#### AGENDA MEETING OF THE CITY COUNCIL VERSAILLES MUNICIPAL BUILDING April 15, 2025 AT 5:30 P.M.

- 1. Prayer
- 2. Pledge
- 3. Roll Call
- 4. Approval of April 1, 2025 Meeting Minutes
- 5. Approval of April 8, 2025 Special Meeting Minutes
- 6. Public Comment
- 7. Woodford County Health Department Update- Cassie Prather
- 8. Resolution 2025-6 A Resolution Recognizing Telecommunicators Week And Our Local Telecommunicators
- 9. Resolution 2025-7 FY2026 Municipal Road Aid
- 10. Resolution 2025-8 A Resolution Expressing Support For A Community Project Funding Request For Transportation And Utility Infrastructure Servicing Property Owned By The City Of Versailles
- 11. Versailles Police Department- Vehicle Acquisition
- 12. Quotes-Versailles Police Department Flooring
- 13. Quotes- Versailles Fire Department 3/4 Ton Truck
- 14. Quotes- Rosecrest Cemetery Asphalt Sealing
- 15. Quotes- Entertainment District Landscape and Maintenance
- 16. Net Recovery Agreement
- 17. Human Rights Commission Appointment- Justin Jeter (4/15/25-12/31/26)
- 18. Executive Session Pursuant to KRS 61.810(1)(c) to Discuss Proposed or Pending Litigation Against or on Behalf of the City of Versailles
- 19. Mayor Miscellaneous
- 20. Council Miscellaneous/Committee Reports
- 21. Department Directors
- 22. Adjournment

SUBJECT TO REVISION

APRIL 1, 2025
PAGE ONE
MINUTES OF REGULAR COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

**ROLL CALL:** 

MAYOR LAURA DAKE PRESIDED OVER THE MEETING. ALSO

PRESENT WERE COUNCIL MEMBERS MARY BRADLEY, GARY JONES, ANN MILLER, AND FRED SIEGELMAN. CITY ATTORNEY BILL MOORE WAS ALSO PRESENT. COUNCIL MEMBERS CHANTEL BINGHAM AND

LISA JOHNSON WERE ABSENT.

**DEPT. HEADS:** 

MITZI DELIUS, ELIZABETH REYNOLDS, JOSH SLONE, AND ROB YOUNG WERE PRESENT REPRESENTING THEIR RESPECTIVE

DEPARTMENTS.

MOTION BY SIEGELMAN, SECONDED BY JBRADLEY TO APPROVE AND ADOPT THE MINUTES OF THE MARCH 18, 2025 REGULAR COUNCIL MEETING.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

#### **Public Comment**

No public comment was received.

Laurel Hostetter and Cole Grannis were present on behalf of the Woodford County Nonprofit Roundtable. They stated that their purpose is to unite all of the nonprofits serving Woodford County and to provide training and resources to nonprofits of all sizes. Ms. Hostetter noted that there are over 110 registered nonprofits in Woodford County. They shared the following upcoming dates:

May 8<sup>th</sup> at 9:30am – Annual Planning for Nonprofits June 12<sup>th</sup> at 12:00pm – Networking Lunch at Spark Café July 10<sup>th</sup> at 9:30am – Volunteer Recruitment Training

At the request of Council member Bradley, City Attorney Bill Moore provided first reading of Ordinance 2025-3 An Ordinance Rezoning 0.90 Acres Located at 251 Church Street from the R-1C (Single Family Residential) Zone Designation to the R-4 (High Density Residential) Zone Designation.

At the request of Council member Siegelman, City Attorney Moore provided first reading of Ordinance 2025-4 An Ordinance Authorizing the City to Establish That Fees May Be Charged for the Use of the Versailles Market and Entertainment District and Policies for Use of The District.

At the request of Council member Bradley, City Attorney Moore provided first reading of Ordinance 2025-5 An Ordinance Amending Chapter 75 of the Code of Ordinances to Designate the Mayor, or the Mayor's Designee, as the City Officer Responsible for Issuance of Parade Permits.

Mayor Dake stated Chief Young had originally brought the change to her attention, noting that there have been past incidents where the public is upset regarding an event. Chief Young stated that as the current approving party, he feels like he has to approve any event that meets the criteria for safety. With the Mayor as the approving party, other things can be taken into consideration and gives elected officials the opportunity to weigh in. The Ordinance states that if anyone doesn't agree with the Mayor's decision, then it can be appealed to the council.

Mayor Dake presented Municipal Order 2025-9 which establishes policies for the Versailles Market & Entertainment District. She noted that any events which are not considered City events, would be required to complete an application and rental packet and a small fee would be charged as well as a refundable deposit. She stated that this would ensure the equipment and property are taken care of and would offset the cost of maintaining the area.

MOTION BY SIEGELMAN, SECONDED BY JONES TO APPROVE AND ADOPT MUNICIPAL ORDER 2025-9 A MUNICIPAL ORDER ESTABLISHING POLICIES REGARDING USE OF THE VERSAILLES DOWNTOWN MARKET & ENTERTAINMENT DISTRICT.

APRIL 1, 2025
PAGE TWO
MINUTES OF REGULAR COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

MOTION BY MILLER, SECONDED BY SIEGELMAN TO AMEND MUNICIPAL ORDER 2025-9, NUMBER 4, TO SAY EVENTS REQUIRING BLOCKAGE OR CLOSURE, INCLUDING PARKING LOT, MUST OBTAIN APPROVAL AS REQUIRED BY VERSAILLES CITY ORDINANCE.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

The council then voted on the previous Motion, to approve Municipal Order 2025-9, as amended.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

Utilities Manager Mitzi Delius presented the following quotes for replacement of one HVAC system at City Hall:

Hype Heating & Air

\$11,475.00

Barnes HVAC

\$13,850.00

MOTION BY SIEGELMAN, SECONDED BY BRADLEY TO ACCEPT AND APPROVE THE QUOTE AS PRESENTED BY HYPE HEATING & AIR FOR THE REPLACEMENT OF ONE HVAC SYSTEM AT CITY HALL IN THE TOTAL AMOUNT OF \$11,475.00.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

Ms. Delius presented the following quotes for the Waste Water Treatment Plant Admin Building roof repair:

Ideal Roofing
Anti Leak Roofing

\$7,940.00

\$9,981.90

MOTION BY BRADLEY, SECONDED BY SIEGELMAN TO ACCEPT AND APPROVE THE QUOTE AS PRESENTED BY IDEAL ROOFING FOR THE ROOF REPAIR AT THE WASTE WATER TREATMENT PLANT ADMIN BUILDING IN THE TOTAL AMOUNT OF \$7,940.00.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

Ms. Delius presented the following quotes for a City Hall second floor renovation which will reduce the size of Public Works Director Bart Miller's office by one-third, add a hallway, and use part of the current attic space to create four cubicle style office spaces. Mayor Dake noted that Code Enforcement Officer JJ Martin and City Engineer Mary Beth Robson will occupy two of the spaces upon completion. Ms. Dake stated that the remaining space is for future growth of the Public Works Department.

|                      | Without Paint | With Paint  |
|----------------------|---------------|-------------|
| <b>Sharper Homes</b> | \$17,445.00   | \$19,945.00 |
| RP Framing           | \$19,175.00   | \$22,350.00 |

Ms. Delius stated that they are recommending the low quote, with paint, as provided by Sharper Homes.

MOTION BY MILLER, SECONDED BY SIEGELMAN TO ACCEPT AND APPROVE THE QUOTE AS PRESENTED BY SHARPER HOMES FOR THE CITY HALL SECOND FLOOR RENOVATION IN THE TOTAL AMOUNT OF \$19,945.00.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

APRIL 1, 2025
PAGE THREE
MINUTES OF REGULAR COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

Ms. Delius presented the following low bid received for the Water Distribution System Low Pressure Improvements – Phase 2:

#### **Buchanan Contracting, Inc.**

| Base Bid        | \$492,040.00 |
|-----------------|--------------|
| Alternate No. 1 | \$174,200.00 |
| Alternate No. 2 | \$133,550.00 |
| TOTAL           | \$799,790.00 |

Ms. Delius stated that the Base Bid and Alternate No. 1 will be paid for with the Cleaner Water Grant additional funds that the City has been awarded. Alternate No. 2 is a budgeted project that will be paid from the City's Enterprise Fund.

MOTION BY SIEGELMAN, SECONDED BY BRADLEY TO APPROVE AND ACCEPT THE BID AS PRESENTED BY BUCHANAN CONTRACTING FOR WATER DISTRIBUTION SYSTEM LOW PRESSURE IMPROVEMENTS PHASE 2 IN THE TOTAL AMOUNT OF \$799,790.00.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

#### Mayor Miscellaneous

Mayor Dake expressed sympathy to Council member Miller in the recent passing of her mother.

Ms. Dake stated that the first Open House for the Manufactured Housing Pilot Project on High Street will be this Saturday and Sunday, April 5<sup>th</sup> and 6<sup>th</sup>, 1:00pm – 3:00pm. She asked visitors to be patient with the limited parking and noted that she had met with Chief Young and Lieutenant Conner to implement a parking plan that will keep traffic flowing smoothly.

She announced the Main Street Clean Sweep is Saturday, April 26<sup>th</sup> 9:00am – noon. She noted that this is a yearly event in honor of Earth Day and is sponsored by Bluegrass Greensource.

Ms. Dake wished everyone a Happy April Fool's Day and noted the City's joke that was posted on Facebook and referenced a Billboard being erected on top of City Hall with a slogan stolen from the City of Midway. She noted that the post, including shares of the original post, received over 66,000 views and over 500 comments. Mayor Dake reiterated that there will be no billboard on City Hall.

#### Council Miscellaneous/Committee Reports

Council member Siegelman asked if anything had been decided by the Streets/Stormwater/Cemetery Committee regarding Bowmar Street. Mayor Dake stated that the committee is Chaired by Council member Bingham and is scheduled to meet again on April 7<sup>th</sup>.

Mayor Dake noted that there will be a Special Council Meeting held on Tuesday, April 8th at 5:30pm in place of the regularly scheduled Work Session.

#### **Department Directors**

Ms. Delius stated that a Public Notice had been issued by Versailles Municipal Utilities regarding a Division of Water Notice of Violation. The violation is in reference to the mislabeling of water service line inventory that was submitted in October. She stated that it was a labeling issue there are no health effects due to the mislabeling. There will be a required notice included in this month's utility bills and they have not identified any lead in our water system.

Fire Captain Josh Slone invited everyone to attend a Ribbon Cutting Ceremony for the renovated Versailles Fire Station #1 on April 13<sup>th</sup> at 4:45pm. There will be a cookout and they will have a walk-through of the station.

Police Chief Rob Young asked for the council's approval of a quote from Applied Digital Solutions for the maintenance of the 911 Recorder in the amount of \$5,830.55.

APRIL 1, 2025
PAGE FOUR
MINUTES OF REGULAR COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

MOTION BY BRADLEY, SECONDED BY SIEGELMAN TO ACCEPT AND APPROVE THE QUOTE AS PRESENTED BY APPLIED DIGITAL SOLUTIONS FOR 911 RECORDER MAINTENANCE IN THE AMOUNT OF \$5,830.55.

The vote was as follows: Bradley, Jones, Miller and Siegelman voting aye.

Scott White, Editor of The Woodford Sun, announced that FEMA has set up a Disaster Recovery Center at the Senior Citizens Center for anyone affected by the February, 2025 floods.

Mayor Dake adjourned the meeting without objections.

|                                   | APPROVED:         |
|-----------------------------------|-------------------|
| ATTEST:                           | LAURA DAKE, MAYOR |
| ELIZABETH C. REYNOLDS, CITY CLERK |                   |

APRIL 8, 2025
PAGE ONE
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

**ROLL CALL:** 

MAYOR LAURA DAKE PRESIDED OVER THE MEETING. ALSO PRESENT WERE COUNCIL MEMBERS CHANTEL BINGHAM MA

PRESENT WERE COUNCIL MEMBERS CHANTEL BINGHAM, MARY BRADLEY, LISA JOHNSON, GARY JONES, ANN MILLER, AND FRED SIEGELMAN. CITY ATTORNEY BILL MOORE WAS ALSO PRESENT.

**DEPT. HEADS:** 

TIM CONNER, DAN KNIGHT, AND ELIZABETH REYNOLDS WERE PRESENT REPRESENTING THEIR RESPECTIVE DEPARTMENTS.

At the request of Council member Bradley, City Attorney Bill Moore provided second reading of Ordinance 2025-3 An Ordinance Rezoning 0.90 Acres Located at 251 Church Street from the R-1C (Single Family Residential) Zone Designation to the R-4 (High Density Residential) Zone Designation, as follows:

## CITY OF VERSAILLES ORDINANCE NO. 2025-3

TITLE: AN ORDINANCE REZONING 0.090 ACRES LOCATED AT 251 CHURCH STREET FROM THE R-1C (SINGLE FAMILY RESIDENTIAL) ZONE DESIGNATION TO THE R-4 (HIGH DENSITY RESIDENTIAL) ZONE DESIGNATION.

WHEREAS, on February 24, 2025, the Versailles-Midway-Woodford County Planning and Zoning Commission recommended to the Versailles City Council that the 0.090 acres located at 251 Church Street that is presently zoned R-1C (Single Family Residential) be rezoned to the R-4 (High Density Residential) zone designation; and

WHEREAS, at its regular meeting held on March 18, 2025, the City Council has elected to adopt the Findings of Fact and Recommendations of the Planning Commission regarding said zone change,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF VERSAILLES, KENTUCKY as follows:

Section 1. The property subject to this zone change consists of 0.090 acres designated as 251 Church Street, Versailles, Kentucky (PVA Parcel # 30-5010-014-00). The property subject to this zone change is shown on the survey of Heath Land Surveying, LLC prepared by Zachary W. Heath, LPS, included as Exhibit B in the records of the proceedings before the Planning and Zoning Commission.

Section 2. The zone designation for the property described above is hereby changed from the R-1C (Single Family Residential) to the R-4 (High Density Residential) zone designation.

Section 3. The Zoning Map of the City of Versailles shall be amended to reflect the zoning changes contained in this ordinance.

Section 4. This Ordinance shall become effective after the date of its passage and publication as required by law.

Introduced and given first reading at a meeting of the City Council of the City of Versailles, Kentucky, held on the 1st day of April, 2025, and fully adopted after the second reading at a meeting of said Council held on the 8th day of April, 2025.

|         | CITY OF VERSAILLES |
|---------|--------------------|
| ATTEST: | LAURA DAKE, MAYOR  |

ELIZABETH REYNOLDS, CITY CLERK

MOTION BY SIEGELMAN, SECONDED BY BRADLEY TO APPROVE AND ADOPT ORDINANCE 2025-3 AN ORDINANCE REZONING 0.090 ACRES LOCATED AT 251 CHURCH STREET FROM THE R-1C (SINGLE FAMILY RESIDENTIAL) ZONE DESIGNATION TO THE R-4 (HIGH DENSITY RESIDENTIAL) ZONE DESIGNATION.

The vote was as follows: Bradley, Johnson, Jones, and Siegelman voting aye. Council members Bingham and Miller voted nav.

APRIL 8, 2025
PAGE TWO
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

At the request of Council member Siegelman, City Attorney Moore provided second reading of Ordinance 2025-4 An Ordinance Authorizing the City to Establish That Fees May Be Charged for the Use of the Versailles Market and Entertainment District and Policies for Use of The District, as follows:

#### CITY OF VERSAILLES ORDINANCE NO. 2025-4

TITLE: AN ORDINANCE AUTHORIZING THE CITY TO ESTABLISH THAT FEES MAY BE CHARGED FOR THE USE OF THE VERSAILLES MARKET AND ENTERTAINMENT DISTRICT AND THE POLICIES FOR USE OF THE DISTRICT.

Whereas, the City Council has determined that it is necessary and appropriate for the City to establish a schedule of fees for use of the Versailles Market and Entertainment District and rules for the use of the District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VERSAILLES, KENTUCKY as follows:

Section 1. There is hereby levied fees for the use of Versailles Market and Entertainment District which may be charged for any event that is not sponsored by the City.

Section 2. The fee schedule for use of the Versailles Market and Entertainment District shall be set by Municipal Order.

Section 3. The City may also adopt by Municipal Order policies regarding the use of the Versailles Market and Entertainment District.

Section 4. This ordinance shall become effective after passage and publication as required by law.

Introduced and given first reading at a meeting of the City Council of the City of Versailles, Kentucky, held on the 1st day of April, 2025, and fully adopted after the second reading at a meeting of said Council held on the 8th day of April, 2025.

| CITY OF VERSAILLES |  |
|--------------------|--|
| LAURA DAKE, MAYOR  |  |

ATTEST:

**ELIZABETH REYNOLDS, CITY CLERK** 

MOTION BY SIEGELMAN, SECONDED BY JONES TO APPROVE AND ADOPT ORDINANCE 2025-4 AN ORDINANCE AUTHORIZING THE CITY TO ESTABLISH THAT FEES MAY BE CHARGED FOR THE USE OF THE VERSAILLES MARKET AND ENTERTAINMENT DISTRICT AND POLICIES FOR USE OF THAT DISTRICT.

The vote was as follows: Bingham, Bradley, Johnson, Jones, Miller, and Siegelman voting aye.

At the request of Council member Miller, City Attorney Moore provided second reading of Ordinance 2025-5 An Ordinance Amending Chapter 75 of the Code of Ordinances to Designate the Mayor, or the Mayor's Designee, as the City Officer Responsible for Issuance of Parade Permits, as follows:

#### CITY OF VERSAILLES ORDINANCE NO. 2025-5

TITLE: AN ORDINANCE AMENDING CHAPTER 75 OF THE CODE OF ORDINANCES TO DESIGNATE THE MAYOR, OR THE MAYOR'S DESIGNEE, AS THE CITY OFFICER RESPONSIBLE FOR ISSUANCE OF PARADE PERMITS

WHEREAS, Chapter 75 of the Versailles Code of Ordinances currently specifies that the Chief of Police is the City Officer responsible for issuance of parade permits; and

WHEREAS, the City Council has determined that the appropriate City Officer for issuance of such permits is the Mayor, or the person so designated by the Mayor;

APRIL 8, 2025
PAGE THREE
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF VERSAILLES, KENTUCKY as follows:

Section 1. Section 75.02 of the Code of Ordinances is hereby amended as follows:

#### § 75.02 PERMITS.

It shall be unlawful for any person to conduct an event upon any public street, sidewalk or alley in the city or knowingly participate in any such event unless and until a permit to conduct such an event has been obtained from the Chief of Police Mayor, or the Mayor's designee, or as hereinafter provided, from the City Council.

Section 2. Section 75.03 of the Code of Ordinances is hereby amended as follows:

#### § 75.03 COMMERCIAL PURPOSES.

No permit shall be issued authorizing the conduct of an event which the Chief of Police Mayor, or the Mayor's designee, finds is proposed to be held for the sole purpose of advertising any product, goods, wares, merchandise, or business which is designed to be held purely for private profit.

Section 3. Section 75.04 of the Code of Ordinances is hereby amended as follows:

#### § 75.04 INTERFERENCE.

No person shall knowingly join or participate in any event conducted under permit from the Chief of Police Mayor, or the Mayor's designee, in violation of any of the terms of said permit, nor knowingly join or participate in any permitted event without the consent and over the objection of the permittee, or in any manner interfere with its progress or orderly conduct.

Section 4. Section 75.05 of the Code of Ordinances is hereby amended as follows:

#### § 75.05 APPLICATION FOR PERMIT.

Any person who wants to conduct an event shall apply to the Chief of Police Mayor, or the Mayor's designee, for a permit at least thirty (30) days in advance of the date of the proposed event. The Chief of Police Mayor, or the Mayor's designee, may at his or her discretion, consider any application for a permit to conduct an event which is filed less than thirty (30) days prior to the date such event is to be conducted. The application for such permit shall be made in writing on a form approved by the Chief of Police Mayor, or the Mayor's designee. In order that adequate arrangements may be made for the proper policing of the event, the application shall contain the following information:

- (A) The name of applicant, the sponsoring organization, event chairperson and the addresses and telephone numbers of each.
- (B) The purpose of the event, the date when it is proposed to be conducted, the location of the assembly area, the location of the disbanding area, route to be traveled and the approximate time when the event will assemble, start and terminate.
- (C) A description of the individual floats, marching units, vehicles, bands, including a description of any sound amplification equipment to be used.
  - (D) An estimate of the number of participants, vendors, performers, and attendees.
- (E) A list of vendors who will be providing food or alcoholic beverages and, if alcoholic beverages are to be provided, the accompanying approval by the Mayor for a temporary event license detailing where alcoholic beverages may be sold and consumed in a public space.
- (F) Such other information as the Chief of Police Mayor, or the Mayor's designee, may deem reasonably necessary.
- (G) Prior to the issuance of the permit, the applicant shall obtain from the city a business license and shall pay the business license fee, if applicable, as required under the city's Code of Ordinances. Each individual participating as vendor shall also obtain a business license from the City of Versailles, although vendors whose sole business in Versailles is participating in city-sponsored events shall be permitted to operate at such event without a business license.
- (H) Indemnification. The person seeking a permit for any event shall sign a hold harmless indemnity agreement provided by the city wherein such person(s) shall agree to indemnify the city and hold it harmless from any damage to city property incurred during the event and from any claim made against the city which was incurred during and as part of such event. The person seeking the permit shall also provide a signed hold harmless indemnity agreement from each food and alcohol vendor that will be participating in the event. Events that are not city-sponsored shall also require certificates of insurance from vendors. The City Clerk shall have the authority in his or her reasonable

APRIL 8, 2025
PAGE FOUR
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

discretion to require such a person to have issued a general liability insurance policy or bond wherein the city is insured with such coverage as determined by the City Clerk.

(I) Conditions of Permit. The person seeking an event permit shall agree to inform other participants of the conditions surrounding issuance of the permit.

Section 5. Section 75.06 of the Code of Ordinances is hereby amended as follows:

#### § 75.06 ISSUANCE OR DENIAL OF PERMIT.

The Chief of Police Mayor, or the Mayor's designee, shall issue an event permit conditioned upon the applicant's written agreement to comply with the terms of such permit unless the Chief of Police Mayor, or the Mayor's designee, finds that:

- (A) The time, route and size of the event will disrupt to an unreasonable extent the movement of the other traffic;
  - (B) The event is not a city-sponsored event and blocks a main thoroughfare;
- (C) The event is of a size or nature that requires the diversion of so great a number of police officers of the city to properly police event areas and the areas contiguous thereto would deny reasonable police protection to the city, or block the flow of emergency vehicles;
- (D) Such event will interfere with another event for which a permit has been issued or is anticipated to be issued;
  - (E) The permit application is incomplete or contains false information;
- (F) The Chief of Police Mayor, or the Mayor's designee, determines the event to be overly burdensome on businesses or residents.

Section 6. Section 75.08 of the Code of Ordinances is hereby amended as follows:

#### § 75.08 APPEAL PROCEDURE.

- (A) Upon a denial by the Chief of Police Mayor, or the Mayor's designee, of an application made pursuant to § 75.05 of this chapter, the applicant for an event permit may appeal from the determination of the Chief of Police Mayor, or the Mayor's designee, within five (5) days thereafter to the City Council by filing a written notice of appeal for hearing by the City Council at its next meeting. Upon such appeal, the City Council may reverse, affirm or modify in any regard the determination of the Chief of Police Mayor, or the Mayor's designee.
- (B) Any party aggrieved by the decision of the Chief of Police Mayor, or the Mayor's designee, to issue an event permit under this chapter may also appeal from the determination of the Chief of Police Mayor, or the Mayor's designee, by filing a written notice of the appeal for hearing by the City Council at its next meeting. Notice of such hearing shall be mailed to the party to whom the permit was issued. Upon such appeal, the City Council may reverse, affirm, or modify the determination of the Chief of Police Mayor, or the Mayor's designee.

Section 7. Section 75.09 of the Code of Ordinances is hereby amended as follows:

#### § 75.09 OFFICIALS TO BE NOTIFIED.

Immediately upon the granting of a permit for an event, the Chief of Police Mayor, or the Mayor's designee, shall send a copy thereof to the following:

- (A) The Mayor.
- (B) The City Clerk.
- (C) The Police Chief.
- (C) (D) The Fire Chief.
- (D) (E) The City Attorney.
- (E) (F) The Public Works Director.
- (G) The City Council.

Section 8. Section 75.10 of the Code of Ordinances is hereby amended as follows:

#### § 75.10 REVOCATION OF PERMIT.

Any permit for an event issued pursuant to this chapter may be summarily revoked by the Chief of Police Mayor, or the Mayor's designee, at any time when the reason of disaster, public calamity, riot or other emergency, the Chief of Police Mayor, or the Mayor's designee, determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or by certified mail.

APRIL 8, 2025
PAGE FIVE
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

Section 9. This Ordinance shall become effective after the date of its passage and publication as required by law.

Introduced and given first reading at a meeting of the City Council of the City of Versailles, Kentucky, held on the 1st day of April, 2025, and fully adopted after the second reading at a meeting of said Council held on the 8th day of April, 2025.

|                   | CITY OF VERSAILLES |  |
|-------------------|--------------------|--|
| LAURA DAKE, MAYOR | TAUDA DAIZE MANOD  |  |

ATTEST:

**ELIZABETH REYNOLDS, CITY CLERK** 

MOTION BY BRADLEY, SECONDED BY SIEGELMAN TO APPROVE AND ADOPT ORDINANCE 2025-5 AN ORDINANCE AMENDING CHAPTER 75 OF THE CODE OF ORDINANCES TO DESIGNATE THE MAYOR, OR THE MAYOR'S DESIGNEE, AS THE CITY OFFICER RESPONSIBLE FOR ISSUANCE OF PARADE PERMITS.

The vote was as follows: Bingham, Bradley, Johnson, Jones, Miller, and Siegelman voting aye.

Mayor Dake presented Municipal Order 2025-10 which sets hourly facility fees for the use of the Versailles Market and Entertainment District based on four different tiers. The tiers are based on criteria including whether there will be sales, alcohol, admission or registration fees, etc. The municipal order sets a refundable deposit amount for each tier as well as additional district fees including cleaning services, sound technician, police, etc. Mayor Dake noted that qualifying non-profit organization can receive a 50% discount on facility fees.

MOTION BY MILLER, SECONDED BY JOHNSON TO APPROVE AND ADOPT MUNICIPAL ORDER 2025-10 ESTABLISHING FEES FOR THE USE OF THE VERSAILLES MARKET AND ENTERTAINMENT DISTRICT.

The vote was as follows: Bingham, Bradley, Johnson, Jones, Miller, and Siegelman voting aye.

City Engineer Mary Beth Robson presented the bids received for the Kroger Way Extension project. Ms. Robson provided a diagram of the planned extension which includes two roundabouts. She noted that it is a grant funded project and must be completed by September 30, 2025. The bids were received as follows:

|                            | Base Bid       | Alternate #1   |
|----------------------------|----------------|----------------|
| Delmae                     | \$1,031,363.00 | \$1,076,953.00 |
| Flynn Brothers             | \$1,078,104.25 | \$1,124,276.25 |
| The Allen Company          | \$1,099,857.34 | \$1,135,019.84 |
| Rame Contracting           | \$1,169,912.50 | \$1,240,722.50 |
| <b>Woodford Excavating</b> | \$1,272,910.65 | \$1,305,289.25 |
| C&R Asphalt                | \$1,279,543.50 | \$1,315,433.50 |

Ms. Robson stated that the base bid included asphalt for the multi-use path and the alternate substituted concrete. She stated that they are recommending the low bid as presented by Delmae, a woman owned company out of London, Kentucky. She noted that they are prequalified with the Kentucky Transportation Cabinet. Ms. Robson also stated that the bid specifications include conduits for lighting and that there should be grant funds remaining after the road is complete to do landscaping.

MOTION BY MILLER, SECONDED BY BINGHAM TO APPROVE AND ACCEPT THE BASE BID AS PRESENTED BY DELMAE, LLC FOR THE KROGER WAY EXTENSION PROJECT IN THE TOTAL AMOUNT OF \$1,031,363.00.

The vote was as follows: Bingham, Bradley, Johnson, Jones, Miller, and Siegelman voting aye.

APRIL 8, 2025
PAGE SIX
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

Council member Miller asked if the council would consider renaming the road at some point.

#### <u>Discussion – Short Term Rentals</u>

Mayor Dake opened the discussion noting that there have been a few conversations in the past about short term rentals (STRs) with differing opinions about them on the last two zone changes that were approved. She stated that the council disallowed short term rentals in R-1 and R-2 and a conditional use permit (CUP) in R-3 and R-4. Mayor Dake noted that the zone change that had second reading tonight was going from R-1C to R-4 so they could have a short term rental.

Council member Johnson stated that she would like to see more of a plan or understanding of where conditional use permits are being approved in R-3 and R-4. She stated that she is in favor of STRs within walking distance of downtown because it helps develop tourism but she also is sensitive to the fact that we don't want to lose our neighborhoods.

Council member Bingham stated that traditional neighborhoods need to stay traditional neighborhoods. She also noted that short term rentals should not be allowed on historical properties.

Mayor Dake noted that disallowing STRs in R-1 and R-2 has resulted in people requesting a zone change that allows them.

City Attorney Moore stated that the council has to approve a zone change but they do not approve a conditional use permit.

Council member Miller stated that traffic was an issue in the most recent zone change request but it could not be discussed or considered by the council because it wasn't discussed in the Planning Commission's hearing and therefore not part of the record.

City Attorney Moore suggested that the council do a text amendment to allow STRs in specific zones but not on certain named streets. He also noted that they could ask the Board of Adjustments to consider other issues when they meet about a zone change, such as traffic.

Council member Johnson stated that she would like to have quantitative information about the number of rentals needed for a city of our size. She mentioned trying to determine the average number rented during peak tourism season.

Council member Miller suggested that some properties in certain areas are being taken advantage of because of their lower price. She noted that the Housing Rescue Plan states that zoning should be used very specifically.

Mayor Dake suggested an ad hoc committee or task force, but the council expressed their preference to have the full council continue to discuss and consider their options related to STRs.

The Mayor and Council discussed a plan to gather information and continue the discussion at the May 13<sup>th</sup> Work Session. They determined that Council member Johnson would get a copy of the City of Lexington short term rental policy, Council member Miller would find out what STRs are registered in the city and county, Council member Bingham would get policies and information from surrounding cities and counties, and City Clerk Reynolds would get a list of all STRs currently reporting and paying business taxes.

Mayor Dake announced the recent passing of Public Works Director Bart Miller's father-in-law.

She thanked everyone for their offers of help, expressions of well wishes, and residents work helping to conserve water during the flood events. She noted that city and county employees have been outstanding. Mayor Dake stated that it had been determined that there were 250 damage points in Woodford County alone.

She stated that the Manufactured Housing Pilot Project on High Street will have Open House this weekend, Saturday and Sunday, 1:00pm – 3:00pm each day.

APRIL 8, 2025
PAGE SEVEN
MINUTES OF SPECIAL COUNCIL MEETING
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.

Mayor Dake announced that PlugSpot has begun their work installing EV charges in Versailles.

Johnny Mills, Emergency Management, praised Chief Rankin and the Versailles Fire Department for going by boat to every house in the flood path and documenting contact with every person that remained in their home.

Mr. Mills noted that this will be a long-term recovery with the extensive damage already reported.

He also praised Utilities Manager Mitzi Delius and her water and sewer staff.

Mayor Dake stated that Emergency Management Director Drew Chandler has asked anyone interested in volunteering to assist those affect to reach out to the local Red Cross, the Woodford County Salvation Army, or the Woodford Foundation.

Mayor Dake adjourned the meeting without objections.

|                                   | APPROVED:         |
|-----------------------------------|-------------------|
| ATTEST:                           | LAURA DAKE, MAYOR |
| ELIZABETH C. REYNOLDS, CITY CLERK |                   |

#### CITY OF VERSAILLES, KENTUCKY RESOLUTION 2025-6

# A RESOLUTION RECOGNIZING TELECOMMUNICATORS WEEK AND OUR LOCAL TELECOMMUNICATORS

WHEREAS, every April, we celebrate the people behind the headsets across the country, who respond to the public's emergency calls and dispatch law enforcement officers, firefighters and emergency medical personnel in times of crisis; and

WHEREAS, National Public Safety Telecommunicators Week (NPSTW) initially started in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California; and

WHEREAS, In 1994, President William J. Clinton signed Presidential Proclamation 6667, declaring the second week of April as NPSTW, when it officially became nationally celebrated; and

WHEREAS, telecommunicators work around the clock to connect their community's residents to emergency personnel who can assist them in their time of need; and

WHEREAS, this week is a time to celebrate and thank telecommunications personnel across the nation who serve our communities, citizens, and public safety personnel 24 hours a day, 7 days a week; and

WHEREAS, the City of Versailles is proud to recognize the telecommunicators who serve Woodford County for their outstanding commitment and dedicated service:

Christina Acke

Crystal Campbell

Rebekah Clover

Amy Earlywine

**April Gullett** 

**Beth Jones** 

Kristen Jordan

Diana Leininger

Haley Lynn

Kishma Smith

Albert Woodrum

WHEREAS, in response to the recent flooding, these telecommunicators performed expertly, managing the large volume of calls and coordinating between the multiple first responder agencies in the county; and

WHEREAS, Versailles Police Chief Rob Young states that he is proud of their efforts and what they do for all of Woodford County.

NOW THEREFORE BE IT RESOLVED BY THE VERSAILLES CITY COUNCIL, THE COMMUNITY THANKS YOU FOR ALL THE SACRIFICES YOU MAKE TO CREATE A BETTER AND SAFER WOODFORD COUNTY. YOUR COMMITMENT TO YOUR PROFESSION IS APPRECIATED BY THE PUBLIC SAFETY COMMUNITY AND BY THE CITIZENS YOU SERVE.

Approved and adopted by the Versailles City Council on the 15<sup>th</sup> day of April, 2025.

|                               | CITY OF VERSAILLES |  |
|-------------------------------|--------------------|--|
|                               | LAURA DAKE, MAYOR  |  |
| ATTEST:                       |                    |  |
|                               |                    |  |
| FLIZABETH REYNOLDS CITY CLERK | -                  |  |

## CITY OF VERSAILLES RESOLUTION 2025-7

#### RESOLUTION FY2026 MUNICIPAL ROAD AID

#### Incorporated City of VERSAILLES

Resolution adopting and approving the execution of a Municipal Aid Coop Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2025, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City.

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of VERSAILLES is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as

| follows:   |                                    |             |     |             |  |
|------------|------------------------------------|-------------|-----|-------------|--|
| AYES       | <u>S</u>                           |             |     | <u>NAYS</u> |  |
|            |                                    |             |     |             |  |
|            |                                    |             |     |             |  |
|            |                                    |             |     |             |  |
|            |                                    |             |     |             |  |
|            | TH OF KENTUCKY<br>CITY OF VERSAILL | ES          |     |             |  |
|            |                                    |             |     |             |  |
|            | is a true copy of the Ord          |             |     |             |  |
|            | , 2025.                            |             |     |             |  |
|            |                                    | <br>May     | vor |             |  |
| Attest:    |                                    | iviay       | voi |             |  |
| City Clerk |                                    | _           |     |             |  |
|            |                                    | Page 8 of 8 |     |             |  |
|            |                                    |             |     |             |  |

#### MUNICIPAL ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Legislative Body of the Incorporated City of VERSAILLES, Kentucky (the "City").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose ("Municipal Road Aid Funds"), and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds. The City's apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2025, this amount is \$241,888.51 (the "Apportionment"). The above referenced estimate is based on the most recent available data and

Page 1 of 8

is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

- 2. <u>Assignment of the Apportionment</u>. The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2026.
- 3. <u>Distribution of Municipal Road Aid Funds</u>. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows:
- a. <u>First Distribution</u>. The Department shall initially distribute to the City sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$140,779.
- b. <u>Second Distribution</u>. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the City, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.
- c. <u>Final Distribution</u>. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).
- 4. <u>Emergency Fund</u>. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may

disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

- 6. <u>Use of Municipal Road Aid Funds</u>. The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).
- 7. Rights of Way. The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.
- 8. <u>Indemnification</u>. The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.
- 9. <u>Reimbursement of Losses</u>. The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.
- 10. <u>Termination of Agreement</u>. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unpaid portion of the Apportionment from the Finance and Administration Cabinet.

11. Access to Records. The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. <u>Authorization</u>. The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. <u>Choice of Law and Venue</u>. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

| INCORPORATED CITY OF City of VERSAILLES  |       |
|--|-------|
| ·  |       |
| BY:  | Date: |
| Chief Executive Officer (Mayor)  |       |
| (For Kentucky Transportation Cabinet use only)   |       |
| DEPARTMENT OF RURAL AND MUNICIPAL AID<br>OFFICE OF RURAL & SECONDARY ROADS               |       |
| BY:Commissioner  | Date: |
| APPROVED AS TO FORM AND LEGALITY:  |       |
|  |       |
| BY: Office of Legal Services   | Date: |
| Office of Legal Services   |       |
| Office of Legal Services   |       |
| COMMONWEALTH OF KENTUCKY   |       |
| COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET BY:                                      | Date: |
| Office of Legal Services  COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET  BY: Secretary | Date: |

----

## CITY OF VERSAILLES, KENTUCKY RESOLUTION 2025-8

TITLE: A RESOLUTION EXPRESSING SUPPORT FOR A COMMUNITY PROJECT FUNDING REQUEST FOR TRANSPORTATION AND UTILITY INFRASTRUCTURE SERVICING PROPERTY OWNED BY THE CITY OF VERSAILLES

WHEREAS, Congressman Andy Barr has solicited ideas for CPF opportunities for the City of Versailles; and

WHEREAS, there is an economic development opportunity that realizes Congressman Barr's goal of spurring the creation of jobs; and

WHEREAS, the construction of access roads and installation of water and sewer infrastructure is a sizable investment that is necessary to maximize the economic impact of the development of Edgewood; and

WHEREAS, the Versailles City Council recognizes that outside funding is necessary to bring this project to reality in a timely manner.

NOW THERERFORE BE IT RESOLVED that the Versailles City Council directs the Mayor to work with the city's economic development consultant to complete an application for Community Project Funding for infrastructure improvements servicing Edgewood.

Approved and adopted by the Versailles City Council on the 15<sup>th</sup> of April, 2025.

|                                | CITY OF VERSAILLES |  |
|--------------------------------|--------------------|--|
|                                | LAURA DAKE, MAYOR  |  |
| ATTEST:                        |                    |  |
| ELIZABETH REYNOLDS. CITY CLERK |                    |  |

## **QUOTES – VPD FLOORING**

April 15, 2025

| COMPANY               | AMOUNT      |
|-----------------------|-------------|
| RODGERS FLOORCOVERING | \$12,445.24 |

**Rodgers Floorcovering** 119 Crossfield Drive Versailles KY 40383 859-873-3311

Fax: 859-873-4760



Proposal #: SaleDate: 62556

03/11/2025

Next Install: Sales Rep:

Mike Verhey

| SOLD TO:  | SHIPPED TO |
|---|------------|
| Versailles Police Dept<br>239 North Main St<br>Versailles, Ky 40383 |            |
|   |            |

| QUA      | NTITY    |   |   | PRICE                                | TOTAL  |
|----------|----------|---|---|--------------------------------------|--|
| 1,004.85 | SqFt     | J&J Into The Woods<br>LVP Flooring (5millimeter Thick - 20 mill wear                                  | TBS<br>r layer)                             | \$5.38                               | \$5,406.09                                     |
| 1.00     | Each     | J&J Nexus Adhesive (4gal)<br>LVP Adhesive   |   | \$284.00                             | \$284.00                                       |
| 913.50   | SqFt     | Miscellaneous labor<br>Remove Existing Glued Carpet and Prep Floo<br>Partitions In Place)             | or For LVP (Labor To Cut Around Or Raise    | \$2.50                               | \$2,283.75                                     |
| 1,004.85 | SqFt     | LVP/LVT installation<br>Install New LVP Flooring (Labor To Cut Arour<br>Under)                        | nd or Raise Partitions In Place and Install | \$4.00                               | \$4,019.40                                     |
| 80.00    | LnFt     | Shoe mold<br>Stained Shoe Molding   | Stained White Oak - TBS                     | \$1.50                               | \$120.00                                       |
| 80.00    | LnFt     | Shoemold stained<br>Install Stained Shoe Molding  |   | \$1.00                               | \$80.00  |
| 2.00     | Each     | Transition Strips to Carpet 12'<br>Transition Strips For Doorways To Carpet                           | Black                                       | \$36.00                              | \$72.00  |
| 4.00     | Each     | Transition Strips To VCT Transition Strips To VCT   | Black                                       | \$36.00                              | \$144.00                                       |
| 1.00     | Each     | Transtition Strip To Coated Concrete Transition Strip To Coated Concrete                              | Black                                       | \$36.00                              | \$36.00  |
|          |          |   |   | Total .                              | \$12,445.24                                    |
| Comments | s: If Us | e: J&J: Into the Woods<br>3 millimeter Thick - 20 Mill wear la<br>@ \$3.98 sqft deduct \$1827.00 from |   | SubTotal: Misc Chg: Total: Payments: | \$12,445.24<br>\$0.00<br>\$12,445.24<br>\$0.00 |
| **** W   | VE CA    | N NOT BE RESONSIBLE FOR BENT OF   | R BROKEN CLIPS ****                         | Balance:                             | \$12,445.24                                    |

#### ADDITIONAL POLICIES

# THE POLICIES LISTED BELOW ARE STANDARD FOR OUR INDUSTRY. SINCE FLOOR COVERING IS A MAJOR PURCHASE, WE WANT TO AVOID ANY MISUNDERSTANDINGS ABOUT WHAT TO EXPECT, AND HOPEFULLY ASSIST YOU IN SELECTING THE PROPER FLOOR COVERING FOR YOUR NEEDS.

- 1. SEAMS Our professional installers use the best equipment and methods to seam your floors. However, carpet seams are often not totally invisible, especially if they are in low cut pile or berber loop carpets. Vinyl seams may be visible due to seam sealers and will be more noticeable if the vinyl pattern has no continuous grout lines. If you want specific seam placement or want your flooring to run a specific direction, please inform your salesperson.
- 2. STAINING Many of the carpets sold today are warranted against staining. These warranties carry certain exclusions and are not warrantied by Rodgers Floorcovering. We will be happy to furnish you with the complete manufacturer's warranties.
- 3. MATTING & CRUSHING Matting and crushing are not considered to be manufacturing defects. We will be happy to recommend the product that will best fit your needs, however, performance and appearance retention are dependent on the care and maintenance by the consumer.
- 4. FOOTPRINTS & SHADING All carpets show shading and footprints. Some constructions show color highlights more than others. We will be happy to show you the latest in styling to fit your needs.
- 5. SHEDDING Your new carpet may shed and fuzz the first several months. The use of a good upright vacuum cleaner will eventually remove most of the excess fibers. However, even the most expensive carpets will continue to shed to some degree.
- 6. CARE & MAINTENANCE Carpet is a great investment in your home, and like most investments, it needs your attention. Heavy traffic areas should be vacuumed with an upright vacuum cleaner at least twice a week, and all spills should be removed immediately.
- 7. COLOR VARIANCE It is a fact of life in the flooring business that products may vary in color from the samples. Our manufacturers adhere to strict guidelines. However, there can be some variance in color.
- 8. CHEMICALS Chemicals can damage your flooring. Pesticides, acne medication, plant foods, and certain household products such as bleach, shoe polish, etc., contain substances that can permanently damage your flooring. Please be extra careful when using these products.
- 9. PAINT The nature of carpet installation will require touch up of painted surfaces, especially dark colors. You should plan on touch up painting or applying another coat of paint after the installation.
- 10. QUARTER ROUND We are not responsible for breakage of existing Quarter Round.
- 11. TEMPERATURE Your house must be heated to 70°, 48 hours before, during, and 48 hours after installation. Temperature should never go below 55°.
- 12. SUB FLOORING We do not guarantee the sub-floor of any kind unless we installed said sub-floor.
- 12. DOORS We do not cut off doors, unless contracted to do so.
- 14. COVE BASE Cove base must be replaced with new or we are not responsible.
- 15. ASBESTOS We do not take up vinyl or tile floors due to asbestos concerns, unless said vinyl or tile has been tested and found to be asbestos free.
- 16. SECURITY WARNING We cannot be responsible for security system wiring, etc., unless we have been informed of the locations in advance in writing.
- 17. INCIDENTAL CHARGES Floor covering is a construction type business. We cannot guarantee the amount of time any job may take. We will attempt to start and finish on time but cannot be responsible for your incidental charges such as lost wages or inconvenience.
- 18. PLUMBING We are not responsible for plumbing leaks or failures. Reinstalling of ice maker water lines or toilets may require a plumber if fittings or seals will not properly reseat after installation. We will not be responsible for any charges incurred for plumbing repair.
- 19. AVAILABILITY Subject to product availability; seller may cancel if costs increase, product not available, or balance not paid on demand.

I have read and understand the above policies. My signature on the CONTRACT AGREEMENT implies acceptance of the above policies.

**Rodgers Floorcovering** 119 Crossfield Drive Versailles KY 40383 859-873-3311

Fax: 859-873-4760

Proposal #: SaleDate: 62556

03/11/2025

Mike Verhey

Next Install:

Sales Rep:

| <br> | <br> |  |
|------|------|--|
|      |      |  |
|      |      |  |

| SOLD TO:  | _SHIPPED TO |
|---|-------------|
| Versailles Police Dept<br>239 North Main St<br>Versailles, Ky 40383 |             |
|   |             |

| QUA      | NTITY    |   |  | PRICE   | TOTAL )  |
|----------|----------|---|--|---|--|
| 1,004.85 | SqFt     | J&J Into The Woods<br>LVP Flooring (5millimeter Thick - 20 mill wear I                                    | TBS<br>layer)                              | \$5.38  | \$5,406.09                                     |
| 1.00     | Each     | J&J Nexus Adhesive (4gal)<br>LVP Adhesive   |  | \$284.00                                      | \$284.00                                       |
| 913.50   | SqFt     | Miscellaneous labor<br>Remove Existing Glued Carpet and Prep Floor<br>Partitions In Place)                | For LVP (Labor To Cut Around Or Raise      | \$2.50  | \$2,283.75                                     |
| 1,004.85 | SqFt     | LVP/LVT installation Install New LVP Flooring (Labor To Cut Around Under)                                 | d or Raise Partitions In Place and Install | \$4.00  | \$4,019.40                                     |
| 80.00    | LnFt     | Shoe mold<br>Stained Shoe Molding   | Stained White Oak - TBS                    | \$1.50  | \$120.00                                       |
| 80.00    | LnFt     | Shoemold stained<br>Install Stained Shoe Molding  |  | \$1.00  | \$80.00  |
| 2.00     | Each     | Transition Strips to Carpet 12'<br>Transition Strips For Doorways To Carpet                               | Black                                      | \$36.00                                       | \$72.00  |
| 4.00     | Each     | Transition Strips To VCT<br>Transition Strips To VCT  | Black                                      | \$36.00                                       | \$144.00                                       |
| 1.00     | Each     | Transtition Strip To Coated Concrete<br>Transition Strip To Coated Concrete                               | Black                                      | \$36.00                                       | \$36.00  |
|          |          |   |  | Total   | \$12,445.24                                    |
| Comments | s: If Us | se: J&J: Into the Woods<br>3 millimeter Thick - 20 Mill wear lay<br>@ \$3.98 sqft deduct \$1827.00 from t |  | SubTotal:<br>Misc Chg:<br>Total:<br>Payments: | \$12,445.24<br>\$0.00<br>\$12,445.24<br>\$0.00 |
| **** V   | VE CA    | N NOT BE RESONSIBLE FOR BENT OR   | BROKEN CLIPS ****                          | Balance:                                      | \$12,445.24                                    |

#### ADDITIONAL POLICIES

# 'THE POLICIES LISTED BELOW ARE STANDARD FOR OUR INDUSTRY. SINCE FLOOR COVERING IS A MAJOR PURCHASE, WE WANT TO AVOID ANY MISUNDERSTANDINGS ABOUT WHAT TO EXPECT, AND HOPEFULLY ASSIST YOU IN SELECTING THE PROPER FLOOR COVERING FOR YOUR NEEDS.

- 1. SEAMS Our professional installers use the best equipment and methods to seam your floors. However, carpet seams are often not totally invisible, especially if they are in low cut pile or berber loop carpets. Vinyl seams may be visible due to seam sealers and will be more noticeable if the vinyl pattern has no continuous grout lines. If you want specific seam placement or want your flooring to run a specific direction, please inform your salesperson.
- 2. STAINING Many of the carpets sold today are warranted against staining. These warranties carry certain exclusions and are not warrantied by Rodgers Floorcovering. We will be happy to furnish you with the complete manufacturer's warranties.
- 3. MATTING & CRUSHING Matting and crushing are not considered to be manufacturing defects. We will be happy to recommend the product that will best fit your needs, however, performance and appearance retention are dependent on the care and maintenance by the consumer.
- 4. FOOTPRINTS & SHADING All carpets show shading and footprints. Some constructions show color highlights more than others. We will be happy to show you the latest in styling to fit your needs.
- 5. SHEDDING Your new carpet may shed and fuzz the first several months. The use of a good upright vacuum cleaner will eventually remove most of the excess fibers. However, even the most expensive carpets will continue to shed to some degree.
- 6. CARE & MAINTENANCE Carpet is a great investment in your home, and like most investments, it needs your attention. Heavy traffic areas should be vacuumed with an upright vacuum cleaner at least twice a week, and all spills should be removed immediately.
- 7. COLOR VARIANCE It is a fact of life in the flooring business that products may vary in color from the samples. Our manufacturers adhere to strict guidelines. However, there can be some variance in color.
- 8. CHEMICALS Chemicals can damage your flooring. Pesticides, acne medication, plant foods, and certain household products such as bleach, shoe polish, etc., contain substances that can permanently damage your flooring. Please be extra careful when using these products.
- 9. PAINT The nature of carpet installation will require touch up of painted surfaces, especially dark colors. You should plan on touch up painting or applying another coat of paint after the installation.
- 10. QUARTER ROUND We are not responsible for breakage of existing Quarter Round.
- 11. TEMPERATURE Your house must be heated to 70°, 48 hours before, during, and 48 hours after installation. Temperature should never go below 55°.
- 12. SUB FLOORING We do not guarantee the sub-floor of any kind unless we installed said sub-floor.
- 12. DOORS We do not cut off doors, unless contracted to do so.
- 14. COVE BASE Cove base must be replaced with new or we are not responsible.
- 15. ASBESTOS We do not take up vinyl or tile floors due to asbestos concerns, unless said vinyl or tile has been tested and found to be asbestos free.
- 16. SECURITY WARNING We cannot be responsible for security system wiring, etc., unless we have been informed of the locations in advance in writing.
- 17. INCIDENTAL CHARGES Floor covering is a construction type business. We cannot guarantee the amount of time any job may take. We will attempt to start and finish on time but cannot be responsible for your incidental charges such as lost wages or inconvenience.
- 18. PLUMBING We are not responsible for plumbing leaks or failures. Reinstalling of ice maker water lines or toilets may require a plumber if fittings or seals will not properly reseat after installation. We will not be responsible for any charges incurred for plumbing repair.
- 19. AVAILABILITY Subject to product availability; seller may cancel if costs increase, product not available, or balance not paid on demand.

I have read and understand the above policies. My signature on the CONTRACT AGREEMENT implies acceptance of the above policies.

### QUOTES – VFD ¾ TON TRUCK

April 15, 2025

| COMPANY           | AMOUNT      |
|-------------------|-------------|
| GARY YEOMANS FORD | \$53,301.80 |
| JACK KAIN FORD    | \$52,175.00 |



Preview Order N152 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/21/2025 16:41:59 Receipt: 3/21/202

Dealership Name: Gary Yeomans Ford Frankfort

| Dealer Rep.   | derrick napier | Туре          | Fleet | Vehicle Line | Superduty | Order Code  | N152 |
|---------------|----------------|---------------|-------|--------------|-----------|-------------|------|
| Customer Name | VersaillesFD   | Priority Code | D2    | Model Year   | 2025      | Price Level | 525  |

| DESCRIPTION                    | MSRP        | DESCRIPTION M                  | SRP         |
|--------------------------------|-------------|--------------------------------|-------------|
| F250 4X4 CREW CAB PICKUP/160   | \$51890     | REAR PARKING SENSORS           | <b>\$</b> 0 |
| 160 INCH WHEELBASE             | \$0         | .360-DEGREE CAMERA PACKAGE     | \$0         |
| TOTAL BASE VEHICLE             | \$51890     | .CLOTH 40/20/40 SEAT           | \$0         |
| AGATE BLACK                    | \$0         | PLATFORM RUNNING BOARDS        | \$445       |
| MEDIUM DARK SLATE              | \$0         | 10500# GVWR PACKAGE            | \$0         |
| PREFERRED EQUIPMENT PKG.600A   | \$0         | 50 STATE EMISSIONS             | \$0         |
| .XL TRIM                       | \$0         | SPARE TIRE AND WHEEL           | \$0         |
| .AIR CONDITIONING CFC FREE     | \$0         | ROOF CLEARANCE LIGHTS          | \$95        |
| .AM/FM STEREO MP3/CLK          | \$0         | JACK                           | \$0         |
| 7.3L DEVCT NA PFI V8 ENGINE    | \$1000      | UPFITTER SWITCHES              | \$230       |
| 10-SPEED AUTO TORQSHIFT-G      | \$0         | 190AMP(GAS)/250AMP(6.7L) ALTR  | \$0         |
| 3.73 RATIO NON LTD SLIP AXLE   | <b>\$</b> 0 | PRICE CONCESSION INDICATOR     | \$0         |
| JOB #1 ORDER                   | \$0         | REMARKS TRAILER                | \$0         |
| FORD FLEET SPECIAL ADJUSTMENT  | \$0         | XL DRIVER ASSIST PACKAGE       | \$0         |
| STX APPEARANCE PACKAGE         | \$5115      | SPECIAL DEALER ACCOUNT ADJUSTM | \$0         |
| .LT275/70R18E BSW ALL TERRAIN  | <b>\$</b> 0 | SPECIAL FLEET ACCOUNT CREDIT   | \$0         |
| .BLIS (BLIND SPOT INFO SYSTEM) | \$0         | FUEL CHARGE                    | \$0         |
| .EBONY BLACK ALUM WHLS-18"     | <b>\$</b> 0 | NET INVOICE FLEET OPTION (B4A) | \$0         |
| LED BOX LIGHTING               | \$0         | PRICED DORA                    | \$0         |
| .PAYLOAD PACKAGE UPGRADE       | \$0         | ADVERTISING ASSESSMENT         | \$0         |
|                                |             | DESTINATION & DELIVERY \$2     | 2095        |
|                                |             |                                |             |
|                                |             | M                              | SRP         |
| TOTAL BASE AND OPTIONS         |             | \$60                           | 0870        |
| STX APPEARANCE PKG             |             | \$-1                           | 1000        |
| TOTAL                          |             | \$59                           | 9870        |
|                                |             |                                |             |

Your Price: \$53,301.80

Sales Code: F47755

ORDERING FIN: QM507 END USER FIN: QM507 PO NUMBER: undefined

#### INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 14-973S Description: undefined Concession Amount: \$-1600.00



Preview Order COOV - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 04/01/2025 17:39:56 Receipt: 3/27/2025

Dealership Name: Jack Kain Ford, Inc.

Sales Code: F47112

| Dealer Rep. Patrick Kain    | Туре         | Fleet | Vehicle Line | Superduty | Order Code  | coov |
|-----------------------------|--------------|-------|--------------|-----------|-------------|------|
| Customer Name Ver Fire Dept | Priority Cod | de D4 | Model Year   | 2025      | Price Level | 525  |

| DESCRIPTION                             | MSRP    | DESCRIPTION                    | MSRP   |
|---|---------|--------------------------------|--------|
| F250 4X4 CREW CAB PICKUP/150            | \$51890 | LED BOX LIGHTING               | \$c    |
| 160 INCH WHEELBASE                      | \$0     | .PAYLOAD PACKAGE UPGRADE       | \$0    |
| TOTAL BASE VEHICLE                      | \$51890 | REAR PARKING SENSORS           | \$0    |
| AGATE BLACK                             | \$0     | .360-DEGREE CAMERA PACKAGE     | \$0    |
| MEDIUM DARK SLATE                       | \$0     | .CLOTH 40/20/40 SEAT           | \$0    |
| PREFERRED EQUIPMENT PKG.600A            | \$0     | 105CO# GVWR PACKAGE            | \$0    |
| .XLTRIM                                 | \$0     | 50 STATE EMISSIONS             | \$0    |
| .AIR CONDITIONING — CFC FREE            | \$0     | SPARE TIRE AND WHEEL           | \$0    |
| .AM/FM STEREO MP3/CLK                   | \$0     | JACK                           | \$0    |
| .6.8L DEVCT NA PFI V8 ENGINE 7.3 V8 ENS | \$0     | PRICE CONCESSION INDICATOR     | \$0    |
| 10-SPEED AUTO TOROSHIFT-G               | \$0     | REMARKS TRAILER                | \$0    |
| 3.73 RATIO NON LTD SLIP AXLE            | \$0     | XL DRIVER ASSIST PACKAGE       | \$0    |
| JOB #1 ORDER                            | \$0     | SPECIAL DEALER ACCOUNT ADJUSTM | \$0    |
| FORD FLEET SPECIAL ADJUSTMENT           | \$0     | SPECIAL FLEET ACCOUNT CREDIT   | \$0    |
| FRONT LICENSE PLATE BRACKET             | \$0     | FUEL CHARGE                    | \$0    |
| STX APPEARANCE PACKAGE                  | \$5115  | NET INVOICE FLEET OPTION (B4A) | \$c    |
| .LT275/70R18E BSW ALL TERRAIN           | \$C     | PRICED DORA                    | \$0    |
| .BLIS (BLIND SPOT INFO SYSTEM)          | \$0     | ADVERTISING ASSESSMENT         | \$0    |
| .EBONY BLACK ALUM WHLS-18"              | \$0     | DESTINATION & DELIVERY         | \$2095 |
|   |         |                                |        |

TOTAL BASE AND OPTIONS STX APPEARANCE PKG TOTAL

MSRP \$59100 \$-1000 \$58100

ORDERING FIN: QM507 END USER FIN: QM507

INCENTIVES

Acc. Code ID :10 Contract/Ref # :14-973S Bid Date :09/24/24State : KY

DISCOUNTS:

\$-1600.00

Customer Name:

Customer Address:

51,175 +1,000 7.3 EN Customer Email: 52,175 Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank. This is not an Invoice.

### **QUOTES – ROSECREST CEMETERY ASPHALT SEALING**

April 15, 2025

| COMPANY           | QUOTE      |
|-------------------|------------|
| C&R ASPHALT       | \$6,146.00 |
| WOODFORD SEALCOAT | \$6,696.90 |

C&R Asphalt, LLC 415 Rebmann Lane Lexington, KY 40504 (859) 255-0077 Office (859) 255-2570 Fax (859) 321-6524 www.asphaltanimals.com

(ASPHALT)

\*Paving: Overlays & New site Construction

\*Excavation / Storm Drainage

\*Asphalt Sealcoating / Striping / Crackfill

\*Recycled Products: DGA/57's/ #2 rock/Millings

Wirtgen Milling Machine

\*Infrared Patching / Cold Patch Bulk Sales
Concrete / Concrete Retaining Wall Blocks

| mark@asphaltanimals.com  |   |                                     |                 | *Member Better Bu   | siness Bureau             |  |
|--|---|-------------------------------------|-----------------|---|---------------------------|--|
| Proposal Submitted To  |   | Contact Person                      |                 | Work Phone  |                           |  |
| City of Versailles   |   | Daniel Knight                       |                 | (859) 873-2245 ex 124   | (859) 873-2245 ex 124     |  |
| Street   |   | Home Phone                          |                 | Mobile  |                           |  |
| 196 S Main St  |   |                                     |                 | -   |                           |  |
| City   |   | State                               | Zip             | Fax   |                           |  |
| Versailles   |   | KY                                  | 40383           | <u> </u>  | O-U Division              |  |
| Project Name   |   | 1 1                                 |                 | C & R Contact: Mark Renfro  | Cell Phone (859) 321-6524 |  |
| Parking lot seal/stripe/crackfill  Email Address : dknight@ver |   | 1350 Troy Pike                      |                 | Mark Remito   | (839) 321-0324            |  |
| Terms:   | . ukriigiit@vei   | Proposal Number Proposal Date       |                 | Proposal Date   | Quotation Expires         |  |
| Net on Completion  |   | MR-250534                           |                 | 03/28/2025  | 04/15/2025                |  |
| Footage  | T   | Description 03/20/2023              |                 | 03/20/2020  | Amount                    |  |
| SEALCOAT   | Clean and pr  | ep area for Sealcoating             |                 |   | Attiount                  |  |
| Approx. Sq. Footage  | Clean and pr  | ep area for dealcoating             | •               |   |                           |  |
| 28,280   | Install 2 - coa   | ats Brewer Cote Premiu              | m Coal Tar Er   | nulsion Sealcoat with added   | rubber                    |  |
| 20,200   |   | rs and 4# - 6#'s of sand            |                 | Harrion Courous Min daesa   | \$4,949.00                |  |
|  | lical polytile  | 10 ana m 0 0 0 0 0 0 0 0 0          | . po. ganorii   |   |                           |  |
|  |   |                                     |                 |   |                           |  |
| CRACK FILL   | With low pre  | ssure crackfill machine.            | install Hot Ru  | ıbber Crack Filler in major   |                           |  |
| Approx. Linear Ft.   |   | " and larger (not in sma            |                 |   |                           |  |
| 1,595  |   |                                     |                 | r where water in cracks is  |                           |  |
| ,  | an issue for a  |                                     |                 |   | \$1,197.00                |  |
|  |   | ,                                   |                 |   | ·                         |  |
|  |   |                                     |                 |   |                           |  |
| STRIPING   | Restripe curr   | ent parking lot as is. (W           | /hite, Blue H/C | 5)  |                           |  |
|  |   |                                     |                 |   | \$0.00                    |  |
|  |   |                                     |                 |   |                           |  |
|  |   | TOTAL S                             | EALCOAT/CF      | RACKFILL/STRIPING   | \$6,146.00                |  |
|  |   |                                     |                 |   |                           |  |
|  |   |                                     |                 |   | !                         |  |
|  |   |                                     |                 |   |                           |  |
|  | One Mobiliza  | ition Included.                     |                 |   |                           |  |
|  |   |                                     |                 |   | į                         |  |
|  | <u> </u>  |                                     |                 |   |                           |  |
| All material is guaranteed for one                             |   |                                     |                 |   |                           |  |
| and/or specifications submitted for                            |   |                                     |                 |   |                           |  |
| C & R Asphalt, LLC.  | Autho   |                                     | Mark            | i Rentro  |                           |  |
|  | Sign  | ature                               |                 |   |                           |  |
| 1005071105   |   |                                     |                 |   | d. 15                     |  |
| ACCEPTANCE   |   |                                     |                 | hereby accepted. You are authorized to our<br>ned in the collection of monies owed ac |                           |  |
|  | •   |                                     | •               | annum will be added to all balances over  |                           |  |
| OF   |   |                                     |                 | posal date of contract. Warranty is exclusion   |                           |  |
| PROPOSÁL   | vegetation growth or weather related. Warranty does not over damage that is a result of snow plowing/removal. Payment via creditcard will incur an additional charge of 3% for Visa/Mastercard /American Express. |                                     |                 |   |                           |  |
| PROPOSÁL   | ou an additional  | Sile de ou ou loi visalistastatoato |                 |   |                           |  |
|  |   |                                     |                 |   |                           |  |
| Signature  |   | Dat                                 | te              |   |                           |  |
|  |   |                                     |                 |   |                           |  |
| L  |   |                                     |                 |   |                           |  |

#### ESTIMATE



#### **Prepared For**

Versailles Public Works 196 South Main Street Versailles , KY 40383 (859) 873-2245

#### **Woodford Sealcoat LLC**

PO Box 1418 Versailles, KY 40383 Phone: (859) 873-7456

Email: tobi@woodfordsealcoat.com

Estimate #

611

Date

03/31/2025

PO#

Rose Crest Cemetary

|                                     | Total         |
|-------------------------------------|---------------|
|                                     | \$5,740.20    |
| oat of SealMaster Ultra Blend seale | r with drying |
|                                     | \$1,913.40    |
|                                     |               |
| Subtotal                            | \$7,653.60    |
| Discount                            | \$956.70      |
| Total                               | \$6,696.90    |
|                                     | Discount      |

Convenience fee for electronic payment is 3.49% + \$0.49.

#### **NET Purchase Agreement**

This NET Purchase Agreement (the "Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_\_, 202\_\_ (the "Effective Date"), is by and between NET Recovery Corp, a Delaware corporation, whose address is 103 Wind Haven Drive, Suite 205, Nicholasville, KY 40356 ("NRC") and City of Versailles of the Commonwealth of Kentucky, whose address is 196 S. Main Street, Versailles, KY 40383 (the "City") (individually a "Party" and collectively, the "Parties").

Whereas; NRC is the exclusive licensee of a particular neurostimulation therapy, which therapy is used for the treatment of Opioid Use Disorder ("OUD") and is known as NeuroElectric Therapy™, or NET® (referred to herein as "NET"), and which is delivered by a proprietary neurostimulation device (the "NET Device™"); and

Whereas, the NET Device is a non-invasive, battery-powered, portable, re-usable, prescription device designed to provide bilateral, transcranial, transcutaneous, alternating current stimulation (tACS) to be used in patients experiencing opioid withdrawal under the supervision of trained clinical personnel; and whereas the NET Device has been cleared for commercial marketing in the United States by the U.S. Food & Drug Administration; and

Whereas; NRC is offering participation in a program that provides treatment with the NET Device for persons with OUD who wish to become abstinent without medication (the "Service Program"); and

Whereas, the City desires to financially sponsor treatment with the NET Device for residents of the City through participation in the Service Program; and whereas NRC desires to provide participation in the Service Program to qualified City residents and persons otherwise in the custodial care of the City;

Now Therefore; in consideration of the foregoing and the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

#### 1.0 Terms & Conditions

1.1 Financial Sponsorship Subject to the terms and conditions herein, the City hereby agrees to pay to NRC \$5,500. (the "Per Participant Price") for each County resident who is treated with NET as a Service Program Participant (defined below) at a Facility (defined below). Whether in the custodial care of the Woodford County Detention Center or not, all Service Program Participants (defined below) shall have their residency in the County verified through presentment of a Kentucky operator's license or other valid Kentucky identification card ("Verified County Residency"). This financial sponsorship commitment shall be limited to financial sponsorship for two (2) such persons (the "Quota"), for a total financial commitment by the City of \$11,000. (the "Total Sponsorship Commitment").

#### 1.2 Service Program Participants

1.2.1 <u>Eligibility</u> Eligible participants for the Service Program ("Eligible Participants") shall: (a) have been diagnosed with OUD; (b) have been admitted on a separately paid basis into a participating Service Program residential drug addiction treatment facility or into a County detention center (a "Facility"); (c) have met the Verified County Residency test; (d) have met the clinical eligibility criteria for NET treatment; and (e) have provided a doctor's referral letter opining that the Service Program could be of benefit to the patient in light of their specific OUD (collectively, the "Eligibility Criteria"). Eligible Participants who indicate a

| NET | Purchase | Agreement - | Rev | 2025.04.07 |
|-----|----------|-------------|-----|------------|
|-----|----------|-------------|-----|------------|

desire and ability to participate in the program shall be admitted into the Service Program and will receive NET treatment (the "Service Program Participants").

#### 1.3 Payment

- 1.3.1 The City shall fulfill its Total Sponsorship Commitment to NRC by paying to NRC the Per Participant Price for each Service Program Participant who is treated with NET under the Service Program, up to the number of the Quota, and where treatment is defined as completing twenty four (24) hours (or more) of neurostimulation ("Treatment"). NRC shall invoice the City as of the last day of each month in the amount of the number of Service Program Participants who have received NET Treatment during the month multiplied by the Per Participant Price (the "Service Fees"). The Service Fee for each Service Program Participant shall be deemed earned by NRC upon the receipt of NET Treatment by the Service Program Participant. Terms for payment of the Service Fees are net 30 days.
- 1.3.2 As an additional payment option, the City may elect to make one or more advance payments of Service Fees, up to the amount of the Total Sponsorship Commitment, which shall serve as credit(s) against billed Service Fees. Notwithstanding anything herein to the contrary, upon expiry or termination of this Agreement, NRC shall repay any unused credit balance to the City.
- 1.4 <u>Adding Eligible Participants</u> Additional Eligible Participants beyond the number of the Quota may be added as Service Program Participants through written amendment to this Agreement by the Parties.
- 1.5 Outcomes Reporting During the term of this Agreement, NRC shall provide the City with a participation and outcomes report for every three (3) months.

#### 2.0 Representations

NRC makes the following representations to the City.

- 2.1 The NET Device has been cleared for marketing in the United States by the U.S. Food & Drug Administration. The NET Device has been manufactured under an ISO 13485-certified quality management system, is CE-marked and Medical Device Directive 93/42/EEC-compliant at the time of manufacture.
- 2.2 The Service Program shall be conducted at one or more fully licensed, local Kentucky residential treatment facilities, as further described in Section 1.2.1 above, or within the County's detention center(s).
- 2.3 At all times during the term of this Agreement, NRC shall maintain product liability insurance in aggregate limits of at least \$5,000,000 and shall provide a Certificate of Insurance to the City, upon request.

#### 3.0 Miscellaneous

3.1 <u>Default</u> If a Party neglects to perform any of its obligations under this Agreement and fails to cure any such breach within thirty (30) days of receiving written notice of such default from the other Party, then the other Party may terminate this Agreement with immediate effect by providing written notice of the termination to the defaulting Party. .

- 3.2 <u>Term & Termination</u> Unless otherwise extended in writing by the Parties, the term of this Agreement shall be twenty-four (24) months, commencing upon the Effective Date, or until the two (2) subject County residents have completed treatment, whichever event occurs sooner. The payment obligations of Section 1.3.1 in regard to Service Program Participants who have already been treated with NET shall survive any termination or expiry of this Agreement.
- 3.3 <u>Indemnification</u> To the fullest extent permissible by law, NRC shall defend, indemnify and hold the City, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the use of the NET Device.
- 3.4 <u>Notifications</u> All correspondence between the Parties (i) if by U.S. mail, shall be sent to 196 S. Main Street, Versailles, KY 40383 if to the City and PO Box 849, Wilmington, DE 19899-0849 if to NRC; and (ii) if by email, shall be sent to Idake@versaillesky.com (with copy to ereynolds@versaillesky.com) if to the City and <u>Dave.Meyers@NETrecovery.net</u> (with copy to <u>Joe.Winston@NETrecovery.net</u>) if to NRC.
- 3.5 <u>Execution</u> Signatures transmitted by electronic means shall be considered valid and binding.

In Witness Whereof; the Parties have executed this Agreement as of the day and year first written above.

| City: |            | NRC: |                               |
|-------|------------|------|-------------------------------|
| by    |            | by   |                               |
|       | Laura Dake |      | Dave Meyers                   |
|       | Mayor      |      | President, NET Recovery Corp. |