

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#22**

AN ORDINANCE GRANTING A FRANCHISE TO DUKE ENERGY KENTUCKY, INC. TO OPERATE AN ELECTRIC AND NATURAL GAS DISTRIBUTION SYSTEM WITHIN THE TERRITORIAL LIMITS OF THE CITY OF DAYTON, KENTUCKY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY TO EXECUTE A FRANCHISE AGREEMENT BETWEEN THE CITY AND DUKE ENERGY KENTUCKY, INC. FOR THE OPERATION OF AN ELECTRIC AND NATURAL GAS DISTRIBUTION SYSTEM WITHIN THE CITY.

WHEREAS, Duke Energy Kentucky Inc. (“Grantee”) currently operates an electric and natural gas distribution system (“Gas & Electric System”) within the territorial limits of the City of Dayton, Kentucky (the “City”); and

WHEREAS, Grantee has responded to a Notice of Bids for Franchise issued by the City pursuant to the provisions of the Kentucky Constitution of its intent and desire to renew its Gas & Electric System franchise within the City and to negotiate a new franchise agreement between the Grantee and the City; and

WHEREAS, Grantee’s performance under its existing franchise has been satisfactory, and the franchisee has substantially complied with all material terms of the existing franchise and with applicable law; and

WHEREAS, the City and Grantee have negotiated a franchise agreement authorizing the Grantee the right to operate a Gas & Electric System in the City for a period of time not to exceed 20 years, pursuant to Section 164 of the Kentucky Constitution.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AS FOLLOWS:

SECTION I

The City hereby grants to Grantee a nonexclusive franchise to provide and operate a Gas & Electric System within the territorial limits of the City of Dayton, Kentucky, for a period not to exceed 20 years in accordance with the terms and conditions set forth in the Franchise Agreement with the Grantee, which attached hereto as Exhibit “A” and incorporated by reference herein and made part hereof.

The Mayor is hereby authorized and directed to execute the above-referenced Franchise Agreement with Duke Energy Kentucky Inc. on behalf of the City.

SECTION II

This Ordinance shall be adopted according to law, executed, recorded, and published and shall be effective upon publication, according to law.

First Reading: December 10, 2024
Second Reading:

CITY OF DAYTON, KENTUCKY

BY: MAYOR BEN BAKER

ATTEST:

TRISTIAN KLEIN
CITY CLERK/TREASURER

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky and as such I further certify that the foregoing Ordinance, including the attached Exhibit "A," which is incorporated into the Ordinance, is a true, correct, and complete copy of the Ordinance duly adopted by the City Council of the City after two readings on the dates referenced above, and has been signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT "A"

DISTRIBUTION OF ELECTRICAL AND NATURAL GAS ENERGY FRANCHISE AGREEMENT

This Distribution of Electrical and Natural Gas Energy Franchise Agreement (“Agreement”) is entered into and made effective as of _____, 2024 (“Effective Date”), by and between the City of Dayton, Kentucky, a municipal corporation and city of the home rule class (“City” or “Franchisor”), and Duke Energy Kentucky, Inc. (“Franchisee”).

Section 1. Non-Exclusive Franchise Granted Subject to Conditions.

A. The City hereby grants to Franchisee, subject to the conditions prescribed in this Agreement, the nonexclusive franchise rights and authority (“Franchise”) to construct, install, replace, repair, monitor, maintain, use, operate, and remove its equipment and facilities necessary for distribution of electrical and natural-gas energy (“Facilities”) in, under, on, across, over, and through those areas of the city where Franchisee is already providing said gas and/or electric service and other areas in the future as the parties may agree in writing. Franchisee hereby accepts the Franchise granted pursuant to this Agreement and agrees to provide quality service within the City as required and regulated by the Kentucky Public Service Commission (PSC).

B. The foregoing Franchise rights and authority shall not be deemed to be exclusive to Franchisee and shall in no way prohibit or limit the City’s ability to grant other franchises, permits, or rights along, over, or under the areas to which this Franchise has been granted to Franchisee. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent the City from using its rights-of-way or affect the City’s jurisdiction over such rights-of-way in any way consistent with applicable law.

Section 2. Franchise Limitations. City does not warrant the suitability of any portion of its rights-of-way for the purposes for which Franchisee may desire to use them under this Agreement, nor does the City warrant the condition of any structure, pole, or other improvement currently located within the City’s rights-of-way. Franchisee hereby accepts the City’s rights-of-way and all publicly owned improvements located therein on an AS-IS, WHERE-IS, and WITH ALL FAULTS basis.

Section 3. Authority. The City Administrator or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Agreement and may develop such lawful and reasonable rules, policies, and procedures as he or she deems necessary to carry out the provisions contained herein.

Section 4. Franchise Term. The franchise rights granted herein shall remain in full force and effect for a term period of five (5) years from the Effective Date of this Agreement (“Term”). The Term of this Agreement shall be automatically renewed for up to three (3) additional periods of five (5) years each (“Renewal Term”), unless either the City or Franchisee provides the other party written notice of their intention not to renew the Term of this Agreement at least 180 days prior to the expiration date of the then current Term or Renewal Term, as the case may be;

provided, however, the total duration of the Term of this Agreement shall not exceed twenty (20) years as provided under Section 164 of the Kentucky Constitution.

Section 5. Acceptance of Terms and Conditions. Failure on the part of Franchisee to provide an executed original of this Agreement to the City Clerk within sixty (60) calendar days (or longer or shorter as the parties may agree) of the City Council approving this Agreement shall be deemed a rejection thereof by Franchisee and shall result in this Agreement being null and void and having no further force or effect, and in such case, all rights granted under this Agreement shall terminate.

Section 6. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as noncompliance with the terms of this Agreement. To the extent that any of the rules, regulations, or restrictions set forth herein conflict with the rules, regulations, or restrictions of the Public Service Commission (PSC), the rules, regulations, or restrictions of the PSC shall be controlling.

A. Permit Required. No installation, construction, expansion, or material modification of the Facilities shall be undertaken in the Franchise Area without first obtaining all required right-of-way use and/or construction permits as required under all applicable ordinances of the City and under all regulations and other requirements of the Kentucky Public Services Commission (PSC) and all other governing bodies, where applicable. All construction, removal, alteration(s), and maintenance of Facilities shall abide by the City's permitting process, including the City's Public Right-of-Way Ordinance, § 96.50 *et seq.* of the City Code of Ordinances ("Code") and its Historic Preservation Ordinance, § 156.01 *et seq.* of the Code and all zoning and building codes, and any amendments to these ordinances or any regulations adopted in connection with these ordinances, whether currently in force or adopted in the future.

B. Construction Standards. Any construction, installation, maintenance, operation, and/or restoration activities performed by or for Franchisee within the Franchise Area shall be constructed and located in a manner so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All work and improvements made by Franchisee and its contractors shall be so performed in a safe and workmanlike manner and comply with all applicable federal, state, and local laws. This Franchise Agreement shall not be construed in a manner that would create an obligation, requirement, or duty on the part of the Franchisee that is in any way inconsistent with Kentucky law or its tariff on file with and approved by the Commission. Franchisee shall not locate any new overhead wires or cables across any roadway without the express prior approval of the City. Express approval shall not be required for repairs and replacements to existing overhead Facilities. In the performance of any work by Franchisee relating to its Facilities under this Agreement, Franchisee, at its sole cost and expense, shall restore and repair any damage to the City's rights-of-way or any public improvements located therein to their original condition as existed prior to the commencement of such work. Any construction, installation, maintenance, operation, and restoration activities undertaken by the Franchisee within the Franchise area shall conform and be subject to all City ordinances and regulations, including the previously referenced Code §§ 96.50 *et seq.* and 156.01

et seq., and any subsequent amendments thereto, and further provided that any such work or project by the Franchisee shall be promptly and diligently prosecuted to completion, and that upon such completion, the streets, alleys, sidewalks, and other public ways of the City shall exist in as good condition and repair, same as before such work was commenced. To the extent City ordinances and regulations conflict with orders, rules, or regulations of the Kentucky Public Service Commission (“Commission”), the Commission’s orders, rules, or regulations shall be controlling over City ordinances and regulations.

C. Relocation. Whenever the City causes any public improvement to be constructed within the Franchise Area, and such public improvement requires the relocation of Franchisee’s Facilities, the City shall provide Franchisee with written notice requesting such relocation along with any plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination, and the development of a relocation plan. The City, including its engineer or other designee, and Franchisee shall meet at a time and location determined by the City to discuss the project requirements, including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details. The City shall not be liable to Franchisee for any lost revenues or any other costs incurred by Franchisee in relocating its Facilities due to or as a result of any City public improvement project. Franchisee shall endeavor to relocate any Facilities within thirty (30) days after the City’s request to the Franchisee, but if Franchisee notifies the City of circumstances that prevent the Franchisee from taking such action within 30 days, the parties will agree to a reasonable time frame beyond this time period to complete this work and the thirty-day requirement will be waived in such case.

D. Removal or Abandonment. Upon the removal from service of any electrical Facilities within the Franchise Area, Franchisee shall comply with all applicable standards and requirements prescribed by the City and/or PSC for the removal or abandonment of said electrical Facilities. No electrical Facilities constructed or owned by Franchisee may be abandoned in place without the express prior written consent of the City. This provision does not apply to natural gas Facilities.

E. “One-Call” Location & Liability. Franchisee shall subscribe to and maintain membership in the regional “call before you dig” utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to Franchisee’s Facilities or for interruptions in service to Franchisee’s customers that are a direct result of work performed for any City project for which Franchisee has failed to properly locate its Facilities within the prescribed time limits and guidelines established.

F. As-Built Plans Required. Franchisee shall maintain accurate engineering plans and details of all installed system Facilities within the City jurisdictional limits, and upon request by the City, Franchisee shall provide such information in electronic form prior to the close-out of any permit issued by the City and any work undertaken by Franchisee pursuant to this Agreement.

G. Compliance with PSC Rules and Regulations and Notice of Rate Increases.

Franchisee shall at all times comply with all rules, regulations, and policies promulgated by the Kentucky Public Service Commission and shall at all times maintain in good standing any licenses, certificates of need, and other governmental approvals authorizing Franchisee to engage in the activities permitted under this Agreement. Franchisee agrees to provide City with notice of any application it files before the Commission for an increase in rates and charges for a certificate of public convenience and necessity for capital investment. This notice shall be in the medium required by the Commission and pursuant to Kentucky Administrative Regulations for any future rate filings during the term of this Franchise Agreement and the Franchisee will inform the City how to access these records filed in any such docket before the Commission.

H. Tree Trimming.

Franchisee shall have the right, at its own expense, to trim trees located in or overhanging the City rights-of-way that are interfering with the operation of its Facilities and/or related equipment only to the extent necessary to keep the branches of the trees from interfering with such Facilities. All trimming and pruning shall comply with all applicable ordinances of the City, and when trees are pruned, the Franchisee shall follow all industry standards regarding safety and quality as they pertain to pruning trees near electric utility lines (ANSI A300). Notwithstanding the foregoing and prior to engaging in such activity, Franchisee shall submit to the City a tree trimming or pruning plan for approval by the City Administrator or his or her designee. Franchisee shall provide notice to adjacent private property owners prior to trimming or pruning of these trees. Any person engaged by Franchisee to provide tree trimming or pruning services shall be deemed, for purposes of this Agreement, to be an employee or agent of Franchisee, and in no event shall such person be deemed an employee or agent of the City.

Section 7. Insurance. Franchisee already operates within the City by providing natural gas and electric service and is a self-insured entity with limits of \$1,000,000 in general liability, worker's compensation, and automobile coverage. For this reason, the Franchisee is not required to maintain separate liability insurance and is not required to post a surety bond, so these requirements are hereby waived.

Section 8. Other Permits & Approvals. Nothing in this Agreement shall relieve Franchisee from any obligation to obtain approvals or necessary permits from applicable federal, state, and local authorities for all activities in the Franchise Area.

Section 9. Transfer of Ownership. The rights, privileges, benefits, title, or interest provided by this Agreement shall not be sold, transferred, assigned, or otherwise encumbered without the prior written consent of the City, which consent may be conditioned upon such transferee agreeing in writing to be bound by all of the terms and conditions of this Agreement. Approval shall not be required for any transfer from Franchisee to another person or entity controlling, controlled by, or under common control with Franchisee or if Franchisee adopts a new company name without a change in control.

Section 10. Fees. It is the intention of the City that Franchisee compensate City for the use of the City's rights-of-way because they are valuable assets of the City that: (a) the City has acquired and maintains at the expense of its taxpayers and citizens; (b) the City holds in trust for the benefit of its citizens; and (c) the grant to Franchisee of the use of the City's rights-of-way is a valuable right without which Franchisee would be required to invest substantial capital in right-of-way acquisition costs. Accordingly, it is the intention of the City and Franchisee to obtain and to pay a fair and reasonable compensation for grant of this Franchise.

- A. Permit Fees. Franchisee shall pay to City all fees the City requires to obtain permits and for processing permit applications for the Facilities pursuant to any ordinance of City, as now codified or as shall be codified in the future, or pursuant to its permit application fee structure generally applicable to all other users of the City rights-of-way.

- B. Franchise Fees. The initial Franchise Fee to the City will be 3.5% of the gross receipts of the Franchisee from the sale of natural gas and electricity for consumption within City. The Franchise Fee is due to be paid the City within thirty (30) days after the end of each Calendar Quarter and will be based on the gross receipts of the Franchisee from the sale of electricity or natural gas within the City during the previous Calendar Quarter. This payment will be accompanied by a certification signed by an officer of the Franchisee or a Certified Public Accountant employed by or on behalf of the Franchisee indicating the quarter's gross receipts, payment calculation, and any necessary gross-ups for collections by the Franchisee. The Franchise Fee required hereby is not in substitution or in lieu of any other tax, fee, imposition, or charge for which the Franchisee would otherwise be responsible and liable. The Franchise Fee required hereby is in consideration of the use of the public streets, alleys, and other public grounds within the City by the Franchisee pursuant to the provisions of the Franchise hereby established, since such use is a valuable right in property, the acquisition and maintenance of which is very expensive to the City; and, without such use, the Franchisee would be required to acquire easements on private property for the transmission and distribution of natural gas and electricity, at considerable expense to the Franchisee.

- C. Customer Billings/Complaints: City acknowledges and agrees that Franchisee's customer billing payment methods are presently adequate and include U.S. Mail, automatic bank draft, one-time electronic bank draft, paperless billing, card payments via mobile app, web, automated phone system via Speedpay, and its pay agent network consisting of seventy-five (75) locations in the Commonwealth of Kentucky, including 16 fee-free Kroger locations. City further acknowledges and agrees that Franchisee's procedures for receiving customer complaints about billings, service issues, and other issues are presently adequate.

Section 11. Notices. Any notice to be served upon the City or Franchisee shall be delivered to the following addresses respectively by either personal delivery or by nationally recognized overnight delivery service:

CITY/FRANCHISOR:

City of Dayton, Kentucky
Attn: Mayor
514 Sixth Avenue
Dayton, KY 41074

FRANCHISEE:

Attn: _____

With copy to:

City Administrator
Attn: Jay Fossett
514 Sixth Avenue
Dayton, KY 41074

With copy to:

Attn: _____

Section 12. Indemnification. To the extent permitted by applicable law and except with respect to Claims based on the City’s gross negligence or willful misconduct, Franchisee shall at all times fully defend, indemnify, protect, and save harmless the City and its elected officials, nonelected officers, employees, agents, and representatives (individually, an “Indemnitee,” and collectively, the “Indemnitees”) from and against any and all occurrences, claims, demands, actions, suits, proceedings, liabilities, losses, fines, penalties, damages, expenses, costs, including reasonable attorneys’ fees and legal costs (collectively, “Claims”), which might be claimed now or in the future and arise out of, or are caused by, whether directly or indirectly: (a) the installation, construction, operation, modification, maintenance, repair, and removal of the Facilities; (b) the acts or omissions of Franchisee, or its contractors, subcontractors, employees, and agents in the operation and maintenance of the Facilities; (c) Franchisee’s failure to comply with the provisions of any applicable law to which it or the Facilities are subject; and (d) Franchisee’s failure to comply with the terms and conditions contained in this Agreement.

Franchisee shall, at its sole risk and expense, upon demand of the City made by and through its City Administrator or City Attorney or their successors, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative, or otherwise, brought or instituted by third persons or duly constituted authorities against or affecting the City, its officers, boards, commissions, agents, or employees, and arising out of or pertaining to action of the Franchisee in the exercise or the enjoyment of such Franchise or the granting thereof by the City.

Section 13. Environmental Laws. Franchisee shall comply with and shall cause its contractors, subcontractors and vendors to comply with all rules, regulations, statutes, or orders of the U.S. Environmental Protection Agency, the Kentucky Department for Environmental Protection, and any other governmental agency with the authority to promulgate and enforce environmental rules and regulations applicable to Franchisee’s use of any portion of the City rights-of-way under this Agreement (“Environmental Laws”). Franchisee shall promptly reimburse the City for any costs, expenses, fines, or penalties levied against the City because of Franchisee’s failure, and/or the failure of its contractors, subcontractors and/or vendors to comply with Environmental Laws.

Neither Franchisee -- nor its contractors, subcontractors, or vendors -- shall possess, use, generate, release, discharge, store, dispose of, or transport any hazardous or toxic materials on, under, in, above, to, or from its work sites except in compliance with the Environmental Laws. "Hazardous Materials" mean any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Franchisee shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances into the City's storm sewer system or sanitary sewer system or elsewhere on or in the City rights-of-way or on other property within the City in violation of the Environmental Laws.

Section 14. Severability. If any section, sentence, clause, or phrase of this Agreement is held to be invalid or unenforceable, the remaining sections, sentences, clauses, and phrases shall not be affected thereby and shall remain in full force and effect and be legally binding upon the parties hereto.

Section 15. Reservation of Rights. The parties agree that this Agreement is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this Agreement or any local ordinance that may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this Agreement. It is the intention of the parties to the Agreement to preserve their respective rights and remedies under the law, and the execution of this Agreement does not constitute a waiver of any rights or obligations by either party under the law.

Section 16. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. Franchisee shall not by this Agreement obtain any vested rights to use any portion of the City rights-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits or later codified by the City.

Section 17. Governing Law. This Agreement shall be governed by the domestic laws of the Commonwealth of Kentucky, County of Campbell, and any applicable federal laws of the United States of America that may preempt state laws.

Section 18. Counterparts. This Agreement may be executed in counterpart signature pages by the parties hereto.

Section 19. Authorization. The entering into of this Agreement has been authorized by the Dayton Board of City Council by passage of Ordinance 2024-22.

Section 20. Organization and Standing. Franchisee is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly authorized to conduct business in the Commonwealth of Kentucky. Franchisee has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted, to offer services within the Commonwealth of Kentucky, and to execute, deliver, and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.

Section 21. Relationship of Parties. Franchisee shall be responsible and liable for its contractors, subcontractors, sublicensees, and vendors. The City has no control or supervisory powers over the manner or method of Franchisee's, or its contractors', subcontractors' and sublicensees' performance under this Agreement. All personnel Franchisee uses or provides are its employees, contractors, subcontractors, or sublicensees and not City employees, agents, or subcontractors for any purpose whatsoever. The relationship between City and Franchisee is at all times solely that of Franchisor and Franchisee, not that of partners or joint venturers.

Section 22. Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties.

Section 23. Amendment. This Agreement may only be amended or modified by a written instrument executed by all of the parties hereto.

Section 24. Non-Waiver. If either party fails to require the other to perform a term or condition of this Agreement, that failure does not prevent the party from later enforcing that term or condition. If either party waives a breach of this Agreement by the other party, that waiver does not waive a later subsequent breach of this Agreement.

Section 25. Mechanics Liens. Franchisee shall keep all portions of the City's rights-of-way wherein its Facilities and related equipment are located or placed free from any mechanics liens or encumbrances arising from any work performed, materials furnished, or obligations incurred by or at the request of Franchisee. If any lien is filed against the City's rights-of-way or any portion thereof or other property belonging to the City as a result of the acts or omissions of Franchisee or its employees, agents, or contractors, Franchisee shall discharge the lien or bond off the lien in a manner satisfactory to the City within thirty (30) days after Franchisee receives written notice from any party that the lien has been filed.

IN WITNESS WHEREOF, the parties have hereunto set their signatures as of the Effective Date described above.

CITY:

FRANCHISEE:

City of Dayton, Kentucky
By: Ben Baker
Title: Mayor

Duke Energy Kentucky, Inc.
By: _____
Title: _____

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2025-1R**

AN ORDER/RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH PROPERTY OWNERS ON GRANT PARK DRIVE AND TO ACCEPT A DECLARATION OF EASEMENTS FROM ONE PROPERTY OWNER FOR THE PURPOSE OF MAKING PUBLIC IMPROVEMENTS AT THESE PROPERTIES FOR THE PURPOSE OF COLLECTING AND DIRECTING STORMWATER AND GROUNDWATER FROM THESE PROPERTIES INTO THE PUBLIC STORMWATER SYSTEM ON GRANT PARK DRIVE.

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, property owners at 145, 149, 153, and 156 Grant Park Drive (“Subject Properties”), and the Sanitation District No. 1 (“SD1”) have agreed to work together jointly to address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate stormwater-sewer system on Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement to SD1 from the City;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City has applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors has approved its request;

WHEREAS, owners of three of the Subject Properties (“Property Owners”) have each agreed to pay \$2,500 each toward the project costs to connect discharge pipes from their sump pumps into the public stormwater system on Grant Park Drive and also collect other stormwater and groundwater flowing on and under these properties into this system as part of the project (“Stormwater Remediation Project”);

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF DAYTON, KENTUCKY, AS FOLLOWS:

Section 1. The Mayor is authorized to enter into contracts with the Property Owners to undertake the Stormwater Remediation Project and accept a Declaration of Easements by one the Property Owners to allow for construction of the Stormwater Remediation Project. An example of the contracts, including one with a Declaration of Easements, is attached as Exhibit A.

Section 2. Subject to the City’s execution of the above-referenced documents by the Property Owners, the Mayor is authorized to file the executed Declaration of Easements with the Campbell County Clerk’s Office, and he is further authorized to execute and deliver such other commercially reasonable instruments and agreements as may be required to carry out the Stormwater Remediation Project.

Section 3. It is hereby found and determined that all formal actions of the City Council concerning and relating to the passage of this Order/Resolution were taken in an open meeting of the City Council, and that all deliberations of this City Council and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this _____ day of _____, 2025.

That this Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: _____, 2025

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, (the "City"), and as such, I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on January 14, 2024, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2025.

Tristan Klein
City Clerk/Treasurer

EXHIBIT "A"

**STORMWATER REMEDIATION PROJECT AGREEMENT
BETWEEN THE CITY OF DAYTON, KENTUCKY AND JEFF AHRNSEN**

This Agreement (“Agreement”) is entered into as of the ____ day of _____, 2025 by and between and the City of Dayton, Kentucky, a Kentucky municipal corporation whose principal place of business is 514 Sixth Avenue, Dayton, Kentucky 41074 (the “City”), and Jeff Ahrnsen (“Property Owner”), whose address is 156 Grant Park Drive, Dayton, Ky. (PIDN: 999-99-08-702.27) (“Property”).

WITNESSETH:

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, the Sanitation District No. 1, and the owners of properties located at 145, 149, 153, and 156 Grant Park Drive (“Subject Properties”) have agreed to work together to jointly address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate storm-sewer system along Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement between the City and SD1;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments and their residents construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors approved its request and each owner of the Subject Properties have agreed contribute to the project cost to connect the discharge pipes from their sump pumps on private property into the public stormwater system on Grant Park Drive (“Stormwater Remediation Project”);

WHEREAS, the total cost to design and construct the Stormwater Remediation Project is approximately \$67,000 (“Project Cost”).

WHEREAS, the City and the Property Owner are agreeable to entering into a contract for the purpose of constructing the Stormwater Remediation Project; and

WHEREAS, the parties desire to more completely set out their mutual promises and obligations under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Property Owner hereby agree as follows:

1. COST-SHARING AGREEMENT; PAYMENT; RESTORATION

Property Owner agrees to pay \$2,500 to the City to cover its portion the Project Cost for the Stormwater Remediation Project, which will connect the discharge pipe from its private sump pump into the public stormwater system and also collect other stormwater and groundwater flowing on

and under the Property into this stormwater system. The Property Owner may elect one of two ways to pay for its portion of the Project Cost.

The Property Owner may make an up-front payment of \$2,500 to the City upon execution of this Agreement. In the alternative, the Property Owner may authorize the City to make a special assessment against its property (“Special Assessment”) to pay for its share of the Stormwater Remediation Project. Failure of the Property Owner to remit the \$2,500 up-front payment upon execution of this Agreement authorizes the City to treat Property Owner’s payment as a Special Assessment. Under the Special Assessment approach, the Property Owner will pay to the City three separate annual payments in the amount of \$833.33 for its portion of the Project Cost, which will be assessed to the Property Owner on the City’s annual property tax bills for the 2025, 2026, and 2027 tax years.

If Property Owner fails to pay the annual Special Assessment by the due date set forth on the property tax bill, the Property Owner hereby authorizes and consents to the City placing a lien on the Property (“Lien”) to recover any past due amounts and any remaining amounts due on Special Assessment, plus \$46 to cover the filing and releasing of the Lien with the Campbell County Clerk’s Office, as well as any attorney fees and costs incurred by the City in preparing and filing the Lien and enforcing the Lien in Campbell Circuit Court.

Please indicate which approach you wish to take by placing an “x” before one of the two alternatives below:

_____ \$2,500 up-front payment to the City upon execution of this Agreement.

_____ Three annual \$833.33 Special Assessment payments added to the City’s property tax bill.

By making the above-referenced selection, you are authorizing and consenting to the City taking the action set forth in this paragraph.

After construction of the Stormwater Remediation Project is completed, the City, through its contractors and/or its employees and agents, will restore the Property back to substantially the similar condition as it was before the construction work began.

2. DECLARATION OF EASEMENTS

Property Owner will execute a Declaration of Easements to provide both a temporary construction easement and permanent easement for the installation and construction of drains, pipes, and other materials and equipment needed to collect and direct stormwater and groundwater from the Property Owner’s property into the public stormwater system as part of the Stormwater Remediation Project, a copy of which is attached hereto and made by reference a part hereof.

3. NOTICES

Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the parties at their respective addresses as written in

the first paragraph above, unless and until either party sends to the other written notice of a change of such address. A copy of any notice to City shall be sent in care of City Administrator Jay Fossett.

4. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Kentucky.

5. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

6. AMENDMENTS AND MODIFICATIONS

This Agreement may be modified or amended only by written agreement of the parties hereto.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement now existing between the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto.

8. BINDING NATURE

This Agreement is binding upon the respective heirs, successors, and permitted assigns of the parties.

9. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF DATYON, KENTUCKY

PROPERTY OWNER

By: _____
Mayor Ben Baker

By: _____
Jeff Ahnrsen

Date: _____

Date: _____

Exhibit A:
Declaration of Easements

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this “Declaration”) is made as of this the ____ day of _____, 2025, by the **PROPERTY OWNER**, whose address is 156 Grant Park Drive, Dayton, Kentucky 41074, on behalf of itself and all future owners of the Property (“Declarant” and “Owner”).

RECITALS:

A. Declarant is the Owner of certain real property located in Campbell County, Kentucky identified by Campbell County PIDN 999-99-08-702.27, commonly referred to as 156 Grant Park Drive, as is more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Declarant is jointly participating – along with the City of Dayton, Kentucky (“City”) and the Sanitation District No. 1 (“SD1”) – in the construction of a stormwater sewer improvement project on the Property to address stormwater drainage issues there (“Stormwater Remediation Project”);

C. Declarant desires to establish a temporary construction easement as well as a permanent easement for the installation and construction of drains, pipes, and other materials and equipment to collect and direct stormwater from the Property into the public stormwater system as part of the Stormwater Remediation Project, all as more fully set forth in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Property, in consideration of the City and SD1 expending money to make stormwater infrastructure improvements on my property, do hereby declare and set forth this Declaration, which shall run with the land described herein and be binding upon all parties and persons claiming an interest in any of the Property described herein.

WITNESSETH:

1. Declaration of Easements.

(a) Temporary Construction Easement.

Declarant hereby declares and establishes a temporary nonexclusive easement and right-of-way (“Temporary Construction Easement”) for the benefit of the City and its contractors, employees, and agents, over and across the Property for the purpose of (i) installing, constructing, and equipping the Stormwater Remediation Project on a portion of the Property, which is shown in the Plat attached hereto as Exhibit B. The Temporary Construction Easement includes, but is not limited to, the right and privilege by the City (and its contractors, employees, and agents) to store and setup vehicles, heavy equipment, and machinery (“Construction Equipment”) on the Property and go onto and across the Property with Construction Equipment to undertake construction, digging, grading, clearing, and dirt-moving work that may be needed for the construction of the Stormwater Remediation Project. The Temporary Construction

Easement shall expire and terminate, without the requirement of any further documentation, upon the completion of the Stormwater Remediation Project.

(b) Permanent Easement.

Declarant hereby declares and establishes a permanent nonexclusive easement and right-of-way related to the Stormwater Remediation Project for the benefit of the City and SD1 and over and across that portion of the Property depicted and described on attached Exhibit B for construction of the Stormwater Remediation Project and future maintenance of drains, pipes, and other materials and equipment installed as part of the Stormwater Remediation Project.

2. Covenant Running With Land.

The Temporary Construction Easement and Permanent Easement (collectively, the "Easements") created by this Declaration shall be deemed to be covenants running with the land and shall be binding upon any future Owner of the Property, and any persons or entities who may from time to time succeed to the interest of the same. Furthermore, in the event of any legal subdivision(s) of the Property into multiple parcels, the Easements made in this Declaration shall be deemed to continue in full force and effect. By acceptance of any deed, or execution of any lease or contract, or undertaking occupancy of the Property, each Owner and all other persons acknowledge the rights and powers of Declarant with respect to the easements granted herein, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners and subsequent Owners of the Property to keep, observe, comply with, and accept the obligations under this Declaration.

4. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. Notices.

Any request, notice, approval, or communication authorized or required by this Declaration shall be effective if such request, notice, approval or communication is in writing, and is delivered personally and a receipt therefore is obtained, or is sent by certified mail, return receipt requested, and postage prepaid, addressed to the other party as follows:

If to Declarant: Jeff Ahrnsen
156 Grant Park Drive
Dayton, Kentucky 41074

If to City: City of Dayton, Kentucky
514 Sixth Avenue
Dayton, Kentucky 41074
Attention: City Administrator

6. Counterparts.

This Declaration of Easements may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first set forth above.

DECLARANT AND OWNER:

By: _____
Jeff Ahrnsen

STATE OF KENTUCKY)
)SS
COUNTY OF CAMPBELL)

The foregoing Declaration was acknowledged and sworn to before me on _____, 2025, by Jeff Ahrnsen, whose address is 156 Grant Park Drive, Dayton, Kentucky 41074.

Notary Public

My commission expires: _____

Exhibit "A"

Legal Description

GROUP NO: 41692/A4

PIDN 999-99-08-702.27

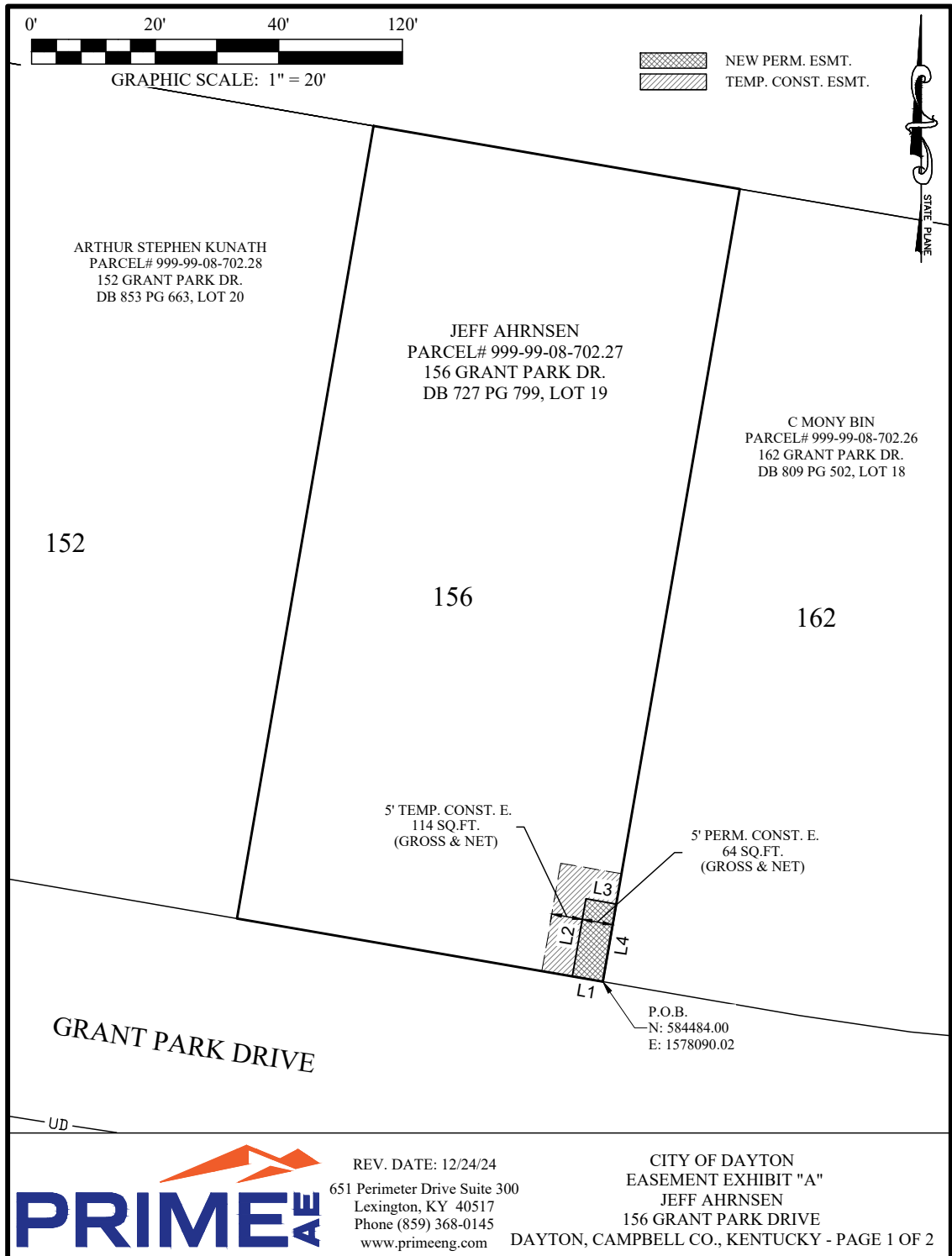
PLAT CABINET E, SLIDES 506B, 507A, 507B AND 508A

PROPERTY ADDRESS: 156 GRANT PARK DRIVE, DAYTON KY 41074

Being all of Lot Number 19, Grant Park PUD, Section 1, as recorded in Plat Cabinet E, Slides 506B, 507A, 507B, and 508A of the Campbell County Clerk's records at Newport, Kentucky.

Exhibit "B"

Plat of Easement Area



**STORMWATER REMEDIATION PROJECT AGREEMENT
BETWEEN THE CITY OF DAYTON, KY. AND [PROPERTY OWNER]**

This Agreement is entered into as of the ____ day of _____, 20__ by and between and the City of Dayton, Kentucky, a Kentucky municipal corporation whose principal place of business is 514 Sixth Avenue, Dayton, Kentucky 41074 (the “City”), and [Property Owner/s] (“Property Owner”), whose address is [Property Address] (“the Agreement”).

WITNESSETH:

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, the Sanitation District No. 1, and the owners of properties located at 145, 149, 153, and 156 Grant Park Drive (“Subject Properties”) have agreed to work together to jointly address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate storm-sewer system along Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement between the City and SD1;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments and their residents construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors approved its request and each owner of the Subject Properties have agreed contribute to the project cost to connect the discharge pipes from their sump pumps on private property into the public stormwater system on Grant Park Drive (“Stormwater Remediation Project”);

WHEREAS, the total cost to design and construct the Stormwater Remediation Project is approximately \$67,000 (“Project Cost”).

WHEREAS, the City and the Property Owner are agreeable to entering into a contract for the purpose of constructing the Stormwater Remediation Project; and

WHEREAS, the parties desire to more completely set out their mutual promises and obligations under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Property Owner hereby agree as follows:

1. COST-SHARING AGREEMENT; PAYMENT; RESTORATION

Property Owner agrees to pay \$2,500 to the City to cover its portion the Project Cost for the Stormwater Remediation Project, which will connect the discharge pipe from its private sump pump into the public stormwater system and also collect other stormwater and groundwater flowing on

and under its property into this system as part of the project. The Property Owner may elect one of two ways to pay for its portion of the Project Cost.

The Property Owner may make an up-front payment the \$2,500 to the City with 30 days of the execution of this Agreement. In the alternative, the Property Owner may authorize the City to make a special assessment against its property (“Special Assessment”) for the Stormwater Remediation Project. Under the Special Assessment approach, the Property Owner agrees to pay the City three separate annual payments in the amount of \$833.33 for its portion of the Project Cost, which will be assessed by the City to the Property Owner on the City’s annual property tax bill.

If Property Owner fails to pay the annual Special Assessment by the due date set forth on the property tax bill, the Property Owner hereby authorizes and consents to the City to place a lien on the Subject Property (“Lien”) to cover any past due amount and any remaining amounts due on Special Assessment, plus \$46 to cover the filing and releasing of the Lien with the Campbell County Clerk’s Office, as well as any attorney fees and costs incurred by the City for preparing and filing the Lien and enforcing the Lien in Campbell Circuit Court.

Please indicate which approach you wish to take by placing an “x” before one of the two alternatives below:

_____ \$2,500 up-front payment to the City upon execution of this Agreement.

_____ Three \$833.33 Special Assessment payments added to City’s annual tax bill.

By making the above-referenced selection, you are authorizing and consenting to the City taking the action set forth in this paragraph.

After construction of the Stormwater Remediation Project is completed, the City, through its contractor and its employee and agents, will restore the Subject Property to a substantially similar condition as it was before the construction began.

2. DECLARATION OF EASEMENTS

Property Owner will execute a Declaration of Easements to provide both a temporary construction easement and permanent easement for the installation and construction of drains, pipes, and other materials and equipment to collect and direct stormwater and groundwater from the Property Owner’s property into the public stormwater system as part of the Stormwater Remediation Project.

3. NOTICES

Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the parties at their respective addresses as written in the first paragraph above, unless and until either party sends to the other written notice of a change of such address. A copy of any notice to City shall be sent in care of City Administrator Jay Fossett.

4. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Kentucky.

5. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

6. AMENDMENTS AND MODIFICATIONS

This Agreement may be modified or amended only by written agreement of the parties hereto.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement now existing between the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto.

8. BINDING NATURE

This Agreement is binding upon the respective heirs, successors, and permitted assigns of the parties.

9. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF DATYON, KY

[Property Owner Name(s)]

By: _____
Ben Baker

By: _____

Title: Mayor

Title:

Date: _____

Date: _____

**Exhibit A:
Declaration of Easements**

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this “Declaration”) is made as of this the ____ day of _____, 20____, by the **PROPERTY OWNER**, whose address is _____, Dayton, Kentucky 41074, on behalf of itself and all future owners of the Property (“Declarant” and “Owner”).

RECITALS:

A. Declarant is the Owner of certain real property located in Campbell County, Kentucky identified by Campbell County PIDN 999-99-_____, commonly referred to as ____ Grant Park Drive, as is more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Declarant is jointly participating – along with the City of Dayton, Kentucky (“City”) and the Sanitation District No. 1 (“SD1”) – in the construction of a stormwater sewer improvement project on the Property to address stormwater drainage issues there (“Stormwater Remediation Project”);

C. Declarant desires to establish a temporary construction easement as well as a permanent easement for the installation and construction of drains, pipes, and other materials and equipment to collect and direct stormwater from the Property into the public stormwater system as part of the Stormwater Remediation Project, all as more fully set forth in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Property, in consideration of the City and SD1 expending money to make stormwater infrastructure improvements on my property, do hereby declare and set forth this Declaration, which shall run with the land described herein and be binding upon all parties and persons claiming an interest in any of the Property described herein.

WITNESSETH:

1. Declaration of Easements.

(a) Temporary Construction Easement.

Declarant hereby declares and establishes a temporary nonexclusive easement and right-of-way (“Temporary Construction Easement”) for the benefit of the City and its contractors, employees, and agents, over and across the Property for the purpose of (i) installing, constructing, and equipping the Stormwater Remediation Project on a portion of the Property, which is shown in the Plat attached hereto as Exhibit B. The Temporary Construction Easement includes, but is not limited to, the right and privilege by the City (and its contractors, employees, and agents) to store and setup vehicles, heavy equipment, and machinery (“Construction Equipment”) on the Property and go onto and across the Property with Construction Equipment to undertake construction, digging, grading, clearing, and dirt-moving work that may be needed for the construction of the Stormwater Remediation Project. The Temporary Construction

6. Counterparts.

This Declaration of Easements may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first set forth above.

DECLARANT AND OWNER:

By: _____
Property Owner

STATE OF KENTUCKY)
)SS
COUNTY OF CAMPBELL)

The foregoing Declaration was acknowledged and sworn to before me on _____, 202__, by _____, whose address is _____.

Notary Public

My commission expires: _____

Exhibit "A"

[Property Description]

Exhibit "B"

[Plat of Easement Area]

**STORMWATER REMEDIATION PROJECT AGREEMENT
BETWEEN CITY OF DAYTON, KENTUCKY AND SAMUEL DAVID TAYLOR**

This Agreement (“Agreement”) is entered into as of the ____ day of _____, 2025 by and between and the City of Dayton, Kentucky, a Kentucky municipal corporation whose principal place of business is 514 Sixth Avenue, Dayton, Kentucky 41074 (the “City”), and Samuel David Taylor (“Property Owner”), whose address is 153 Grant Park Drive, Dayton, Ky. (PIDN: 999-99-08-702.34) (“Property”).

WITNESSETH:

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, the Sanitation District No. 1, and the owners of properties located at 145, 149, 153, and 156 Grant Park Drive (“Subject Properties”) have agreed to work together to jointly address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate storm-sewer system along Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement between the City and SD1;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments and their residents construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors approved its request and each owner of the Subject Properties have agreed contribute to the project cost to connect the discharge pipes from their sump pumps on private property into the public stormwater system on Grant Park Drive (“Stormwater Remediation Project”);

WHEREAS, the total cost to design and construct the Stormwater Remediation Project is approximately \$67,000 (“Project Cost”).

WHEREAS, the City and the Property Owner are agreeable to entering into a contract for the purpose of constructing the Stormwater Remediation Project; and

WHEREAS, the parties desire to more completely set out their mutual promises and obligations under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Property Owner hereby agree as follows:

1. COST-SHARING AGREEMENT; PAYMENT; RESTORATION

Property Owner agrees to pay \$2,500 to the City to cover its portion the Project Cost for the Stormwater Remediation Project, which will connect the discharge pipe from its private sump pump into the public stormwater system and also collect other stormwater and

groundwater flowing on and under the Property into this stormwater system. The Property Owner may elect one of two ways to pay for its portion of the Project Cost.

The Property Owner may make an up-front payment of \$2,500 to the City upon execution of this Agreement. In the alternative, the Property Owner may authorize the City to make a special assessment against its property (“Special Assessment”) to pay for its share of the Stormwater Remediation Project. Failure of the Property Owner to remit the \$2,500 up-front payment upon execution of this Agreement authorizes the City to treat Property Owner’s payment as a Special Assessment. Under the Special Assessment approach, the Property Owner will pay to the City three separate annual payments in the amount of \$833.33 for its portion of the Project Cost, which will be assessed to the Property Owner on the City’s annual property tax bills for the 2025, 2026, and 2027 tax years.

If Property Owner fails to pay the annual Special Assessment by the due date set forth on the property tax bill, the Property Owner hereby authorizes and consents to the City placing a lien on the Property (“Lien”) to recover any past due amounts and any remaining amounts due on Special Assessment, plus \$46 to cover the filing and releasing of the Lien with the Campbell County Clerk’s Office, as well as any attorney fees and costs incurred by the City in preparing and filing the Lien and enforcing the Lien in Campbell Circuit Court.

Please indicate which approach you wish to take by placing an “x” before one of the two alternatives below:

_____ \$2,500 up-front payment to the City upon execution of this Agreement.

_____ Three annual \$833.33 Special Assessment payments added to the City’s property tax bill.

By making the above-referenced selection, you are authorizing and consenting to the City taking the action set forth in this paragraph.

After construction of the Stormwater Remediation Project is completed, the City, through its contractors and/or its employees and agents, will restore the Property back to substantially the similar condition as it was before the construction work began.

2. CONSTRUCTION IN RIGHT-OF-WAY

Property Owner acknowledges and authorizes the construction of the Stormwater Remediation Project in the City’s right-of-way, which traverses the front yard of the Property abutting and parallel to Grant Drive.

3. NOTICES

Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the parties at their respective addresses as written in the first paragraph above, unless and until either party sends to the other written notice of a change of such address. A copy of any notice to City shall be sent in care of City Administrator Jay Fossett.

4. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Kentucky.

5. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

6. AMENDMENTS AND MODIFICATIONS

This Agreement may be modified or amended only by written agreement of the parties hereto.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement now existing between the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto.

8. BINDING NATURE

This Agreement is binding upon the respective heirs, successors, and permitted assigns of the parties.

9. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF DARTON, KENTUCKY

PROPERTY OWNER

By: _____
Mayor Ben Baker

By: _____
Samuel David Taylor

Date: _____

Date: _____

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2025-2R**

**AN ORDER/RESOLUTION AUTHORIZING THE MAYOR
AND CITY ADMINISTRATOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH MIKE
YEAGER AND COMPASS INFRASTRUCTURE GROUP,
LLC TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES TO THE CITY OF DAYTON, KENTUCKY.**

WHEREAS, the City of Dayton, Kentucky (“City”) is focused on maintaining and improving its streets, sidewalks, and other public infrastructure; and

WHEREAS, the City terminated its contract for engineering services with Prime AE Group, Inc. in November 2024; and

WHEREAS, the City issued a Request for Qualifications (“RFQ”) for engineering services on November 25, 2024, which was due on December 28, 2024, and Compass submitted a Statement of Qualifications in response to this RFQ, which is Exhibit “B” of the attached contract; and

WHEREAS, Mike Yeager, who has served as the City Engineer in the City of Dayton since April 2021, now works with Compass Infrastructure Group, LLC (“Compass”), where he heads the company’s Northern Kentucky office; and

WHEREAS, Yeager has been involved in numerous municipal and government engineering projects throughout his career, including several projects in the City of Dayt, and he will continue to serve as the City’s primary project engineer in this new engagement with Compass; and

WHEREAS, Yeager and his firm will provide management and reporting of FEMA and USACE projects; project design; permitting; Sanitation District No. 1 project coordination; working with the Kentucky Division of Water; retaining wall design and permitting; zoning; preparation work for resident meetings; meetings with residents; attending staff and City Council meetings on an as-needed basis; meetings with design teams; meetings with the City Administrator, Mayor, and members of City Council; design management and coordination; compiling and managing street and sidewalk maintenance data; prioritizing street and sidewalk maintenance; drainage system design; storm sewer design and review; surveying; preparing easements; preparing, advertising, consolidating, and managing bid documents and bidding processes; assisting with construction proposals, logistics, and projects; construction administration; assisting with geotechnical issues; site visits; and any other engineering services necessary to assist the City of Dayton, as requested; and

WHEREAS, City staff has determined that Compass Infrastructure Group, LLC was most qualified and responsible engineering firm responding to the City’s RFQ and recommends that the City retain Compass to provide engineering-related services to the City.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF DAYTON,
KENTUCKY, AS FOLLOWS:**

Section I

The Board of Council authorizes the Mayor and City Administrator to execute a Professional Services Agreement with Compass Infrastructure Group, LLC to provide engineering-related services to the City of Dayton. A copy of a proposed contract with Compass Infrastructure Group, LLC is attached hereto as Exhibit "A" and incorporated by reference in this Order/Resolution as if fully rewritten herein.

Section II

That this Order/Resolution shall be maintained and indexed in the Official Order Book by the City Clerk/Treasurer.

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER
January 14, 2025

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing as well as attached Exhibit "A," incorporated therein, is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on January 14, 2025, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2025.

Tristan Klein
City Clerk/Treasurer

EXHIBIT "A"

Proposed Contract with Compass Infrastructure Group, LLC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2025, by and between Compass Infrastructure Group, LLC, a Kentucky Foreign Corporation (hereinafter referred to as the "COMPASS") whose principal place of business is 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231, acting herein through its Emily Preston, its president, and the CITY OF DAYTON, KENTUCKY, a Kentucky municipality (hereinafter referred to as the "DAYTON") whose principal place of business is 614 Sixth Avenue, Dayton, Kentucky 41011.

WHEREAS, DAYTON desires to contract with COMPASS for engineering-related services assisting DAYTON in planning, designing, and managing its streets, sidewalks, infrastructure, and other related engineering services (hereinafter referred to as the "SERVICES"); and

WHEREAS, COMPASS understands the scope of work and desires to provide expertise and professional engineering services for DAYTON;

WHEREFORE, the parties agree as follows:

1. **CONSIDERATION:** COMPASS service fees shall be on a time and materials basis for the classification and at the per hour rate schedule, which is attached hereto as Exhibit "A" and incorporated by reference herein as if fully written. COMPASS and DAYTON agree to review the rates set forth in Exhibit "A" on an annual basis and may mutually agree to adjust those rates based on market or other factors. -In no case

shall any hourly rate increase exceed 4 percent of the previous annual rate unless otherwise agreed to in writing by the City of Dayton.

Payment Procedures.

A. *Preparation of Invoices.* COMPASS will prepare monthly invoices in accordance with the company's standard invoicing practices and submit the invoice to DAYTON. Because some of these invoices will involve SERVICES for projects for which DAYTON has obtained federal, state, or local grants, COMPASS agrees to break down invoices for these individual projects at the request of DAYTON. Invoices shall clearly describe the SERVICES provided by COMPASS employees and hours of each COMPASS employee providing these SERVICES over the invoiced period of time.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt by DAYTON. If DAYTON fails to make any payment due COMPASS for services and expenses within 30 days after receipt of the COMPASS invoice, COMPASS shall notify DAYTON of the delinquency and provide DAYTON seven days to correct the delinquency. If DAYTON fails to correct the delinquency in this time frame, the amounts due COMPASS may be increased at the rate of 0.5% per month until paid. In addition, COMPASS may, without liability, after giving 30 days written notice to DAYTON, suspend services under this Agreement until COMPASS has been paid in full all amounts due for services, expenses, and other related charges.

C. *Disputed Invoices.* DAYTON shall notify COMPASS within 15 days of its receipt of an invoice of any disputed SERVICE fees and provide specific detailed reasons to COMPASS for the disputed SERVICE fees. DAYTON may withhold only that portion so contested, and must pay the undisputed portion within 30 days

D. DAYTON agrees that all documents and electronic data of any nature furnished to DAYTON or its agents or designees in connection with services, if not paid for, will be returned to COMPASS and will not be used by DAYTON for any purpose.

2. **COMPASS DUTIES:** The SERVICES provided by COMPASS will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances (“Standard of Care”). In return for the consideration set forth herein, COMPASS shall perform and carry out, in accordance with the Standard of Care, all of the SERVICES and provide all of the materials necessary to complete engineering projects and provide engineering consultation and advice to DAYTON, as assigned.

These services include, but are not limited to the following: management and reporting of FEMA and USACE projects; project design; permitting; Sanitation District No. 1 project coordination; working with the Kentucky Division of Water; retaining wall design and permitting; zoning issues; meetings; work associate with resident/business owner meetings; meetings with residents and business owners; attending staff and City Council meetings on an as-needed basis; meetings with design teams; meetings with the City Administrator, Mayor, and members of City Council; design management and coordination; compiling and managing street and sidewalk maintenance data; prioritizing street and sidewalk maintenance; drainage system design; storm sewer design and review; surveying; preparing easements; preparing, advertising, consolidating, and managing bid documents and bidding processes; assisting with construction proposals, logistics, and projects; construction administration; assisting with geotechnical issues;

site visits; and any other engineering SERVICES necessary to assist DAYTON, as requested.

COMPASS represents that it has, or will have, at its own expense, all personnel required to perform engineering SERVICES and all state, county, and/or city licenses, permits and professional engineering licenses. Such personnel shall not be employees of or have any contractual relationship with DAYTON.

COMPASS also represents that the statements made to the CITY in its Statement of Qualifications, which is attached hereto as Exhibit "B" and incorporated by reference herein as if fully written, are true and accurate representations upon which the CITY may rely in entering into this Agreement.

3. SUBCONTRACTING: COMPASS agrees that none of the work or services covered by this Agreement shall be subcontracted without prior written approval of DAYTON. COMPASS and DAYTON agree to communicate with each other in good faith and agree to any subcontracting services that may be necessary for COMPASS to perform engineering services for DAYTON. For any subcontractors obtained by COMPASS and approved by DAYTON, COMPASS shall be responsible for and see that all subcontractors have all required state, county and/or city licenses, permits. COMPASS shall make a good faith effort to confirm that any subcontractors who are in good standing with the Secretary of State and that said subcontractors are complying with all laws of the state, county, and city. COMPASS and any subcontractors shall have the appropriate licensing from the DAYTON. COMPASS and any subcontractor shall have worker's compensation coverage and liability coverage sufficient and adequate for SERVICES and the scope of their work herein.

4. COMPASS COMPLIANCE: COMPASS hereby agrees and affirms that it is in good standing with the Kentucky Secretary of State, that it will obtain an occupational license from the city and pay an amounts due to DAYTON under this license, and that it will comply with all other state, county, and/or city regulations. COMPASS shall carry Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate, and Automobile Liability insurance with a combined single of \$1,000,000 per occurrence, with DAYTON as an added insured except workers' compensation and professional liability insurance.

5. TIMELINESS: COMPASS understands and acknowledges that it will provide engineering services in good faith with due diligence in a timely manner in accordance with the Standard of Care. COMPASS understands that DAYTON has deadlines to meet with federal and other agencies, and therefore, COMPASS agrees to meet these reporting requirements.

6. DISPUTE RESOLUTION:

COMPASS and DAYTON agree to work with each other in good faith. They agree to resolve any dispute by informal agreement. If a dispute arises, they agree to meet, communicate, and attempt to resolve the dispute in good faith. If an informal agreement to resolve any dispute cannot be achieved, then the parties may agree to mediation, and if so, they will mutually agree to select a mediator. If that does not resolve the dispute, each party reserves the right to seek legal redress in a court of competent jurisdiction.

7. **NOTICES AND COMMUNICATIONS:** All notices required or permitted under this agreement shall be in writing.

(a) Any communication to COMPASS shall be deemed effective for all purposes as of the date such communication is personally delivered, received via email, or sent to or received by registered or certified mail, return receipt requested, to Mike Yeager at 212 Beechwood Road, Ft. Mitchell KY 41017 (claims-related notices shall be copied to Emily Preston , 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231) or at such other address as may be furnished in writing by COMPASS to the DAYTON.

(b) Any communication to DAYTON shall be deemed effective for all purposes as of the date such communication is personally delivered, received via email, or sent to or received by registered or certified mail, return receipt requested, to Jay Fossett, City Administrator, 516 Sixth Street, Dayton, Kentucky 41073, or at such other address as may furnished in writing by DAYTON to COMPASS.

8. **AMENDMENTS:** DAYTON may, from time to time, require changes in projects. Such changes, including any increase or decrease in compensation that is mutually agreed upon by and between the DAYTON and COMPASS, shall be incorporated in written amendments to this Agreement.

9. **ASSIGNMENTS:** COMPASS shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the DAYTON.

10. **REPORT OF VIOLATIONS:** COMPASS shall reveal any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and

Health of Employees”, and 342 “Workers’ Compensation” by the COMPASS within the previous five years, and shall be in continuous compliance with the provisions of KRS Chapters 136 “Corporation and Utility Taxes”, 139 “Sales and Use Taxes”, 141 “Income Taxes”, 337 “Wages and Hours”, 341 “Unemployment Compensation”, and 342 “Workers’ Compensation” for the duration of this Agreement.

11. INDEMNIFICATION: COMPASS hereby agrees to indemnify and hold harmless DAYTON from and against any and all claims, suits, causes of action, legal or administrative actions of any kind arising from and/or resulting and caused by COMPASS negligent performance of its SERVICES under this Agreement or a breach of duty or any other cause.

With regard to those claims listed above, COMPASS shall carry liability insurance as set forth in Section 4 and shall make DAYTON as an additional insured under that insurance, except workers’ compensation and professional liability insurance. COMPASS shall be required to show a Certificate of Insurance to DAYTON at the commencement of this Agreement and at all times reasonably requested by DAYTON.

Upon request, the COMPASS shall furnish DAYTON with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of insurance policies. Such certificates also shall contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City of Dayton, Kentucky.” COMPASS shall keep workers’ compensation coverage, public liability, and property damage insurance coverage in full force and effect until completion of the DAYTON projects for it provides SERVICES to the city.

12. CONSTRUCTION OF LAWS: This Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky, with venue and court jurisdiction to lie in the Campbell County, Kentucky.

13. TERMINATION: The obligation to provide further services under this Agreement may be terminated for cause, by either party, upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

Termination by COMPASS. If COMPASS has not been paid undisputed SERVICE fees in accordance with the process set forth in Paragraph 1 of this Agreement or believes that it is being requested by DAYTON to furnish or perform services contrary to COMPASS responsibilities as a licensed professional, COMPASS shall have no liability to DAYTON on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure for cause if the defaulting party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow COMPASS to demobilize personnel and equipment from a project site to complete tasks whose value would otherwise be lost, to

prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

A. DAYTON and COMPASS each is hereby bound to the terms of this Agreement, as are their partners, successors, executors, administrators, and legal representatives of each party, to the extent allowed by law.

B. Neither DAYTON nor COMPASS may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

15. SEVERABILITY: In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion of the Agreement shall not affect the validity or enforceability of any other provision or portion of the Agreement.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between DAYTON and COMPASS with respect to the SERVICES to be provide by COMPASS. It is intended by the parties as a final expression of their agreement and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.

17. **BINDING EFFECT**: At all times, this Agreement will inure to the benefit of and constitute a binding obligation on the parties and their respective successors and assigns.

18. **AFFIRMATIONS AND ACKNOWLEDGEMENTS BY COMPASS:**

By execution of this agreement, COMPASS makes the following representations: COMPASS has or will visit project sites, as may be necessary, and become familiar with them and will be satisfied as to the general, local, and site conditions.

IN WITNESS WHEREOF, the DAYTON and the COMPASS have executed this agreement as of the date first above written.

BEN BAKER, Mayor
City of DAYTON, Kentucky

Witness

JAY FOSSETT, City Administrator
City of DAYTON, Kentucky

Witness

Name: EMILY PRESTON
Title: President
COMPASS Group, Inc.

Witness

Exhibit A

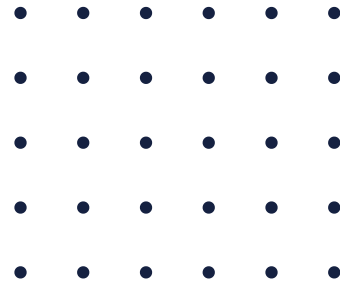
Rate Schedule

HOURLY RATE SCHEDULE

| PERSONNEL CLASSIFICATION | COMPASS HOURLY RATES 2025 |
|---|----------------------------------|
| Principal In Charge/City Engineer | \$200 |
| Project Manager | \$180 |
| Structural Engineer | \$170 |
| Project Engineer | \$140 |
| Professional Land Surveyor | \$145 |
| Project Engineer/Engineer in Training | \$115 |
| CADD Technician | \$85 |
| 2 Person Field Crew (Party Chief & Instrument Person) | \$185 |
| 1 Person Robotic Crew/GPS | \$140 |

Exhibit "B"

Statement of Qualifications
in Response to City of Dayton Engineering RFQ



JAY FOSSETT
JERROD BARKS
BEN BAKER

CITY OF DAYTON
514 SIXTH AVE
DAYTON, KY 41074

DUE: DECEMBER 27, 2024

STATEMENT OF QUALIFICATIONS

CITY OF DAYTON



COMPASS
INFRASTRUCTURE GROUP





COMPASS

INFRASTRUCTURE GROUP

Jay Fossett/Jerrold Barks/Ben Baker
City of Dayton
514 Sixth Avenue
Dayton, KY 41074

Subject: City of Dayton, Kentucky Personal Services Contract

Dear Mr. Fossett, Mr. Barks, & Mayor Baker,

Compass Infrastructure Group (Compass) is pleased to submit our proposal to provide professional engineering services and serve as the City Engineer for the City of Dayton. Compass is prequalified in Rural and Urban Roadway Design, Surveying, Advanced Drainage Analysis & Design, and Structure Design for Spans Under 500 Feet through the Kentucky Transportation Cabinet (KYTC). We have two offices in Ohio that are in Columbus and Canton and have recently opened our first Kentucky Branch in Northern Kentucky. Most of the work for the City of Dayton will be completed out of our Northern Kentucky location. Staff in the Ohio offices will be available to provide support when necessary. We have thoroughly reviewed the request for qualifications and are confident that upon your review of our Team's qualifications and approach that we are the City of Dayton's best choice for engineering design and city engineering services.

I, Mike Yeager, will serve as the Project Manager and City Engineer for the City of Dayton. I was born and raised in Campbell County and have lived my entire life in Northern Kentucky. I am a retired government employee that spent time as the City Engineer for the City of Covington and as a Transportation Engineer for KYTC. My career in the private sector began in September of 2018. Since 2018 I have been fortunate to serve as the on-call City Engineer for a handful of cities in Northern Kentucky – including the City of Dayton since 2021. I have had the unique opportunity to manage engineering projects, including Local Public Agency (LPA) projects, at the state, local, and private level. My familiarity with Northern Kentucky and the experiences I have gained in each of these roles have provided me with the partnerships and administrative skills needed to effectively, and efficiently, serve as the City Engineer for Dayton.

Our firm has the capacity to undertake the role of City Engineer and meet or exceed project schedules and deadlines as they arise. We have a great working relationship with KYTC, Southbank Partners, the Ohio/Kentucky/Indiana Regional Council of Governments (OKI), the United States Army Corps of Engineers (USACE), Campbell County Fiscal Court, other local jurisdictions within the region, and each of the local utility companies. These relationships will be beneficial as we work together to complete important projects in the City. My experience working as the City Engineer for Dayton will allow our team to continue all the great work the City has been able to accomplish in recent years.

Compass would be honored to become part of the team at the City of Dayton. If you have any questions, please do not hesitate to give me a call at 859-912-1920 or contact me by email at myeager@compassinf.com. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Yeager".

Mike Yeager, PE, MPA
Kentucky Office Leader
Compass Infrastructure Group

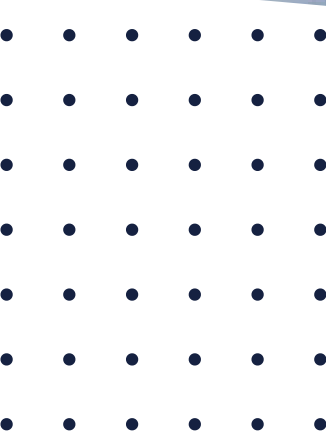
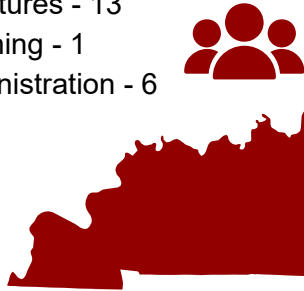


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TOTAL STAFF SIZE
41 Employees

- Roadway & Drainage Design - 11
Survey & Right-of-Way - 6
Traffic Planning & Design - 4
Structures - 13
Planning - 1
Administration - 6



Compass Infrastructure Group, LLC was formed in 2020 by Emily Preston, PE and Gary Gardner, PE. In five years, Compass has grown to over 40 staff members and provides a wide range of services including roadway and drainage design, bridge design and inspection, surveying, and right-of-way plan development. All work at Compass is personally performed or overseen by the principals, facilitating maximum quality, value, and accountability.

Why Compass?

- Familiarity with the City of Dayton and the Existing Projects.
City Engineer with Experience Working for the City and other adjacent cities
Experience with LPA projects and grant writing
Team of engineers with technical experience and expertise
Relationships with regional and state agencies

CERTIFICATION
I certify that the information included within this document is, to the best of my knowledge, correct as of the date indicated.
I certify that Compass Infrastructure Group LLC, is currently registered within the Commonwealth of Kentucky in accordance with KRS 322-060 to perform the engineering services needed for this project.
I certify to the best of my knowledge and belief that Compass Infrastructure Group LLC and/or its Principals are not presently disbarred, suspended, proposed for debarment, or declared ineligible for the reward of contracts by any State or Federal agency.
I certify in accordance with Official Order No. 102295, "Conflict of Interest", that there are no potential conflicts of interest in regard to any financial or other personal interest in a project and/or financial or other personal interest in any real property that may be acquired for a project.
Submitted By: Emily Preston, PE
Title: President
Signature: Emily L. Preston
Date: 12/27/2024

Proposal Information

Firm Name.....Compass Infrastructure Group, LLC
Address.....212 Beechwood Road, Fort Mitchell, KY, 41017
Contact Name.....Mike Yeager, PE, MPA
Email.....myeager@compassinf.com
Phone.....(859) 912-1920
Location of Office Where Work Will be Performed: Fort Mitchell, KY
Project Name City Engineer
Procurement Bulletin Issuer City of Dayton
Advertisement Date.....December 02, 2024
Response Due Date.....December 27, 2024
Kentucky Registration Number.....5366



APPROACH

Compass' approach to help fulfill the City of Dayton's need for City Engineering services will be simple and straightforward. Mike Yeager will be assigned the role of Project Manager/City Engineer out of our Northern Kentucky office, and we will surround him with our talented team of engineers, surveyors, and technicians to tackle specific project needs as they arise.

Mike Yeager will serve as the City Engineer because of his familiarity with the City of Dayton and Northern Kentucky, his previous and ongoing professional experiences as City Engineer, his experience with LPA projects, and the great working relationships he has established with key partners and stakeholders in the area. Prior to retiring from government work and joining the private sector, Mr. Yeager worked as a Transportation Engineer for the Kentucky Transportation Cabinet (KYTC) and the City Engineer for the City of Covington. During his tenure at KYTC, he spent time as the District's Utility Engineer, Bridge Engineer, Traffic Engineer, Construction Inspection Engineer, and LPA Coordinator.

The project team at Compass meets all the prequalification requirements set forth in the RFQ and can provide services in additional areas that are not required. Responsiveness and coordination have been critical to the success of each Compass project, and these items will be a point of emphasis should we be selected to serve as City Engineer.

FAMILIARITY WITH THE CITY OF DAYTON AND THE SURROUNDING AREA

Mike Yeager was born and raised in Campbell County and has lived his entire life in Northern Kentucky. Both of his parents were also born in Campbell County and have lived their entire lives in Campbell County. Mr. Yeager has a very good understanding of the City and the region in general because all his time professionally and socially has been spent there. He worked on projects in Dayton while with KYTC and



6th Avenue Streetscape Project

As the City Engineer for Covington, Mr. Yeager was responsible for grant writing, project management on LPA projects and other capital improvement projects, implementing a pavement management program and 5-year capital budget, coordination with the United States Army Corps of Engineers on flood protection, slide mitigation, stormwater improvement projects, conducting public meetings, traffic signal timing, and coordinating with KYTC on issues and projects that occurred on state routes within the City. Since joining the private sector in 2018, Mike has been fortunate to serve as the City Engineer and provide these same services for Bellevue, Dayton, Crestview Hills, Villa Hills, Edgewood, and Elsmere.

coordinated with Dayton on projects like Riverfront Commons while he was City Engineer in Covington. Since 2021, Mike has served as the on-call City Engineer for the City of Dayton. He has a great working relationship with the staff and elected officials. Together, they have been able to accomplish great work in the past few years. Some examples include: developing a pavement condition assessment and capital plan, getting Phase II of the Dayton Pike/6th Avenue Streetscape/and Belmont Sidewalk Project approved by KYTC and through construction, value engineering Phase II of Dayton Riverfront Commons to get it within budget, designing Phase III

of Dayton Riverfront Commons, gaining approvals for and overseeing construction of the Berry Street Connector, acquiring grant funds, and participating in 50-50 match projects with SD1.

attend all meetings when requested. Our other team members also have the capacity to be included when called upon. Providing quality work on time and within budget is always our top priority.



Berry Street Connector

**PAST RECORD OF PERFORMANCE
ON SIMILAR PROJECTS**

The team at Compass has a tremendous amount of experience serving the engineering needs of local municipalities and acting as City Engineer. Our proposed City Engineer and Project Manager Mike Yeager has served as the City Engineer for Dayton since 2021. The scope of services the City is currently looking for is identical to the services that our proposed City Engineer and Project Manager, Mike Yeager, has been providing the city since 2021.

If we are fortunate enough to be selected, the transition will be seamless and all the good work that has and is taking place will continue. Mike also has experience providing the same services for other local municipalities as their City Engineer. He has been the City Engineer for Bellevue since 2019, Villa Hills and Crestview Hills since 2022, Edgewood since 2023, and Elsmere beginning earlier this year. Each City operates a little bit differently, and the lessons Mike has learned from each will be of great benefit to the City of Dayton moving forward.

Prior to working in the private sector, Mike served as the City Engineer for the City of Covington. As City Engineer in Covington, Mike was tasked with many of the same duties that Dayton is looking for in a City Engineer. He was charged with identifying project needs, finding grant opportunities to help fund those needs, writing grant applications, and administering the awarded grant projects from design through construction. He also implemented a pavement management program and 5-year capital budget for the City of Covington. Coordination with the United States Army Corps of Engineers on flood protection is critical for cities located along the Ohio River. Mike's experience in Covington coordinating with the USACE on Riverfront Commons, the levee slide along the Licking River near 21st Street, and throughout the levee inspection/certification process will be a tremendous help to Dayton as projects with the USACE occur.

Mike has been involved in the various phases of Riverfront Commons for over 10 years. This includes Phases II and III of Riverfront Commons in Dayton and being part of the RAISE Grant Application for the future phases. Through the work on these projects Mike has been able to build great relationships with Southbank Partners, the cities that are involved, and the United States Army Corps of Engineers.

Mr. Yeager has also served as the Bellevue City Engineer since June of 2019. Bellevue and Dayton have been able to stretch their budgets and get more work accomplished through their partnership. A clear example of this is the joint resurfacing bids they have completed in the past couple of years. By bidding the work together, the unit pricing for the pavement goes down and more roads can be addressed. Other areas where this has been beneficial include regional stormwater management/flooding, street and sidewalk maintenance, levee maintenance and certification, traffic congestion, and utility coordination. Ft. Thomas is located on the east side of Dayton. Mike was born and raised in Ft. Thomas and his immediate family and in laws still live in Ft. Thomas. As a result, he is very familiar with the City's infrastructure and has good relationships with their staff and elected officials.

STAFF CAPACITY

We have ample staff capacity to be able to meet the needs of the City of Dayton as they arise as shown on the "Available Team Workload Capacity" sheet. The key to meeting specific project schedules will be ensuring that communication and the identification of potential barriers occurs early and often. Mike Yeager has the capacity to be available as much as the City would like, and he will

Mike Yeager also gained a lot of experience with slide mitigation and stormwater improvement projects during his tenure with Covington. He served as project manager for a major retaining wall project to stabilize the main entrance into Devou Park, a stabilization project along Riverside Drive that was threatening to undermine the road, and a retaining wall design along Eastern Avenue. He also served as the project manager for a major flooding mitigation project in Peaselburg where homes were being flooded from stormwater overflow and basement backups. The project included a multi-phased approach where large detention basins were constructed in strategic areas to alleviate the flooding.



Devou Park Drive Stabilization

In addition to Mike's local experience, Compass has experience working with multiple government agencies and understands the importance of delivering ahead or on schedule for overall project success. We believe great work and great outcomes happen when our team fully understands our client's goals, whether discrete or an overarching vision. This begins by truly listening to our clients and keeping clear, honest, open communication throughout the duration of a project.

Our team is also well equipped to coordinate with KYTC on any projects or issues that occur on state-maintained right of way within city limits. Mike Yeager worked for KYTC before retiring and still has strong relationships with staff at District 6 and in Central Office. He knows who to talk to and can help get results in an efficient manner.

FAMILIARITY WITH LPA PROJECTS AND GUIDELINES

Our Team has over 15 years of experience with the current LPA process and guidelines. Mike Yeager served as project manager for many LPA projects during his time with both KYTC and the City of Covington. He was very successful in acquiring grant money for the City. The City had a very limited annual capital improvement budget and identifying and acquiring grant funding was the only way to make sure important projects were completed.

Some of the grants that he wrote that were awarded funding include: Riverfront Commons, Pointe Benton Detention Basins and Stormwater Improvements, Madison Avenue Streetscape, Scott Street Streetscape, 3rd and Johnson Roadway and Sidewalk Improvements, and Latonia Avenue Full Depth Reconstruction. Since retiring from government work, Mike has used this same model to help the communities he represents acquire grant funding and stretch their capital budgets. For the City of Dayton, he helped get a couple of pre-existing LPA grant

“During his career with KYTC and the City of Covington, Mike was given the opportunity to work with every KYTC Division (District 6 and Central Office), many of the elected officials and staff at the local governments in Northern Kentucky, the Federal Highway Administration, and all of the local utility companies. The experience and relationships he has gained will be a great benefit to the City of Dayton.”

projects back on track (Riverfront Commons Phase II, 6th Avenue Streetscape/Dayton Pike Phase 1) and has been successful in helping get funding for new projects (Dayton Pike Sidewalk Phase 2, supplemental funding for Dayton Riverfront Commons Phase II, Dayton Riverfront Phase III, and the Riverfront Commons RAISE Grant). Overall, he has been able to help the local cities acquire grant funding for over 20 projects. Once awarded, Mike was responsible for managing the projects from design through construction and make sure all of the LPA guidelines were followed and necessary paperwork was completed. Our team's experience and success with LPA projects is hard to match.

PROXIMITY OF OFFICE WHERE WORK WILL BE PERFORMED

The majority of the work for the City of Dayton will be completed out of our new Northern Kentucky office and will be led by Mike Yeager. Mike will temporarily be working in Ft. Mitchell and we are actively looking for new permanent space in Northern Kentucky. All meetings and correspondence will come out of our Northern Kentucky office within a 15-minute drive to the City Building in Dayton, the KYTC District 6 office, SD1, OKI, and the Campbell County Fiscal Court. We also have staff in Cincinnati that are within a 15-minute drive to the City Building and will be available as needed to help complete tasks that require special expertise.

ESTABLISHED RELATIONSHIPS WITH REGIONAL AND STATE AGENCIES

The success of the Dayton’s projects and initiatives will be dependent on help from partnering stakeholders. Our team at Compass has great working relationships with the Kentucky Transportation Cabinet (KYTC), Southbank Partners, the Ohio/Kentucky/Indiana Regional Council of Governments (OKI), the United States Army Corps of Engineers (USACE), Campbell County Fiscal Court, the Cities of Bellevue/Ft. Thomas/Newport, other local jurisdictions within the region, FEMA, and each of the local utility companies. Having worked at KYTC, Mike Yeager has worked side by side with most of the staff in KYTC’s District 6 and Central Offices. The relationships that were built with staff remain today and will help improve efficiency in tasks that require aid from KYTC. Mike also has a great relationship with the staff at Southbank Partners. He has been attending Southbank meetings for the past 10 years and has been included in nearly every phase of Riverfront Commons to date. This has helped him gain a good understanding of what the overarching goals of the project are and what processes need to be followed to help gain funding and complete individual project segments. Being a part of the Riverfront Commons Committee, and being the City Engineer for Bellevue and Covington, allowed Mr. Yeager to establish existing relationships with members of all the river cities from Ft Thomas to Ludlow as well as the Kenton and Campbell County Fiscal Courts.

Mike also has great relationships with the staff at OKI. During his time with KYTC, the City of Covington, and as City Engineer for local municipalities, Mike coordinated with staff on grant applications, grant administration, and served on the Intermodal Coordinating Committee (ICC). These relationships will continue to be beneficial to the City of Dayton on future grant pursuits.

Serving as the KYTC District Utility Engineer and as City Engineer, Mike has been able to work regularly with Duke Energy (gas, electric, & lighting), SD1, Northern Kentucky Water District, AltaFiber, Verizon, and other local utility companies. Some of the major projects included placing overhead utilities underground and executing 50/50 match projects with SD1 to alleviate stormwater issues. Our team also has good existing relationships with CSX and Norfolk Southern Railroad through working with them on various projects. The experiences and relationships we have with each of these agencies will help Dayton navigate future projects and provide opportunities to partner on projects and potentially save money and resources.

Compass, and specifically our project manager Mike Yeager, has a great deal of experience with flood protection systems, the United States Army Corps of Engineers (USACE), and the Federal Emergency Management Agency (FEMA). Working with these agencies and complying with their rules and regulations can be challenging if you don’t have experience and don’t know the appropriate people to reach out to. As City Engineer for Covington/Bellevue/Dayton, Mike worked regularly with the USACE to make sure the flood levee got certified and got several complicated Riverfront Commons projects along the Ohio River approved. We have found that involving the USACE as early in the process as possible helps avoid potential red flags and time delays that could arise if their input had not been gathered sooner.

Our team also has a great deal of experience in working with FEMA. As City Engineer in Covington, Mr. Yeager worked with FEMA to help alleviate flooding in the Peaselburg Neighborhood. This neighborhood is the lowest spot in a very large drainage area and the combined sewer system had a limited capacity. This resulted in significant flooding and basement backups in dozens of homes. Mr. Yeager wrote grant applications and was awarded funding for several large detention basin projects through FEMA. These basins were designed in strategic locations to hold back water during large rain events long enough for the combined sewer system to catch up and have the capacity needed to carry it. Mike also worked with the City of Bellevue to complete a very difficult FEMA slide project that involved large retaining walls to salvage over 20 homes that were in jeopardy of being impacted by an active landslide. The relationships we have built with the USACE and FEMA and the experience we have with these projects will be an asset to the City of Dayton as similar projects arise.



**RIVERFRONT COMMONS
KENTON & CAMPBELL COUNTIES, KY**

Riverfront Commons is an 11.5-mile multi-use trail that stretches along the Ohio River in Northern Kentucky, connecting the cities of Ludlow, Covington, Newport, Bellevue, Dayton, and Fort Thomas. Due to its extensive scope, the project was divided into several phases. In addition to the trail, the project includes bank stabilization, public gathering spaces, decorative lighting, benches, and other aesthetic amenities.

As the project manager representing the City of Covington, Mike Yeager played a key role in securing millions of dollars in Local Project Administration (LPA) funding by writing successful grant applications. He oversaw all phases of the project, including planning, design, utilities, and construction, ensuring compliance with LPA processes. Mike also managed coordination efforts with the United States Army Corps of Engineers (USACE), local businesses along the riverfront, the general public, and the media.



OWNER/CLIENT:

Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

CONTACT:

Bob Koehler
Deputy Executive Director/Transportation Manager
(513) 619-7676, rkoehler@oki.org

RELEVANT STAFF:

Mike Yeager, PE, MPA

RELEVANCY:

- LPA Administration
- Coordination with Multiple Entities
- Urban Roadway Design
- Urban Drainage Design
- Pedestrian Facilities
- Sidewalk Improvements
- Utility Relocation
- Final Plans
- Right-of-Way Plans
- Coordination with R/R
- Coordination with USACE

CONSTRUCTION COST:

\$20,000,000





US 27 SIDEWALK AND STREETSCAPE IMPROVEMENTS NEWPORT, KY

The US 27 Streetscape project involved several key improvements, including the installation of a new 8-foot minimum sidewalk/multi-use path (MUP) along the west side of US 27, access management, and the underground placement of overhead utilities. The project also included public outreach and engagement, stormwater improvements, a structural analysis of the existing underpass, and the integration of SMART technologies.

Traffic modeling demonstrated that the typical roadway cross-section could be reduced from four lanes to three without negatively affecting traffic flow, allowing for a wider sidewalk within the existing right-of-way. Decorative street and pedestrian lighting will be installed throughout the project corridor, including in the underpass.

A detailed structural analysis and utility coordination were conducted through the underpass to ensure that improvements to bicycle and pedestrian safety would not compromise vehicular safety. The City also requested an elevated MUP through the underpass to provide additional separation between vehicles and cyclists/pedestrians. To achieve this, the wall was designed not only to retain the elevated sidewalk but also to serve as a traffic barrier.

As an LPA project, the initiative required ongoing coordination with the Kentucky Transportation Cabinet (KYTC) and local utility companies.

OWNER/CLIENT:

City of Newport, Surface Transportation of Northern Kentucky (SNK)

CONTACT:

Brian Steffen
Planning and Development Director
(859) 292-3664, bsteffen@newportky.gov

RELEVANT STAFF:

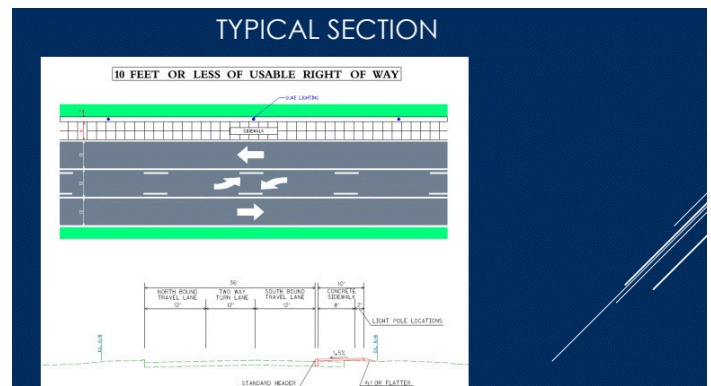
Mike Yeager, PE, MPA

RELEVANCY:

- Multi-Use Path Design
- Underpass Design
- MOT Plans
- Interagency Coordination
- Construction Phasing
- Horizontal and Vertical Alignments

CONSTRUCTION COST:

\$9,000,000





**MADISON AVENUE/SCOTT STREET STREETSCAPES
COVINGTON, KY**

Madison Avenue and Scott Street, two of the busiest pedestrian areas in the City of Covington, were revitalized to stimulate economic development and transform the downtown district. Both projects, similar in scope and funded through the LPA process, involved extensive coordination with multiple entities to relocate or place utilities underground and complete the necessary paperwork.

Mike Yeager, PE, MPA, served as project manager for both the Madison Avenue Streetscape (design only) and the Scott Street Streetscape (design and construction). He was responsible for writing the grant applications for both projects and successfully securing the necessary funding. The projects also required close coordination with property owners and businesses, as several building basements extended beneath the sidewalk. Minimizing disruption to businesses was a key goal throughout the process.

OWNER/CLIENT:

Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

CONTACT:

Bob Koehler
Deputy Executive Director/Transportation Manager
(513) 619-7676, rkoehler@oki.org

RELEVANT STAFF:

Mike Yeager, PE, MPA

RELEVANCY:

- LPA Administration
- Coordination with Multiple Entities
- Urban Roadway Design
- Urban Drainage Design
- Pedestrian Facilities
- Sidewalk Improvements
- Utility Relocation
- Final Plans
- Right-of-Way Plans
- Coordination with R/R
- Coordination with USACE

CONSTRUCTION COST:



\$5,000,000






PROJECT SERVICES & STAFF SUMMARY

PREQUALIFICATION REQUIREMENTS

| PREQUALIFIED CATEGORY | PREQUALIFIED FIRM | RESPONSIBLE STAFF |
|--|--|---|
| ROADWAY DESIGN | | |
| RURAL & URBAN ROADWAY DESIGN |  COMPASS INFRASTRUCTURE GROUP | Matt Moellendick, PE, CPESC Samantha Poehner, PE Anu Akuraju, PE Jordan Gort, PE |
| SURVEYING | | Andrew Jordan, PS, EI |
| ADVANCED DRAINAGE ANALYSIS & DESIGN | | Matt Moellendick, PE, CPESC |
| STRUCTURE DESIGN | | |
| SPANS UNDER 500 FEET |  COMPASS INFRASTRUCTURE GROUP | Chris Jackman, PE Ian Foye, PE Beth Kronk, PE Zachary Waite, PE |

PROJECT SERVICES & STAFF SUMMARY

SERVICES NOT INCLUDED IN PREQUALIFICATION SUMMARY

| PREQUALIFIED CATEGORY | PREQUALIFIED FIRM | RESPONSIBLE STAFF |
|---|---|--|
| ROADWAY DESIGN | | |
| DAILY CITY ENGINEER |  COMPASS <small>INFRASTRUCTURE GROUP</small> | Mike Yeager, PE, MPA |
| PROJECT MANAGEMENT | | Mike Yeager, PE, MPA |
| KYTC LIASON, FEDERAL & STATE POLICY COMPLIANCE REVIEWS | | Mike Yeager, PE, MPA |
| LPA GRANT WRITING AND GRANT ADMINISTRATION | | Mike Yeager, PE, MPA |
| ROADWAY AUDITS | | Mike Yeager, PE, MPA |
| PLANNING STUDIES | | Mike Yeager, PE, MPA |
| PUBLIC ENGAGEMENT | | Mike Yeager, PE, MPA |
| QUALITY CONTROL REVIEWS | | Mike Yeager, PE, MPA Gary Gardner, PE |
| TRANSPORTATION PLANNING - PEDESTRIAN AND BICYCLE FACILITY PLANNING AND DESIGN | | Mike Yeager, PE, MPA |
| TRAFFIC OPERATIONS - SIGNALS & SIGNS | | Mike Yeager, PE, MPA John Gallagher, MS, PE, PTOE |
| HIGHWAY DESIGN - UTILITIES | | Mike Yeager, PE, MPA |
| RIGHT-OF-WAY SERVICES | | Adam Moorman, PE, SI |



MIKE YEAGER, PE, MPA

PROJECT MANAGER

YEARS OF EXPERIENCE: 23

EDUCATION:

BS, Civil Engineering
University of Kentucky
Master Public Administration
North Kentucky University

REGISTRATIONS:

PROFESSIONAL ENGINEER
KY, OH

CERTIFICATIONS/TRAINING:

Advanced Leadership Academy
Graduate

Certified Public Management
Graduate

KYTC Project Manager's Boot
Camp

NHI - Pedestrian Facility Design

MEMBERSHIPS:

Northern Kentucky Society
of Professional Engineers

American Society of Highway
Engineers

University of Cincinnati Real
Estate Roundtable

Traffic Engineering Workshop
Committee

Ft. Mitchell Safety Committee

Mike serves as the Kentucky Office Lead for Compass, bringing over 20 years of diverse experience in project management and government services at both the state and local levels, as well as in the private sector. Throughout his career, Mike has served as project engineer or project manager on a wide range of projects, including roadway design, site development, stormwater improvements, bridge replacement and inspection, levee reconstruction, economic development, parks, slide mitigation, multi-use trails, streetscapes, signal timing, construction, and utility projects across the region. Additionally, Mike has served as city engineer for several cities in Northern Kentucky since 2019.

Relevant Experience from Previous Firms:

City Engineer (City of Dayton, Campbell County, KY) – City Engineer responsible for project design, permitting, SD1 project coordination, Division of Water Consultation, residential retaining wall permitting, attending resident/staff/council meetings, design management and coordination, compiling and managing street and sidewalk maintenance programs, retaining wall design, drainage system design, review/surveying/easement preparation, managing bids, construction administration, proposals and projects, assistance with geotechnical issues and grant writing.

City Engineer (City of Bellevue, Campbell County, KY) – City Engineer responsible for management and reporting for FEMA projects, project design, permitting, Sanitation District No. 1 project coordination, Division of Water consultation, residential retaining wall permitting, zoning, attending resident/staff/council meetings, design management and coordination, compiling and managing street and sidewalk maintenance programs, prioritizing street and sidewalk maintenance, retaining wall design, drainage system design, storm sewer design, review/surveying/easement preparation, managing bids, construction administration, proposals and projects, assistance with geotechnical issues, grant writing, and other engineering services as needed. From June 2019 to December 2024, Mike and the City were very successful in acquiring grant funding for important projects.

City Engineer (City of Covington, Kenton County, KY) – Assistant City Engineer from 2008-2013 and City Engineer from 2013-2017 where responsibilities included the City's capital improvement program, project management, utility coordination, grant writing and administration (LPA and other), ADA compliance, flood levee management, coordination with KYTC, permitting, and all traffic associated with signals, signs, and pavement markings. Mike also served as project manager for multiple LPA projects from design phase through construction.

Vernon Drive Reconstruction (City of Crestview Hills, Kenton County, KY) – Project Manager for complete reconstruction of Vernon Drive, including full depth pavement design, utility coordination, and stormwater improvements. Half of the stormwater improvements were funded by SD1 through Public Cost Share Program. This project also included coordination with other underground utility companies and right-of-way acquisition and easements.



MATT MOELLENDICK, PE, CPESC

ROADWAY/DRAINAGE

YEARS OF EXPERIENCE: 24

EDUCATION:

BS, Civil Engineering
Youngstown State University
BS, Surveying & Mapping
University of Akron

REGISTRATIONS:

PROFESSIONAL ENGINEER
OH

Matt has 24 years of experience specializing in transportation. His work includes design and project management of roadway projects including geometric design, pavement design, roadway drainage, post-construction stormwater management (BMPs), and utility relocations. His responsibilities include preparation of corridor planning studies, roadway design, and final construction plans. Matt's previous project experience includes rural roads, interchanges, interstate highway corridors, and wastewater facilities.

Relevant Experience:

West Court Bridge Replacement (City of Urbana) - Lead Roadway Engineer responsible for developing roadway plan set including ORD modeling of horizontal and vertical geometry and storm sewer design for the conversion of a buried bridge into a large diameter storm sewer.

Bigelow Avenue Parking Lot (Village of Plain City) - Engineering Designer for The Village of Plain City, Ohio for improvements to undeveloped paved lot. The design developed a downtown parking lot area with lighting, drainage improvements, new pavement and parking layout, and EV Charging stations. Matt balanced avoiding utility conflicts with the storm sewer design; balancing capacity, depth of drainage structures and avoidance of existing utilities.



SAMANTHA POEHNER, PE

ROADWAY/DRAINAGE

YEARS OF EXPERIENCE: 8

EDUCATION:

BS, Civil Engineering
University of Cincinnati

REGISTRATIONS:

PROFESSIONAL ENGINEER
OH

Sam has eight years of design experience in multifaceted projects involving roadway design, site design, and utility coordination and relocation. Her responsibilities in these projects include the design of streetscapes and roadway improvements. Samantha has gained experience through these projects and specializes in horizontal and vertical alignments, cross sections, modeling, grading, drainage, utility relocation, maintenance of traffic and cost estimating.

Relevant Experience:

Bigelow Ave. Parking Lot (Village of Plain City) - Roadway Design Engineer responsible for site layout, including optimal number of parking spaces and efficient pedestrian ingress/egress. Responsibilities also included site grading and drainage design, while also ensuring grading complied with ADA guidelines.

STA-30-3263 (ODOT District 4) - Roadway Design Engineer responsible for all facets of roadway design and construction plan development. This included development of typical sections, plan and profile, and intersection and curb ramp details. Samantha also developed the maintenance of traffic detour plan, as well as the pedestrian detour plan.

COL-30-18.86 (ODOT District 11) - Roadway Engineer Design Engineer and aided in Maintenance of Traffic design. Maintenance of Traffic design responsibilities included the detour design and plan development.



ANDREW JORDAN, PS, EI

SURVEY LEAD

YEARS OF EXPERIENCE: 10

EDUCATION:

BS, Civil Engineering
The Ohio State University

REGISTRATIONS:

PROFESSIONAL SURVEYOR
OH

Andrew has ten years of experience in surveying, right of way plan development, and right of way acquisition. Andrew's experience includes topographic and boundary survey, right of way survey and plan development, boundary determination, deformation surveys, and construction staking. Andrew is also an experienced right of way acquisition specialist prequalified by ODOT for Project Management for Acquisition Services, Title Research, Negotiation, and Closing.

Relevant Experience:

General Engineering Services (Franklin County) - Survey Lead performing a full topographic survey, base-mapping, centerline and right-of-way retracement, bridge survey, and project control for the bridge deck replacement of Grove City Road over Hells Branch.

Structures GES (City of Columbus) - Survey lead who performed the scoping, fee development, field survey, boundary resolution, basemapping and right of way plan development for the replacement of a retaining wall along 5th Avenue.

Crosswalk at Cherry Bottom Rd. (City of Columbus Recreation & Parks) - Survey Manager responsible for topographic and boundary services for the RRFB, crosswalk, and multi-use path installation along Cherry Bottom Road.



CHRIS JACKMAN, PE

BRIDGE LEAD

YEARS OF EXPERIENCE: 28

EDUCATION:

BS, Mechanical Engineering
University of Rochester

MS, Civil Engineering
North Carolina
State University

REGISTRATIONS:

PROFESSIONAL ENGINEER
OH

Chris has 28 years of engineering experience in management, design, and construction support of transportation projects. His experience includes managing smaller culvert replacement projects to larger bridge replacement projects with complex phased construction. He has evaluated repair and maintenance costs and performed capital improvement plans.

Relevant Experience:

Statewide CEO Task Order (ODOT) – Lead designer for multiple single span bridges as part of a Statewide task order to replace deficient County bridges. Designed structures, checked hydraulics, and performed scour analyses. Performed quality control for all design calculations and plans.

CESO/Ascent Resources (CESO, Inc.) – Project Manager for various projects related to energy related RUMA agreements. Over the last year, these projects have included two bridge replacements in Harrison County, a bridge replacement in Belmont County, load ratings of various structures in Noble County, and a hydraulic study in Noble County.

Wilshire Reserve Event Center (Wilshire Reserve, LLC) - Project Manager for the design of a new wedding/event venue that included two new buildings, a parking lot, associated drainage, roadway entrance, lighting, and new culvert.



JOHN GALLAGHER, MS, PE, PTOE

TRAFFIC LEAD

YEARS OF EXPERIENCE: 34

EDUCATION:

BS, Civil Engineering
University of Kentucky

MS, Civil Engineering
The Ohio State University

REGISTRATIONS:

PROFESSIONAL ENGINEER
OH

John is a project manager and lead engineer for traffic and planning studies, specializing in operational improvements, safety initiatives, site optimization, parking strategies and corridor studies. His experience includes corridor studies, area-wide planning, safety, feasibility, impact/access, and IMS/IJS/IOS. He has been involved in over 300 studies including roundabouts, road diets, intersections, road widenings, and signal systems with various lighting configurations from signal mounted to complete corridors. John can quickly produce conceptual layouts to access right-of-way and other impacts.

Relevant Experience:

CUS-62/Stygler/Agler (City of Gahanna) – Project manager for the feasibility study and alternative analysis of this historically problematic signalized twin-intersection operation. Lead engineer for the analysis of operations (Synchro, SIDRA), alternative development, and public involvement planning/ implementation.

Livingston Ave Road Diet (City of Columbus) - Lead traffic engineer to justify this 4-lane to 3-lane conversion. Led planning of alternatives that primarily included various pedestrian and bike path/lane options such as raised bike lanes. Key presenter and member of extensive stakeholder and public involvement meetings.



GARY GARDNER, PE

PRINCIPAL

YEARS OF EXPERIENCE: 27

EDUCATION:

BS, Civil Engineering
Case Western Reserve
University

REGISTRATIONS:

PROFESSIONAL ENGINEER
OH

Gary is Principal, Senior Project Manager, and Technical Specialist with 27 years of experience in inspection, rehabilitation, and design of a wide variety of bridge project types including concrete and steel bridges, retaining walls, complex geometrics, urban construction, railroad involvement, utility coordination, and innovative construction techniques. He has managed projects ranging in value from \$250,000 to \$150 Million including the SUM-8-1.75 arch bridge replacement.

Relevant Experience:

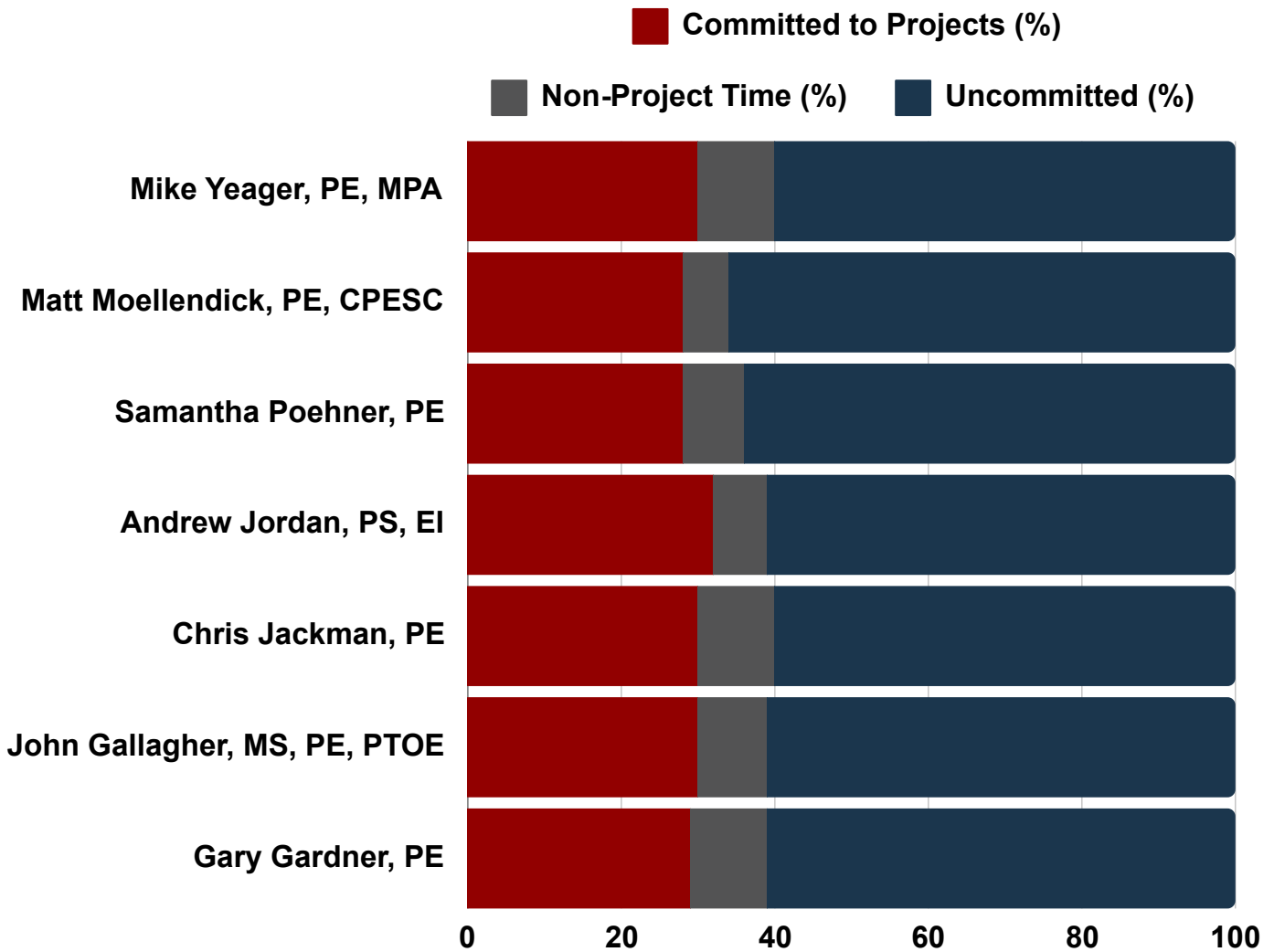
Structures GES (City of Columbus DPS)- Lead structural engineer for retaining wall replacement on Parsons Avenue adjacent to CSX tracks. Work also included performing coordination with railroad reviewers and serving as inspection team leader for fracture critical inspections of four bridges at the Greater Columbus Convention Center and in-depth inspections of the Front Street and Nationwide Boulevard bridges over Norfolk Southern in the Arena District.

Westerville Pedestrian Bridge (Pulte Homes) - Senior Management Lead and Quality Control Engineer for design of a 160-foot span steel truss bridge spanning over a tributary to Alum Creek.



WORKLOAD CAPACITY

Compass uses a sophisticated workload projection system developed in-house to integrate our accounting and resource planning software with custom spreadsheets that track staff availability relative to workload commitments monthly over a 24-month horizon. Managers enter all available hours for every project into the resource planning software based on the project schedule and update this data monthly to reflect schedule changes and work progress to date. This data is then exported to Excel and each discipline's workload is plotted against its number of staff along a time axis. This system has allowed our firm to optimize our staffing. This benefits our clients by keeping our overhead low, while our staff can remain motivated and focused, improving our quality and timeliness.





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