

**AGENDA**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**VERSAILLES MUNICIPAL BUILDING**  
**August 6, 2024 AT 5:00 P.M.**

1. Prayer
2. Pledge
3. Roll Call
4. Approval of July 16, 2024 Minutes
5. Public Comment
6. Update on Big Spring Park and Pickleball Projects- Rich Pictor
7. Quote- Raw Water Intake Pump Repair
8. Ordinance 2024-20 An Ordinance Amending Sections 50.25, 50.27 And 50.29 Of The Versailles Code Of Ordinances To Provide For Annual Adjustment Of The Rates Charged For Water And Sewer Services Based Upon Changes In The Consumer Price Index
9. Ordinance 2024-21 General Taxation Ordinance
10. Municipal Order 2024-10 An Order Establishing Guidelines For Assistance Program Funding
11. Municipal Order 2024-11 A Municipal Order Establishing Policies Regarding Use Of The Downtown Versailles Market And Entertainment Center
12. Contract Renewal- MWM Consulting
13. Memorandum of Agreement- Food Pantry
14. Planning & Zoning- Appointment of Chris Sharp (Term ending 12-31-2027)
15. Economic Development Authority- Reappointment of Anna Beth Bobbitt (Term ending 12-31-2027)
16. Human Rights Commission- Appointment of Valerie Owen (Term Ending 12-31-2024)
17. Quotes- Wet Well Wizard For Sewer Lift Station #1
18. Quote- Heated Asphalt Trailer
19. Quotes- Entertainment District Water Sprinkler
20. Quotes- Entertainment District Landscape Maintenance
21. Quotes- Public Works Purchase of 3 Trucks

**JULY 16, 2024  
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MINUTES OF REGULAR COUNCIL MEETING  
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.**

**ROLL CALL: MAYOR BRIAN TRAUGOTT PRESIDED OVER THE MEETING. ALSO PRESENT WERE COUNCIL MEMBERS LAURA DAKE, LISA JOHNSON, GARY JONES, AND ANN MILLER. COUNCIL MEMBERS BINGHAM AND BRADLEY WERE ABSENT. CITY ATTORNEY BILL MOORE WAS ALSO PRESENT.**

**DEPT. HEADS: DAN KNIGHT, MIKE MURRAY, T.A. RANKIN, AND ELIZABETH REYNOLDS WERE PRESENT REPRESENTING THEIR RESPECTIVE DEPARTMENTS.**

**MOTION BY JOHNSON, SECONDED BY JONES TO APPROVE AND ADOPT THE MINUTES OF THE JULY 2, 2024 COUNCIL MEETING.**

**The vote was as follows: Dake, Johnson, Jones and Miller voting aye.**

**Public Comment**

**Toni Curtis, a resident of Montgomery Avenue, questioned the Mayor and Council regarding the continued lack of a planned connecting road between Legends subdivision and Huntertown Road. She stated that when she last attended a council meeting, over a year ago, Mayor Traugott had stated that the road would be completed by the fall of 2023 based on the developer's timeline.**

**Mayor Traugott responded that he had spoken in good faith a year ago and that it is still in the developer's plans. He stated that each phase of the subdivision plan requires a development bond. He did note that there is no required timeline that the developer must follow to complete the road except that it must be finished by the subdivision completion or the developer will not get their bond money back. If that happens, then the bond money will be used by the City to put the road in.**

**Ms. Curtis further expressed her frustration, noting that Montgomery Avenue has always been a residential street and that they have been asking for relief for over five years.**

**Council member Johnson stated that she understands the frustration and asked what the agreement is with the developer.**

**Assistant Publics Work Director Dan Knight stated that there is no leverage that the City can use to force the connection be installed now.**

**Mayor Traugott noted that there may be recourse options in the new regulations, but those would be the responsibility of Planning and Zoning to enforce.**

**Mayor Traugott distributed a Traffic Analysis Report from the Police Department showing the traffic activity on Montgomery Avenue.**

**Mark Drury, a resident of Montgomery Avenue, spoke in support of Ms. Curtis and also regarding concerns of speeding on the street.**

**Police Chief Murray stated that a permanent stationary speed detection device had been installed on Montgomery Avenue but it was recently damaged. He also noted that a mobile speed detection trailer was on the street for one week and it detected the average speed to be 25mph.**

**Mr. Drury offered his double driveway for police officers to use to catch speeding motorists.**

**Housing Task Force Pilot Projects**

**Logan Haynes with the Kentucky Manufactured Housing Institute along with several members of the Housing Task Force were in attendance to present a proposed pilot project.**

**Council member Dake, a member of the Task Force, presented Resolution 2024-8 which designates the council's support of a pilot project for a manufactured home to be built on the City's vacant lot at 274 High Street.**

**JULY 16, 2024  
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 MINUTES OF REGULAR COUNCIL MEETING  
 VERSAILLES MUNICIPAL BUILDING/5:30 P.M.**

Mayor Traugott presented the following quotes for three fans, installed, for the Versailles Downtwon Market & Entertainment District. He stated that there will be two twelve foot fans in the Farmers Market Pavilion and one seven foot fan in the Three Seasons Pavilion.

|               |             |
|---------------|-------------|
| Big Ass Fans  | \$12,875.00 |
| Page Electric | \$14,420.00 |

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

Mr. Knight presented the following Fiscal Year 2025 Road Fund Projects:

| Street Name                     | Paving Cost         | Gutterline Milling Cost | Total Cost          |
|---------------------------------|---------------------|-------------------------|---------------------|
| Amsden Ave (Douglas to Preston) | \$16,675.00         | \$0.00                  | \$16,675.00         |
| Amsden Ave (Green to Amsden)    | 40,480.00           | 0.00                    | 40,480.00           |
| Ashgrove Rd                     | 34,040.00           | 5,050.00                | 39,090.00           |
| Montgomery Avenue               | 62,675.00           | 12,380.00               | 75,055.00           |
| Park St (Green to North)        | 7,360.00            | 0.00                    | 7,360.00            |
| South Hill Rd (Adena)           | 63,135.00           | 9,350.00                | 72,485.00           |
| United Dr                       | 13,340.00           | 1,585.00                | 14,925.00           |
| West Green St                   | 16,445.00           | 2,050.00                | 18,495.00           |
| <b>TOTAL</b>                    | <b>\$254,150.00</b> | <b>\$30,415.00</b>      | <b>\$284,565.00</b> |

**MOTION BY DAKE, SECONDED BY JOHNSON TO APPROVE THE FISCAL YEAR 2025 MUNICIPAL AID ROAD FUND PROJECT LIST AS PRESENTED.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

Fire Chief Rankin presented several change orders for the Station #1 Renovation Project.

**MOTION BY MILLER, SECONDED BY JONES TO APPROVE CHANGE ORDER 0001 FOR THE VERSAILLES FIRE DEPARTMENT STATION #1 RENOVATION PROJECT IN THE AMOUNT OF \$28,068.00 FOR ELECTRICAL CONSOLIDATION TO ONE SERVICE FEED.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

**MOTION BY JOHNSON, SECONDED BY JONES TO APPROVE CHANGE ORDER 0002 FOR THE VERSAILLES FIRE DEPARTMENT STATION #1 RENOVATION PROJECT IN THE AMOUNT OF \$3,840.00 FOR FIRE SHUTTERS.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

**MOTION BY DAKE, SECONDED BY MILLER TO APPROVE CHANGE ORDER 0005 FOR THE VERSAILLES FIRE DEPARTMENT STATION #1 RENOVATION PROJECT FOR A CREDIT IN THE AMOUNT OF \$6,367.00 TO CHANGE FROM CONCRETE BLOCK TO STRUCTURAL STEEL FOR THE ENTIRE SECOND FLOOR.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

**MOTION BY DAKE, SECONDED BY JOHNSON TO APPROVE CHANGE ORDER 0006 FOR THE VERSAILLES FIRE DEPARTMENT STATION #1 RENOVATION PROJECT IN THE AMOUNT OF \$7,573.00 TO ADD A MINI SPLIT HVAC.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

Chief Rankin stated that they are still negotiating Change Orders 0003 and 0004.

**JULY 16, 2024  
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MINUTES OF REGULAR COUNCIL MEETING  
VERSAILLES MUNICIPAL BUILDING/5:30 P.M.**

**MOTION BY DAKE, SECONDED BY JONES TO APPROVE AND ACCEPT THE QUOTE AS PRESENTED BY JACK KAIN FORD IN THE AMOUNT OF \$42,930.00 PER TRUCK FOR THE PURCHASE OF FOUR TRUCKS.**

The vote was as follows: Dake, Johnson, Jones and Miller voting aye.

Council member Dake asked if the purchase of these new trucks meant that we are no longer considering the fleet management system that had been previously discussed. Mr. Knight responded that it was determined that we could do a similar concept ourselves without going through a fleet management company.

Russ Crabtree, with Disaster Emergency Management, invited the council to attend a Local Emergency Planning Committee meeting tomorrow night at Big Sink Road. He noted that these meetings are held quarterly as required by law.

Mayor Traugott stated that it was good to see City Attorney Moore back after his recovery from surgery.

Mayor Traugott adjourned the meeting without objections.

**APPROVED:**

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**BRIAN TRAUGOTT, MAYOR**

**ATTEST:**

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**ELIZABETH C. REYNOLDS, CITY CLERK**

**RAW WATER PUMP REPAIR AT KY RIVER INTAKE  
FOR THE WATER TREATMENT PLANT**

August 6, 2024

| COMPANY | QUOTE     |
|---------|-----------|
| Layne   | \$120,373 |

Cost of new pump: \$400-\$500,000



Layne  
1301 E. Main Street  
Louisville, KY 40206  
t 502-585-1241  
graniteconstruction.com

July 11, 2024

City of Versailles  
Water Utility  
190 South Main Street  
Versailles, KY 40383

Attention: Ross Harrell  
Subject: Raw Water 1 Pump Repairs

Dear Ross:

Layne has disassembled and inspected your subject unit and report the following:

Motor Assembly: 900hp GE; 1785RPM, 4160volt, L5013TP24 Frame – Recommend recondition with new bearings to include incoming electrical test, disassembly and inspection, degrease, steam wash and bake, and high voltage testing. Bearing fits and shaft fits will be measured for tolerance and machined if necessary. Following reassembly with new bearings, motor will be dynamically tested again and balanced. 2-7/16" x 58-7/8" stainless teel motor shaft can be cleaned straightened and reused with existing headnut and gib key.

Discharge Head Assembly: Johnston Fabricated 204-1/2" x 20" discharge head; Recommend sand blast and epoxy coating head. 2-7/16" x 88-5/8" stainless steel top shaft is pitted and grooved and needs to be replaced. Packing box needs to be rebushed and repacked.

Column Assembly: 20" flanged column x 2-7/16" stainless steel shaft; Bottom column is severely pitted and needs to be replaced. Recommend sandblast and epoxy coating. Lineshaft will need to be turned down and ceramic coated.

Bowl Assembly: Johnston 20FC 2 stage bowl assembly; Bowls and impellers are wiped out and shaft is pitted and grooved. Recommend replacing with new Simflo model OLS-SM20H-3 stage bowl assembly.

Shop labor and material to make recommended pump repairs .....\$120,373.00  
Lead time is 14-16 weeks.  
Field labor and equipment to reinstall will be in addition.

We appreciate this opportunity and welcome any questions or comments you may have.

Very truly yours,  
LAYNE CHRISTENSEN

Emily Miesner  
Account Manager

CITY OF VERSAILLES  
ORDINANCE NO. 2024-20

TITLE: AN ORDINANCE AMENDING SECTIONS 50.25, 50.27 AND 50.29 OF THE VERSAILLES CODE OF ORDINANCES TO PROVIDE FOR ANNUAL ADJUSTMENT OF THE RATES CHARGED FOR WATER AND SEWER SERVICES BASED UPON CHANGES IN THE CONSUMER PRICE INDEX.

Whereas, the Versailles City Council has determined that it would be appropriate to revise the charges for water and sewer service provided by the City in accordance with the Consumer Price Index; a

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

*Section 1.* Section § 50.25 of the Versailles Code of Ordinances is hereby amended as follows:

*§ 50.25 WATER RATES FOR USERS WITHIN CITY LIMITS.*

(A) Effective with the meter reading for the month of July, 2013, 2024 except as otherwise provided, the water rates for water rendered by the water system of the city within the city limits, ~~and service to water districts rendered at any place,~~ shall be determined as follows:

| <u>Gallons of water used per month</u>          | <u>Monthly charge per 1,000 gallons</u> |
|-------------------------------------------------|-----------------------------------------|
| Minimum monthly charge<br>(incl. 1,000 gallons) | \$8.11 <del>\$9.05</del>                |
| Per 1,000 gallons                               |                                         |
| Kentucky River Authority Withdraw fee           | \$0.26                                  |
| 1,000 to 150,000 gallons                        | \$4.41 <del>\$4.92</del>                |
| Next 850,000                                    | \$4.26 <del>\$4.76</del>                |
| All over 1,000,000                              | \$4.23 <del>\$4.73</del>                |

(B) The above rates shall increase by ~~two percent (2%)~~ the amount reported by the increase or decrease in the Consumer Price Index as calculated by the Kentucky Department of Local Government pursuant to KRS 83A.075 annually for the next ten years beginning July 1, ~~2016~~ 2025 and continuing each July 1 thereafter until July 1, ~~2025~~ 2034. ~~except that there shall be no automatic two percent (2%) annual adjustment in the sewer rates for calendar years 2016, 2017, 2018 in light of the specific rates for sewer service for those years established by SS 50.29.~~

(C) §50.25(B) notwithstanding, rates may not increase by an amount less than one percent (1%) or more than five percent (5%) without City Council approval.

Section 2. § 50.27 of the Code of Ordinances of the City of Versailles is hereby amended as follows:

§ 50.27 WATER RATES FOR USERS OUTSIDE CITY LIMITS.

(A) Effective with the meter reading for the month of July, ~~2013~~ 2024, except as otherwise provided, water rates for water furnished by the city outside its corporate limits shall be as follows:

| <u>Gallons of water used per month</u>          | <u>Monthly charge per 1,000 gallons</u> |
|-------------------------------------------------|-----------------------------------------|
| Minimum monthly charge<br>(incl. 1,000 gallons) | <del>\$9.74</del> <u>\$10.98</u>        |
| Per 1,000 Gallons                               |                                         |
| Kentucky River Authority Withdraw fee           | \$0.26                                  |
| 1,000 to 150,000 gallons                        | <del>\$5.16</del> <u>\$5.81</u>         |
| Next 850,000                                    | <del>\$4.87</del> <u>\$5.49</u>         |
| All over 1,000,000                              | <del>\$4.75</del> <u>\$5.36</u>         |



(B) ~~The above rates shall increase by two percent (2%) the amount reported by the increase or decrease in the Consumer Price Index as calculated by the Kentucky Department of Local Government pursuant to KRS 83A.075 annually for the next ten (10) years beginning July 1, 2016 2025 and continuing each July 1 thereafter until July 1, 2025 2034, except that there shall be no automatic 2% annual adjustment in the sewer rates for calendar years 2016, 2017, 2018 in light of the specific rates for sewer service for those years established by § 50.29.-~~

(C) SS 50.27(B) notwithstanding, rates may not increase by an amount less than one percent (1%) or more than five percent (5%) without City Council approval.

*Section 3.* Section § 50.29 of the Versailles Code of Ordinances is hereby amended as follows:

§ 50.29 SEWER RATES.

(A) Inside city. There shall be charged to and collected from all parties making use of the sewage facilities of the combined and consolidated water and sewer system of the city, within the city limits, a monthly sewer service rate as follows:

(1) Effective with the meter reading for the month of ~~February, 2018~~ July, 2024 the sewer rates charged for the sewer service provided to users within the city limits as set forth below:

Gallons of water used per month      Monthly charge per 1,000 gallons

Minimum monthly charge                      ~~\$13.23~~ \$14.45

(incl. 1,000 gallons)

Per 1,000 gallons of water usage:

1,000 - 150,000                                      ~~7.16~~ \$7.82

Next 850,000                                              ~~6.39~~ \$6.99

All over 1,000,000                                      ~~6.28~~ \$6.87

(B) Outside city. There shall be charged to and collected monthly from all parties not residing within the corporate limits whose sewage facilities are connected to the sewer system of the city including all customers of water districts, the following sewer rates:

(1) Effective with the meter reading for the month of ~~February, 2018~~ July, 2024 the sewer rates charged for sewer service provided to users outside the city limits as set forth below:

Gallons of water used per month      Monthly charge per 1,000 gallons

Minimum monthly charge                      ~~\$16.85~~ \$18.59

(incl. 1,000 gallons)

Per 1,000 gallons of water usage:

1,000 - 150,000                                      ~~9.69~~ \$10.78

Next 850,000 ~~8.58~~ \$9.48

All over 1,000,000 ~~8.57~~ \$9.46

(C) The above rates shall increase by two percent (2%) the amount reported by the increase or decrease in the Consumer Price Index as calculated by the Kentucky Department of Local Government pursuant to KRS 83A.075 annually on July 1, 2025 until July 1, 2025 2034.

(D) §50.29(C) notwithstanding, rates may not increase by an amount less than one percent (1%) or more than five percent (5%) without City Council approval.

*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 \_\_\_\_ day of \_\_\_\_\_, 2024, and fully adopted after the second reading at a meeting of said council held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF VERSAILLES

\_\_\_\_\_  
BRIAN TRAUGOTT, MAYOR

ATTEST:

\_\_\_\_\_  
ELIZABETH REYNOLDS, CITY CLERK



CITY OF VERSAILLES, KENTUCKY  
MUNICIPAL ORDER 2024-10

TITLE: AN ORDER ESTABLISHING GUIDELINES FOR ASSISTANCE PROGRAM FUNDING

WHEREAS, Versailles City officials are aware of multiple organizations providing services and assistance to families in need but recognize that gaps still exist; and

WHEREAS, the Fiscal Year 2025 budget adopted by the Versailles City Council includes a line-item for Assistance Programs; and

WHEREAS, expenditures of this nature need to be carefully tracked and limited to specific uses; and

WHEREAS, the Woodford County Foundation has been created and adopted bylaws to specify the mission of the organization:

The Woodford County Foundation provides services to improve the lives of families in Woodford County who are struggling financially and providing unique opportunities to students to improve their educational outcomes. The specific objectives and purpose of this organization shall be:

- a. to provide financial and in-kind assistance to families with children in Woodford County public schools to relieve stresses at home and allow the students to function at high levels.
- b. to provide assistance to programs that enhance learning opportunities for Woodford County students with a primary focus on Science, Technology, Engineering, Art and Mathematics.
- c. to provide in-kind assistance to low-income homeowners in Woodford County whose primary residences are in need of improvements.
- d. to conduct and support activities that improve the quality of life for all in Woodford County.
- e. to support other organizations that engage in the above activities.

NOW THEREFORE BE IT ORDERED by the Versailles City Council that \$15,000 is to be paid to the Woodford County Foundation to expend resources to satisfy their formally adopted objectives, and that a full reporting of general endeavors supported and the degree to support be provided to the Versailles City Council by 12/31/2024.

Introduced and fully adopted at a meeting of the City Council of the City of Versailles, Kentucky held on August 6, 2024.

APPROVED:

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BRIAN TRAUGOTT, MAYOR

ATTEST:

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ELIZABETH REYNOLDS, CITY CLERK

CITY OF VERSAILLES, KENTUCKY  
MUNICIPAL ORDER 2024-11

TITLE: A MUNICIPAL ORDER ESTABLISHING POLICIES REGARDING USE OF THE DOWNTOWN VERSAILLES MARKET AND ENTERTAINMENT CENTER

WHEREAS, the City of Versailles, in partnership with twelve Legacy Partners and the Woodford Fiscal Court, constructed an event space that is anchored by an open-air pavilion as well as a three-season enclosed space; and

WHEREAS, this space is intended to be utilized for city-sponsored events, farmers market activities, and other community-enhancing events and programming; and

WHEREAS, a set of clear rules and expectations need to be established in order to efficiently manage use of this space as well as protect the investment.

NOW, THEREFORE BE IT ORDERED that the following rules govern use of the Downtown Market and Entertainment District:

1. The Special Projects Coordinator is in charge of managing the calendar for events utilizing any component of the Downtown Market and Entertainment District. Events hosted or sponsored by the City of Versailles will always have priority.
2. Events utilizing the open-air pavilion or three-season pavilion only must be organized by a government, nonprofit, or civic entity, with the exception of one event per year for each Legacy Partner pursuant to their contract.
3. Events utilizing the stage area must be limited in number to preserve parking and abide by existing MOUs with other partners.
4. Events requiring blockage of Granducci Alley must obtain an Event Permit approved by the Chief of Police.
5. The Special Projects Coordinator will create an application for events that will, at a minimum, include:
  - a. Nature and description of event
  - b. Expected crowd size
  - c. Signed indemnification clause
  - d. Proof of insurance with City of Versailles named as additional insured
  - e. Agreement to clean up after event and restore space to condition as it existed before the event
  - f. Signed Use Policy of City items, including tables and chairs. Policy must include acknowledgement of liability and responsibility to ensure all items are returned to their storage location in good working condition or the applicant will be responsible for repair or replacement costs.
  - g. If alcohol is present, proof of liquor liability insurance and acknowledgement that all alcohol vendors will possess necessary state and local licenses
  - h. Plan to provide security at event, if necessary

**THIS CONSULTING AGREEMENT** is made and entered into effective as of the 1st day of August 2024, by and between **MWM Consulting, LLC**, a Kentucky limited liability company (“Consultant”), and **Woodford County, KY, City of Versailles, KY and City of Midway, KY**, a Kentucky non-profit corporation (“the Community”).

**WITNESSETH:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services to be Provided.

(a) The Community hereby engages Consultant and Consultant hereby accepts such engagement, to provide such consulting services as the Community may reasonably request in connection with the business of the Community identified on Exhibit “A” attached hereto and incorporated herein.

(b) Consultant agrees that during the term of this Agreement, it will perform such duties to the best of its ability and in a diligent manner. Consultant shall be permitted to engage in other business interests of Consultant including, but not limited to contracting with persons and entities that the Community may do business with, so long as such business activity does not interfere with the performance of Consultant’s duties and obligations hereunder.

2. Term. The term of this Agreement shall commence on August 1, 2024, and shall end on June 30, 2026.

3. Compensation. In exchange for the services provided by Consultant, Consultant shall be paid in accordance with Exhibit “B” attached hereto and incorporated herein.

4. Confidentiality. Consultant acknowledges and agrees that any Confidential Information obtained by Consultant while engaged pursuant to this Agreement concerning the Community is important to the Community and to the effective operation of the Community’s business. The term “Confidential Information” shall include all the Community’s information, documentation, data, materials, trade secrets, business processes, and intellectual property, but shall not include, and the obligations imposed under this Agreement shall not apply to Confidential Information that is: (a) made public by the Community; (b) generally available to the public other than by a breach of this Agreement by Consultant; (c) was known to Consultant prior to receipt from the Community; and/or (d) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence.

Consultant will not use or disclose to any third party the Confidential Information for any purpose other than to perform its obligations and exercise its rights granted under this Agreement. If Consultant is legally requested or required to disclose the Confidential Information to any third party, Consultant shall promptly notify the Community of such request or requirement prior to disclosure so the Community may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. Consultant agrees to protect the confidentiality of the Confidential Information in the same manner and utilizing the same safeguards that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than reasonable care.

consequential or exemplary damages. Each party shall use commercially reasonable efforts or fulfill its obligations hereunder, but shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other cause beyond the control of such party.

9. Out-of-Pocket Expenditures. Out-of-pocket expenditures shall be paid in accordance with Exhibit "B" attached hereto and incorporated herein and will be included in the next monthly invoice.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regards to its choice of law provisions.

(b) Validity. The invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other provisions of the Agreement and such other provisions shall remain in full force and effect.

(c) Modification and Amendment. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(d) Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing will be deemed to have been given on the date of delivery personally or by confirmed facsimile or by deposit in the United States Mail postage prepaid by registered or certified mail, return receipt requested, addressed as follows, until changed by written notice to the other party:

To Consultant: MWM Consulting, LLC  
135 West Short Street  
Lexington, Kentucky 40507

To the Community: Woodford County KY (including the cities of Versailles and Midway)  
103 S. Main Street  
Versailles, KY 40383



## **EXHIBIT “A”**

### **SERVICES**

#### **SERVICES PROVIDED BY MWM**

##### ***1.) Stakeholder Engagement***

MWM will work to build a strong rapport with board members and other relevant community members. MWM will seek to gather insights and perspectives from community stakeholders related to their vision for growth, explore opportunities for collaboration and help define strategies, objectives and action items that can serve as a benchmark for short-term and long-term growth.

##### ***2.) Identification and development of strategies to market existing industrial properties, develop future properties***

- Identification of properties to market to industrial prospects. Facilitate site evaluation process, identification of needed infrastructure upgrades, negotiations with private property owner, etc.
- Advice on how to better position existing properties owned by the community for economic development related projects (if applicable)
- Completion of the Kentucky Product Development Initiative (KPDI) state grant program when appropriate.
- Establish an open line of communication with relevant partners (i.e. utility providers, existing industry partners where applicable)

##### ***3.) Existing Industry Stewardship***

- Should an existing industrial company need assistance from the local EDA, MWM will assist on opportunities for expansion. This includes coordinating conversations with the Kentucky Cabinet for Economic Development, but does not involve completing the application for the company. However, MWM will facilitate incentive negotiations on behalf of the city or county if requested to participate in the program.
- Be a conduit of communication with the local, regional, state entities, including but not limited to the Cabinet for Economic Development, Public Protection Cabinet, Energy and Environment Cabinet, Education and Workforce Development Cabinet (if applicable)

**EXHIBIT "B"**

**COMPENSATION**

1. The Community shall pay Consultant during the term of this Agreement, on or before the 10<sup>th</sup> day of each month in advance at the place for service of notice to Consultant as provided above or at such other place as Consultant may direct, a total Base Consulting Fee of \$138,000 payable in twenty-four (24) monthly payments of \$5,750 each (the "Base Consulting Fee").
2. In-state travel costs and other related costs to perform the job have been factored into the base consulting fee. However, out-of-state travel, if required, including but not limited to airfare, hotel, food, and beverage, etc. will be considered an outside expense and shall be reimbursed with submission of expense documentation. Additionally, costs associated with hosting a potential prospect on behalf of the Community, including food and other related costs to properly host the visit will be billed to the Community.
3. In addition to the Base Consulting Fee set forth above, the Community shall pay Consultant (per a separate contract) for any additional supplemental services as outlined in Exhibit A.

Memorandum of Agreement

This Agreement is made and entered into this the \_\_\_\_\_ day of July, 2024, by and between the Woodford County Fiscal Court, the City of Versailles, the City of Midway and the Food Pantry for Woodford County, Inc. (“Food Pantry”).

WHEREAS, the Food Pantry is a critically important service for the citizens of Woodford County, Versailles and Midway;

WHEREAS, the Food Pantry has operated serving needs in our community through the hard work, leadership and dedication of volunteers; and

WHEREAS, the future of the Food Pantry is an important function and the parties hereto agree that the Executive Director position should be a full-time, paid position in order to achieve long-term stability.

NOW, THEREFORE, the following is hereby agreed upon:

- a. The Woodford County Fiscal Court, the City of Versailles, and the City of Midway agree to jointly fund the Executive Director position of the Food Pantry in the amount of Seventy-Five (\$75,000) per year for total compensation – salary and/or benefits.
- b. In year one (1), the Fiscal Court and City of Versailles shall share the total cost of funding the Executive Director position equally – 50% Woodford County, 50% City of Versailles. In year two (2), the Fiscal Court, City of Versailles and City of Midway shall share the total cost of funding the Executive Director position as follows:
  - a. City of Versailles - 45%;
  - b. Woodford County Fiscal Court – 50%; and
  - c. City of Midway – 5%.
- c. The Woodford County Fiscal Court, through the Judge/Executive, shall be responsible for the administration of the position as either a contractor or county employee, in cooperation and coordination with the Food Pantry Board and volunteers. The Food

Pantry Board and each legislative body funding the Executive Director position shall agree on the job duties and responsibilities of the position.

- d. The Judge/Executive, Mayor(s), and representative(s) of the Food Pantry shall approve advertising, interviewing, vetting and recommending the hiring of the Food Pantry Executive Director. The position may be an independent contractor position with the County or a County Employee, as agreed upon by the parties hereto.
- e. The Food Pantry Board and each legislative body funding the Executive Director position shall approve the hiring of the Executive Director. Any non-funding party will not need to approve the hiring. In the interest of expediency, the respective parties hereto agree to grant approval authority to the Judge Executive, Mayor(s), or Food Pantry Board Chair, or agree to call a special meeting and vote to act on the hiring as soon as a recommendation is presented.
- f. The Woodford County Fiscal Court shall invoice the parties hereto on a schedule to be agreed upon by the parties. The Cities agree to pay said invoice within thirty (30) days without delay. The Mayors and the Judge can discuss any issues or questions related to an invoice, should they arise.
- g. Parties may agree to increase or decrease this amount through an official, formal action in the open session of each individual legislative body of the parties hereto. Any agreed upon reduction or increase shall only occur at the beginning of a new fiscal year.
- h. The initial term of this contract shall be for two (2) years from the date executed and will automatically renew each year unless either party gives at least ninety (90) days written notice of termination of this agreement prior July 1 of the following fiscal year. In such case, the Executive Director Position shall return to the Food Pantry.

- i. The Cities and County will work together to negotiate and incorporate this Agreement into an Interlocal Agreement, if at all possible, to ensure the stability of the Food Pantry going forward.
- j. Modification: This Agreement contains the entire agreement and only may be modified or amended by an official, formal action in open session of each individual legislative body of the parties hereto.
- k. Construction: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this Agreement is deemed non-operative by law, then the remainder of this Agreement shall be in full force and effect as a matter of law.
- l. Legal Action and Mediation: The parties hereto agree to formally mediate any and all disputes or claims arising under this Agreement or related to the performance herein before filing any legal action. Failure or refusal by either party to mediate before filing legal action shall result in the obligation to pay for the non-offending parties' reasonable attorney's fees and costs associated with filing legal action. Any legal action filed herein shall be filed in Woodford County District or Circuit Court.

The parties hereto, namely the City of Versailles, the City of Midway, the Woodford County Fiscal Court and the Food Pantry expressly agree to be bound by the forgoing by virtue of an official, formal action of each individual legislative body, as evidenced by the Mayors and the Judge/Executive, as attested, hereto below.

\_\_\_\_\_  
Mayor, City of Versailles

\_\_\_\_\_  
Judge/Executive of Woodford County

Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Attested by: \_\_\_\_\_

Attested by: \_\_\_\_\_

Versailles City Clerk

Fiscal Court Clerk

\_\_\_\_\_  
Mayor, City of Midway

Action of the Midway City Council Approving the Agreement:

Date: \_\_\_\_\_

Attested by: \_\_\_\_\_

Midway City Clerk

\_\_\_\_\_  
Food Pantry Board Chair

Date Approved: \_\_\_\_\_

**QUOTES FOR WET WELL WIZARD FOR SEWER LIFT STATION #1**

August 6, 2024

| <b>COMPANY</b>  | <b>QUOTE</b> |
|-----------------|--------------|
| Aulick Chemical | \$6,124.18   |
| USABluebook     | \$9,280.85   |

Unit is used to break up matting in the lift station wet well, resulting in the use of less odor control chemicals and maintenance.





# USABlueBook®

**Get the Best Treatment™**

www.usabluebook.com  
 FAX: (847) 689-3030  
 TOLL FREE : (800) 548-1234  
 F.E.I.N : 75-2007383

## QUOTE

|                |               |
|----------------|---------------|
| DATE           | 7/23/2024     |
| QUOTE          | QUOT1088892-2 |
| ACCOUNT NUMBER | 23385         |
| QUOTED TO      | GREG THURMAN  |
| QUOTED BY      | Phillip       |
| PAGE NUMBER    | 1 of 1        |

USE THIS QUOTE# QUOT1088892-2 ON PO's!

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VERSAILLES WWTP  
 WASTEWATER PLANT  
 338 KENTUCKY AVE  
 VERSAILLES, KY 40383  
 USA

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VERSAILLES CITY OF  
 PO Box 625  
 Versailles, KY 40383  
 USA

| CUSTOMER PO # | EXPIRES   | SALES PERSON | TERMS       | SHIP FROM | SHIP VIA |
|---------------|-----------|--------------|-------------|-----------|----------|
|               | 8/22/2024 | Micaela      | Net 30 days | IL        | FEDEXFRT |

| ITEM #       | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | QTY | U/M | PRICE      | EXTENSION  |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|------------|
| P02: Special | P02: Special<br>Special Order Item Number:Wet Well Wizard - 73324<br>Special Order Item Name:Reliant Wet Well Wizard<br>Special Order Item Description:complete with 60' of 3 ply EPDM 1" ID air hose, stainless steel and brass hose fittings, one 1.5HP 480V, 3 phase, 60 Hz regenerative blower with air filtration system w/ SS hood, and pressure relief valve, stainless steel single port manifold with inches of water gauge, magnetic starter control box, auto restart switch and installation instruction manual<br>Special Order Item Notes:Allow 8-10 weeks after ordering. | 1   | ea  | \$8,566.00 | \$8,566.00 |
| P02: Special | P02: Special<br>Special Order Item Number:Wet Well Wizard - 73324<br>Special Order Item Name:Wet Well Wizard Cover<br>Special Order Item Description:Reliant Open Ended Weather Cover in HDPE<br>Special Order Item Notes:Allow 8-10 weeks after ordering.                                                                                                                                                                                                                                                                                                                               | 1   | ea  | \$520.00   | \$520.00   |

| MERCHANDISE | MISCELLANEOUS | FREIGHT   | TAX    | TOTAL      |
|-------------|---------------|-----------|--------|------------|
| \$9,086.00  | \$ 0.00       | \$ 194.85 | \$0.00 | \$9,280.85 |

Any special order items are considered non-returnable and non-refundable unless it is determined to be defective and covered under the manufacturer's warranty.

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms & Conditions available at [usabluebook.com/termsconditions](http://usabluebook.com/termsconditions)

**TO ORDER:**For your convenience, you may simply sign and return via email to [customerservice@usabluebook.com](mailto:customerservice@usabluebook.com). We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.

# QUOTE – HEATED ASPHALT TRAILER

8/6/24

| COMPANY    | QUOTE      |
|------------|------------|
| SEALMASTER | \$38995.68 |



Pavement Products & Equipment

520 MARRET AVENUE  
LOUISVILLE, KY 40208  
Phone: 502-635-1900

Remit To:  
SEALMASTER  
1010 EAST SUMNER AVENUE  
INDIANAPOLIS, IN 46227

### EQUIPMENT SALE QUOTE

Customer: 1038  
CITY OF VERSAILLES (KY)  
196 S MAIN ST  
VERSAILLES, KY 40383

Job Site:  
KYTC HOT BOX Quote  
335 KENTUCKY AVE  
VERSAILLES, KY 40383  
  
Job Tel#: 859-297-8366

Invoice #... 512829-0000  
System date. 7/11/24  
Invoice date 7/11/24 11:04 AM  
  
Job Loc..... 335 KENTUCKY AVE, VERSAILLES  
Job No..... 1 - KYTC HOT BOX Quo  
P.O. #..... VERBAL DAN  
Ordered By.. KNIGHT, DAN  
Terms..... Net 30 Days  
Sales Rep: VINCEN ROGERS  
Written by.. BRYAN SERGESKETTER

| Qty        | Item number                                          | Unit | Price     | Amount   |
|------------|------------------------------------------------------|------|-----------|----------|
| 1.00       | KYTC HOTBOX DUMP BED OPTION LINE<br>KYTC DUMP BOX    | EA   | 6742.410  | 6742.41  |
| 1.00       | KYTC HOTBOX SINGLE OFFLOADING DO<br>KYTC SINGLE DOOR | EA   | .001      | .00      |
| 1.00       | KYTC HOTBOX 4 TON TRANSPORTER NO<br>KTYC HOTBOX      | EA   | 32253.270 | 32253.27 |
| Sub-total: |                                                      |      |           | 38995.68 |
| Total:     |                                                      |      |           | 38995.68 |

\*\*\*PRICING IS CONFIDENTIAL\*\*\*

WWW.SEALMASTER.NET

WWW.JBEQUIP.NET

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the equipment during the rental period, including injury and damage to persons, property and the equipment.
- Customer is responsible for and shall only permit properly trained and authorized individuals to use the equipment.
- If the equipment does not operate properly, is not suitable for customers intended use, does not have operating and safety instructions or customer has any questions regarding use of the equipment, customer shall not use the equipment and shall contact SealMaster immediately.
- Equipment misuse or using damaged or malfunctioning equipment may result in serious bodily injury or death and customer agrees that customer or its agents assume all risk associated thereunder, and indemnifies SealMaster/Bernath LLC/Bernath Transportation/JDB Manufacturing and all entities for all claims or damages as a result of misuse or use of damaged or malfunctioning equipment.
- Customer must contact SealMaster to request pickup of equipment, customer is responsible for equipment until actually retrieved by SealMaster.
- A signature indicates customer agrees with all contractual obligations on the back side of this contract.

|                    |      |              |      |              |      |
|--------------------|------|--------------|------|--------------|------|
| CUSTOMER SIGNATURE | DATE | NAME PRINTED | DATE | DELIVERED BY | DATE |
| SLSLSD             |      |              |      |              |      |

**QUOTES – ENTERTAINMENT DISTRICT WATER SPRINKLER**

8/6/24

| COMPANY                   | QUOTE     |
|---------------------------|-----------|
| AUTOMATIC RAIN IRRIGATION | \$5869.50 |
| BLUEGRASS IRRIGATION      | \$7845.00 |

PROPOSAL

Customer # 39065  
Printed 7/29/2024

**Automatic Rain Irrigation**  
(859) 268-4214  
<http://automatic-rain.com>

Service Address  
Pavilion Across From City Hall  
Mr. Dan Knight  
196 S Main St  
Versailles, KY 40383-0

Tax: \$0.00

Total Amount: \$5,869.50

Cell. (859) 753-8702 DAN

**Irrigation Installation**

5,869.50

|                                                                                                                            |      |
|----------------------------------------------------------------------------------------------------------------------------|------|
| Description                                                                                                                | 1.00 |
| Irrigation system to cover landscape at the pavilion and outdoor area in the entertainment district                        |      |
| Water Hookup                                                                                                               | 1.00 |
| Includes: Permit, Water Tap, Backflow Install & Inspection                                                                 |      |
| Controller Pro C                                                                                                           | 1.00 |
| Location: Left Side                                                                                                        |      |
| Wireless Rain Sensor                                                                                                       | 1.00 |
| Irrigation System Zones                                                                                                    | 4.00 |
| Zones #1-3: Front Right & Back right Side Landscape / 24 Spray Heads + 4 Micro-Spray Heads for Bourbon Barrells w/ Flowers |      |
| Zone #4: Right Side Walk Landscape / 10 Spray Heads                                                                        |      |
| Additional Labor / Materials                                                                                               | 1.00 |
| -All pipe, wire, heads and valves will have to be hand dug                                                                 |      |
| -Will have to run pipe across the bottom of bridge to get irrigation to the other side of creek                            |      |

<http://automatic-rain.com>

**Automatic Rain Irrigation**  
501 Darby Creek Rd, Ste 49A  
Lexington, KY 40509

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Signature : \_\_\_\_\_

**Bill To Address**

Pavilion Across From City Hall  
Mr. Dan Knight  
196 S Main St  
Versailles, KY 40383-0

Job # 95108  
Customer # 39065



Tax: \$0.00 Total Amount: \$5,869.50

**Automatic Rain Irrigation**  
501 Darby Creek Rd, Ste 49A  
Lexington, KY 40509

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Printed 7/29/2024



P.O Box 22354, Lexington, KY 40522 (859-271-2758), Fax: 859-271-3497  
**LAWN SPRINKLER SYSTEM QUOTE/INSTALLATION AGREEMENT**

Client Name: City of Versailles Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Date: 7-22-24  
 City/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**SYSTEM & INSTALLATION INFORMATION**

| Description (area to be watered)                                      | Rotor | Spray | Valve    | Price                                   | Acceptance               |
|-----------------------------------------------------------------------|-------|-------|----------|-----------------------------------------|--------------------------|
|                                                                       | Qty.  | Qty.  | Qty.     |                                         |                          |
| Base Bid: <u>5 Landscape beds + Planter Balls</u>                     |       |       | <u>5</u> | \$ <u>7545<sup>00</sup></u>             | <input type="checkbox"/> |
| Opt. 1: _____                                                         |       |       |          | \$ _____                                | <input type="checkbox"/> |
| Opt. 2: _____                                                         |       |       |          | \$ _____                                | <input type="checkbox"/> |
| Opt. 3: <u>Wifi</u>                                                   |       |       |          | \$ <u>150<sup>00</sup></u>              | <input type="checkbox"/> |
| Note: Rainbird product to be used unless specified differently below. |       |       |          | Rain Sensor: \$ <u>150<sup>00</sup></u> | <input type="checkbox"/> |
|                                                                       |       |       |          | Total: \$ <u>7845</u>                   | <input type="checkbox"/> |

**Pipe:** PVC Class 200. If requested PVC Sch. 40 may be installed at additional cost.  
**Water Meter -** Existing domestic meter to be used, unless a separate meter is requested, or recommended. Cost of new water meter, if needed, or required (some water districts require a separate water meter) is not included in pricing below.  
**Backflow Preventer -** Included. Location: At meter (above ground). Controller- Included.  Not included

**Areas not included:** \_\_\_\_\_  
**Comments:** Drip Zones for Landscape beds @ Entertainment area.  
Water + Power from Stage  
Dan Knight - Contact

**Public Utilities:** Bluegrass Irrigation will call and have utilities marked prior to installation. If any underground, marked utilities are damaged during installation, it is the responsibility of Bluegrass Irrigation or the utility company.  
**Client Utilities:** Any underground private utilities (house or yard lights, electric, gas, water lines, invisible dog fence, etc.) must be marked by client prior to installation. If location is unknown, or improperly marked, and lines are damaged, Bluegrass Irrigation is NOT responsible for repair costs.  
**Rock/Underground Barriers:** Any large rock or underground barriers that are encountered that increase installation time will be considered an "add-on" to the job. Client to be responsible for these added job costs.  
**Pressure/Flow -** Water pressure and flow must be adequate to run irrigation system. Any additional costs to provide for either new meter due to old plumbing, or pump for better pressure, will not be responsibility of Bluegrass Irrigation.  
**Boundaries Location:** Client is responsible for locating job boundaries prior to installation. Any costs incurred to repair or change system due to inaccurate location of boundaries, are not responsibility of Bluegrass Irrigation  
**Utility Easements:** Any costs incurred to repair system due to subsequent utility work in easement are not included.  
**Disputes:** In the event of an unresolved dispute, Bluegrass Irrigation and Client agree to participate in binding dispute resolution by either Home Builders Association of Lexington, or the Better Business Bureau of Central Kentucky.  
**Price:** The total price for the installation of this system including the above listed options is \$ \_\_\_\_\_. This bid includes a 2 year limited warranty by Bluegrass Irrigation on system parts and workmanship, and first seasonal maintenance consisting of: initial backflow preventer test upon system completion, first Fall winterization, and following Spring start-up. See full warranty information on warranty information sheet.  
**Financing:** We accept Mastercard, Visa, Discover and American Express credit cards.  
**Client Authorization:** Proceed with work as outlined above. An initial deposit of \$ \_\_\_\_\_ is to be paid upon acceptance of this agreement, followed by a payment of \_\_\_\_\_ (1/2 of total job amount), to be submitted before job is started. The balance will be paid in full when job is completed, at walkthrough with client. Client to be responsible for payment to Bluegrass Irrigation for any costs including reasonable attorneys' fees accrued in the collection of any amount due from client.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bluegrass Irrigation Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (not valid or accepted until signed and dated)

Email/Phone/Text: Scott Schumacher – [scott@bluegrassirrigation.com](mailto:scott@bluegrassirrigation.com) 859-621-1928  
 Email/Phone/Text: Sean McCormick – [sean@bluegrassirrigation.com](mailto:sean@bluegrassirrigation.com) 859-963-8685  
 Website: [bluegrassirrigation.com](http://bluegrassirrigation.com)

**QUOTES – ENTERTAINMENT DISTRICT LANDSCAPE MAINTENANCE**

8/6/24

| COMPANY              | QUOTE     |
|----------------------|-----------|
| APHIX                | \$7539.67 |
| D&M LANDSCAPING, LLC | \$9947.00 |



GROUNDS MAINTENANCE | ROOTED IN CULTURE

July 1, 2024

**PARTIAL YEAR --- 2024 Turf and Landscape  
Maintenance Agreement - Per Service -  
LEXINGTON BRANCH**  
Contract No. - 36145

**Property Name: 105 Rose Hill Design/Build --- Walker Co  
105 Rose Hill Ave, Versailles, KY 40383**

This is an agreement between APHIX, LLC and The Walker Company ("Customer"),  
apatton@thewalkercompany.com, Lexington, KY 40509.

### **General Conditions**

- A. Proper turf and landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Turf and landscaping are intended to provide overall aesthetically pleasing appearance for the community. This service contract is to maintain that pleasing appearance from year to year.
- B. Turf and plants are chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the turf and plant material. Services performed under this agreement will be performed to the professional horticulture standards that will allow for the longevity of all species of plants in the landscape.
- C. Mowing, string trimming, and pruning will not drastically alter the shape and growth of the plant but will be done based on the specific growth patterns of each plant.
- D. The following is to serve as required specifications and to provide guidance in the maintenance of the areas which fall under the Turf and Landscape Maintenance Contract.
- E. All work will be done in a professional manner as to not disturb the daily functions of the facility. All work will be performed to the total satisfaction of The Walker Company .



### **Mow, trim, and blow**

1. Mowing of all turf one time per week or as needed during the course of the growing season.
2. Mowing height will be consistent and even to prevent scalping of turf. Height may be increased in the heat of the summer to control burning of the turf. On average the turf will be maintained at a height of 4.0 inches.
3. Mowing patterns will be alternated on a week to week basis to create a unique pattern as well as to prevent rutting and compaction of the turf.
4. Trimming around all buildings, posts, signs, mailboxes, play areas, hydrants, steps, etc., shall be done each time mowing is performed.
5. Edging of all sidewalks, curbs, and landscape beds with a mechanical edger to ensure a neat, professional, and crisp appearance.
6. Reasonable trash and debris will be removed from turf and properly disposed of before mowing. Customer will be notified if excessive trash and debris has been disposed of onsite.
7. Blowing of all grass clippings from all paved surfaces, including but not limited to, sidewalks, parking lots, drive lanes, and pull offs.

### **Bed Maintenance / Premier Gardening**

Bi-weekly routine bed maintenance to all landscape beds as needed.

### **Hand Watering Color**

(A.) This service is available as needed on a time charge basis. Water will be provided by the property owner.

(B.) The first watering is included with the seasonal color installation.

### **Fall Clean Up**

Clean up of leaves and debris from site during the Fall season.

### **Landscape Bed Pre-emergent**

Ornamental Pre-emergent application will be applied to all mulch beds to control weed seed germination in mulched areas.

### **Turf Application - Summer Fertilizer**

Fertilizer that gives nutrients to lawn to reduce transpiration in order to hold water more efficiently through the summer months.

### **Turf Application - Fall Fertilizer**

Fertilizer in the Fall focusing on color and root stability. We give the lawn nutrients to help make Chlorophyll which gives lawns a deep green color.

### **Turf Application - Fall Herbicide**

Broadleaf herbicide application to be applied to turf in September to control weeds that have germinated in the summer months.

### **Fall Shrub Trimming**

Prune/Trim all shrubs and ornamentals under 20 ft. in height. All clippings and debris will be picked up and properly disposed of offsite.

### **Perennial Cutbacks**

Perennials will be maintained throughout the course of the growing season. Maintenance will include dead-heading of day lilies, maintenance to rose bushes, and Fall cutback of all perennials.

390 Paynes Depot Rd. • Lexington, KY 40511

(Phone) 859-246-3970

(Email) info@aphix.com

Page 2/5

**Fall color**

Fall color will be installed in the proper time during early Fall. Fall color can consist of Mums, pansies, cabbage, and Kale

**Fertilize Trees & Shrubs**

Application of Fertilizer to all tree and shrub landscape beds at the proper time.

**CONTRACT SUMMARY**

**Billing Type: Per Service**

| Services                             | Occurs | Price Each | Ext. Price        | Sales Tax       | Total Price       |
|--------------------------------------|--------|------------|-------------------|-----------------|-------------------|
| Mow, trim, and blow                  | 18     | \$66.48    | \$1,196.64        | \$71.80         | \$1,268.44        |
| Bed Maintenance / Premier Gardening  | 18     | \$44.32    | \$797.76          | \$47.87         | \$845.63          |
| Hand Watering Color                  | 14     | \$137.50   | \$1,925.00        | \$0.00          | \$1,925.00        |
| Fall Clean Up                        | 2      | \$221.60   | \$443.20          | \$26.59         | \$469.79          |
| Landscape Bed Pre-emergent           | 1      | \$58.65    | \$58.65           | \$3.52          | \$62.17           |
| Turf Application - Summer Fertilizer | 1      | \$95.07    | \$95.07           | \$5.70          | \$100.77          |
| Turf Application - Fall Fertilizer   | 1      | \$98.40    | \$98.40           | \$5.90          | \$104.30          |
| Turf Application - Fall Herbicide    | 1      | \$56.29    | \$56.29           | \$3.38          | \$59.67           |
| Fall Shrub Trimming                  | 1      | \$332.39   | \$332.39          | \$19.94         | \$352.33          |
| Perennial Cutbacks                   | 1      | \$332.39   | \$332.39          | \$19.94         | \$352.33          |
| Fall color                           | 1      | \$1,821.08 | \$1,821.08        | \$109.26        | \$1,930.34        |
| Fertilize Trees & Shrubs             | 1      | \$65.00    | \$65.00           | \$3.90          | \$68.90           |
|                                      |        |            | <b>\$7,221.87</b> | <b>\$317.80</b> | <b>\$7,539.67</b> |

**Billing Type:** (optional services **not** included in annual contract pricing)

**Turf and Landscape Services Agreement**

This Landscaping Services Agreement (this "Agreement") is by and between APHIX, LLC, a Kentucky limited liability company ("APHIX"), and the undersigned customer, The Walker Company .

**RECITALS**

WHEREAS, APHIX is a legal entity in the business of performing professional commercial and equine grounds management services. The Walker Company desires to hire APHIX to perform certain landscaping services as agreed to by the parties hereto.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Landscaping Services.** The Walker Company hereby hires APHIX to perform the landscaping services

390 Paynes Depot Rd. • Lexington, KY 40511  
(Phone) 859-246-3970  
(Email) info@aphix.com

described in the contract scope of services listed in the Scope of Services. APHIX agrees to use its best efforts to perform such services in a professional and timely manner. APHIX warrants that it has a level of skill commensurate with the requirements of this agreement and it agrees to employ an adequate number of competent personnel who have the necessary technical skills, qualifications, experience, certifications, and training to perform and complete the project.

**Fees for Landscaping Services.** The Walker Company agrees to pay APHIX the fees in the amounts and upon the payment terms stated in the contract summary. Unless stated otherwise in the scope of services, all sales, use and transfer taxes shall be the responsibility of The Walker Company. All invoices are net 30 and The Walker Company agrees to pay a late fee of 2% charge per month for any invoice that is past due. APHIX reserves the right to discuss and negotiate contract changes and surcharges based on economic changes beyond the control of APHIX.

**Term and Termination.** This Agreement shall have a term of 6 months beginning July 01, 2024. This Agreement shall automatically renew for one (1) year term under the conditions and pricing in the FULL YEAR AGREEMENT which was quoted and delivered separately BUT can either party gives at least sixty (60) days prior written notice to the other party of its decision to terminate. In the event of significant price increases, The Walker Company will be notified at a minimum of 60 days prior to the renewal date to accept the price increase. A party may only terminate this Agreement by giving at least sixty (60) days prior written notice to the other party of its decision to terminate. In the event of a mid-year termination, the services rendered will be reconciled against the payments made to determine if a credit to customer is owed or if a payment from The Walker Company is owed. Either party will be responsible for paying debt prior to termination date.

**Representations and Warranties of Customer.** The Walker Company represents and warrants as follows: (a) Customer has the corporate power and authority to own and operate its properties and assets and to carry on its business as currently conducted and as presently proposed to be conducted; and (b) all corporate action on the part of Customer's officers, directors, and managers necessary for the authorization, execution, delivery of, and the performance of all obligations of Customer under this Agreement has been taken or will be taken prior to the Effective Date, and this Agreement constitutes a valid and legally binding obligation of Customer, enforceable against it in accordance with its terms.

**Insurance.** During the term of this Agreement, Customer shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about its common areas. During the term of this Agreement, APHIX shall maintain: (a) comprehensive general public liability insurance against claims for bodily injury, death or property damage in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for any occurrence and not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate; and (b) worker's compensation insurance as required by law.

**Limitations on APHIX Liability; APHIX Disclaimers.** APHIX shall not be liable to Customer or others for any indirect, exemplary, special, incidental or consequential damages. APHIX disclaims any and all warranties, express or implied, relating to the products and services provided hereunder.

**Indemnification by Customer.** Customer agrees to hold harmless, indemnify and defend, at its own cost and expense, APHIX, its officers, members, directors, and representatives, from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and attorneys' fees) made or filed against APHIX as a result of its performing the services hereunder and which arise out of or relate to the negligence of Customer or its agents.

**Counterparts; Facsimile or Scanned Signatures.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The parties hereto agree that the delivery of this Agreement by facsimile or emailed.pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

**Independent Contractor Relationship.** The relationship created hereunder is that of principal and independent

contractor. No partnership, joint venture, franchise or other business entity shall be created as a result of this relationship. APHIX is not an employee of Customer. Payments to APHIX shall be without income, social security or other withholdings, all of which shall be the responsibility of APHIX.

**Binding Nature of Agreement.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**Notices.** All notices and or demands to APHIX given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be sent to APHIX, LLC, 390 Paynes Depot Road, Lexington KY 40511. All notices and demands to Customer to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be sent to The Walker Company , apatton@thewalkercompany.com, Lexington, KY 40509

**Governing Law; Venue; Attorney's Fees.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to or application of its conflicts of laws principles. The parties agree and hereby submit to the exclusive personal jurisdiction and venue of the circuit courts of Franklin County, Kentucky. Each party waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation (legal or equitable) or controversy in connection with this Agreement shall be entitled to recover from the other party reasonable costs and expenses, including, without limitation, fees of attorneys, paralegals, experts and other professionals, incurred by such party in connection with such litigation.

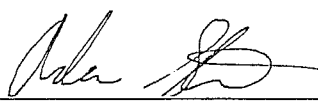
**Entire Agreement; Amendment.** This Agreement and the documents referred to herein contain the complete agreement between the parties hereto and supersede any prior understanding, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may only be modified by a written amendment signed by all the parties.

**Waiver.** No provision of this Agreement shall be deemed to have been waived unless such waiver is executed in writing by the party waiving such provision. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement. No waiver of any breach or violation of any provision of this Agreement shall constitute a waiver of any subsequent breach of such provision.

**Customer Responsibilities.** Any required permits, fees, or approvals from governing officials are to be obtained by the customer prior to APHIX beginning work, unless otherwise noted in this proposal.

**This quote is valid for 60 days from the date of the quotation.**

IN WITNESS WHEREOF, this Landscaping Services Agreement is signed by the parties hereto and is effective as of July 01, 2024

By:   
Adam Stuart

By: \_\_\_\_\_

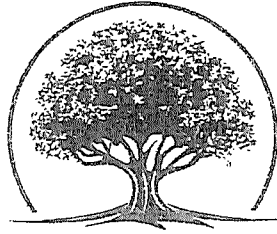
Date: 7/1/2024  
APHIX, LLC

Date: \_\_\_\_\_  
The Walker Company

390 Paynes Depot Rd. • Lexington, KY 40511  
(Phone) 859-246-3970  
(Email) info@aphix.com

# Quote

|           |         |
|-----------|---------|
| Date      | Quote # |
| 7/29/2024 | 1255    |



**D&M Landscaping LLC**  
 — Quality You Can Afford —

|                                                                 |
|-----------------------------------------------------------------|
| Name / Address                                                  |
| City of Versailles<br>South Main Street<br>Versailles, KY 40383 |

|                                                                            |
|----------------------------------------------------------------------------|
| D&M Mowing and Landscaping,<br>LLC<br>P.O Box 1353<br>Versailles, KY 40383 |
|----------------------------------------------------------------------------|

| Description                                                        | Qty | Rate     | Total    |
|--------------------------------------------------------------------|-----|----------|----------|
| Worked to be performed at Rose Hill location near the new Pavilion |     |          |          |
| Mowing, Trim and Blow of all designated areas                      | 28  | 70.00    | 1,960.00 |
| Cleanup of weeds and debris in designated areas                    | 28  | 50.00    | 1,400.00 |
| Watering of all flowers and plants                                 | 28  | 125.00   | 3,500.00 |
| Cleanup of leaves and debris                                       | 2   | 210.00   | 420.00   |
| Landscape bed Pre-emergent at designated time of year              | 1   | 58.00    | 58.00    |
| Summer Fertilizer                                                  | 1   | 95.00    | 95.00    |
| Fall Fertilizer                                                    | 1   | 98.00    | 98.00    |
| Fall Herbicide                                                     | 1   | 56.00    | 56.00    |
| Fall Shrub Trimming                                                | 1   | 320.00   | 320.00   |
| Perennials cutback and disposed of                                 | 1   | 325.00   | 325.00   |
| Planting of Fall Plants for Fall Color                             | 1   | 1,650.00 | 1,650.00 |
| Fertilizing Trees and Shrubs as needed                             | 1   | 65.00    | 65.00    |

First Mow + Cleanup \$480

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <b>\$9,947.00</b> |
|--------------|-------------------|

**Public Works  
2024/2025 Budgeted Trucks**

**Two: F350 4x4 Regular Cab Trucks with Dump Beds**

- |                     |                  |
|---------------------|------------------|
| 1. Jack Kain Ford   | \$68,854.00 each |
| 2. Paul Miller Ford | \$68,888.32 each |

**One: Ford F350 Truck Crew Cab with Utility Bed**

- |                     |             |
|---------------------|-------------|
| 1. Jack Kain Ford   | \$69,455.00 |
| 2. Paul Miller Ford | \$68,463.32 |



Preview Order C00V - F3H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 08/01/2024 16:14:48 Receipt: 8/1/2024

Dealership Name: Jack Kain Ford, Inc.

Sales Code : F47112

|               |                |               |       |              |           |             |      |
|---------------|----------------|---------------|-------|--------------|-----------|-------------|------|
| Dealer Rep.   | David Griffith | Type          | Fleet | Vehicle Line | Superduty | Order Code  | C00V |
| Customer Name | c versailles   | Priority Code | E3    | Model Year   | 2024      | Price Level | 430  |

| DESCRIPTION                   | MSRP    | DESCRIPTION                  | MSRP         |
|-------------------------------|---------|------------------------------|--------------|
| F350 4X4 CHASSIS CAB DRW/145  | \$52845 | 14000# GVWR PACKAGE          | \$0          |
| 145 INCH WHEELBASE            | \$0     | 50 STATE EMISSIONS           | \$0          |
| TOTAL BASE VEHICLE            | \$52845 | 120V/400W OUTLET             | \$175        |
| ANTIMATTER BLUE               | \$0     | SNOW PLOW PREP PACKAGE       | \$250        |
| VINYL 40/20/40 SEATS          | \$0     | SPARE TIRE AND WHEEL         | \$350        |
| MEDIUM DARK SLATE             | \$0     | JACK                         | \$0          |
| PREFERRED EQUIPMENT PKG.640A  | \$0     | 40 GAL AFT OF AXLE FUEL TNK  | \$0          |
| .XL TRIM                      | \$0     | 410 AMP ALTERNATOR           | \$115        |
| .AIR CONDITIONING -- CFC FREE | \$0     | PRICE CONCESSION INDICATOR   | \$0          |
| .AM/FM STEREO MP3/CLK         | \$0     | REMARKS TRAILER              | \$0          |
| .7.3L DEVCT NA PFI V8 ENGINE  | \$0     | DUAL BATTERY                 | \$0          |
| 10-SPEED AUTO TORQSHIFT       | \$0     | REAR VIEW CAMERA & PREP KIT  | \$415        |
| .LT245/75R17E BSW ALL-SEASON  | \$0     | SPECIAL FLEET ACCOUNT CREDIT | \$0          |
| 3.73 RATIO REGULAR AXLE       | \$0     | FUEL CHARGE                  | \$0          |
| JOB #2 ORDER                  | \$0     | PRICED DORA                  | \$0          |
| FRONT LICENSE PLATE BRACKET   | \$0     | ADVERTISING ASSESSMENT       | \$0          |
| PLATFORM RUNNING BOARDS       | \$320   | DESTINATION & DELIVERY       | \$1995       |
| TOTAL BASE AND OPTIONS        |         |                              | MSRP \$56465 |
| DISCOUNTS                     |         |                              | NA           |
| TOTAL                         |         |                              | \$56465      |

ORDERING FIN: QM507 END USER FIN: QM507

INCENTIVES  
Acc. Code ID :10 Contract/Ref # :15-263R Bld Date :08/24/23State : KY

DISCOUNTS:  
\$-600.00

Customer Name:  
Customer Address:

*\$ 53,940*  
*+ 14,914 Dump Bed*  


---

*68,854. each*

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



Preview Order V01C - W3H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 08/01/2024 16:17:05 Receipt: 8/1/2024

Dealership Name: Jack Kaln Ford, Inc.

Sales Code: F47112

|               |                |               |       |              |           |             |      |
|---------------|----------------|---------------|-------|--------------|-----------|-------------|------|
| Dealer Rep.   | David Griffith | Type          | Fleet | Vehicle Line | Superduty | Order Code  | V01C |
| Customer Name | city Ver       | Priority Code | H3    | Model Year   | 2024      | Price Level | 430  |

| DESCRIPTION                    | MSRP    | DESCRIPTION                    | MSRP         |
|--------------------------------|---------|--------------------------------|--------------|
| F350 4X4 CREW CHAS CAB DRW/179 | \$55720 | FRONT LICENSE PLATE BRACKET    | \$0          |
| 179 INCH WHEELBASE             | \$0     | PLATFORM RUNNING BOARDS        | \$445        |
| TOTAL BASE VEHICLE             | \$55720 | 14000# GVWR PACKAGE            | \$0          |
| ANTIMATTER BLUE                | \$0     | 50 STATE EMISSIONS             | \$0          |
| VINYL 40/20/40 SEATS           | \$0     | 40 GAL AFT OF AXLE FUEL TNK    | \$0          |
| MEDIUM DARK SLATE              | \$0     | EXTRA HEAVY SERVICE SUSPENSION | \$125        |
| PREFERRED EQUIPMENT PKG.640A   | \$0     | EXTERIOR BACKUP ALARM          | \$175        |
| .XL TRIM                       | \$0     | PRICE CONCESSION INDICATOR     | \$0          |
| .AIR CONDITIONING -- CFC FREE  | \$0     | REMARKS TRAILER                | \$0          |
| .AM/FM STEREO MP3/CLK          | \$0     | REAR VIEW CAMERA & PREP KIT    | \$415        |
| .7.3L DEVCT NA PFI V8 ENGINE   | \$0     | SPECIAL FLEET ACCOUNT CREDIT   | \$0          |
| 10-SPEED AUTO TORQSHIFT        | \$0     | FUEL CHARGE                    | \$0          |
| .LT245/75R17E BSW ALL-SEASON   | \$0     | PRICED DORA                    | \$0          |
| 4.30 RATIO LIMITED SLIP AXLE   | \$385   | ADVERTISING ASSESSMENT         | \$0          |
| JOB #2 ORDER                   | \$0     | DESTINATION & DELIVERY         | \$1995       |
| TOTAL BASE AND OPTIONS         |         |                                | MSRP \$59260 |
| DISCOUNTS                      |         |                                | NA           |
| TOTAL                          |         |                                | \$59260      |

ORDERING FIN: QM507 END USER FIN: QM507

INCENTIVES

Acc. Code ID :10 Contract/Ref # :15-480R Bid Date :08/24/23State : KY

DISCOUNTS:

\$-600.00

Customer Name:  
Customer Address:

\$57,355

+ 12,100 Utility

---

\$69,455

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



MEMO

To: City Council  
From: Brian Traugott  
Date: August 1, 2024  
Re: Recovery Residences

I had initially supported enacting an ordinance to empower local officials specifically to enforce state and identical local regulations on recovery residences. My concern was that the state would be lax in their enforcement. After careful consideration and discussing the issue with the only other city I'm aware of that has enacted a local ordinance, I think it would be worthwhile to postpone this move and see how state enforcement takes place. Attached are all of the relevant state statutes relating to these operations.

There is another level of complexity in that zoning regulations could potentially impact these residences. That is a discussion for another day.

**65.7051 Establishment of development plan for a development area -- Public hearing.**

- (1) Any city or county seeking to establish a development area shall adopt a development plan. The development plan may be developed by a city, a county, or a city and county jointly, or may be proposed by an agency or by a private entity. The plan shall include the following:
  - (a) Assurances that the proposed development area meets the requirements of KRS 65.7049(1) and (2), identification of the conditions in the proposed development area that meet the criteria set forth in KRS 65.7049(3), and, if applicable, confirmation that the requirements of KRS 65.7049(4) have been met;
  - (b) A detailed description of the existing uses and conditions of real property in the development area;
  - (c) A map showing the boundaries of the proposed development area, a legal description of the development area, and geographic reference points;
  - (d) A map showing proposed improvements and uses therein, including the identification of any proposed projects, along with a narrative description of the proposed improvements, projects, and uses within the development area;
  - (e) A description of the redevelopment assistance proposed to be employed in the development area, including the manner and location of such assistance;
  - (f) A detailed financial plan containing projections of the cost of the proposed redevelopment assistance to be provided, proposed projects to be funded, proposed sources of funding for these costs, projected incremental revenues, and the projected time frame during which financial obligations will be incurred;
  - (g) Proposed changes of any zoning ordinance, comprehensive plan, master plan, map, building code, or ordinance anticipated to be required to implement the development plan; and
  - (h) If the city or county is a member of a planning unit, certification of review by the planning commission for compliance with the comprehensive plan of the planning unit pursuant to KRS Chapter 100 after any necessary changes identified in paragraph (g) of this subsection are made.
- (2) Prior to adoption of a development plan, the city or county shall hold a public hearing to solicit input from the public regarding the plan. The city or county shall advertise the hearing by causing to be published, in accordance with KRS 424.130, notice of the time, place, and purpose of the hearing and a general description of the boundaries of the proposed development area. The notice shall include a summary of the redevelopment assistance proposed to be employed, identification of projects proposed for the development area, and a statement that a copy of the development plan is available for inspection at the business office of the city or county.
- (3) Prior to publication of a hearing notice pursuant to subsection (2) of this section, a copy of the development plan shall be filed with the city clerk of each city having jurisdiction within the proposed development area, and with the county fiscal court.

- (4) A city or county having jurisdiction within the proposed development area not initially participating in a proposed development plan shall have the opportunity to determine whether it will participate in the plan. The city or county shall determine and notify the entity proposing the development plan in writing within thirty (30) days after the public hearing whether it will participate in the plan.
- (5) At the end of the time period established in subsection (4) of this section, the city or county may adopt an ordinance establishing a development area in accordance with KRS 65.7053.

**Effective:** June 8, 2011

**History:** Amended 2011 Ky. Acts ch. 62, sec. 5, effective June 8, 2011. -- Amended 2008 Ky. Acts ch. 178, sec. 4, effective July 15, 2008. -- Created 2007 Ky. Acts ch. 95, sec. 6, effective March 23, 2007.

**65.7053 Contents of ordinance establishing a development area -- Agency to oversee and administer implementation of ordinance -- Termination date.**

- (1) An ordinance establishing a development area shall include the following provisions:
  - (a) A legal description of the boundaries of the development area, and geographic reference points;
  - (b) The establishment date;
  - (c) The termination date, including a provision that allows the termination date to be extended as provided in KRS 65.7045(35);
  - (d) A name for the development area for identification purposes;
  - (e) A finding that the conditions in the development area meet the criteria described in KRS 65.7049;
  - (f) A finding supporting the need to employ redevelopment assistance in the development area;
  - (g) A provision adopting the development plan required by KRS 65.7051(1);
  - (h) Approval of any agreements relating to the development area, including any local participation agreements;
  - (i) A provision establishing a special fund for the development area or any project within the development area;
  - (j) A requirement that any entity other than the governing body that receives financial assistance under the development area ordinance, whether in the form of a grant, loan, or loan guarantee, shall make periodic accounting to the governing body;
  - (k) A provision for periodic analysis and review by the governing body of the development activity in the development area, a review of the progress in meeting the stated goals of the development area, and a requirement that the review and analysis be forwarded to the authority if the development activity includes projects subject to a tax incentive agreement;
  - (l) Designation of the agency or agencies responsible for oversight, administration, and implementation of the development ordinance; and
  - (m) Any other provisions, findings, limitations, rules, or procedures regarding the proposed development area or a project within the development area and its establishment or maintenance deemed necessary by the city or county.
- (2) An ordinance establishing a development area may designate an existing agency to oversee and administer implementation of a development area ordinance or a portion thereof.
- (3) Unless the ordinance establishing a development area requires an earlier date, a development area shall cease to exist on the termination date.

**Effective:** June 8, 2011

**History:** Amended 2011 Ky. Acts ch. 62, sec. 6, effective June 8, 2011. -- Amended 2009 (1st Extra. Sess.) Ky. Acts ch. 1, sec. 59, effective June 26, 2009. -- Amended 2008 Ky. Acts ch. 178, sec. 5, effective July 15, 2008. -- Created 2007 Ky. Acts ch.

## LEGALLY BINDING AGREEMENT

This agreement entered into this \_\_\_\_\_ day of April, 2023, by and between the City of Versailles, hereinafter referred to as the Subrecipient, and the First Baptist Church of Versailles, hereinafter referred to as the Participating Party.

WHEREAS, the Subrecipient has entered into a Grant Agreement with the Commonwealth of Kentucky – Division of Emergency Management, and

WHEREAS, the payment of funds to the Subrecipient under the terms of the Grant Agreement is contingent upon the Participating Party undertaking certain responsibilities, and

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party,

NOW, THEREFORE, it is agreed by and between the parties as follows:

The Subrecipient and Participating Party do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Hazard Mitigation Grant, (Grant No. 4428-0033 City of Versailles Community Safe Room Phase I).

The Participating Party agrees as follows:

- a) Provide unrestricted public access to the Safe Room facility/property in the event of a severe weather emergency, as determined by the Woodford County Emergency Management Agency and specified in the Operations and Maintenance Plan.
- b) Ensure the proper maintenance of the facility for use by the Subrecipient and Woodford County in the event of severe weather as specified in the Operations and Maintenance Plan.

**LEGALLY BINDING AGREEMENT**

This Agreement being formally adopted this the \_\_\_\_\_ day of April, 2023:

**Recipient:**

By: \_\_\_\_\_  
Brian Traugott, Mayor  
City of Versailles

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**Subrecipient:**

By: \_\_\_\_\_  
Floyd Greene, Pastor  
First Baptist Church of Versailles

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**222.500 Definitions for KRS 222.500 to 222.510.**

As used in KRS 222.500 to 222.510:

- (1) "Cabinet" means the Cabinet for Health and Family Services;
- (2) "Certifying organization" means:
  - (a) The Kentucky Recovery Housing Network;
  - (b) The National Alliance for Recovery Residences or their recognized affiliates;
  - (c) Oxford House, Inc.; and
  - (d) Any other organization that develops and administers professional certification programs requiring minimum standards for the operation of recovery residences that has been recognized and approved by the Cabinet for Health and Family Services;
- (3) "Local government" means a city, county, urban-county government, consolidated local government, charter county government, or unified local government;
- (4) "Medication for addiction treatment" means the use of pharmacological agents approved by the United States Food and Drug Administration for the treatment of substance use disorders in combination with counseling and other behavioral health therapies to provide a whole-patient approach to the treatment of substance use disorders;
- (5) "Recovery residence":
  - (a) Means any premises, place, or building that:
    1. Holds itself out as a recovery residence, recovery home, sober living residence, alcohol, illicit drug, and other intoxicating substance-free home for unrelated individuals, or any other similarly named or identified residence that promotes substance use disorder recovery through abstinence from intoxicating substances; and
    2. Provides a housing arrangement for a group of unrelated individuals who are recovering from substance use disorders or to a group of parents who are recovering from a substance use disorder and their children, including peer-to-peer supervision models; and
  - (b) Does not include any premises, place, or building that is licensed or otherwise approved by the cabinet or any other agency of state government to operate as a residential or inpatient substance use treatment facility;
- (6) "Recovery support services":
  - (a) Means activities that are directed primarily toward recovery from substance use disorders and includes but is not limited to mutual aid self-help meetings, recovery coaching, spiritual coaching, group support, and assistance in achieving and retaining gainful employment; and
  - (b) Does not include any medical, clinical, behavioral health, or other substance use treatment service for which a license or other approval is required under state law; and
- (7) "Resident-driven length of stay" means the amount of time an individual is allowed to stay at a recovery residence as determined by the individual resident based upon

his or her recovery needs and not by a third-party payor.

**Effective:** July 15, 2024

**History:** Amended 2024 Ky. Acts ch. 132, sec. 1, effective July 15, 2024. -- Created 2023 Ky. Acts ch. 85, sec. 1, effective June 29, 2023.



**222.502 Certification required for residences promoting recovery from substance use disorder -- Exceptions.**

- (1) (a) Effective July 1, 2024, no individual or entity shall, except as provided in paragraph (b) of this subsection and subsection (2) of this section, establish, operate, or maintain a recovery residence, recovery home, sober living residence, alcohol, illicit drug, and other intoxicating substance-free home for unrelated individuals, or any other similarly named or identified residence that promotes substance use disorder recovery through abstinence from intoxicating substances or represent, promote, advertise, or otherwise claim to operate a recovery residence, recovery home, sober living residence, alcohol, illicit drug, and other intoxicating substance-free home for unrelated individuals, or any other similarly named or identified residence that promotes substance use disorder recovery through abstinence from intoxicating substances unless that individual or entity has:
  1. Been certified by a certifying organization; and
  2. Provided proof of certification by a certifying organization to the cabinet in a form and manner prescribed by the cabinet.
- (b) The provisions of this subsection shall not apply to:
  1. A recovery residence that is recognized as a part of the Recovery Kentucky Program administered by the Kentucky Housing Corporation; or
  2. A recovery residence that is:
    - a. Owned or operated by an entity that is exempt, in part or in whole, pursuant to 42 U.S.C. sec. 3607 or 12187 from compliance with the Americans with Disabilities Act, Pub. L. No. 101-336, or the Fair Housing Act, Pub. L. No. 100-430; and
    - b. Affiliated with a religious institution that is organized under 26 U.S.C. sec. 501(c) for charitable religious purposes;unless the recovery residence accepts Medicare or Medicaid funds.
- (2) Notwithstanding subsection (1) of this section:
  - (a) A recovery residence operating without certification from a certifying organization on June 30, 2024, shall be permitted to continue to operate until December 31, 2024, if, except as provided in paragraph (c) of this subsection, the recovery residence provides the cabinet with proof that it initiated a certification process with a certifying organization prior to July 1, 2024;
  - (b) A recovery residence that seeks to begin operating after July 1, 2024, may be permitted by the cabinet to operate for a period of not more than six (6) months if the recovery residence provides the cabinet with proof that it has initiated a certification process with a certifying organization; and
  - (c) Notwithstanding paragraph (a) of this subsection, a recovery residence that provides on-site clinical services or access to on-site clinical services operating without certification from a certifying organization on June 30, 2024, shall be permitted to continue operating after July 1, 2024, but shall be

required to provide proof of certification by a certifying organization to the cabinet no later than December 31, 2024.

**Effective:** July 15, 2024

**History:** Amended 2024 Ky. Acts ch. 132, sec. 2, effective July 15, 2024. -- Created 2023 Ky. Acts ch. 85, sec. 2, effective June 29, 2023.

**222.504 Powers and duties of cabinet -- Legal actions -- Fines -- Compliance.**

- (1) The cabinet shall:
  - (a) Require certified recovery residences to provide proof of certification at least annually;
  - (b) Require certified recovery residences to notify the cabinet of any change in their certification status, including but not limited to a suspension or revocation of certification by a certifying organization;
  - (c) Require separate proof of certification for each recovery residence owned or operated by an individual or entity in the Commonwealth;
  - (d) Post on its website the name, telephone number, and location by local jurisdiction of each certified recovery residence and shall update the list at least quarterly;
  - (e) Post on its website the name of each certifying organization approved by the cabinet; and
  - (f) Notify local governments with appropriate jurisdiction of receipt of proof of certification from a recovery residence within thirty (30) days of receipt of proof of certification.
- (2) The cabinet shall not disclose the address of a recovery residence except to local governments, local law enforcement, and emergency personnel.
- (3) The cabinet may:
  - (a) In lieu of posting the information required by subsection (1)(d) of this section to its website, post a link to another website that aggregates information on certified recovery residences or other information providers; and
  - (b) Promulgate administrative regulations in accordance with KRS Chapter 13A to carry out the provisions of this section and KRS 222.500, 222.502, 222.506, 222.508, and 222.510.
- (4) If a recovery residence violates any provision of this section, KRS 222.502, or any administrative regulation promulgated thereunder, the cabinet and local governments are hereby granted the authority and legal standing necessary to impose civil fines as permitted under subsection (5) of this section and to initiate appropriate legal action to compel a recovery residence that is operating in violation of KRS 222.502 to cease operating.
- (5)
  - (a) Any certified recovery residence or other person operating a recovery residence who knowingly fails to submit any report, data, or other information as may be required by the cabinet through the promulgation of an administrative regulation or by a local government through the enactment of a local ordinance or who submits fraudulent reports, data, or information may be subject to civil fines established by the cabinet through the promulgation of an administrative regulation or by a local government through the enactment of a local ordinance.
  - (b) Any person or entity who knowingly establishes, maintains, or operates an uncertified recovery residence in violation of KRS 222.502 may be subject to civil fines established by the cabinet through the promulgation of an

administrative regulation or by a local government through the enactment of a local ordinance.

- (6) Notwithstanding any law to the contrary, a recovery residence that furnishes proof of current certification from a certifying organization to a local government shall be presumed by the local government to be in compliance with this section and KRS 222.500, 222.502, 222.506, 222.508, and 222.510.

**Effective:** July 15, 2024

**History:** Amended 2024 Ky. Acts ch. 132, sec. 3, effective July 15, 2024. -- Created 2023 Ky. Acts ch. 85, sec. 3, effective June 29, 2023.

**222.506 Requirements for recovery residences -- Prohibition against providing medical and clinical services -- Exceptions.**

- (1) A recovery residence shall:
  - (a) Clearly disclose the following by inclusion in any advertising and by posting such a notice in a conspicuous location inside the residence:
    1. Notice that the recovery residence is not a treatment facility;
    2. A list of services offered by the recovery residence; and
    3. If the recovery residence is exempt from certification pursuant to KRS 222.502(1)(b), notice that the recovery residence is exempt from certification requirements;
  - (b) Require residents to abstain from the use of alcohol, illicit drugs, and other intoxicating substances;
  - (c) Require residents to participate in recovery support services including through a peer-to-peer supervision model; and
  - (d) Allow individuals who are receiving medication for addiction treatment to continue to receive such treatment while residing in the recovery residence as directed by a licensed prescriber.
- (2) A recovery residence shall not, except as permitted under subsection (3) of this section, directly provide any medical or clinical services including on-site medication administration.
- (3)
  - (a) The requirement that residents abstain from the use of intoxicating substances established in subsection (1)(b) of this section shall not apply to any legally prescribed medication when used by a resident as directed by a licensed prescriber.
  - (b) Subsection (1)(d) of this section shall not apply to any recovery residence owned or operated by an entity that is exempted, in part or in whole, pursuant to 42 U.S.C. sec. 3607 or 12187 from compliance with the Americans with Disabilities Act, Pub. L. No. 101-336, or the Fair Housing Act, Pub. L. No. 100-430.
  - (c) The prohibition on the provision of on-site medical and clinical services established in subsection (2) of this section shall not apply to:
    1. The self-administration of prescribed medications by a resident as directed by a licensed prescriber within his or her scope of practice;
    2. Verification of abstinence from the use of alcohol, illicit drugs, and other intoxicating substances; or
    3. The provision of on-site medical and clinical services, including telehealth services and other in-residence services, to an individual residing in a recovery residence by a licensed medical or behavioral health provider provided that:
      - a. The licensed provider is not employed or contracted by the recovery residence unless at least one (1) of the following criteria is met:
        - i. The recovery residence does not receive payment from the

licensed provider;

- ii. The recovery residence makes on-site clinical services available from an outside service provider, but each resident may utilize the clinical service provider of his or her choosing; or
  - iii. The recovery residence is operated by or is a direct subsidiary of the licensed provider and the services are provided as part of a continuum of care that can be shown by the recovery residence operator to include step-down facilities with resident-driven length of stay or referral thereof;
- b. The recovery residence has not required or otherwise induced a resident to receive services from a specific provider unless the recovery residence is operated by or is a direct subsidiary of the provider and the services are provided as part of a continuum of care that can be shown by the recovery residence operator to include step-down facilities with resident-driven length of stay or referral thereof; and
  - c. The licensed provider and the recovery residence shall each, as applicable, comply with 18 U.S.C. sec. 220, 42 U.S.C. sec. 1320a-7b(b), and 42 U.S.C. sec. 1395nn and any amendments thereto.

**Effective:** July 15, 2024

**History:** Amended 2024 Ky. Acts ch. 132, sec. 4, effective July 15, 2024. -- Created 2023 Ky. Acts ch. 85, sec. 4, effective June 29, 2023.

**222.508 Entities required to refer individuals to certified or recognized recovery residences -- Consideration of certified or recognized residences by courts -- Eligibility for state and federal funding.**

After June 30, 2024:

- (1) When referring an individual who is in need of recovery residency services, the following individuals and entities shall only refer individuals to a recovery residence that has provided the cabinet with proof of certification by a certifying organization as required by KRS 222.502(1) or that is recognized as part of the Recovery Kentucky Program administered by the Kentucky Housing Corporation:
  - (a) State agencies;
  - (b) State-contracted vendors;
  - (c) Political subdivisions of the state;
  - (d) Health care providers who are licensed in the Commonwealth; and
  - (e) Behavioral health providers who are licensed in the Commonwealth.
- (2) When making orders or recommendations that an individual under its supervision receive recovery residency services, any court of the Commonwealth shall give first consideration to recovery residences that have provided the cabinet with proof of certification by a certifying organization as required by KRS 222.502(1) or that are recognized as part of the Recovery Kentucky Program administered by the Kentucky Housing Corporation.
- (3) Only recovery residences that have provided the cabinet with proof of certification by a certifying agency as required by KRS 222.502(1) or that are recognized as part of the Recovery Kentucky Program administered by the Kentucky Housing Corporation shall be eligible to receive state funding and, to the extent permitted under federal law, federal funding for the delivery of recovery residency services in the Commonwealth.

**Effective:** June 29, 2023

**History:** Created 2023 Ky. Acts ch. 85, sec. 5, effective June 29, 2023.

**222.510 Local government's authority to regulate use of property.**

Nothing in KRS 222.500 to 222.510 shall be interpreted or construed to alter, amend, or otherwise infringe upon a local government's authority to regulate the use of property through properly enacted land use laws pursuant to KRS Chapter 100, rental property regulations, or any other local government authority provided under the law.

**Effective:** June 29, 2023

**History:** Created 2023 Ky. Acts ch. 85, sec. 6, effective June 29, 2023.



**CITY OF VERSAILLES  
NEIGHBORHOOD GRANT PROGRAM**

On June 18, 2024 at the recommendation of Mayor Brian Traugott, the City of Versailles council approved Municipal Order 2024-7 extending the Neighborhood Grant Program to continue through Fiscal Year 2025. The project should improve a neighborhood (or area) by contributing to a better quality of life.

**Applications are presented to the council as they are received until the total amount budgeted for the program has been exhausted. Approved projects will be awarded a sum up to \$7,500 per project. Once project has been approved by the City of Versailles council, it must be completed within six months or by June 30, 2025 - whichever comes first. Neighborhoods and areas that have previously been awarded two grants will not be considered for another grant until after February 1, 2025.**

**Section A: Contact Information**

Neighborhood name or description of your area (Example: Merewood Neighborhood or Stout Avenue Area):  
The Shire at Helmsley II

Estimated number of households benefiting from this grant: 58

1. Total number of households or businesses in project area: 58

2. Number of people volunteering for proposed project: 10

Applicants from Three (3) Separate Households:

**Primary Project Coordinator\***

Name: Jeff Staton  
Address: 125 B Rumsey Circle  
City, State, Zip: Versailles, KY 40383  
Phone: 540-569-0019

\*City of Versailles staff will reach out to primary project coordinator first for all communications.

**Second Applicant**

Name: Paul Huber  
Address: 142 B Rumsey Circle  
City, State, Zip: Versailles, KY 40383  
Phone: 859-983-2611

**Third Applicant**

Name: Scott McClain  
Address: 154 B Rumsey Circle  
City, State, Zip: Versailles, KY 40383  
Phone: 859-221-4757





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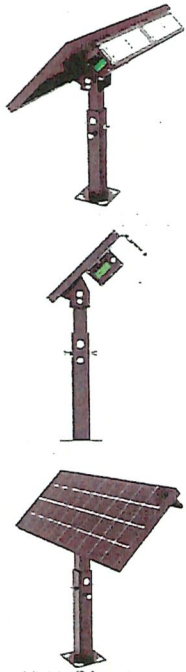
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Floodlight Fixtures | Solar Lighting

## Solera 4000K Off-Grid Solar LED Flood Fixture

SKU: SL-SFL-20W-40K-BK-G2 | Ordering Code: SL-SFL-20W-40K-BK-G2 |  
UPC: 844006062477



**\$653.79** each

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### Product Highlights

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- Energy efficient replacement for a 150 watt HID bulb
- Estimated life of 45.7 years based on 3 hours use per day

### Description

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The Solera 4000K off-grid solar LED flood fixture features an all-in-one design. No need for a power source, which eliminates the need for wiring and trenching.

*Ideal for signage, billboards, walls, pathways, etc.*

- The battery can support up to 5-6 nights with cloudy days, and includes a heat isolating blanket
- Light engine can be used as a power bank
- Standard operating mode: 4 hours of 100% brightness and then 25% for the remainder of the night with one charge
- Dusk to dawn operation
- Equivalent to a 150 watt HID
- Optional Garden Stake # RP-SFL-MS-G1 available
- Li-Ion battery lasts at least 1500 charge cycles and is replaceable
- Adjustable LED fixture and solar panel. The height is adjustable from 16" to 21"
- Charge time 8-9 hours
- Battery life up to 50 hours on standard mode
- Battery charging temperature 32°F to 113°F
- Operating temperature -4°F to 140°F
- The measurements shown are for the solar panel

Solar fixture performance is heavily influenced by the environment. Sun light level, ambient temperatures, snow, dirt and program selection will affect performance.

## Product Documents

### Manufacturer Spec Sheet

## Full Specs

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|                                   |                        |
|-----------------------------------|------------------------|
| <b>Brand</b>                      | Light Efficient Design |
| <b>Model Number</b>               | SL-SFL-20W-40K-BK-G2   |
| <b>HID Equivalent</b>             | 150                    |
| <b>CRI</b>                        | 80                     |
| <b>Color Temperature (Kelvin)</b> | 4000                   |
| <b>Brightness (Lumens)</b>        | 2000                   |
| <b>Average Rated Life (hr)</b>    | 50000                  |
| <b>Operating Temperature (°F)</b> | -4 to 140              |
| <b>Beam Angle (°)</b>             | 120                    |
| <b>Bulb Type Supplied</b>         | LED                    |
| <b>Width (in)</b>                 | 26                     |
| <b>Height (in)</b>                | 11                     |
| <b>Finish</b>                     | Black                  |
| <b>Warranty</b>                   | 3 year limited         |
| <b>Solar Powered</b>              | Yes                    |
| <b>Wet Location</b>               | Yes                    |
| <b>Adjustable</b>                 | Yes                    |
| <b>Dusk to Dawn</b>               | Yes                    |



