

Mayor  
J. Byron Chapman

Commissioners  
Paul Hayden  
Amy Oliver  
Mark Stigers  
Ron Wolf



City Clerk  
Brittany Veto  
(502) 245-2762  
[cityofmiddletownky.org](http://cityofmiddletownky.org)

Middletown City Commission  
Regular Meeting Minutes  
City Hall – 11803 Old Shelbyville Road  
June 12<sup>th</sup>, 2025 – 6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call- City Clerk Brittany Veto called the roll:
  - Commissioner Amy Oliver – Present
  - Commissioner Paul Hayden – Present
  - Commissioner Mark Stigers – Present
  - Commissioner Ron Wolf – Present
  - Mayor Byron Chapman – Present
  - Treasurer Tracy Dohn- Present
4. Minutes
  - a. May 8, 2025 Regular Meeting Minutes:  
Motion to approve minutes as corrected by Commissioner Wolf, seconded by Commissioner Hayden, motion passed unanimously.
  - b. May 29, 2025 Special Meeting Minutes:  
Motion to approve minutes Commissioner Hayden, seconded by Commissioner Oliver, motion passed unanimously.
5. Treasurer's Report
  - a. General Fund – April & May 2025:  
Questions raised on account allocations related to Light Up Middletown and City Festival on page 146. Adjustments will be made to misclassified entries. Motion to approve the treasurers reports with corrections made by Commissioner Oliver, seconded by Commissioner Hayden, motion passed unanimously.
  - b. Road Fund – April & May 2025:  
Reports acknowledged as part of the general fund motion.
6. Middletown Cemetery Association, Inc., Board of Trustees
  - a. Cemetery Fund – April & May 2025:  
Motion to approve the treasurers reports made by Commissioner Stigers, seconded by Commissioner Hayden, motion passed unanimously.

7. Announcements/Updates

a. Republic Services Yard Waste Issues:

Residents have been mixing trash with yard waste, causing landfill problems. A letter and sticker program will be distributed to address the issue. The City will also include info in the newsletter and social media.

8. Presentations

a. HB Productions (Trevor):

Trevor was not present. Discussion on Light Up Middletown options continued. Trevor booked a Santa Claus for \$400 if city intends to use existing contact. This will be on the agenda for the June 26, 2025 special meeting.

9. Reports

a. Middletown Police Department: Chief Rob Herman reported two resignations and current efforts to fill vacancies. Recruitment is ongoing.

b. Public Works Department: Chris provided his report.

- Chris Mann noted a successful concert event, reduced code violations, and salt dome progress. Expected completion: first week of July.
- *Fiber Expansion*: Work continues with Lumos (T-Fiber), resolving issues at intersections. Payment is pending; permit will be released upon receipt.
- *Blackthorn Road Damage*: Lumos and AT&T both contributed to road humps. AT&T accepted responsibility for some. City will add cable installation standards to future permits.
- *Playground Static Issue*: Problem persists. Contractor will attempt to ground the structure and test resolution.

c. Business License & OCC Registration: Additional staff position posted, no viable candidates yet.

d. Middletown Historic Museum: Museum continues activity. No current plans to hire; one candidate expressed interest for future consideration.

e. Middletown Chamber of Commerce: Report submitted. Upcoming ribbon cutting August 5 for CPR training non-profit.

f. 2025 Event Planning: Frequency Band scheduled to return. Further decisions for Light up Middletown pending Trevor's input.

g. Playground and Static Electricity:

Staff investigating static shock issues. Turf and equipment contractors are deflecting responsibility. Further testing and grounding planned.

10. General Public Comment- No comments

11. Contracts/Municipal Orders/Ordinances/Resolution

a. ORD 05-29-2025-A (24/25 Budget Amendment – 2nd Reading):

Motion to approve as amended made by Commissioner Stigers, seconded by Commissioner Wolf, adopted unanimously by roll call vote. (EXHIBIT "A")

b. ORD 06-12-2025-A (Tax Rate – 1st Reading):

Motion to approve the first reading made by Commissioner Oliver, seconded by Commissioner Wolf, motion passed unanimously. Second reading scheduled for June 26, 2025.

- c. ORD 05-29-2025-B (25/26 Budget Adoption – 2nd Reading):  
Motion to adopt the 25/26 budget made by Commissioner Stigers, seconded by Commissioner Wolf, adopted unanimously by roll call vote. (EXHIBIT "B")
- d. MO 06-12-2025-A (2025 Health Insurance):  
Motion to approve the 2025 health insurance contributions provided by KLC made by Commissioner Hayden, seconded by Commissioner Oliver, motion passed unanimously. (EXHIBIT "C")
- e. Contract Addendum- Derby City Social Media
  - Motion made by Commissioner Hayden, seconded by Commissioner Wolf to approve Derby City Media (Social Media) contract for one year at current terms. Motion passed unanimously. (EXHIBIT "D")
- f. Contract Addendum-Tufano Media
  - Motion made by Commissioner Stigers, seconded by Commissioner Oliver to approve Tufano Media contract for one year at current terms. Motion passed unanimously. (EXHIBIT "E")
- g. Updated Request for Funding Form:  
Discussion was had regarding post event accountability. The city clerk with draft a checklist to include as the third page of the application. City clerk to email draft to commissioners to review prior to next regularly scheduled meeting where it will be presented and considered for final approval.
- h. MO 06-12-2025-B (Parks Master Plan – QK4):  
Motion to approve the QK4 master plan made by Commissioner Hayden, seconded by Commissioner Oliver, motion passed unanimously. A special meeting with QK4 to be scheduled. Commissioners encouraged to submit ideas in advance. (EXHIBIT "F")

## 12. Attorney Report

- a. 12601 Old Henry:  
Complaint over lighting. Attorney Singler and staff to meet with church to review compliance with land development code.
- b. Data Vault Drive:  
City awaiting engineering documents for road transfer. Attorney requires legal description and title chain.

## 13. Adjournment

- a. Motion to adjourn carried. Meeting concluded at approximately 7:00 PM.

Attest:

Brittany Veto, City Clerk



J. Byron Chapman, Mayor



CITY OF MIDDLETOWN  
ORDINANCE 05-29-2025-A  
AN ORDINANCE RELATING TO AMENDING THE BUDGET  
FOR THE CITY OF MIDDLETOWN FOR THE  
FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY  
ESTIMATING THE REVENUES AND RESOURCES AND  
APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an annual budget proposal and message have been prepared and delivered to the City Commission and an annual budget ordinance adopted, and

WHEREAS, the City Commission has reviewed such budget at the end of the fiscal year that it pertains to and has made the necessary modifications to account for projected spending through June 2025 after reviewing the actual spending in the various budget categories during the fiscal year,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MIDDLETOWN:

Section 1: The annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, is hereby amended as follows:

	<u>General Fund</u>	<u>Road Aid Fund</u>	<u>Cemetery</u>
ESTIMATED REVENUES:			
Property taxes	2,050,905.00		
Delinquent Tax Revenue	5,000.00		
Business License	65,000.00		
Occupational Tax	2,400,000.00		
Occ & Bus. Lic. Delinquent	20,000.00		
<u>Occ Suspense Accts</u>	<u><sup>1</sup>60,000.00</u>		
Mineral Severance	700.00		
Franchise Bank Tax	235,000.00		
ABC Licenses	90,000.00		
Sign Permits	5,000.00		
Franchise Fees	5,000.00		
Insurance Premium Taxes	1,175,000.00		
Cable Franchise	89,000.00		
Right of Way Encroachment Fees	6,000.00		
Rental Income	4,000.00		
Art Studio Lease	78,092.00		
<u>Capstone Church</u>	<u><sup>2</sup>21,102.00</u>		
Wetherby Park	10,660.00		
Interest income	<u><sup>3</sup>275,000.00</u>		
State and Federal Grants	765,054.00		
Police income	117,819.00		
Misc. Income	18,000.00		
Municipal Road Aid		150,000.00	
General Fnd.		250,000.00	
Interest		30,000.00	
Middletown Cemetery			37,500.00
Total Available for App.	<u><sup>4</sup>7,496,332.00</u>	430,000.00	37,500.00

<sup>1</sup> New Entry

<sup>2</sup> New Entry

<sup>3</sup> ~~165,000.00~~ add \$110,0000 for interest from KLC investment fund accounts.

<sup>4</sup> ~~7,305,230.00~~



	<u>General Fund</u>	<u>Road Aid Fund</u>	<u>Cemetery</u>
APPROPRIATIONS:			
12556 Shelbyville Road	3,954.00		
Community Center Expense	<sup>5</sup> <u>71,708.00</u>		
Community Outreach Expense	64,000.00		
Cross Creek Park	10,053.00		
Historic Gas Station Expense	950.00		
Legal/Professional Fees	121,000.00		
Office Supplies & Equipment	<sup>6</sup> <u>160,500.00</u>		
Personnel Expenditures	<sup>7</sup> <u>1,171,979.00</u>		
Preservation, Recreation, Landscaping	156,000.00		
Public Health & Safety	980,000.00		
Wetherby House	69,938.00		
Wetherby Park	63,562.00		
11905 Old Shelbyville Rd	3,000.00		
Public Works	<sup>8</sup> <u>67,453.00</u>		
Police Expenditures	<sup>9</sup> <u>2,430,834.00</u>		
Capital Projects	2,050,586.00		
Cemetery			37,448.00
Municipal Road Aid		424,610.00	
Contingency Fund	0.00		
Total Appropriations:	<sup>10</sup> <u>7,425,517.00</u>	424,610.00	37,448.00
Excess Income After Appropriations:	<sup>11</sup> <u>70,815.00</u>	5,390.00	52.00

Section 2. This ordinance shall take effect and be in force from and after its passage and publication.

FIRST READING and introduction held 29<sup>th</sup> day of May, 2025.

SECOND READING and adoption the 12<sup>th</sup> day of June, 2025.

  
J. Byron Chapman, Mayor

ATTEST:

  
Brittany Veto, City Clerk

Those in Favor: 5

Those Opposed: 0

<sup>5</sup> ~~43,708.00~~

<sup>6</sup> ~~135,500.00~~

<sup>7</sup> ~~1,126,979.00~~

<sup>8</sup> ~~42,453.00~~

<sup>9</sup> ~~2,391,395.00~~

<sup>10</sup> ~~7,218,678.00~~

<sup>11</sup> ~~86,552.00~~

CITY OF MIDDLETOWN  
ORDINANCE 05-29-2025-B  
AN ORDINANCE RELATING TO ENACTING A BUDGET  
FOR THE CITY OF MIDDLETOWN FOR THE  
FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY  
ESTIMATING THE REVENUES AND RESOURCES AND  
APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an annual budget proposal and message has been prepared and delivered to the City Commission, and

WHEREAS, the City Commission has reviewed such budget and made necessary modifications,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MIDDLETOWN:

Section 1: The annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, is hereby adopted as follows:

	<u>General Fund</u>	<u>Road Aid Fund</u>	<u>Cemetery</u>
ESTIMATED REVENUES:			
Property taxes	2,065,218.00		
Delinquent Tax Revenue	5,000.00		
Business License	69,500.00		
Occupational Tax	3,200,000.00		
Occ & Bus. Lic. Delinquent	20,000.00		
Occ Suspense Accts	40,000.00		
Mineral Severance	500.00		
Franchise Bank Tax	225,000.00		
ABC Licenses	65,000.00		
Sign Permits	3,000.00		
Franchise Fees	5,500.00		
Insurance Premium Taxes	1,500,000.00		
Cable Franchise	80,000.00		
Right of Way Encroachment Fees	20,000.00		
Art Studio Lease	83,000.00		
Capstone Church	43,445.00		
Wetherby Park	10,660.00		
Interest income	275,000.00		
Grant Rev. Sidewalks	715,908.00		
Grant Rev. Park Benches/Trash Cans	3,000.00		
Police income	111,235.00		
Misc. Income	18,000.00		
Municipal Road Aid		150,000.00	
General Fnd.		300,000.00	
Interest		30,000.00	
Middletown Cemetery			43,000.00
Total Available for App.	8,558,966.00	480,000.00	43,000.00

	<u>General Fund</u>	<u>Road Aid Fund</u>	<u>Cemetery</u>
APPROPRIATIONS:			
12556 Shelbyville Road	4,652.00		
Community Center Expense	57,071.00		
Community Outreach Expense	66,587.00		
Cross Creek Park	10,056.00		
Historic Gas Station Expense	958.00		
Legal/Professional Fees	122,000.00		
Office Supplies & Equipment	188,500.00		
Personnel Expenditures	1,504,000.00		
Preservation, Recreation, Landscaping	181,000.00		
Public Health & Safety	990,000.00		
Wetherby House	78,828.00		
Wetherby Park	63,007.00		
11905 Old Shelbyville Rd	3,000.00		
Public Works	160,814.00		
Police Expenditures	3,061,821.00		
Capital Projects	1,757,765.00		
Cemetery			37,065.00
Municipal Road Aid		475,010.00	
Contingency Fund	0.00		
Total Appropriations:	8,250,059.00	475,010.00	37,065.00
Excess Income After Appropriations:	308,907.00	4,990.00	5,935.00

Section 2. This ordinance shall take effect and be in force from and after its passage and publication.

FIRST READING and introduction held 29th day of May, 2025.

SECOND READING and adoption the 12th day of June, 2025.

  
Byron Chapman, Mayor

ATTEST:

  
Brittany Veto, City Clerk

Those in Favor: 5  
Those Opposed: 0

**CITY OF MIDDLETOWN**  
**MUNICIPAL ORDER NO. 06-12-2025-A**  
**A MUNICIPAL ORDER OF THE CITY OF MIDDLETOWN, KENTUCKY**  
**RELATING TO THE EMPLOYEE HEALTH INSURANCE REMIBURSEMENT**

**WHEREAS**, the City of Middletown Ordinance Section 37.151 (B) allows all full-time employees health insurance reimbursement for themselves and their dependents, and

**AND WHEREAS**, Ordinance Section 37.151 (B) requires the city to set a maximum amount of reimbursement based on the statewide average and the Kentucky League of Cities wage and salary survey and the City Commission desires to update its reimbursement beginning with its new budget July 1,2025 and thereafter,

**NOW THEREFORE, BE IT RESOLVED;**

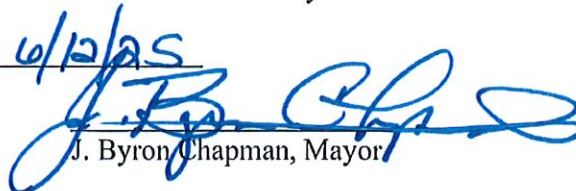
Section 1: Beginning with the effective date of the city's upcoming budget, July 1, 2025, and continuing thereafter until changed by the Middletown City Commission, all full-time employees are eligible for health insurance reimbursement for themselves and their dependents under Section 37.151(B) up to the following maximum reimbursement amounts:

Employee Only \$661.00  
Employee and Child \$944.00  
Employee with Spouse \$1,086.00  
Family \$1,589.00

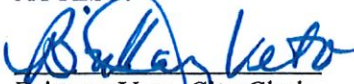
Each employee desiring to take advantage of the health insurance reimbursement shall submit proof of insurance coverage and the cost of the premium to the city and promptly inform the city of any changes to the policy or cancellation of the policy.

Section 2. This Municipal Order shall take effect immediately.

Passed and approved: 6/12/25

  
J. Byron Chapman, Mayor

ATTEST:

  
Brittany Veto, City Clerk

Those in favor:

5

Those opposed:

0



ADDENDUM TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF MIDDLETOWN, KENTUCKY AND DERBY CITY SOCIAL MEDIA

This Addendum is made and entered into this 12th day of June, 2025, by and between the City of Middletown, Kentucky ("City") and Derby City Social Media ("Contractor") for the purpose of amending the original Professional Services Contract approved by Municipal Order No. 06-13-2024-C.

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 13, 2024, for the provision of digital media and communication support services to the City of Middletown; and

WHEREAS, the City desires to extend the contract for an additional one-year term at the same rate;

NOW, THEREFORE, the parties agree as follows:

1. Extension of Term:

The contract is hereby extended for one (1) additional year, through and including June 13, 2026.

2. Compensation:

The Contractor shall continue to be compensated at the rate of \$189.00 per month, payable in quarterly installments, in accordance with the original contract terms.

3. Termination:

The City retains the right to terminate this contract at any time, consistent with the provisions of the original agreement.

4. Remainder Unchanged:

All other terms and provisions of the original contract not amended by this Addendum shall remain in full force and effect.

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

Mayor   
City of Middletown, Kentucky

Date: 26 Jun 25

Authorized Representative

Derby City Social Media

Date:  6/25/2025  
21861846D8C74C0...

ADDENDUM TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF MIDDLETOWN, KENTUCKY AND TUFANO MEDIA

This Addendum is made and entered into this 12<sup>th</sup> day of June, 2025, by and between the City of Middletown, Kentucky ("City") and Tufano Media ("Contractor") for the purpose of amending the original Professional Services Contract approved by Municipal Order No. 06-13-2024-B.

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 13, 2024, for the provision of strategic communication services supporting the City of Middletown and the Middletown Police Department; and

WHEREAS, the parties desire to extend the term of the original agreement; NOW, THEREFORE, the parties agree as follows:

1. Extension of Term:

The term of the original contract is hereby extended for one (1) additional year, through and including June 13, 2026.

2. Compensation:

All rates, terms, and conditions set forth in the original contract shall remain unchanged during the extension period. The annual rate is \$6,000.

3. Remainder Unchanged:

All other provisions of the original contract not amended by this Addendum shall remain in full force and effect.

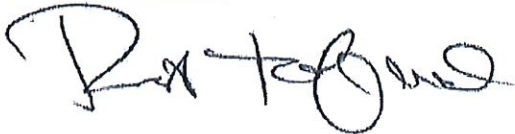
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above.

Mayor   
City of Middletown, Kentucky

Date: 17 Jun 25

Authorized Representative  
Tufano Media

Date: 6/16/2025



CITY OF MIDDLETOWN  
MUNICIPAL ORDER NO. 06-12-2025-B  
A MUNICIPAL ORDER RELATING TO THE APPROVAL OF DESIGN SERVICES FOR A  
PARKS MASTER PLAN

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WHEREAS, the City of Middletown desires to develop a comprehensive master plan to guide the future development, improvement, and utilization of its public parks and green spaces;

AND WHEREAS, QK4 Engineering has demonstrated expertise in municipal planning and design, and has submitted a proposal to provide professional design services for the development of a parks master plan;

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF MIDDLETOWN COMMISSION AS FOLLOWS:

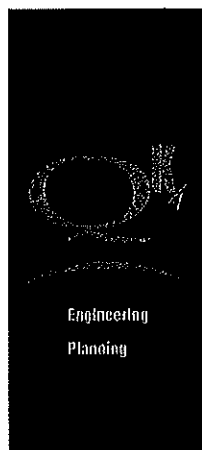
1. That the City of Middletown shall solicit the professional design services of QK4 Engineering to prepare a master plan for the City of Middletown parks system.
2. That the scope of work and deliverables shall be consistent with the proposal submitted by QK4 Engineering, and the total cost of design services shall not exceed Eight Thousand Five Hundred Dollars (\$8,500.00).
3. That the Mayor is hereby authorized to execute any and all agreements or documents necessary to carry out the intent of this Order.
4. That this Order shall take effect upon its adoption.

ADOPTED AND APPROVED this 12th day of June, 2025.

  
J. Byron Chapman, Mayor

ATTEST:

 6/12/25  
Brittany Veto, City Clerk

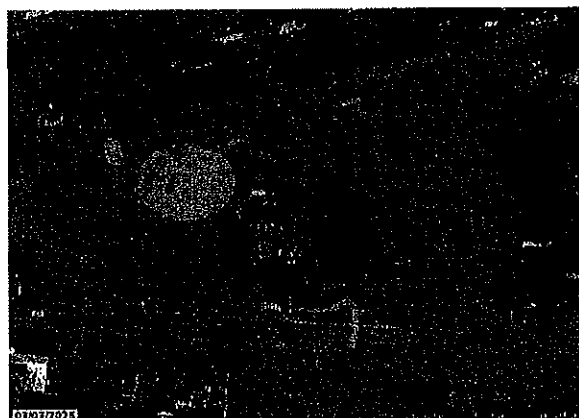


9920 Corporate Campus Drive, Suite 1200  
Louisville, Kentucky 40223  
502-585-2222  
www.qk4.com

May 23, 2025

Mayor J. Byron Chapman  
11803 Old Shelbyville Road  
Middletown, KY 40243  
Via Email

**Wetherby Park**  
11803 Old Shelbyville Road  
Middletown, Kentucky 40243



Dear Mayor Chapman,

Pursuant to your request, we are providing this letter of proposal for landscape design and park master planning services for Wetherby Park and more particularly described as follows.

#### **SECTION 1.0 – LANDSCAPE PLAN (Phase 1)**

Qk4 will create a landscape plan in the area around the new playground, and along the walkway from new playground to existing shelter, generally along the path. Areas for benches will be selected, and site furnishings will be chosen. A concept plan will be developed using LOJIC mapping, aerial photography, and state Lidar as a base. Concept plan will be presented to City of Middletown for feedback prior to finalization of plan. One meeting is included.

*Fixed Fee: \$5,000.00*

#### **SECTION 2.0 – PARK MASTER PLAN (Phase 2)**

Qk4 will prepare a master plan for Wetherby Park for future development. Components of the plan will be confirmed at a future pre-design meeting, but could include: overall park landscape plan, additional site furnishings, and amphitheater. The fee is an estimate at this time and will be confirmed once scope is solidified.

*Hourly with Estimated Budget: \$7,500.00*

#### **SECTION 3.0 ADDITIONAL SERVICES**

This proposal does not include surveying or site investigation of any kind, planning and zoning, detailed civil design or construction plans or permits, structural engineering, architectural design, 3D renderings, site lighting, irrigation design, meetings outside of what is included in Section 2.0, construction administration, or reimbursable expenses and fees charged by local, state, and federal agencies. Any additional work not covered under this proposal is subject to authorization by the Client and will be billed in accordance with the attached Billing Schedule, Exhibit "A".





Mayor Chapman  
May 23, 2025

#### SECTION 4.0 COMPENSATION

This contract is subject to terms outlined in the Attachment "B" "General Terms and Conditions". The Client shall compensate the Engineer for services rendered in accordance with Sections 1.0 – 3.0 as shown in those sections. Work will be phased by Task and will proceed upon Client authorization. If you accept this proposal, please notify Qk4 of the acceptance by having an authorized signatory for the owner sign below and return as notice to proceed.

If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

Handwritten signature of Ashley W. Bartley in black ink.

Ashley W. Bartley, RLA  
Partner, Project Manager

Handwritten signature of Robert B. Campbell in black ink.

Robert B. Campbell, PE  
Vice President

Approved:

Title:

Date:

Handwritten signature of J. Ryan Chapman in blue ink.  
\_\_\_\_\_  
Mayor City of Middletown  
\_\_\_\_\_  
17 Jun 25  
\_\_\_\_\_

**ATTACHMENT "B"**  
**GENERAL TERMS AND CONDITIONS**

1. The Client's, or Owner's, responsibilities shall include, but not be limited to, the following:
  - a. Provide all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which will be required to be included in the drawings and specifications.
  - b. Assist the Engineer by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
  - c. Furnish to the Engineer, as required for performance of this Agreement, data prepared by or services of others, including but not limited to: core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in the Scope of Work; all of which the Engineer may rely upon in performing his services.
  - d. Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services.
  - e. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
  - f. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the Owner may require, or the Engineer may reasonably request, with regard to legal issues pertaining to the Project, including any that may be raised by Contractors, such auditing service as the Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the Construction Contract.
  - g. Designate a person to act as the Owner's representative with respect to the services to be rendered under this Agreement, and provide the Engineer with work, home and fax telephone numbers.

Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

- h. Give prompt written notice to the Engineer whenever the Owner or others become aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of contractors.
  - i. Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement, or other services as required.
  - j. Bear all costs incurred by the Engineer in enforcing any agreement or obligation assumed by the Owner herein, including but not limited to the cost of litigation and fees for legal services.
  - k. On written request of either the Owner or the Contractor, the Engineer shall interpret and decide matters concerning performance of the Owner and the Contractor under requirements of the Contract documents. The Owner will pay the Engineer for these services in accordance with the Additional Services provisions in the Agreement. Decisions of the Engineer shall be consistent with the intent of the Contract documents and shall be made with reasonable promptness. The Engineer shall endeavor to secure faithful performance by both the Owner and Contractor and shall not show partiality to either. The Engineer shall not be liable to either the Owner or the Contractor for results of interpretations or decisions the Engineer has rendered in good faith. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, cost (including reasonable attorneys' fees and cost of defense) or liability for injury or loss arising or allegedly arising from the Engineer's service as a claim arbiter.
2. The Owner shall promptly report to the Engineer any defects or suspected defects in the Engineer's work or services of which the Owner becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontractors at any level to obtain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Engineer, shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
3. Unless specifically included in the Scope of Services, additional services subject to additional compensation to the Engineer when authorized by the Owner orally or in writing shall include, but not be limited to the following:
- a. Making revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control of the Engineer or are necessitated by accelerated document production for the convenience of the Owner.
  - b. Providing professional services made necessary by the default of the Contractor or by defects in the work of the Contractor in the performance of the Construction Contract.
  - c. Providing assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing operation and maintenance.

- d. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
4. Invoices will be submitted to the Owner on a monthly basis, terms net thirty (30) days. Past-due balances shall be subject to interest at the rate of one and one-half (1-1/2) percent per month. In addition, the Engineer may, after giving five (5) days written notice to the Owner, suspend services under this Agreement until the Owner has paid in full all amounts due the Engineer for services rendered and expenses incurred, including interest on past-due invoices. All services rendered and charges made as a result of this Agreement are considered valid unless written notice to the contrary is received on or before ten (10) days after the date of the invoice.
5. Where the method of compensation is based on a time-and-material basis, the following provisions shall apply:
- a. The minimum time for charging of field work is four (4) hours. The minimum time segment for charging of work accomplished is one-half (1/2) hour. Where applicable, rental charges will be applied to the Project to cover the cost of sophisticated apparatus, instrumentation, or other technical equipment.
  - b. Expenses properly chargeable to the Project which are reimbursable at cost times a fifteen (15) percent handling and administrative charge shall include, but not be limited to: travel and living expenses of personnel when away from the office on business connected with the Project; identifiable communications, shipping, and reproduction costs; GPS equipment; fees paid for securing approval and permits from authorities having jurisdiction over the Project; computer time; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased or expended specifically for the Project.
  - c. Project related travel in the Engineer's vehicles will be charged to the Owner at \$0.30 per mile.
6. The Owner and the Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Nothing contained in this paragraph shall prevent the Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Owner and the Engineer.



7. Costs and schedule commitments shall be subject to re-negotiation for unreasonable delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, acts of God or of the public enemy, or act or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this Agreement.
8. Statements of probable Construction Cost and detailed cost estimates prepared by the Engineer represent his best judgment as an Engineer familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Engineer cannot and does not guarantee that bids will not vary from any statement of probable Construction Cost or other estimate prepared by him, and makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual cost.
9. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the Engineer in the event that the Project is permanently abandoned.

In the event of termination, not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date. Service performed between the date of the latest invoice and the termination date shall be compensated for based upon time devoted to the Project by the Engineer at the hourly rates for the classifications shown in Exhibit "A", together with expenses then due and all Termination Expenses as defined below.

Termination Expenses include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus five (5) percent of the Engineer's total compensation earned to the time of termination.

10. All documents including drawings, specifications, computer files, field data, notes, and other documents prepared by the Engineer pursuant to this Agreement are instruments of service in respect of the Project, and shall remain the property of the Engineer. The Owner shall be permitted to retain copies, including reproducible copies for his information, use and the purpose described in this Agreement. The Engineer shall be compensated for the cost of such copies. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

11. The Engineer will prepare all work in accordance with generally accepted professional practices, and it is not the intention of the Engineer to provide or offer to provide services inconsistent with or contrary to such practices, nor to make any warranty or guarantee, express or implied.
12. Unless the Owner requires otherwise, the Engineer will maintain insurance coverage in the following amounts:

Workmen's Compensation	Statutory
Employer's Liability	\$ 100,000
General Liability:	
Bodily Injury/Property Damage	\$ 500,000
Excess Coverage	\$ 1,000,000
Automobile Liability:	
Bodily Injury	\$ 250,000/500,000
Property Damage	\$ 250,000

Premiums for insurance in addition to the above-stated normal coverage, to protect the Owner and/or others when requested by the Owner, shall be paid by the Owner.

13. If the Project involves construction, the term Construction Cost shall be defined as: The total cost of the entire Project to the Owner, but it will not include the Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include the Owner's legal, accounting, insurance consulting or auditing services, or interest and financing charges incurred in connection with the Project. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designated or specified by the Engineer.
  - a. For completed construction work the total costs of all work performed as designed or specified by the Engineer.
  - b. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.
  - c. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Costs, or if none is available, the Engineer's most recent opinion of probable Construction Cost.

Labor furnished by the Owner for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner will be included at current market prices. No deduction is to be made from the Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

14. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

15. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Engineer, the Owner covenants and agrees that all such drawings and data are instruments of service of the Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The Owner and the Engineer agree that any CADD files prepared by either party shall conform to the specifications listed. The electronic files submitted by the Engineer to the Owner are submitted for an acceptance period of ten (10) days. Any defects the Owner discovers during this period will be reported to the Engineer and will be corrected as part of the Engineer's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Owner agrees to waive all claims against the Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Engineer.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Engineer or from any reuse of the drawings and data without the prior written consent of the Engineer.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

16. The Owner shall rely on the Engineer's judgment as the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should the Engineer call for contract renegotiations, the Engineer shall identify the changed conditions necessitating renegotiations and the Engineer and the Owner shall promptly and in good faith enter into renegotiations of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
17. It is understood and agreed that the Engineer's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Owner requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in the Agreement.

18. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arise out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19. It is acknowledged by both parties that the Engineer's scope of services does not include any service related to asbestos or hazardous or toxic materials. In the event the Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Engineer's services, the Engineer may, at his or her option without liability for consequential or any other damages, suspend performance or services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

20. The Owner and the Engineer agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

It is further agreed that any suit, claim or legal proceeding of any kind between the Owner and the Engineer shall be brought in a court of competent jurisdiction in the Commonwealth of Kentucky.

21. The Engineer shall indicate to the Owner the information needed for rendering of services hereunder. The Owner shall provide to the Engineer such information as is available to the Owner and the Owner's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Owner is providing. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Owner to the Engineer.
22. In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, cost,



damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed the aggregate amount of the claims or the Engineer's total fee for services rendered on this project, whichever is smaller. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

23. The Agreement comprises the final and complete agreement between the Owner and the Engineer. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of the Agreement. Execution of the Agreement signifies that each party has read the document thoroughly, had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the Engineer.

**Qk4 EXHIBIT "A"**  
**STANDARD HOURLY RATES & DIRECT COSTS**  
**October 2023**

<u>Classification</u>	<u>Rate Per Hour</u>
Principal	\$235.00
Project Manager/Department Head	\$190.00
Project Engineer	\$160.00
Project Landscape Architect	\$160.00
Project Environmentalist	\$160.00
Project Planner	\$160.00
Director of Right-way	\$160.00
Registered Engineer	\$140.00
Registered Landscape Architect	\$140.00
Registered Land Surveyor	\$140.00
Registered Planner	\$140.00
Sr. Designer	\$135.00
Computer Graphic Artist	\$115.00
Engineer (Engineer-In-Training and/or Graduate)	\$115.00
Graduate of Landscape Architecture	\$115.00
Planner	\$115.00
Environmentalist	\$115.00
Right-of-Way Tech	\$115.00
Designer	\$95.00
Jr. Designer	\$85.00
Construction Inspector	\$85.00
Instrumental Person	\$80.00
Clerical	\$75.00
Co-op / Intern	\$65.00
Rod Person	\$50.00
Three Person Field Cres (105/50/50)	\$235.00
Two Person Field Crew (105/80)	\$185.00
One Person Robotics/GPS/Field Crew (80)	\$80.00

**Note:** Principal's charge for Expert Witness is \$400.00. Direct reimbursable expenses shall carry a handling charge of 15%. Accounts more the 30 days in arrears shall bear a carrying charge at the rate of 1.5% per month from the date of the invoice.