchise- Sponsor Connie Tackett**
 - c) Resolution Approving MOA for TMMK Donation to Scott County United**
 - d) Resolution Regarding Cardome Plat and Escrow Agreement**
 - e) Resolution Accepting TAP Grant**
 - f) Municipal Order Approving a Contract with Kriss Lowry**
- 9. City Engineer- Municipal Order Approving Contract for Driveway Replacement Bid**
- 10. Police- First Reading of Mask Ordinance- Sponsor Mark Showalter and Polly Singer Eardley**
- 11. Council Comments**
- 12. Adjourn**

Georgetown City Council Meeting
August 28, 2017
6:00 pm

The meeting of the Georgetown City Council was called to order by Tom Prather.

All members being present, Councilmember Showalter led the pledge after a moment of silence.

1. **Minutes**

A motion was made by Councilmember Tackett and seconded by Councilmember Butcher Conway to approve the minutes from the special City Council meeting August 16, 2017. **The motion was unanimously approved.**

2. **Acknowledgement Receipt of Check Register**

Mayor Prather requested that council acknowledge receipt of the check register. Council members all acknowledged such receipt.

3. **Mayors Comments**

Resolution regarding Georgetown Mobile Estates and the Kentucky Division of Water. A motion for approval was made by Councilmember Tackett and seconded by Councilmember Singer Eardley. **The motion was unanimously approved.**

4. **GMWSS**

- a) Approval of a Purchase Order to Unified Technologies for a New Phone System. A motion for approval was made by Councilmember Tingle-Sames and seconded by Councilmember Singer Eardley. **The motion was unanimously approved.**
- b) Approval of Professional Services from Bluegrass Engineers for the Wastewater Treatment Plant Capacity Study. A motion for approval was made by Councilmember Thompson and seconded by Councilmember Singer Eardley. **The motion was unanimously approved.**
- c) Approval of professional services from Bluegrass Engineers for the Design, Bidding Services, and Construction Administration for the new Distribution and Collection Center. A motion for approval was made by Councilmember Butcher Conway and seconded by Councilmember Tackett. **The motion was unanimously approved.**

5. **City Attorney**

- a) First reading of property tax and motor vehicle tax ordinance.
- b) Resolution supporting CERS separation. A motion for approval was made by Councilmember Tackett and seconded by Councilmember Showalter. **The motion was unanimously approved.**
- c) First reading of electric franchise award ordinance.

6. City Engineer

Municipal Order accepting Cherry Hill as a city street and including it on the official city street map. A motion for approval was made by Councilmember Tackett and seconded by Councilmember Tingle-Sames. **The motion was unanimously approved.**

There being no further business Mayor Prather adjourned the meeting.

APPROVED

Tom Prather, Mayor

ATTESTED BY:

Tracie Hoffman, City Clerk-Treasurer

Georgetown, City of

Check Report by Check Number

Banks: All

Payment Method: Checks, ACH, EFT

Vendors: 52NDREGI to ZUMWALTB

Checks: All

Check Dates: 8/29/2017 to 9/30/2017

As Of Check Cashed Date: 1/1/1900 to 9/30/2017

Include Voids: No

Check Status: Cashed And Outstanding

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
Bank: 1R - WHITAKER BANK								
0000099459	08/31/2017	MUNEQUIP	MUNICIPAL EQUIPMENT, INC	Check	Outstanding		\$0.00	\$257,650.00
0000099460	09/01/2017	AZTOWING	A & Z TOWING & RECOVERING	Check	Outstanding		\$0.00	\$90.00
0000099461	09/01/2017	ADTSECUR	ADT SECURITY SERVICES	Check	Outstanding		\$0.00	\$93.86
0000099462	09/01/2017	ARAMARKU	ARAMARK UNIFORM SERVICE	Check	Outstanding		\$0.00	\$127.52
0000099463	09/01/2017	BATTERIE	BATTERIES PLUS	Check	Outstanding		\$0.00	\$34.90
0000099464	09/01/2017	BEVINSMO	BEVINS MOTOR CO., INC.	Check	Outstanding		\$0.00	\$432.02
0000099465	09/01/2017	BILLROY	BILLY ROY LAWN SERVICE	Check	Outstanding		\$0.00	\$600.00
0000099466	09/01/2017	NORTHERN	BLUE TARP FINANCIAL	Check	Outstanding		\$0.00	\$681.71
0000099467	09/01/2017	BUDSGUNS	BUDS POLICE SUPPLY	Check	Outstanding		\$0.00	\$87.00
0000099468	09/01/2017	BYPASSRE	BYPASS RENTAL CENTER	Check	Outstanding		\$0.00	\$195.00
0000099469	09/01/2017	CAREHERE	CARE HERE LLC	Check	Outstanding		\$0.00	\$12,273.14
0000099470	09/01/2017	CCPINDUS	CCP INDUSTRIES INC.	Check	Outstanding		\$0.00	\$194.49
0000099471	09/01/2017	CENKYLAN	CENTRAL KY.LANDFILL	Check	Outstanding		\$0.00	\$24,243.28
0000099472	09/01/2017	CLARKTIR	CLARKS TIRE & AUTO SERVIC	Check	Outstanding		\$0.00	\$90.00
0000099473	09/01/2017	CORVUS	CORVUS JANITORIAL SYSTEMS	Check	Outstanding		\$0.00	\$375.00
0000099474	09/01/2017	CROWNLIF	CROWN LIFT TRUCKS	Check	Outstanding		\$0.00	\$335.05
0000099475	09/01/2017	DELAPLAI	DELAPLAIN DISPOSAL CO.	Check	Outstanding		\$0.00	\$59.85
0000099476	09/01/2017	DELLINC.	DELL INC.	Check	Outstanding		\$0.00	\$5,556.93
0000099477	09/01/2017	EMPLOYEEREIMB	Claudette Towles	Check	Outstanding		\$0.00	\$112.23
0000099478	09/01/2017	EMPLOYEEREIMB	WILLIAMS, RAYSHON	Check	Outstanding		\$0.00	\$42.90
0000099479	09/01/2017	EMPLOYEEREIMB	Matthew Baker	Check	Outstanding		\$0.00	\$28.25
0000099480	09/01/2017	EMPLOYEEREIMB	Ronald N Erskine	Check	Outstanding		\$0.00	\$60.62
0000099481	09/01/2017	EMPLOYEEREIMB	Laura Hoffman	Check	Outstanding		\$0.00	\$56.57
0000099482	09/01/2017	EMPLOYEEREIMB	Jennifer Murphy	Check	Outstanding		\$0.00	\$41.50
0000099483	09/01/2017	FASTENAL	FASTENAL	Check	Outstanding		\$0.00	\$112.95
0000099484	09/01/2017	FLEETPRI	FLEETPRIDE INC.	Check	Outstanding		\$0.00	\$1,174.06
0000099485	09/01/2017	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$4,622.67
0000099486	09/01/2017	GALVINS	GALVINS	Check	Outstanding		\$0.00	\$165.60
0000099487	09/01/2017	GTMONUME	GEORGETOWN MONUMENT CO	Check	Outstanding		\$0.00	\$200.00
0000099488	09/01/2017	GTPRINTI	GEORGETOWN PRINTING CO.	Check	Outstanding		\$0.00	\$469.00
0000099489	09/01/2017	GLOBALSU	GLOBAL SUPPLY & FLOOR EQUIPMENT	Check	Outstanding		\$0.00	\$174.60
0000099490	09/01/2017	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$5,180.33
0000099492	09/01/2017	HARBORST	HARBOR STEEL & SUPPLY	Check	Outstanding		\$0.00	\$149.50
0000099493	09/01/2017	OFFFUTTHARRY	HARRY OFFUTT	Check	Outstanding		\$0.00	\$585.00
0000099494	09/01/2017	HIGHBRID	HIGHBRIDGE SPRING WATER	Check	Outstanding		\$0.00	\$6.00

Check Report by Check Number
As Of Check Cashed Date: 1/1/1900 to 9/30/2017

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000099495	09/01/2017	HOLTZIND	HOLTZ INDUSTRIES INC.	Check	Outstanding		\$0.00	\$749.00
0000099496	09/01/2017	HEMOCITY	HOME CITY ICE CO.	Check	Outstanding		\$0.00	\$276.25
0000099497	09/01/2017	KLCINSUR	KENTUCKY LEAGUE OF CITIES	Check	Outstanding		\$0.00	\$764.05
0000099498	09/01/2017	KYMOTORS	KOI ENTERPRISES	Check	Outstanding		\$0.00	\$382.51
0000099499	09/01/2017	KYAMWATE	KY AMERICAN WATER COMPANY	Check	Outstanding		\$0.00	\$879.60
0000099500	09/01/2017	KYFREIGH	KY. FREIGHTLINER TRUCKS	Check	Outstanding		\$0.00	\$281.76
0000099501	09/01/2017	LINDAAIN	LAW OFFICES OF LINDA AIN	Check	Outstanding		\$0.00	\$1,316.00
0000099502	09/01/2017	LEWISLOC	LEWIS LOCKSMITH SERVICE	Check	Outstanding		\$0.00	\$125.00
0000099503	09/01/2017	LEXCOFFE	LEXINGTON COFFEE & TEA CO	Check	Outstanding		\$0.00	\$46.50
0000099504	09/01/2017	LEXTRUCK	LEXINGTON TRUCK SALES	Check	Outstanding		\$0.00	\$205.64
0000099505	09/01/2017	LEXIS	LEXISNEXIS, A DIVISION OF RELX INC.	Check	Outstanding		\$0.00	\$410.00
0000099506	09/01/2017	LOWES	LOWE'S BUSINESS ACCOUNT	Check	Outstanding		\$0.00	\$2,625.73
0000099507	09/01/2017	MIDAS	MIDAS TOTAL CAR CARE	Check	Outstanding		\$0.00	\$52.98
0000099508	09/01/2017	MOSESS	MOSESS INC.	Check	Outstanding		\$0.00	\$136.68
0000099509	09/01/2017	MUNEQUIP	MUNICIPAL EQUIPMENT, INC	Check	Outstanding		\$0.00	\$345.81
0000099510	09/01/2017	NAPAAUTO	NAPA AUTO PARTS	Check	Outstanding		\$0.00	\$219.84
0000099511	09/01/2017	NETGAIN	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$2,790.62
0000099512	09/01/2017	JUETTHEA	PAT JUETT HEATING AIR INC	Check	Outstanding		\$0.00	\$318.90
0000099513	09/01/2017	PIERCEM	PIERCE MANUFACTURING, INC.	Check	Outstanding		\$0.00	\$228,977.30
0000099514	09/01/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$305.42
0000099515	09/01/2017	SSTIRELE	S & S TRUCK TIRE CENTER	Check	Outstanding		\$0.00	\$5,296.10
0000099516	09/01/2017	SCOTTGRO	SCOTT-GROSS CO.INC.	Check	Outstanding		\$0.00	\$49.79
0000099517	09/01/2017	SENSABAUGH	SENSABAUGH DESIGN & CONSTRUCTION	Check	Outstanding		\$0.00	\$27,631.50
0000099518	09/01/2017	SOUSTATE	SOUTHERN STATES CO-OP	Check	Outstanding		\$0.00	\$252.00
0000099519	09/01/2017	SPECTRUM	SPECTRUM BUSINESS	Check	Outstanding		\$0.00	\$7,047.63
0000099520	09/01/2017	TAMMYSTS	TAMMY'S T-SHIRTS	Check	Outstanding		\$0.00	\$230.00
0000099521	09/01/2017	SHERWIN	THE SHERWIN-WILLIAMS CO.	Check	Outstanding		\$0.00	\$100.95
0000099522	09/01/2017	TOSHIBAB	TOSHIBA BUSINESS SOLUTION	Check	Outstanding		\$0.00	\$150.00
0000099523	09/01/2017	TRACTORS	TRACTOR SUPPLY COMPANY	Check	Outstanding		\$0.00	\$577.83
0000099524	09/01/2017	TUSACONS	TUSA CONSULTING SERVICES II, LLC	Check	Outstanding		\$0.00	\$7,672.45
0000099525	09/01/2017	UNIFIRST	UNIFIRST HOLDINGS INC	Check	Outstanding		\$0.00	\$689.62
0000099526	09/01/2017	VISA	VISA	Check	Outstanding		\$0.00	\$10,662.74
0000099527	09/01/2017	WALMARTG	WALMARTS COMMUNITY BRC	Check	Outstanding		\$0.00	\$1,140.44
0000099528	09/01/2017	WALMARTG	WALMARTS COMMUNITY BRC	Check	Outstanding		\$0.00	\$145.42
0000099529	09/01/2017	WHISPERI	WHISPERING WOODS	Check	Outstanding		\$0.00	\$398.00
0000099530	09/01/2017	WOODFORD	WOODFORD OIL COMPANY	Check	Outstanding		\$0.00	\$945.18
0000099531	09/01/2017	WORLDWID	WORLDWIDE EQUIPMENT INC	Check	Outstanding		\$0.00	\$106.24
0000099532	09/01/2017	YOUNGERI	YOUNGER INC.	Check	Outstanding		\$0.00	\$725.00
0000099533	09/08/2017	AZTOWING	A & Z TOWING & RECOVERING	Check	Outstanding		\$0.00	\$50.00
0000099534	09/08/2017	AMKSERVICES	AMK SERVICES, LLC	Check	Outstanding		\$0.00	\$180.00
0000099535	09/08/2017	AUTOZONE	AUTOZONE INC	Check	Outstanding		\$0.00	\$276.11
0000099536	09/08/2017	BATESSEC	Bates Security	Check	Outstanding		\$0.00	\$2,043.00
0000099537	09/08/2017	LYONBENJ	BENJAMIN P. LYON, M.D.	Check	Outstanding		\$0.00	\$4,310.00
0000099538	09/08/2017	BGUNIFOR	BLUEGRASS UNIFORMS INC.	Check	Outstanding		\$0.00	\$100.00
0000099539	09/08/2017	CENKYVET	CENTRAL KY VETERINARY	Check	Outstanding		\$0.00	\$1,386.50
0000099540	09/08/2017	CLARKTIR	CLARKS TIRE & AUTO SERVIC	Check	Outstanding		\$0.00	\$300.00

Check Report by Check Number
As Of Check Cashed Date: 1/1/1900 to 9/30/2017

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000099541	09/08/2017	COCACOLA	COCA-COLA BOTTLING CO CONSOLIDATE	Check	Outstanding		\$0.00	\$721.50
0000099542	09/08/2017	COLLINSO	COLLINSON ENTERPRISES	Check	Outstanding		\$0.00	\$99.00
0000099543	09/08/2017	CORVUS	CORVUS JANITORIAL SYSTEMS	Check	Outstanding		\$0.00	\$1,270.00
0000099544	09/08/2017	DATALIZER	DATALIZER SLIDE CHARTS, INC	Check	Outstanding		\$0.00	\$785.00
0000099545	09/08/2017	EMPLOYEEIREIMB	DARIN ALLGOOD - PD	Check	Outstanding		\$0.00	\$41.86
0000099546	09/08/2017	EMPLOYEEIREIMB	RONALD M ERSKINE	Check	Outstanding		\$0.00	\$46.12
0000099547	09/08/2017	EMPLOYEEIREIMB	JENNIFER MURPHY	Check	Outstanding		\$0.00	\$34.11
0000099548	09/08/2017	EMPLOYEEIREIMB	SHANNON MILLER	Check	Outstanding		\$0.00	\$39.60
0000099549	09/08/2017	EMPLOYEEIREIMB	JOSHUA NASH	Check	Outstanding		\$0.00	\$48.37
0000099550	09/08/2017	EMPLOYEEIREIMB	Cody Jackson	Check	Outstanding		\$0.00	\$25.00
0000099551	09/08/2017	EMPLOYEEIREIMB	DARIN ALLGOOD - PD	Check	Outstanding		\$0.00	\$66.50
0000099552	09/08/2017	EMPLOYEEIREIMB	DARIN ALLGOOD - PD	Check	Outstanding		\$0.00	\$40.75
0000099553	09/08/2017	FINLEYFI	FINLEY FIRE	Check	Outstanding		\$0.00	\$3,231.64
0000099554	09/08/2017	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$345.76
0000099555	09/08/2017	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$2,714.12
0000099556	09/08/2017	HAMILTHI	HAMILTON-HINKLE PAVING CO	Check	Outstanding		\$0.00	\$433.37
0000099557	09/08/2017	HARTSDRY	HARTS DRY CLEANING	Check	Outstanding		\$0.00	\$8.96
0000099558	09/08/2017	HIGHBRID	HIGHBRIDGE SPRING WATER	Check	Outstanding		\$0.00	\$45.80
0000099559	09/08/2017	HURSTOFF	HURST OFFICE SUPP. LLC	Check	Outstanding		\$0.00	\$261.35
0000099560	09/08/2017	KYUNIFOR	KENTUCKY UNIFORMS, INC.	Check	Outstanding		\$0.00	\$259.00
0000099561	09/08/2017	KOORSEN	KOORSEN FIRE & SECURITY	Check	Outstanding		\$0.00	\$399.60
0000099562	09/08/2017	KYAMWATE	KY AMERICAN WATER COMPANY	Check	Outstanding		\$0.00	\$6,990.55
0000099563	09/08/2017	LEXIS	LEXISNEXIS, A DIVISION OF RELX INC.	Check	Outstanding		\$0.00	\$205.00
0000099564	09/08/2017	MIDAS	MIDAS TOTAL CAR CARE	Check	Outstanding		\$0.00	\$1,615.33
0000099565	09/08/2017	NETGAIN	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$5,681.55
0000099566	09/08/2017	PHOENIXT	PHOENIX TRANSPORATION	Check	Outstanding		\$0.00	\$127.43
0000099567	09/08/2017	PURCHASE	PURCHASE POWER	Check	Outstanding		\$0.00	\$182.47
0000099568	09/08/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$242.52
0000099569	09/08/2017	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$207,867.21
0000099570	09/08/2017	SCHOSPHOUSE	SCOTT COUNTY HOSPITALITY HOUSE, IN	Check	Outstanding		\$0.00	\$5,000.00
0000099571	09/08/2017	SPRINT	SPRINT COMMUNICATIONS CO.	Check	Outstanding		\$0.00	\$40.24
0000099572	09/08/2017	SUNBADGE	SUN BADGE COMPANY	Check	Outstanding		\$0.00	\$107.75
0000099573	09/08/2017	TERMINIX	TERMINIX PROCESSING CTR.	Check	Outstanding		\$0.00	\$38.00
0000099574	09/08/2017	DOVERELE	THYSSENKRUPP ELEVATOR	Check	Outstanding		\$0.00	\$393.34
0000099575	09/08/2017	TOSHIBAF	TOSHIBA FINANCIAL SERVICE	Check	Outstanding		\$0.00	\$284.00
0000099576	09/08/2017	TRACTORS	TRACTOR SUPPLY COMPANY	Check	Outstanding		\$0.00	\$434.13
0000099577	09/08/2017	TUSACONS	TUSA CONSULTING SERVICES II, LLC	Check	Outstanding		\$0.00	\$15,960.00
0000099578	09/08/2017	VERIZONW	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$5,333.50
1R - WHITAKER BANK Total:							\$0.00	\$891,398.05
Grand Total:							\$0.00	\$891,398.05



City of Georgetown Special Events Application

Name/Title of Event: Rock For Tots

Purpose of Organization/Group: Raise toys for Toys For Tots

Contact Person: Christy White Title: Owner Phone: 859-539-7969

Address: 1226 Paris Pike City/ST/Zip: Georgetown

Email Address: bodyart1226@yahoo.com Cell Phone () _____

Proposed location/route: ELKHORN PLAZA on Paris Pike (1226) Georgetown Ky

Will street(s) need to be closed? NO Indicate the requested street(s) and time: _____

Proposed date(s): Oct. 8, 2017 Rain date(s): None

Proposed hours: Set up beginning 10 am AM/PM Dismantle by: 4 P.M AM/PM

Operating from 11 am AM/PM TO 8 AM/PM

Estimated spectator attendance: 150/200 Prev. year attendance: 150 Est. number of participants: 50

Number of vehicles/booths/units 25 Number of animal units none

Does the Organization/Group intend to serve alcohol at the event? If yes, please contact the City Alcoholic Beverage Administrator for additional instructions. NO

Will there be any structures erected at the event? (tents, stages, bleachers, other) Pop up Tent (1) 10 x 30 Tent (1) Stage (Flatbed Trailer)

Please circle other services needed: Barricades Herbies Recycle Containers Fire/EMS Traffic Control Police/Security/Crowd Control

Electricity (Please Explain): Power on site (outside receptacles)

Other needs: _____

Application Requirements:

- 1.) **Insurance:** The applicant shall furnish a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum coverage of \$500,000.00 per occurrence, listing City of Georgetown as an additional insured. Note: Acceptable Insurance Certificates must be submitted at least fifteen days before the date of the event, or the event application is subject to being denied.
- 2.) **Indemnification:** The applicant agrees to indemnify, defend and hold harmless the City of Georgetown, employees and agents, from all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with, the performance of the agreement, activities associated with the event or arising out of Applicant's use of the facility, excepting however, all such claims, liabilities, losses, damages, expenses, accidents and occurrences caused by City of Georgetown's sole negligence or willful misconduct.
- 3.) If you are interested in having a parade/run/walk, be sure to attach the route with this application.
- 4.) The approval process takes approx. 4 weeks. This includes sending it to the City Council for approval. If additional costs are required (e.g. due to necessary permits or inspections, you will be required to pay for such services prior to issuance of approval. You will be notified by mail of the approval).

5.) Christy White Owner 8-26-17
 Signature of Applicant Organizational Title Date (m/d/y)

Please sign and return a copy to:
City Clerk's Office
100 Court Street
Georgetown, Ky. 40324

*Ryan 859-598-7695
Call either way*

Aug. 28, 2017

To Whom It May Concern,

I hereby give permission to Dale White to have his Rock for Tots at Elkhorn Plaza on Oct. 8, 2017.

Thank you,



Larry Oser



City of Georgetown Special Events Application

Name/Title of Event: Fire Prevention Parade

Purpose of Organization/Group: _____

Contact Person: Tim Thompson Title: Fire Marshal Phone: () 859-983-9913

Address: 101 Airport Road City/ST/Zip: Georgetown, KY 40324

Email Address: tim.thompson@georgetownky.gov Cell Phone () 859-983-9913

Proposed location/route: _____

Will street(s) need to be closed? Yes Indicate the requested street(s) and time: Memorial, Main, South Broadway Clayton, Military - Whatever side streets that GPD needs blocked for route.

Proposed date(s): October 14th Rain date(s): N/A

Proposed hours: Set up beginning 10:00 AM PM Dismantle by: 12:00 AM PM

Operating from 11:00 AM PM TO 11:45 AM PM

Estimated spectator attendance: 1000 Prev. year attendance: 750 Est. number of participants: 100

Number of vehicles/booths/units 50 Number of animal units N/A

Does the Organization/Group intend to serve alcohol at the event? If yes, please contact the City Alcoholic Beverage Administrator for additional instructions. No

Will there be any structures erected at the event? (tents, stages, bleachers, other) No

Please circle other services needed: Barricades Recycle Containers Fire/EMS Traffic Control Police/Security/Crowd Control

Electricity (Please Explain): N/A

Other needs: We will need herbies at Hinton Field for Safety Day

Application Requirements:

- 1.) **Insurance:** The applicant shall furnish a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum coverage of \$500,000.00 per occurrence, listing City of Georgetown as an additional insured. Note: Acceptable Insurance Certificates must be submitted at least fifteen days before the date of the event, or the event application is subject to being denied.
- 2.) **Indemnification:** The applicant agrees to indemnify, defend and hold harmless the City of Georgetown, employees and agents, from all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with, the performance of the agreement, activities associated with the event or arising out of Applicant's use of the facility, excepting however, all such claims, liabilities, losses, damages, expenses, accidents and occurrences caused by City of Georgetown's sole negligence or willful misconduct.
- 3.) If you are interested in having a parade/run/walk, be sure to attach the route with this application.
- 4.) The approval process takes approx. 4 weeks. This includes sending it to the City Council for approval. If additional costs are required (e.g. due to necessary permits or inspections, you will be required to pay for such services prior to issuance of approval. You will be notified by mail of the approval.

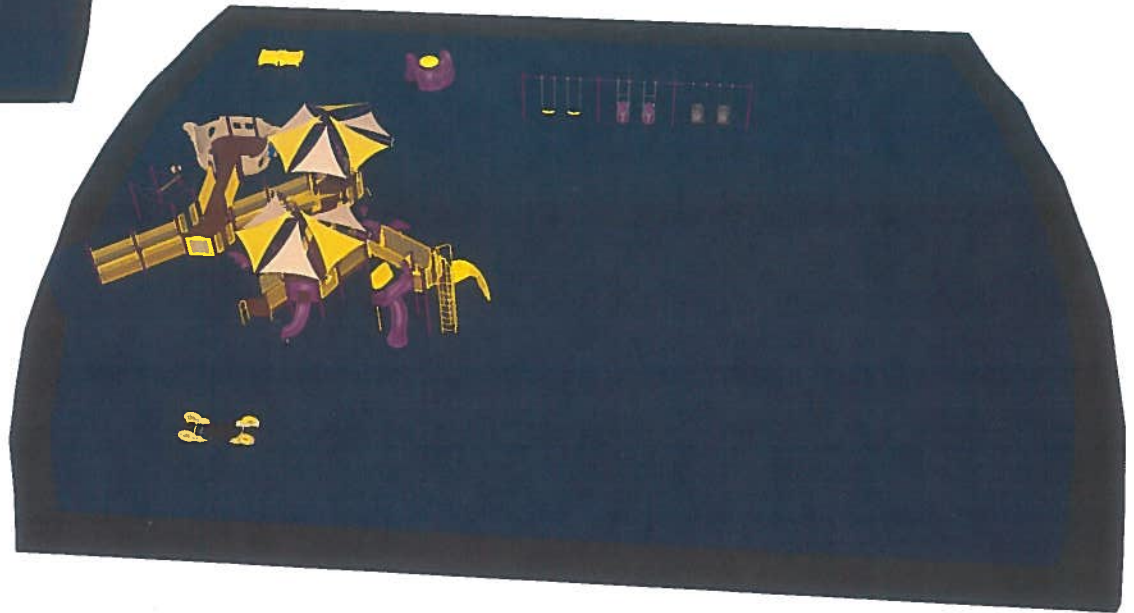
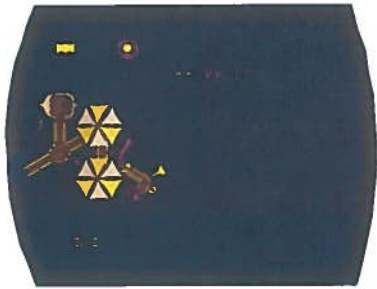
5.) [Signature] Fire Marshal 9-5-17
 Signature of Applicant Organizational Title Date (m/d/y)

Please sign and return a copy to:
City Clerk's Office
100 Court Street
Georgetown, Ky. 40324

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

Kendyl and Friends Scott Co
R0335_42902582163



5
AGES
12

ISO
9001:2000

CERTIFIED

IPEMA
INTERNATIONAL PLAYGROUND EQUIPMENT MANUFACTURERS ASSOCIATION
MEMBER

General Notes:

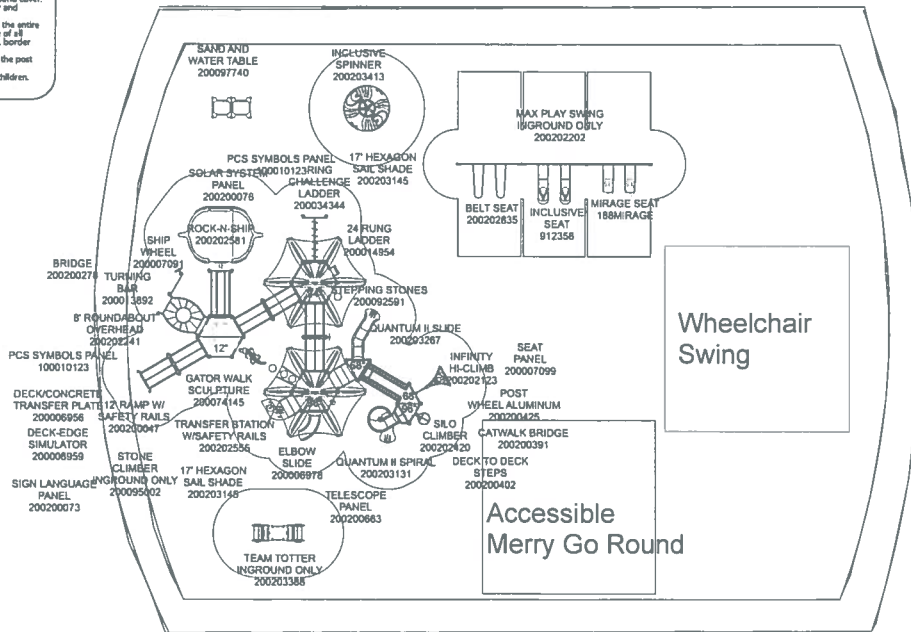
Age Group

- 2-5 years 5-12 years 2-12 years

- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- All deck heights are measured from top of ground cover.
- All sloping ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- All post lengths are identified by text showing the post length. Lx-36 represents a 36 inch post.
- Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES, TOTAL: 8	RECO
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 8	RECO	8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY PAAP: 8	RECO	8
GROUND LEVEL ACTIVITY TYPE: 7	RECO	7
GROUND LEVEL QUANTITY:		

AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES, TOTAL: 18	RECO
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 8	RECO	8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY PAAP: 8	RECO	8
GROUND LEVEL ACTIVITY TYPE: 8	RECO	8
GROUND LEVEL QUANTITY:		



Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1

Project:
 Kendyl and Friends Scott Co
 Georgetown, KY
 LTCPS rep:
 Ronnie Bottoms
 Bluegrass Recreation Sales and Installation
 (502) 585-2798

Ground Space: 90'-0" x 79'-6"
 Protective Area: 102'-0" x 91'-6"

Drawn by: Holly Bryant
 Date: 6/21/2017
 DWG Name: R0335_42902582163

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273



**CITY OF GEORGETOWN
ORDINANCE NO. _____**

**AN ORDINANCE PROVIDING FOR AND MAKING THE REAL PROPERTY,
PERSONAL PROPERTY, MOTOR VEHICLE AND WATERCRAFT TAX LEVY FOR
CITY PURPOSES FOR THE FISCAL YEAR BEGINNING
JULY 1, 2017 AND ENDING JUNE 30, 2018 INCLUSIVE**

Sponsor: Council Member Connie Tackett

WHEREAS, the City Council for the City of Georgetown, Kentucky, is required by KRS 92.280 to enact by ordinance each year, a tax levy on all real property, personal property, motor vehicles and water craft;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GEORGETOWN KENTUCKY, AS FOLLOWS:

SECTION ONE

That the following tax levy is hereby made for City purposes for the City of Georgetown, Kentucky, for the fiscal year beginning July 1, 2017 and ending June 30, 2018 inclusive, to wit:

For the fiscal year beginning July 1, 2017 and ending June 30, 2018, inclusive, there is hereby made a tax levy of: six point five cents (\$0.0650) on each one hundred dollars (\$100.00) of assessed real property; six point five cents (\$0.0650) on each one hundred dollars (\$100.00) of assessed personal property; and, sixteen point eight cents (\$0.1680) on each one hundred dollars (\$100.00) of assessed motor vehicles and watercraft, which tax proceeds shall be designated to the General Fund for the general operation of City Government.

SECTION TWO

All matters relating to the payment of the taxes imposed on motor vehicles and watercraft hereunder shall be in accordance with KRS Chapter 134.800 *et seq.*

SECTION THREE

That upon all taxes for real property and personal property levied herewith, which are unpaid on January 1 2018, there shall begin to accrue, attach, and be added from said date, a flat penalty of fifteen percent (15%) onto the total amount of said taxes then due and payable through January 31, 2018; after which, the flat penalty shall be twenty percent (20%). Additionally, tax bills not paid before March 1, 2018 shall have added to them interest at the rate of one percent (1%) per month, or fraction of a month, until said taxes are paid. The penalty and interest as provided herein shall be added to said unpaid taxes and collected by the City Finance Director and/or the City Clerk.

Should the real or personal property tax herein become delinquent, the City Financial Officer, the City Clerk and/or the City Attorney are authorized to file suit to collect all

delinquent taxes plus court costs and expenses, including a reasonable attorney fee, incurred by reason of the delinquency.

SECTION FOUR

If any section, subsection, sentence, clause, or phrase of this ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portions of this ordinance.

SECTION FIVE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION SIX

This Ordinance shall take effect after its passage and publication according to law.

PUBLICLY INTRODUCED AND READ FIRST TIME: August 28, 2017

PUBLICLY READ SECOND TIME AND PASSED: _____

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 17- _____

AN ORDINANCE AWARDING AN ELECTRIC FRANCHISE

SUMMARY

1. Awards the bid of the non-exclusive electric franchise established in Ordinance 2017-012 to Kentucky Utilities, Owen Electric and Bluegrass Energy.
2. Authorizes the Mayor to sign the Electric Franchise Agreements.
3. Provides for repeal of inconsistent laws, severability of provisions, and an effective date of September 18, 2017 upon passage and publication.

The full text of this Ordinance is available for examination in the City Clerk's Office, 100 North Court Street, Georgetown, Kentucky 40324 or at www.georgetownky.gov.

INTRODUCED AND PUBLICLY READ FIRST TIME: August 28, 2017

PUBLICLY READ SECOND TIME AND PASSED: _____

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 17-_____ of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.

RESOLUTION _____

City of Georgetown

A RESOLUTION REGARDING CONTRIBUTIONS FROM TOYOTA MOTOR MANUFACTURING OF KENTUCKY TO THE CITY OF GEORGETOWN ON BEHALF OF SCOTT COUNTY UNITED FOR ECONOMIC DEVELOPMENT PURPOSES AND AUTHORIZING THE MAYOR TO SIGN RELEVANT DOCUMENTS

WHEREAS, Toyota Motor Manufacturing of Kentucky has committed to donate \$200,000 a year, for the life of ITS KJRA incentive, of the funds it would receive under the KJRA incentive equally divided between the City of Georgetown and Scott County, for and on behalf of Scott United, Inc., for economic development purposes; and

WHEREAS, the City, County, Scott County United and the Georgetown/Scott County Revenue Commission have memorialized the terms by which the City and County will annually appropriate these funds to Scott County United for economic development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Georgetown, Kentucky, as follows:

The Council does hereby approve the terms of the Memorandum of Agreement between the City, County, Scott County United and the Georgetown/Scott County Revenue Commission, regarding appropriation of funds for economic development, which MOA is attached hereto and incorporated by reference, and the Mayor is authorized to execute all relevant documents on behalf of the City.

Dated this 11th day of September, 2017

BY: _____
Mayor Tom Prather

ATTEST: _____
Tracie Hoffman, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, by and between the City of Georgetown, Kentucky, with address of 100 North Court Street, Georgetown, Kentucky 40324 (“the City”), Scott County, Kentucky, with address of 101 E. Main St., Georgetown, KY 40324 (“the County”) Scott County United, Inc. with address of 160 East Main St., Georgetown, Kentucky, 40324 (“Scott United”), and The Georgetown/Scott County Revenue Commission, with address of 230 E Main Street, Georgetown, KY 40324 entered into this ___ day of _____, 2017.

WHEREAS, Toyota Motor Manufacturing of Kentucky (“TMMK”) has donated \$200,000 annually (“the Economic Development Funds”) for the life of its participation the KJRA program, divided equally between the City and the County, for and on behalf of Scott United; and

WHEREAS, TMMK has conditioned its donation upon the use of the funds for specific economic development purposes and upon the City and County continuing to make their respective current annual appropriations (“the Existing Appropriation”) to Scott United; and

WHEREAS, the City, the County and Scott United desire to enter into an agreement to govern the use and expenditure of the Economic Development Funds;

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

1. ECONOMIC DEVELOPMENT FUNDS CONTINGENT UPON ANNUAL APPROPRIATIONS

The Parties to this Agreement acknowledge that, while this Agreement cannot legally obligate either the City or the County to appropriate the Economic Development Funds or the Existing Appropriations annually to Scott United, failure of the City or the County to fulfill this obligation will result in TMMK’s withholding of the annual Economic Development Funds from the City, the County or both. The City and County therefore expressly acknowledge that TMMK’s donation is conditioned upon each local government’s annual appropriation of funds to Scott United at a level not less than the local government’s respective annual share of the Economic Development Funds plus an amount equal to the local government’s respective Existing Appropriation made to Scott United in the fiscal year in which this Agreement was executed. However, nothing in this Agreement shall prohibit the City or the County from allowing or requiring Scott United to expend the Existing Appropriation on expenses other than those required by this Agreement.

This Agreement shall govern the City and County’s annual appropriation to Scott United.

2. GOVERNING BODY RESPONSIBLE FOR EXPENDITURE OF FUNDS

Scott United shall create an Economic Development Funds Board (“the Board”) to govern the expenditure of funds provided under this Agreement. This Board shall have the sole authority

to make decisions regarding the expenditure of the Economic Development Funds within the constraints of this Agreement. The Board shall have eight members and shall be comprised of:

The Mayor of Georgetown (ex officio)

The Scott County Judge/Executive (ex officio)

Four (4) Appointees from the membership of the Scott County United Board

President of Scott County United (Ex Officio)

The Executive Director of Scott County United (non-voting ex officio)

Ex officio members other than the Executive Director of Scott County United shall be full board members with all rights belonging thereto. Non-ex-officio members may be removed by their appointing authority for misfeasance, malfeasance or neglect of duty.

The Board shall be subject to the Kentucky Open Records and Open Meetings Acts. The Board shall be audited as required by applicable Kentucky Revised Statutes. The City or County may audit the Board's expenditure of Economic Development Funds at any time to ensure compliance with this Agreement.

3. USE OF FUNDS.

The Economic Development Funds shall be used by Scott United solely for economic development activities, for and on behalf of the City of Georgetown and Scott County.

4. APPOINTMENT OF AGENT FOR FUNDS DISTRIBUTION

The City and County do hereby appoint the Georgetown/Scott County Revenue Commission as their agent for distribution of the Economic Development Funds to Scott United. The KJRA program allows Toyota to claim a credit against occupational license taxes owed the City and County. Toyota will "deposit" the Economic Development Funds with the Revenue Commission by claiming \$20,000 less per month (\$10,000 each for the City and County) than it would be entitled through the KJRA for 10 out of 12 months of every year. The Revenue Commission shall transfer the Economic Development Funds monthly to Scott United in every month in which there is a deposit.

5. TERM

The term of this Agreement shall be for an initial period of one year (1), and shall automatically renew for additional terms of one year, for as long as Toyota participates in the KJRA program, unless otherwise terminated or cancelled as provided herein. Any Party may terminate this Agreement upon notice not less than 90 days prior to the end of a term. Termination by a local government shall be deemed a non-appropriation under Section 1 and shall disqualify that Party from receiving Economic Development Funds but shall not affect the validity of the

Agreement as between the remaining Parties. Termination by Scott United shall serve to terminate the Agreement in its entirety.

6. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

7. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Scott County, Kentucky.

8. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

9. WAIVER

The waiver by any party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

Tom Prather, Mayor
City of Georgetown

George Lusby, Judge/Executive
Scott County

Mike Hockensmith, President
Scott County United

Scott Hall, Director
Georgetown/Scott County Revenue Commission

Have seen and reviewed

Authorized Representative
Toyota Motor Manufacturing of Kentucky

**City Council
Members**
Chuck Bradley
Millie Butcher
Conway
Polly Singer Eardley
David Lusby



**City Council
Members**
Karen Tingle-Sames
Mark Showalter
Connie Tackett
Marvin Thompson

TOM PRATHER, MAYOR

RESOLUTION

No. _____

September 11, 2017

CITY OF GEORGETOWN

A RESOLUTION AMENDING RESOLUTION NUMBER 16-005 REGARDING LEASE OF THE CARDOME PROPERTY TO THE ROMAN CATHOLIC DIOCESE OF LEXINGTON AND AUTHORIZING THE MAYOR TO EXECUTE A DEED IN ESCROW AND AN ESCROW AGREEMENT

WHEREAS, the City has leased the property known as Cardome to the Roman Catholic Diocese of Lexington, pursuant to a resolution dated April 16, 2016; and

WHEREAS, the council approved the terms of the Capital Lease by municipal order on May 8, 2017; and

WHEREAS, it is necessary to update Resolution number 16-005 to reflect the current plat of record; and

WHEREAS, it is necessary to authorize the Mayor to sign the Deed to be placed in escrow pursuant to the terms of the Capital Lease and to sign the Escrow Agreement.

NOW THEREFORE, be it resolved by the City of Georgetown as follows:

City of Georgetown Resolution 16-005 is amended to strike the reference to Tract 1 of Plat Cabinet 10, Slide 97, and replace it with Tract 1 of Plat Cabinet 12, Slide 26; and

The Mayor is hereby authorized, pursuant to the terms of the Capital Lease, to sign the Deed to Cardome and place it in escrow with US Bank and to execute the Escrow Agreement, attached hereto, which is hereby expressly approved.

Dated this 11th day of September, 2017.

Tom Prather, Mayor

Attest:

Tracie Hoffman, City Clerk

IRREVOCABLE ESCROW AGREEMENT

THIS IRREVOCABLE ESCROW AGREEMENT (the “Escrow Agreement”) is made and entered into effective as of the ____ day of ____, 2017 (the “Effective Date”), by and between (i) THE CITY OF GEORGETOWN, KENTUCKY, with address c/o City Attorney, 100 North Court Street, Georgetown, Kentucky 40324 (the “Landlord”), and (ii) THE ROMAN CATHOLIC DIOCESE OF LEXINGTON for the use and benefit of Saints Francis And John Parish, with address c/o The Most Rev. John Stowe, OFM Conv., Bishop of the Roman Catholic Diocese of Lexington, 1310 West Main Street, Lexington, KY 40508 (the “Tenant”), and (iii) _____, a ____ banking corporation, with address of _____, Attn: _____ (“Escrow Agent”).

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated effective as of the 11th day of May, 2017 (the “Cardome Lease”), pertaining to certain real property and improvements commonly known as the “Cardome Academy Property,” consisting of approximately 30.494 acres, more or less, as more particularly shown and identified as Tract 1 on the subdivision plat of record in Plat Cabinet 12, Slide 26, in the Office of the Scott County Clerk (collectively the “Leased Premises”); and

WHEREAS, pursuant to the Cardome Lease, Landlord has granted to Tenant an option to purchase the Leased Premises on certain terms and conditions more particularly set forth in the Cardome Lease (the “Purchase Option”); and

WHEREAS, in order to facilitate the transfer of the Leased Premises to Tenant in the event Tenant exercises its Purchase Option, and pays the agreed Purchase Price, Landlord and Tenant desire to execute and deposit into escrow with Escrow Agent a Cardome Deed heretofore executed by Landlord and Tenant and transferring the Leased Premises to Tenant pursuant to the terms of this Escrow Agreement, a true copy of which is attached hereto and incorporated herein by this reference as Exhibit “B” (the “Cardome Deed”); and

WHEREAS, Escrow Agent has agreed to serve as “escrow agent” pursuant to the terms and conditions of this Escrow Agreement, and to hold the Cardome Deed in escrow unless and until Tenant complies with the terms and conditions of this Escrow Agreement;

NOW THEREFORE, that for and in consideration of the “Escrow Fee” to be paid to the Escrow Agent pursuant to Exhibit “A” attached hereto and incorporated herein by this

reference, and further in consideration of the mutual obligations and promises set forth herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which are all hereby acknowledged, Landlord, Tenant, and Escrow Agent each hereby agree as follows:

1. Appointment of Escrow Agent. Landlord and Tenant each hereby irrevocably appoint the Escrow Agent (and any lawful successors by merger of US Bank to act as escrow agent in connection with the holding and release of the Cardome Deed under the terms and conditions of this Escrow Agreement. Escrow Agent hereby accepts its appointment as escrow agent under the terms and conditions of this Escrow Agreement.

2. Escrow Instructions. Escrow Agent hereby acknowledges receipt from Landlord and Tenant of the Cardome Deed. The Escrow Agent agrees to hold the Cardome Deed under the terms and conditions of this Escrow Agreement until such time as Escrow Agent has received either (a) an executed affidavit from Tenant substantially in the form of the "Tenant Affidavit" attached hereto and incorporated herein by this reference as Exhibit "C", requesting Escrow Agent to release the Cardome Deed to it and stating under penalty of perjury in effect that (i) Tenant has exercised Tenant's Purchase Option for the Leased Premises under the Section 23 of the Cardome Lease, (ii) Tenant has fully complied with all of the conditions to Tenant's purchase of the Leased Premises under Section 23 of the Cardome Lease, and (iii) Tenant has paid to Landlord the "Purchase Price" for the Leased Premises as required by the Cardome Lease, subject to any prorations and adjustments to the Purchase Price as described in the Cardome Lease; or (b) an executed affidavit from Landlord substantially in the form of the "Landlord Affidavit" attached hereto and incorporated herein by this reference as Exhibit "D", requesting Escrow Agent to release the Cardome Deed to it and stating in effect that (i) Tenant has abandoned the Leased Premises or defaulted under the Lease with the result that a Forcible Detainer or similar Order has been issued by the Scott District Court or Scott Circuit Court restoring possession of the Lease Premises to Landlord, or (ii) Tenant has failed or declined to exercise its Right of First Refusal under the Lease Agreement after Landlord received and gave notice to Tenant of a bona fide third-party offer to purchase the Leased Premises.

Upon receipt of a Tenant Affidavit or Landlord Affidavit substantially conforming to the above requirements, or any writing signed by Authorized Representatives of both parties as identified on Exhibit E, or a court order specifying release and delivery of the Cardome Deed to a particular party, Escrow Agent shall release and deliver the Cardome Deed to the requesting party or its attorney. Escrow Agent may conclusively rely and act upon any such Tenant Affidavit, Landlord

Affidavit or court order without inquiry, investigation or notice to any other party hereto. Thereupon, this Escrow Agreement shall be deemed to be completed and fulfilled.

3. Rights, Duties and Responsibilities of Escrow Agent. Landlord and Tenant agree that the duties of the Escrow Agent are purely ministerial in nature, and further agree that:

(a) The Escrow Agent shall have the right to act in reliance upon any document, instrument, evidence of payment, or signature believed by it to be genuine and to assume that any person purporting to give any notice or instructions in accordance with this Escrow Agreement or in connection with any transaction to which this Escrow Agreement relates has been duly authorized to do so. The Escrow Agent shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions.

(b) In the event that the Escrow Agent is uncertain as to its duties or rights hereunder or receives instructions from one party with respect to the Cardome Deed which, in its sole opinion, are in conflict with other instructions contained in any provision of this Escrow Agreement, Escrow Agent shall be entitled to (i) hold the Cardome Deed in escrow pending the resolution of such uncertainty to the Escrow Agent's sole satisfaction, by final judgment of a court of competent jurisdiction, or further written agreement or directions signed by all parties, or (ii) at its option, deposit the Cardome Deed in the registry of a court of competent jurisdiction in a proceeding to which all parties in interest are joined, in which case its duties as Escrow Agent shall end.

(c) The Escrow Agent shall not be liable for any action taken or omitted hereunder except in the case of its gross negligence or willful misconduct.

(d) The Escrow Agent may confer with counsel in respect to any questions relating to its duties and responsibilities hereunder, and the Escrow Agent shall not be liable and shall be fully indemnified for any action done or omitted to be done by it in good faith on advice of counsel.

(e) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other

persons even though reference thereto may be made herein and whether or not a copy of such agreement has been provided to Escrow Agent. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

4. Indemnification. Landlord and Tenant each jointly and severally agree to indemnify the Escrow Agent, its officers, directors, employees and agents (the "Indemnified Parties") from and against, and hold such Indemnified Parties harmless of and from, any and all loss, liability and expense, including, without limitation, reasonable counsel fees, which the Indemnified Parties (or any one or more of them) may suffer or incur by reason of any claim, action, suit or proceeding asserted or brought against such of the Indemnified Parties by Landlord, Tenant or any other person or entity arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability or expense is determined by a court of competent jurisdiction to have been caused by the Escrow Agent's gross negligence or willful misconduct. The Escrow Agent, or any of the Indemnified Parties, promptly after receipt of notice of commencement of any action, suit or proceeding against it or them in respect of which it desires to be indemnified or held harmless under this Section, shall notify the Landlord and Tenant of the commencement of such action, suit or proceeding, enclosing a copy of all papers served. In case any action, suit or proceeding shall be brought, Landlord and Tenant shall be entitled to participate therein and, if either assumes the defense thereof, Landlord and/or Tenant shall not be liable to the Indemnified Parties for any legal expenses resulting from such action, suit or proceeding incurred after Landlord or Tenant assumes the defense and cost of defense thereof. Each of Landlord and Tenant agree not to claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

5. Notices. All notices and communications given pursuant to this Escrow Agreement shall be in writing and shall be delivered personally or by certified or registered mail, return receipt requested, postage prepaid, addressed as set forth above, or addressed to any such party at such other address as such party shall hereafter furnish to the other parties by notice given in accordance with this section.

6. Binding Effect. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties, their respective successors and assigns.

7. Amendment. This Escrow Agreement may be altered or amended only with the written consent of the parties hereto.

8. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

9. Severability. If any provision of this Escrow Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Escrow Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

10. Execution in Several Counterparts. This Escrow Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

11. Captions. All captions are for convenience only and shall not limit or define the text hereof.

IN TESTIMONY WHEREOF, Landlord, Tenant, and Escrow Agent have each caused their duly authorized officer (with the requisite action by resolution of their respective governing boards) to execute this Irrevocable Escrow Agreement in duplicate as of the dates shown below.

LANDLORD:

TENANT:

City of Georgetown, Kentucky

The Roman Catholic Diocese of Lexington

By: _____
Authorized Official

By: _____
Authorized Official

Date: _____, 2017

Date: _____, 2017

ESCROW AGENT:

[_____]

By: _____
[_____]

Date: _____, 2017

Exhibit E

Representatives.

The following person(s) is hereby designated and appointed as Landlord Representative under the Escrow Agreement:

Name

Specimen signature

Name

Specimen signature

The following person(s) is hereby designated and appointed as Tenant Representative under the Escrow Agreement:

Name

Specimen signature

Name

Specimen signature

CITY OF GEORGETOWN

RESOLUTION 17-_____

A RESOLUTION OF THE CITY OF GEORGETOWN ACCEPTING TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) GRANT FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS.

WHEREAS, the Federal Highway Administration, through the Kentucky Transportation Cabinet, has awarded the City of Georgetown a Transportation Alternatives Program (“TAP”) Grant in the total amount of \$600,000.00 for West Main Street (US 460) Improvements; and

WHEREAS, the attached Memorandum of Agreement covers the design phase award of \$184,000.00; and

WHEREAS, the total award amount includes future phases totaling \$416,000.00; and

WHEREAS, the grant Agreement requires a twenty (20) percent match;

NOW THEREFORE, be it resolved by the City of Georgetown that:

The Georgetown City Council does hereby ratify and adopt all statements, representations, warranties, covenants and agreements required under the Transportation Alternatives Program Grant and does hereby accept the funds granted.

The Mayor of the City is hereby authorized and directed to sign any and all necessary documents on behalf of the City of Georgetown, and the Georgetown City Clerk is hereby authorized and directed to certify thereto.

This RESOLUTION was approved by vote of the City Council, City of Georgetown on the 11th day of September, 2017.

CITY COUNCIL OF GEORGETOWN

By: Tom Prather, Mayor

ATTESTED BY:

Tracie Hoffman, City Clerk/Treasurer

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF GEORGETOWN
WEST MAIN STREET (US 460)
FED PROJ#4000-078/AUTH# 93482
CONTRACT# 180000577/ITEM# 07-03231
PROJECT AWARD: \$600,000
AUTHORIZED PHASE/AMOUNT: DESIGN \$184,000

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the **City of Georgetown**, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved **\$184,000** in federal funding for the **West Main Street (US 460)** hereinafter the "PROJECT", known as Federal Project Number **4000-078** and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to

define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end **6/30/2020** unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract 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 contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this

AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed **\$184,000** (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to **\$184,000** in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs and shall be responsible for any costs in excess of **\$184,000** necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2. CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be

provided to the RECIPIENT if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid

environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Guidance Manual and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be the fair market value of the property based upon a fair market value appraisal approved by the CABINET, Division of Right-of-Way and Utilities prior to any offer by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications*)
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the project development party and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The project development party shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the party responsible for the PROJECT construction will negotiate, execute the agreement, and inspect the relocation work, under direct advisement of the project development party. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The project development party shall perform a review and approval of the relocation per agency policy and procedure. The project development party shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The project development party shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The project development party shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the PROJECT, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification

category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the

RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and income in all programs or activities of any RECIPIENT of Federal assistance.

Section 24. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions 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 compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT 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 RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The RECIPIENT 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.

e. The RECIPIENT 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 the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the RECIPIENT'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 RECIPIENT 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.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, 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 contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable

remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the Nation register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan (Attachment B, attached hereto and made a part of this AGREEMENT). In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable.

Section 32. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative,

whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the **Mayor** to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment C) and returned to the CABINET prior to full execution of this PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

KENTUCKY TRANSPORTATION CABINET

Approved as to form and legality:

Commonwealth of Kentucky

Attorney
Transportation Cabinet

Greg Thomas, Secretary
Transportation Cabinet

Date: _____

Date: _____

LOCAL PUBLIC AGENCY

Approved as to form and legality:

City of Georgetown

Attorney
City of Georgetown

Mayor

Date: _____

Date: _____

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET SUMMARY**

Scope of Work:

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Construct new sidewalks and urban roadway improvements on West Main Street between Water Street and Elizabeth Street in Georgetown.

Original MOA

Phase of Work	Federal Funds	Match	Total Estimate per phase
Design (programmed w/ FHWA)	\$184,000	\$46,000	\$230,000

Future Phase Estimates

Phase of Work	Federal Funds	Match	Total Estimate per phase
Right-of-Way <i>(Estimated)</i>	\$52,000	\$13,000	\$65,000
Archeology <i>(Estimated)</i>	\$0	\$0	\$0
Utilities <i>(Estimated)</i>	\$10,000	\$2,500	\$12,500
Construction <i>(Estimated)</i>	\$354,000	\$88,500	\$445,500
Est Total Future Phases	\$416,000	\$104,000	\$520,000
<i>Est Completed Project Total</i>	\$600,000	\$150,000	\$750,000

ATTACHMENT B

ATTACH A RESOLUTION HERE

A sample resolution is included here

SAMPLE RESOLUTION

Whereas, the federal-aid highway program state administered funding was awarded the amount of \$600,000, and

Whereas this amount will be authorized in phases as federal requirements are met for the West Main Street (US 460) Project, and

Whereas, City of Georgetown does hereby authorize Mayor _____ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

The vote taken on said Resolution, the result being as follows:

Motion Carried - Yes No (Please circle one)

Signature _____ **Date** _____

Title _____

Witness _____

ATTACHMENT C

PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Mayor/CJE

Date

ATTACHMENT D
MAINTENANCE PLAN

The project sponsor will maintain the project for public use.

<ADDITIONAL INFORMATION AND PLAN NEEDS TO BE ADDED>

If a useful life date has been provided through consultation with FHWA it must be identified and included in the Maintenance Agreement.

ATTACHMENT E

PAYMENT REQUEST

Project Type: CMAQ SRTS NSB TE TAP

Vendor Name:	City of Georgetown
Vendor Address:	
Contact Name:	
Contact Title:	
Telephone Number:	

Vendor Invoice No:	93482-001
Date of Request:	
Billing Period Service From – Service To (MM/DD/YY):	Time covered by this request, not the entire project
Contract Number:	180000577
Authorization Number:	93482
Federal Numbers:	20.205 (CFDA), 4000-078

Budget Line Item	Contract (Federal) Amount	Contract (Federal) Amount Paid To Date	Current Request	Contract (Federal) Amount Remaining
Design (Total \$0,000)	\$0.00	\$0.00	\$0.00	\$0.00
Construction (Total \$0.00)	\$0.00	\$0.00	\$0.00	\$0.00
SubTOTALS			\$0.00	
+ 20% Required Match			\$0.00	
GRAND TOTAL Paid by LPA			\$0.00	

Vendor Certification

I hereby certify that the commodities or services specified have been furnished to the Commonwealth of Kentucky; that the quality and the prices conform to the proposal and purchase order or contract; that payment, in whole or in part, has not been received from KYTC or any other source; that all materials for which we seek reimbursement adhere to the federal Buy America provisions; that all materials testing related to this project follows the KYTC materials testing specifications; and that all records relating to these requirements have been included in the project file.

Signature

Print Name

Title

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 FEDERAL-AID PROJECT AGREEMENT**

RECIPIENT: 21-Kentucky

FEDERAL PROJECT NO: 4000078

RECIPIENT PROJ. NO(S): 07-03231.00

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: Scott | Construct new sidewalks and urban roadway improvements on West Main Street between Water Street and Elizabeth Street in Georgetown.
PROJECT DESCRIPTION: PE, env & design engineering to construct new sidewalks and urban roadway improvements on West Main Street between Water Street and Elizabeth Street in Georgetown.
DUNS#: 188593644

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	08/17/2017
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
M3E2	214000078 M3E2		\$248,400.00	80.00%	\$202,400.00	\$0.00
TOTAL			\$248,400.00		\$202,400.00	\$0.00

ESTIMATED TOTAL COST: \$248,400.00
TOTAL AUTHORIZED FOR PROJECT: \$202,400.00

EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY

AVAILABLE FUNDS CERTIFIED BY: Selena Curry DATE: 08/07/2017
 APPROVED AND REQUESTED BY: Erin Clouse DATE: 08/08/2017
 AGRMT/MODIFY REQUESTED BY: Ronald Rigney DATE: 08/08/2017

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Jessica Gordon DATE: 08/15/2017
 APPROVAL RECOMMENDED BY: Gregory Rawlings DATE: 08/15/2017
 APPROVED AND AUTHORIZED BY: Steven Jacobs DATE: 08/17/2017

RECIPIENT REMARKS: New Toll Credits total= \$3,680.00
 eMARS#- KYTC#- TAP;120
 Indirect Cost Rate- 0%, CFDA#- 20.205, Project End Date- 06/30/2020
 Obligate \$184,000.00 (M3E2) funds for the project and the City of Georgetown will provide the match; obligate \$18,400.00 (M3E2) funds for project oversight by state forces (toll credit match). LPA contract.
 The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications.
 This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

DIVISION REMARKS:



MUNICIPAL ORDER

17-_____

September 11, 2017

AN ORDER APPROVING A CONTRACT WITH KRISS LOWRY AND ASSOCIATES FOR A CDBG GRANT APPLICATION AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS.

WHEREAS, the City of Georgetown desires to apply for a Community Development Block Grant for housing rehabilitation in the Boston area; and

WHEREAS, the City has negotiated a contract with Kriss Lowry and Associates, Inc., a certified CDBG administrator, to apply for a CDBG including the application, preparation of evidentiary materials, and, if the project is funded, an environmental study; and

WHEREAS, the contractor shall be paid \$75 per hour for the evidentiary work and application, not to exceed \$12,500, and, if the City is awarded the grant, contractor shall be paid a lump sum of \$2,500 for an environmental assessment; and

WHEREAS, the Project is funded in the current budget;

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the attached contract with Kriss Lowry and Associates in an amount not to exceed \$15,000 is hereby approved and the Mayor is authorized to sign all relevant documents.

PASSED AND APPROVED, this September 11, 2017.

Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This contract for professional services entered into this ____ day of August, 2017 by and between the CITY OF GEORGETOWN, 100 N. Court St., Georgetown, Kentucky 40324 (hereinafter called the “City”), and Kriss Lowry & Associates, Inc., 227 S. Rays Fork Road, Corinth, Kentucky 41010-3027, acting herein by Kristen M. Lowry, President, duly authorized, (hereinafter called the “Consultant”).

WHEREAS, the City is applying to the State of Kentucky Department for Local Government (DLG) for a Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City desires to engage the Consultant to render certain planning services in connection with the proposed Boston Area CDBG Housing Project to be funded with CDBG funds:

NOW, THEREFORE, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the following Scope of Services:

- A. Prepare an evaluation of housing in the Boston Area defined as the area shown on the attached map to determine which houses are in standard condition, need moderate repairs or need major repairs/demolition. Identify parcels which are vacant single family lots. Provide the required attribute data to the Georgetown-Scott County Planning Commission to produce mapping showing existing single family housing conditions.
- B. Prepare preliminary environmental assessment information for the Boston Area including an evaluation of railroad noise, floodplains and provide photographs or other information as required by the State Historic Preservation Office for a Section 106 review to determine which structures or areas may be potentially eligible for the National Register of Historic Places.
- C. Work with the City of Georgetown and the Boston Area Advisory Committee to explore options for potential projects within the Boston area which would be suitable for funding as a CDBG Housing Project.
- D. Assist the City in preparing a presentation for a public meeting to explain the findings of the above assessment and to present options for a CDBG housing application and obtain public input on the preferred option.
- E. Upon approval of the Georgetown City Council of a preferred project for a CDBG Housing Application, conduct a door-to-door survey of residents within the proposed project area,

- F. Prepare a preliminary budget for acquisition, demolition and relocation activities required to complete the project.
- G. Conduct a public hearing in accordance with CDBG requirements to explain the CDBG program and the proposed project,
- H. Prepare an Urban Renewal Plan/Development Plan and/or Program Guidelines for the project area including any required public hearing.
- I. Prepare an application for Community Development Block Grant funds including all documents necessary to complete the application.
- J. Attend city council meetings as necessary for action related to the submission of said grant application.
- K. Attend any site visits or required meetings with DLG related to said grant application.
- L. Upon notification of approval of the CDBG funding from the Department for Local Government, prepare all evidentiary materials including the environmental assessment necessary to obtain release of project funds.

These services shall be performed under the direction of the Mayor or his designated representative(s).

3. TIME OF PERFORMANCE

The services of the Consultant shall be effective July 1, 2017 and shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all services shall be completed no later than December 31, 2018 unless extensions of time are mutually agreed upon.

4. COMPENSATION AND METHOD OF PAYMENT

In consideration of the Consultant's performance of these services, the City of Georgetown agrees to pay the Consultant an hourly rate of \$75 per hour plus direct expenses. Mileage shall be paid at the current Federal rate for business travel. Total payment for the preliminary Boston Area study and preparation of the CDBG application including the Urban Renewal Plan/Program Guidelines shall not exceed \$12,500. Upon approval of funding of the CDBG grant the Consultant shall be paid an additional lump sum fee of \$2,500 for preparation of the environmental assessment and all related evidentiary items necessary to obtain release of funds for the project. The Consultant shall submit monthly invoices to the City for payment. Invoices will be based on the work completed. The City of Georgetown will make payment to the Consultant within thirty (30) days after receipt of the invoice.

5. GEORGETOWN-SCOTT CO. PLANNING COMMISSION RESPONSIBILITIES

The Georgetown-Scott County Planning Commission shall be responsible for preparing maps for the Boston Area study and CDBG application including an existing zoning map, existing land use map and future land use map as shown in the Comprehensive Plan. Based on information provided by the consultant they shall prepare one or more maps to shown the results of the study including a noise contour map, historic properties map, housing conditions map, potential CDBG project areas map and a final project area map for the CDBG application

6. CITY ADMINISTRATIVE RESPONSIBILITIES

The City of Georgetown shall be responsible for payment of the publication of all public notices related to the proposed project as part of their contribution to project costs. The City of Georgetown shall be responsible for maintaining accounting records for the project including establishing a bank account and preparing checks.

7. ACCESS TO INFORMATION

It is agreed that all information, data including GIS data, reports, records, maps as are existing, available and necessary for carrying out the work as outlined above shall be furnished to the Consultant by the City and its staff. No charge will be made to the Consultant for such information, and the City staff will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

8. EQUIPMENT AND SUPPLIES

The Consultant, at the Consultant's own expense, will provide all equipment, tools and supplies necessary to perform the above services, and will be responsible for all other expenses required for the performance of those services.

9. TERMS AND CONDITIONS

This Contract is subject to the provisions titled "Part II – Terms and Conditions," attached hereto and incorporated by reference herein.

10. TERMINATION

This Contract may be terminated by either party for good reason upon ten days written notice. In the event of termination of the contract, the Consultant shall be paid within thirty days for all work completed prior to the date of termination.

11. REVOCATION

This Contract shall be considered revoked if not signed and accepted by October 31, 2017.

12. LAW

This Contract shall be interpreted and enforced according to the laws of the State of Kentucky.

13. AUTHORIZATION

This Contract is authorized by action of the Georgetown City Commission taken on the _____ day of August, 2017.

CITY OF GEORGETOWN

KRISS LOWRY & ASSOCIATES, INC.

By: _____

By: _____

Tom Prather, Mayor

Kristen M. Lowry, President

CONTRACT FOR PROFESSIONAL SERVICES

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause

If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Kentucky Department for Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

9. Compliance with Local Laws

The Consultant shall comply with applicable laws, ordinances and codes of the State and local governments.

10. Access to Records

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Kentucky Department of Local Government, Kentucky Housing Corporation, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

11. Title VI, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No segregated facilities shall be maintained by the Contractor.

12. Age Discrimination

The Contractor shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

13. Section 504

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

14. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

15. Conflict of Interest Clauses

Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interests of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other

interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. "Section 3" Compliance

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment to training.
- D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project,

binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Equal Opportunity Clause (Contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. 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 compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this

Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Consultant will include the provisions of paragraphs (A) through (G) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

18. Contract Work Hours and Safety Standards Act

All grantees and subgrantee's contracts must contain provisions requiring compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) where construction contracts are awarded by grantees or subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts involving the employment of mechanics and laborers.

17. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding (\$100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt" Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

18. Energy Efficiency

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in Compliance with the Energy Policy and Conservation Act.

19. Segregated Facilities

The Contractor shall not maintain any segregated facilities as required by Title VI of the Civil Rights Act of 1964.



MUNICIPAL ORDER

17-_____

September 11, 2017

AN ORDER APPROVING A CONTRACT WITH OLYMPIC CONSTRUCTION, LLC FOR CONCRETE DRIVEWAY SLAB REPLACEMENTS AT FIRE STATIONS ONE AND TWO AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS.

WHEREAS, the City of Georgetown advertised for bids for concrete driveway slab replacements at fire stations one and two; and

WHEREAS, the City received two bids, the lowest of which was \$27,792.00 from Olympic Construction, LLC; and

WHEREAS, via MO 17-033 City Council approved using \$27,272.00 of prior year revenues which shall be added to the 17-18 Fire Department Budget upon a subsequent budget amendment; and

WHEREAS, the balance of \$520.00 is funded in the current budget.

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the attached contract with Olympic Construction, LLC for concrete driveway slab replacement at fire stations one and two in the amount of \$27,792.00 is hereby approved and the Mayor is authorized to sign all relevant documents.

PASSED AND APPROVED, this September 11, 2017.

Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

This contract for services entered into between the **City of Georgetown**, (hereinafter City) a municipal corporation, located at 100 N. Court Street, Georgetown, KY, 40324 and **Olympic Construction, LLC** (hereinafter Contractor) located at 120n MacArthur Court, Nicholasville, KY 40356, dated this 11th day of September, 2017.

WITNESSETH:

WHEREAS, the parties hereto have determined that it is their mutual interests to perform the Concrete Driveway Slab Replacement Project. The terms of this Contract are established pursuant to the bid received by the City from Contractor;

NOW THEREFORE, the parties agree as follows:

1. Contractor, having provided the lowest bid in response to the Invitation to Bid (“ITB”), herein agrees and shall provide for the City contracting services to remove and replace failing reinforced concrete driveway slab at Fire Stations 1 and 2 as specified in the ITB. The Contractor’s bid is incorporated as though set forth fully herein, and is attached hereto as Exhibit 1. The ITB and all addenda thereto are incorporated as though set forth fully herein, and are attached hereto as Exhibit 2. Contractor shall perform all activities as outlined within the advertised plans and specifications listed in the ITB.
2. City shall pay Contractor at a lump sum fee of \$27,792.00, as shown in Exhibit 1, to perform the services as outlined in paragraph 1.
3. The Standard of Care for all Services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor warrants said goods and services, including materials/parts and labor, that such goods and services shall meet all city and state specifications for a period of one (1) year after installation.
4. Term: Contractor shall complete said work in Paragraph 1 above under the terms set forth in the ITB.
5. Any change order resulting in an increase, decrease or change in the type of services shall be submitted in writing and must be agreed to by both parties.
6. Documentation and Payment: The Contractor shall provide a monthly invoice for work completed. The City shall remit the invoiced amount within thirty (30) days of invoice.



Contract for Services

Olympic Construction, LLC
Contractor

City of Georgetown, Kentucky

By: _____

By: Tom Prather

Title: _____

Mayor

ATTEST:

By: Tracie Hoffman, City Clerk

ATTACHMENT(S):

- 1. Exhibit 1 – Contractor’s Bid Response
- 2. Exhibit 2 – Invitation to Bid and Addenda

**CITY OF GEORGETOWN
ORDINANCE NO. 17- _____**

**AN ORDINANCE OF THE CITY OF GEORGETOWN, KENTUCKY, SEEKING TO PROMOTE THE SAFETY
OF OUR COMMUNITY BY REGULATING THE WEARING OF HOODS AND/OR MASKS WITHIN CITY LIMITS.**

SUMMARY

1. Prohibits the public wearing of hoods, masks, false whiskers, or personal disguises or devices that substantially hide or cover the face of the wearer, subject to certain exemptions.
2. Provides for repeal of inconsistent ordinances, severability of provisions and an effective date upon passage and publication.

The full text of this Ordinance is available for examination in the City Clerk’s Office, 100 North Court Street, Georgetown, Kentucky 40324 or at www.georgetownky.gov.

INTRODUCED AND PUBLICLY READ FIRST TIME: September 11, 2017

PUBLICLY READ SECOND TIME AND PASSED: _____

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 17-_____, of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9) and is a true and accurate summary of the contents of said Ordinance.

Andrew S. Hartley

**CITY OF GEORGETOWN
ORDINANCE NO. 17- _____**

**AN ORDINANCE OF THE CITY OF GEORGETOWN, KENTUCKY, SEEKING TO PROMOTE THE
SAFETY OF OUR COMMUNITY BY REGULATING THE WEARING OF HOODS AND/OR MASKS
WITHIN CITY LIMITS.**

SPONSORS: Councilmembers Mark Showalter and Polly Singer Eardley

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GEORGETOWN, KENTUCKY, AS FOLLOWS:

SECTION ONE

- (A) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning:

PUBLIC PLACE: A place to which the public or substantial groups of persons has access and includes, but is not limited to highways, streets, lanes, alleys, roads, sidewalks, transportation facilities, schools, places of amusements, parks, places of business, playgrounds and hallways, lobbies and other portions of apartment houses and hotels not constituting rooms or apartments designed for actual residence.

- (B) No person, whether in a motor vehicle or otherwise, shall, while wearing any hood, mask, false whiskers, or any personal disguise or device whereby a substantial portion of the face is hidden or covered so as to conceal the identity of the wearer, enter, be or appear in any public place or upon any private property in this commonwealth without first having obtained the consent, in writing, of the owner or tenant of said private property within the City.
- (C) The following are exempted from the provisions of division (B) above:
- (1) Any person under 16 years of age;
 - (2) Any person using masks in theatrical or circus productions;
 - (3) Any person lawfully engaged in trades or employment or in a sporting activity where a mask or facial covering is worn for the purpose of ensuring the physical safety and physical protection of the wearer or because of the nature of the occupation, trade or professional or sporting activity;
 - (4) Any person wearing headgear in order to comply with state or federal law, such as is the case with persons wearing a protective helmet while riding a motorcycle;
 - (5) Any person wearing a gas mask during training, drills or exercises sponsored by, or at the direction of, the city, county, state or federal government or its subdivisions;
 - (6) Any person wearing a mask during a declared emergency, provided, however, that it

- shall be unlawful to wear a mask for the purpose of participating in any activity intended to or having the effect of exacerbating the emergency;
- (7) Any person participating in a city-authorized and approved Halloween event; and
 - (8) Any person wearing a mask, hood or other device for bona fide medical reasons upon the advice of a licensed physician or osteopath and carrying on his or her person an affidavit from the physician or osteopath specifying the medical necessity for wearing the device and the date on which the wearing of the device will no longer be necessary and providing a brief description of the device.

SECTION TWO

Any person who violates the provisions of Section 1 shall be guilty of a misdemeanor and shall be fined no more than two hundred fifty dollars (\$250) and/or imprisoned for no longer than fifty (50) days. If during the commission of a crime a person violates the provisions of Section One, he or she shall be guilty of a misdemeanor and shall be fined no more than one thousand dollars (\$1,000) and/or imprisoned for no longer than one (1) year.

SECTION THREE

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional or otherwise invalid, such infirmities shall not affect the validity of the remaining portions of this ordinance.

SECTION FOUR

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION FIVE

This ordinance shall take effect after its passage and publication according to law.

PUBLICLY INTRODUCED AND READ FIRST TIME: September 11, 2017

PUBLICLY READ SECOND TIME AND PASSED:

APPROVED: _____
Tom Prather, Mayor

ATTEST: _____
Tracie Hoffman, City Clerk