

**AGENDA  
MIDWAY CITY COUNCIL  
REGULAR MEETING  
MONDAY, FEBRUARY 3, 2020  
5:30 P.M. CITY HALL**

Pledge of Allegiance  
Moment of Reflection

Approval of January 21, 2020 Regular Meeting Minutes

**Citizen's Comment**

**New Business**

1. Preference Vote on 911 Funding (Midway-Versailles-Woodford 1<sup>st</sup> Responders)
2. Honor the Midway Veteran's Memorial Committee (Donna Forman, Doris Leigh, Jimmie Murphy, Jeremy Emerson, Sharon Turner)
3. Independent Contractor Agreement with EDA (John Soper)
4. Midway Station Loan Guaranty Agreement with EDA
5. Midway Business Association Event Permits (Cortney Neikirk)
6. Confirmation Vote – Sharon Gold, City Attorney
7. Code Enforcement Board Term Lengths

**Old Business**

1. Code Enforcement Officer Update

Committee Reports  
Executive Session – KRS 61.810

**City of Midway City Council Regular Meeting**

**Tuesday, January 21, 2020**

**5:30 p.m.**

The regular meeting of the Midway City Council was called to order by Mayor Grayson Vandegrift and the following Council Members were present: Sara Hicks, Stacy Thurman, John Holloway, Kaye Nita Gallagher, Logan Nance and Bruce Southworth. Attorney Phil Moloney was present.

Motion was made by Council Member Nance and seconded by Council Member Thurman to approve the January 6, 2020 Regular Meeting Minutes. All in favor; Motion carried. 6-0

Motion was made by Council Member Southworth and seconded by Council Member Gallagher to approve the January 14, 2020 Special Meeting Minutes. All in favor; Motion carried 6-0.

**New Business**

Encroachment Permit – Tobacco Rose – 770 McKinney Ave/Lot 32. Rory Kahly/EA Partners present for questions. Two commercial entrances in conjunction with development of Lot 32. Motion to approve by Council Member Nance and seconded by Council Member Gallagher. All in favor; Motion carried 6-0.

Appointments to Code Enforcement Board: Jo Blease, Dan Roller, Jim Starks, and Janet Hall (Alternative). Motion to approve by Council Member Holloway and seconded by Council Member Hicks. All in favor; Motion carried 6-0.

Resolution 2020-001 – Resolution Honoring Phillip M Maloney for his 13 years of dedicated service to the City of Midway. Motion to read by Council Member Hicks seconded by Council Member Southworth. Read by Mayor Vandegrift. All in favor; Motion carried 6-0. Mayor Vandegrift and Former Mayor Bozarth presented Attorney Maloney with a key to the city clock and framed Resolution.

Park stage/Grant Fund Update – \$10,000 grant is being returned to the Blue Grass Community Fund as we are not able to make the Park Stage happen at this time.

**Second Reading of Ordinance 2020-001**

Council Member Southworth requested the reading of Ordinance 2020-001, Ordinance for Amended Budget and Appropriations. Attorney Phil Moloney presented the second reading of the Ordinance. Motion was made by Council Member Nance and seconded by Council Member Southworth. Roll call vote; Motion carried 6-0.

Motion by Council Member Southworth and seconded by Council Member Gallagher to adjourn. (6:03 p.m.)  
Motion carried 6-0.

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Grayson Vandegrift  
Mayor

ATTEST:

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Sonya Conner  
Assistant City Clerk

## **AGREEMENT**

**THIS AGREEMENT** made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between MIDWAY, KENTUCKY, by and through the Midway City Council and Mayor Grayson Vandegrift (hereinafter “City”) and the WOODFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a body politic and corporate operating pursuant to the provisions of KRS 154.50-301, et seq. the ordianances of the City of Versailles and Woodford County, Kentucky whose mailing address is P. O. Box 442, Versailles, Kentucky 40383 (hereinafter “Authority”).

### **WITNESSETH:**

**WHEREAS**, City and Authority previously entered into an Agreement (hereinafter “Original Agreement”) dated December 11, 2003, whereby City agreed to be responsible for the cost of one-half (½) of the interest expense incurred by Authority on a loan in the original principal amount of 5 million, later increased to 6.3 million principal, all of which indebtedness was incurred for the acquisition and development of certain property consisting of originally approximately 100 acres and which is located on KY. Hwy. 431 and near Interstate No. 64 in Midway, Kentucky, which loan was incurred for the purpose of purchase and development of such real estate ; and

**WHEREAS**, City agreed in Original Agreement to allocate in its yearly budget sufficient funds to maintain one-half (½) of the interest on such loan and

Authority agreed to repay City for any monies which City advanced toward such payments, which agreements have been duly performed; and

**WHEREAS**, the aforesaid loan has now matured, having been paid down from the original principal borrowed to a current principal indebtedness of \$2,067,769.74; and

**WHEREAS**, Authority is negotiating a new Participation Loan (hereafter “New Loan”) involving three (3) local banks, namely, WesBanco Banking, Inc., Citizens Commerce National Bank, and Kentucky Bank, of which WesBanco is acting as the lead bank; and

**WHEREAS**, out of the original acreage purchased by Authority, 16.95 acres zoned B-5 and 25.497 acres zoned I-1 remains available for sale by Authority, such real property to serve as collateral for the New Loan; and

**WHEREAS**, in order to obtain such new financing WesBanco is requiring that County, along with the City of Midway, execute a Guaranty of payment to WesBanco which will provide that County and the City of Midway shall each be severally responsible for one-half (½) of the interest due and owing upon such loan in the event that Authority does not pay same, which Guaranty shall extend as to the principal indebtedness until paid in full; and

**WHEREAS**, Authority recognizes the value of City’s agreement to act as a Guarantor of payment in the acquisition of the New Loan; and

**WHEREAS**, both City and Authority desire to commit their understanding and agreement concerning such Guaranty to writing; and

**WHEREAS**, both City and Authority have acted to approve the execution of this Agreement and have duly noted such approval in their official minutes of record;

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED BY  
AND BETWEEN THE PARTIES AS FOLLOWS:**

1. City hereby agrees, pursuant to KRS 67.080 and 67.083 that the Midway City Council (hereafter "Council") shall provide in its annual budget sufficient monies to pay one-half ( $\frac{1}{2}$ ) of the interest expense anticipated to accrue on the New Loan between Authority and Participating Banks. City shall continue to so allocate a sufficient sum in order to meet this obligation in all future annual budgets for so long as any portion of the principal obligation on the New Loan in the original principal amount of \$2,067,769.74 remains due and owing; provided, however, that the City shall not be required to pay such sums allocated for interest payments until and unless Authority is otherwise unable to make such payments, all as is more particularly set forth hereinbelow.

2. Authority agrees to pay the interest on New Loan as same becomes due and payable in a timely manner. Authority agrees that as lots are sold from the real property which serves as collateral for New Loan, the principal indebtedness shall be reduced from such proceeds in accordance with the Loan Commitment made by and

between Authority and WesBanco dated January 6, 2020, so that as the principal is reduced, interest due thereon is also simultaneously reduced.

3. In February of each year that New Loan remains unpaid in full, Authority shall submit a budget request to City, which budget request shall indicate the current principal balance due and owing on New Loan and which request shall further reflect the amount that City needs to allocate in its budget in order to provide for payment of one-half ( $\frac{1}{2}$ ) of the anticipated annual interest due and owing upon New Loan in the event that Authority is otherwise unable to service such interest payments.

4. Authority represents that it currently has sufficient cash reserves, including, without limitation, cash held in checking and a money market account in the amount of \$60,000.00, to service up to two (2) years of the interest payments.

5. If at any time during the executory period of this Agreement, Authority's available cash reserves are reduced below \$34,000.00, it shall immediately notify City in writing of such event so as to allow City ample notice of the potential that City shall have to perform under the Guaranty Agreement with WesBanco.

6. Upon notification by Authority that its available cash reserves have been reduced below \$34,000.00, City may, at any time, require Authority to produce proof of a pending contract for sale of real property which, upon closing, would restore Authority to a cash reserve sufficient to maintain the interest obligation for at least one (1) year or, in the event that Authority is unable to produce evidence of such pending sale and that such

sale shall be completed, per terms of its contract, within six (6) months, then City may require Authority to immediately take action to liquidate at auction so much of its remaining real property as would provide additional cash reserves to Authority to allow it to continue to service no less than six (6) months of the interest payments due and owing on New Loan.

7. City agrees and understands that as to any liquidation of real property accomplished as set forth in Paragraph 6 above, Authority from the proceeds realized by such liquidation, will first have to pay an agreed amount to the Participation Banks which amount is necessary to release the property being liquidated from the mortgage securing the New Loan; following such payment, Authority shall then place the remaining proceeds reserve for the exclusive purpose of satisfying future interest payments.

8. Authority agrees that to the extent City is required to pay interest due and owing on New Loan, Authority shall reimburse City for any amount so paid from the sale of real property next sold or liquidated by Authority until such amount is paid in full.

9. City and Authority mutually agree and understand that this Agreement is expressly conditioned upon the following:

A. New Loan is approved by WesBanco and the Participatory Banks and Authority executes all documents necessary to secure such loan;

B. City executes the requested Guaranty Agreement in favor of WesBanco which Agreement shall specifically limit City's obligation to one-half (½) of interest payments not made by Authority;

C. Woodford County Fiscal Court enters into a written Agreement with Authority similar in form and content to this Agreement; further, Woodford County Fiscal Court executes a similar Guaranty Agreement in favor of Wes Banco for one-half (½) of interest payments not made by Authority; and

D. City's participation in this Agreement and City's execution of the requested Guaranty Agreement in favor of WesBanco are approved by Department of Local Government (DLG).

10. This Agreement shall be binding upon the parties hereto during the terms of the Note and Mortgage incurred by Authority in obtaining New Loan.

**IN WITNESS WHEREOF, WITNESS THE HAND OF THE MAYOR OF MIDWAY UNDER AUTHORITY GIVEN BY VOTE OF THE MIDWAY CITY COUNCIL ON February 3, 2020 AND ALSO WITNESS THE HAND OF THE CHAIRMAN OF WOODFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY UNDER AUTHORITY GIVEN BY VOTE OF ITS BOARD on January 24, 2020, TO THIS AGREEMENT CONSISTING OF 7 TYPEWRITTEN PAGES ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**MIDWAY, KENTUCKY**

**BY: \_\_\_\_\_**  
**GRAYSON VANDEGRIFT, MAYOR**

**ATTESTED TO BY:**



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**CINDY FOSTER,  
CITY CLERK/TREASURER**

**WOODFORD COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

**BY:** 

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**JOHN SOPER, CHAIRMAN**

## INDEPENDENT CONTRACTOR AGREEMENT

Contractor ID# \_\_\_\_\_

This Independent Contractor Agreement is made and entered into on this 1<sup>st</sup> day of February, 2020 between the City of Versailles, Kentucky, whose mailing address is P.O. box 625, Versailles, KY 40383 (hereinafter referred to as "Versailles"); the City of Midway, Kentucky, whose mailing address is 101 East Main Street, Midway, Kentucky, 40347 (hereinafter referred to as "Midway"); Woodford Fiscal Court, Versailles, Kentucky, whose mailing address is 103 South Main Street #200, Versailles, Kentucky, 40383 (hereinafter referred to as the "County") and John E. Soper, III whose mailing address is 5006 Lupreese Lane, Versailles, Kentucky 40383 (hereinafter referred to as "Contractor").

### WITNESSETH:

Whereas Versailles, Midway and the County have agreed to hire Contractor as an independent contractor to perform the services specified herein at the price specified herein; and

Whereas, the parties desire to reduce their agreement to writing,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, it is agreed between the parties as follows:

1. Scope of Work. Contractor agrees to provide economic development advice and service to Versailles, Midway, County and to the Woodford Economic Development Authority upon such times as may be designated by the Chief Executive Officer or their designee, of the aforementioned entity. The work shall include the following:

- A. Promote Versailles, Midway and the County to prospective new employers and businesses and assist in the retention of current employers and businesses;
- B. Prepare and maintain an accurate inventory of properties within Woodford County available for commercial, business or industrial uses and properties which might be appropriate for such uses and develop a list of priorities and an action plan with proposed dates to accomplish those priorities;
- C. Coordinate, advise and assist the Versailles-Midway-Woodford County Planning and Zoning Commission concerning the economic development needs of Versailles, Midway and the County in the upcoming Comprehensive Plan update;
- D. Periodically, but not less than quarterly advise the Chief Executive Officer of Versailles, Midway and the County on the status of economic development within their respective boundaries and of the services performed pursuant to this agreement; and
- E. Provide such other services as may be requested by the Chief Executive Officer of Versailles, Midway and the County.

Contractor shall have no authority to bind or otherwise obligate Versailles, Midway and or the County in his discussions with third parties unless prior approval is expressly granted by the respective parties.

2. Other Work. The parties anticipate that the Contractor will work an average of 35 hours per week. During the term of this Agreement, the Contractor shall devote substantially full efforts to providing services to Versailles, Midway and the County under this Agreement and shall not engage in any other work with any other entity, except as approved in writing by the Chief Executive Officers of Versailles, Midway and the County. The parties agree that the Contractor may continue to serve as a board member of Woodford Economic Development Authority and to any board elected position within.
3. Place of Work. The work shall be performed throughout Woodford County. The Contractor's primary office shall be at his residence listed above.
4. Consideration. The Contractor shall be paid on a monthly basis at the rate of \$6,002.00; with said consideration consisting of \$2,666.67 per month from Versailles; \$2,002 per month from the County and \$1,333.33 per month from Midway. The Contractor shall invoice the respective parties at the end of each month with invoices to be paid within 10 days of receipt. Contractor shall not be compensated for expenses he may incur in the performance of this Agreement, such as mileage reimbursement, meals, or telephone unless such expenses have been approved in advance by the respective body(s) providing the reimbursement.
5. Subcontracting. Contractor agrees that he will personally perform all services required under this Agreement and shall not assign his duties under this Agreement, nor any part thereof, without the express written consent of all of the parties.
6. Contact Person. The contact person for Versailles for this Agreement shall be the Mayor or his designee. The contact person for Midway for this Agreement shall be the Mayor or his designee. The contact person for the County for this Agreement shall be the County Judge Executive or his designee.
7. Contractor's Status. Contractor agrees that he is an independent contractor of the parties and is not an employee for any purpose. Contractor acknowledges that he is not covered by any of the respective parties' workers compensation insurance and is not eligible for coverage under any of the respective parties' health insurance or retirement programs. The Contractor further acknowledges the respective parties will not pay the employer's contribution toward any social security, Medicare or other employment-related taxes which may arise as a result of the Contractor's work. The Contractor will not be eligible to receive unemployment benefits upon the termination of this Agreement. The Contractor will not accrue sick leave or vacation during his employment under this Agreement. Contractor agrees to obtain all necessary business licenses; to pay all net profit taxes due any of the parties; as well as all income and self-employment taxes due the Commonwealth of Kentucky and the Internal Revenue Service without any contribution from Versailles, Midway or the County toward such taxes other than the consideration set forth in paragraph 3 above.
8. Term. This agreement shall be for a six month term beginning February 1, 2020. The term of this Agreement may be extended from time to time by mutual agreement of the parties.
9. Early Termination. This Agreement may be terminated by any party for any reason on thirty (30) days advance written notice.
10. Retention of Contact Information. The contractor shall keep accurate records of his contacts with employers and businesses which shall include the name, telephone number, email address of persons contacted on behalf of such employers and businesses, with records, along with the inventory described in paragraph 1(B) above, shall be provided to Versailles, Midway and the County upon termination of this Agreement for any reason.

11. Nondisclosure. The Contractor shall not disclose any confidential information concerning any current or prospective employer or business received during the course of the performance of his duties under this agreement except in the performance of his duties under this Agreement.
12. Code of Ethics. The Contractor shall abide by the Code of Ethics for City of Versailles Officers contained in Chapter 35 of the Versailles City Ordinances.
13. Modification. The Agreement contains the entire agreement between the parties and may not be altered or amended except by written document signed by all parties.
14. Construction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement on the day and date first above written.

CITY OF VERSAILLES

BRIAN TRAUGOTT, MAYOR

CITY OF MIDWAY

GRAYSON VANDEGRIFT, MAYOR

WOODFORD FISCAL COURT

JAMES KAY, JUDGE EXECUTIVE

CONTRACTOR

JOHN E. SOPER, III

CITY OF MIDWAY

APPLICATION FOR PARADE/EVENT PERMIT

FOR POLICE DEPARTMENT USE ONLY:

PERMIT APPROVED

PERMIT DENIED

DATE: INITIALS:

Name of Sponsoring Organization: midway merchants (MBA)

Address: PO Box 3843

Telephone: 859-494-7397

Parade/Event Chairman or Contact Person: Courtney Neikirik

Address: 124W MAIN ST

Telephone: 859-494-7397

Purpose of Parade/Event KICK off Summer Block Party

Date Requested for Parade/Event: TBD

Parade/Event: Start Time: 5:00 pm End Time: 10:00 pm

Location of Parade/Event: North side of East main

Parade Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

What route will be traveled by the parade: \_\_\_\_\_

Does your organization have a Liability Insurance Policy: yes

How many units will be in the parade: \_\_\_\_\_

How many booths will be in the event: 10-25

How many bands will be in the parade/event: 1 BAND TBA

How many floats and what type of floats will be in the parade/event: \_\_\_\_\_

Will there be sound amplification devices used: SPK YES

If so, what: SPAKES FOR BAND

Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature of Sponsoring Rep: \_\_\_\_\_



Attached additional sheets if necessary to answer/explain the requested parade/event.

CITY OF MIDWAY

APPLICATION FOR PARADE/EVENT PERMIT

FOR POLICE DEPARTMENT USE ONLY:

PERMIT APPROVED

PERMIT DENIED

DATE: INITIALS:

Name of Sponsoring Organization: Midway Merchants (MBA)

Address: PO Box 3843

Telephone: 859-494-7397

Parade/Event Chairman or Contact Person: Elisha Holt / Courtney Neillirk

Address: 124 W Main

Telephone: 859-202-0709 / 859-494-7397

Purpose of Parade/Event FALL Festival

Date Requested for Parade/Event: Sept 18, 19, 20

Parade/Event: Start Time: 7am Friday 18<sup>th</sup> End Time: 8pm Sunday 20<sup>th</sup>

Location of Parade/Event: Down Broadway Main Street, Parts of Gratz, Bank Parking Lot

Parade Start Time: 7 End Time: \_\_\_\_\_

What route will be traveled by the parade: \_\_\_\_\_

Does your organization have a Liability Insurance Policy: yes

How many units will be in the parade: \_\_\_\_\_

How many booths will be in the event: 210

How many bands will be in the parade/event: 8-10

How many floats and what type of floats will be in the parade/event: \_\_\_\_\_

Will there be sound amplification devices used: yes

If so, what: SPEAKERS FOR BANDS

Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature of Sponsoring Rep:



Attached additional sheets if necessary to answer/explain the requested parade/event.



CITY OF MIDWAY

APPLICATION FOR PARADE/EVENT PERMIT

FOR POLICE DEPARTMENT USE ONLY:

PERMIT APPROVED

PERMIT DENIED

DATE: INITIALS:

Name of Sponsoring Organization: Midway Merchants (MBA)

Address: PO Box 3843

Telephone: 859-494-7397

Parade/Event Chairman or Contact Person: Cortney Neilson

Address: 124 W. Main

Telephone: 859-494-7397

Purpose of Parade/Event: ST PATRICKS DAY Celebration

Date Requested for Parade/Event: MARCH 14 2020

Parade/Event: Start Time: 2:00 PM End Time: 5:00 PM

Location of Parade/Event: North side of East main

Parade Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

What route will be traveled by the parade: \_\_\_\_\_

Does your organization have a Liability Insurance Policy: Yes

How many units will be in the parade: \_\_\_\_\_

How many booths will be in the event: 10 - 20

How many bands will be in the parade/event: 1 BAND TBA

How many floats and what type of floats will be in the parade/event: \_\_\_\_\_

Will there be sound amplification devices used: yes

If so, what: SPEAKERS FOR BAND.

Additional Information: INSTEAD OF DOING A PARADE LIKE IN  
YEARS PAST, WE WERE HOPEING FOR A MINI "BLOCK  
PARTY" WITH A BLESSING OF THE KEG AND MORE.

Authorized Signature of Sponsoring Rep:



Attached additional sheets if necessary to answer/explain the requested parade/event.