

# **Lexington-Fayette Urban County Government**

*200 E. Main St  
Lexington, KY 40507*



## **Docket**

**Tuesday, February 27, 2024**

**3:00 PM**

**Packet**

**Council Chamber**

**Urban County Council Work Session**

**I. Public Comment - Issues on Agenda****II. Requested Rezoning/ Docket Approval****III. Approval of Summary**

- a        **0209-24**        Table of Motions: Council Work Session, February 13, 2024

Attachments:   [TOM 02.13.24](#)

**IV. Budget Amendments****V. Budget Adjustments - For Information Only****VI. New Business****VII. Continuing Business/ Presentations**

- a        **0208-24**        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Christian Benevolent Outreach, Inc. (\$4,049.00); Ky. Refugee Ministries, Inc. (\$2,000.00); Innercity Breakthrough Ministries, Inc. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$525.00); Seize Your Given Opportunities, Inc. (\$1,100.00); Fayette County Farm Bureau Education Foundation, Inc. (\$500.00); Fayette Alliance, Inc. (\$1,000); Tates Creek High School PTSA, Inc. (\$1,000.00); Veterans Park Elementary PTA, Inc. (\$4,647.70); and Castlegate Maintenance Association, Inc. (\$318.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments:   [NDF List 2.27.24](#)

[0208-24 - Resolution NDF List 2-27-24 4859-5997-2776 v.1.docx](#)

[R-087-2024](#)

[Contract #076-2024](#)

[Contract #076-2024 -Innercity Breakthrough Ministries](#)

[Contract #076-2024- KY Refugee Ministries](#)

[Contract #076-2024 -Seize Your Given Opportunities](#)

[Contract #076-2024 -Tates Creek High School](#)

[Contract #076-2024 -Veterans Park Elementary](#)

[Contract #076-2024 -Castlegate Maint. Association](#)

- b        **0210-24**        Summary:    Budget,    Finance,    and    Economic    Development

Committee, January 30, 2024

Attachments: [1-30-24 Meeting Summary](#)

- c      [0162-24](#)      Division of Building Inspection National Accreditation
- d      [0212-24](#)      Presentation: Alpha Phi Alpha Fraternity, Inc., February 27, 2024
- e      [0211-24](#)      Presentation: Central Bank Center Annual Update, February 27, 2024
- Attachments: [CBC Annual Update for Council](#)

**VIII. Council Reports**

**IX. Mayor's Report**

**X. Mayor's Report - Price Contract Bid Recommendations**

**XI. Public Comment - Issues Not on Agenda**

**XII. Adjournment**

**Administrative Synopsis - New Business Items**

- a      **0176-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakes Edge Condominium Association, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$1,679, from \$12,000 to \$10,321. [Div. of Water Quality, Martin]
- Attachments:**    [Blue Sheet](#)  
                         [FY 2021 Lakes Edge Condominium Ass - Council Map](#)  
                         [UPDATED CONTRACT CHANGE ORDER FORM FY21 Lakes Edge Grante](#)  
                         [0176-24- Change Order 1 Lakes Edge Condo Ass Incentive Grant 4856-2581](#)  
                         [R-098-2024](#)  
                         [Contract #061-2021](#)
- b      **0177-24**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Contract with the Verdin Co., a sole source provider, for repairs to the Historic Skuller's Street Clock, at a cost not to exceed \$75,775. [Div. of Facilities and Fleet Management, Baradaran]
- Attachments:**    [Blue Sheet Memo](#)  
                         [Sole Source Certification](#)  
                         [Verdin quote](#)  
                         [0177-24 4865-9315-0119 v.1.doc](#)  
                         [R-084-2024](#)
- c      **0178-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant project, decreasing the Contract by the sum of \$5,818.08, from \$29,385.00 to \$23,566.92. [Div. of Water Quality, Martin]
- Attachments:**    [Blue Sheet](#)  
                         [FY2020 FOWR - Council Map \(1\)](#)  
                         [FY2021-FOWR-CONTRACT CHANGE ORDERV02-Grantee signed 2](#)  
                         [0178-24- Change Order 1 Friends of Wolf Run Incentive Grant 4867-8193-98](#)  
                         [R-099-2024](#)  
                         [Contract #066-2021](#)
- d      **0179-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Living Arts and Science Center, Inc., for a



Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$12,454.36, from \$30,500.00 to \$18,045.64. [Div. of Water Quality, Martin]

**Attachments:** [Blue Sheet](#)

[FY2021 LASC \(Class BE\) - Council Map](#)

[UPDATED CONTRACT CHANGE ORDER FORM FY21 LASC Grantee Sigr](#)

[0179-24- Change Order 1 Living Arts and Science Center 4876-1988-3178 v.](#)

[R-085-2024](#)

**e**      **0180-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$10,087.97, from \$32,184.00 to \$22,096.03. [Div. of Water Quality, Martin]

**Attachments:** [Blue Sheet](#)

[FY2020 FOWR - Council Map](#)

[UPDATED CONTRACT CHANGE ORDER FORM FY20 FOWR Grantee Sig](#)

[0180-24- Change Order 1 FOWR Incentive Grant 4877-2434-7562 v.1.docx](#)

[R-100-2024](#)

**f**      **0183-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Bluegrass Greensource, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$4,640.70, from \$35,000.00 to \$30,359.30. [Div. of Water Quality, Martin]

**Attachments:** [Blue Sheet](#)

[FY2021 Bluegrass Greensource Class B Edu - Council Map rev.2.23.21](#)

[UPDATED CONTRACT CHANGE ORDER FORM FY21 BGGS Grantee Sig](#)

[0183-24- Change Order 1 Bluegrass Greensource 4870-9860-9834 v.1.docx](#)

[R-101-2024](#)

[Contract #040-2021](#)

**g**      **0184-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment and Extension to the existing Health Services Agreement with CHS TX, Inc., d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, increasing the Contract price by the sum of \$281,369.68, from \$5,778,306.96 to \$6,059,676.64 in FY 24. [Div. of Community Corrections, Colvin]

**Attachments:** [YESCARE amendment for MAT program FY24 memo](#)  
[YESCARE amend FY24 MAT program](#)  
[YESCARE amendment for MAT agreement edit 2-12-24](#)  
[0184-24 YesCare Resolution 2024 4853-7946-5384 v.1.docx](#)  
[R-102-2024](#)

- h**      **0186-24**      A Resolution designating the speed limit on Viley Rd. as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]
- Attachments:** [Blue Sheet Memo Viley Road Speed Limit.pdf](#)  
[0186-24- Viley Road Speed Limit Designation 4889-6316-5605 v.1.docx](#)  
[R-103-2024](#)
- i**      **0187-24**      A Resolution designating the speed limit on Crawley Lane as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]
- Attachments:** [Blue Sheet Memo Crawley Lane.pdf](#)  
[0187-24- Crawley Lane Speed Limit Designation 4871-0613-7253 v.1.docx](#)  
[R-104-2024](#)
- j**      **0196-24**      An Ordinance amending the Civil Service authorized strength by creating one (1) Classified Civil Service Position of Public Service Supervisor, Grade 517N, in the Div. of Environmental Services, effective upon the passage of Council. [Div. of Human Resources, George]
- Attachments:** [Bluesheet 24-0001h](#)  
[From To 24.0001h](#)  
[0196-24 4890-4777-2837 v.1.docx](#)  
[O-029-2024](#)
- k**      **0197-24**      A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Amendment No. 5 to the TIGER Agreement with the U.S. Dept. of Transportation, which will modify the Budget for the Town Branch Commons Project and moves remaining funds from the option phase to the base phase, pending Federal approval. [Office of the Mayor, Peacher]

**Attachments:** [24-Blue Sheet Memo TBC TIGER Amendment 4](#)  
[TBCC #5-TIGER GA-Amend Redline 02.2024](#)  
[TBCC #5-TIGER GA-Amend WhitePaper 02.2024](#)  
[0197-24 \(TIGER Amendment 5\) 4876-0013-7641 v.1.docx](#)  
[R-105-2024](#)  
[Contract #274-2024](#)

- I      **0198-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$300,000 from the Recycling Partnership, Inc., for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, in order to purchase recycling equipment and for outreach activities, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

**Attachments:** [24-Blue Sheet Memo](#)  
[BA 12820](#)  
[TRP - LFUCG - PP Grant FINAL Agreement](#)  
[0198-24 \(Recycling Grant\) 4859-0236-2281 v.1.docx](#)  
[R-106-2024](#)  
[Contract #072-2024](#)

- m      **0201-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional \$40,000 of Federal Funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the Mayor to execute any other needed Agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

**Attachments:** [24-Blue Sheet OHPI Winter Family Motel Shelter Amendment](#)  
[First Amendment to Subrecipient Agreement 4857-5676-5861 v.1 - JH](#)  
[Executed Agreement - FY24 EFH Winter Motel Shelter](#)  
[R 623-2023](#)  
[201-24 -- Amendment to Subrecipient Agreement with Community Action Cou](#)  
[R-086-2024](#)  
[Contract #039-2024](#)

- n      **0202-24**      A Resolution authorizing the Mayor, on behalf of the Urban County

Government, to amend Resolution No. 158-2021, which established priority areas for the Community Based Initiatives Program operated as part of the Extended Social Resource (ESR) Program, to add an additional priority area, Mental Health, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

**Attachments:** [0202-24 Bluesheet Memo - Amendment to R-158-2021 ESR Program](#)  
[R-158-2021](#)  
[0202-24 Legislation 4871-1610-3592 v.1.docx](#)  
[R-107-2024](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0209-24**

**File ID:** 0209-24

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/22/2024

**File Name:** Table of Motions: Council Work Session, February  
13, 2024

**Final Action:** 02/27/2024

**Title:** Table of Motions: Council Work Session, February 13, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 02.13.24

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved				Pass

### Text of Legislative File 0209-24

Title

Table of Motions: Council Work Session, February 13, 2024

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
February 13, 2024**

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

Motion by Wu to move the Time Out for People Award, under Continuing Business and Presentations, to the top of the February 13 Work Session agenda. Seconded by Ellinger II. Motion passed without dissent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Plomin to approve the Thursday, February 15, 2024 Council Meeting Docket. Seconded by Wu. Motion passed without dissent.

III. Approval of Summary

Motion by Gray to approve the February 6, 2024 Work Session Summary. Seconded by Sevigny. Motion passed without dissent.

IV. Budget Amendments

Motion by Wu to approve Budget Amendments. Seconded by Sheehan. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Reynolds to approve New Business. Seconded by Gray. Sheehan recused on item b. Motion passed without dissent.

VII. Continuing Business/Presentations

Worley provided a summary of the January 16, 2024 General Government and Planning Committee Meeting.

VIII. Council Reports

IX. Mayor's Report

Motion by Wu to approve the Mayor's Report. Seconded by Sheehan. Motion passed without dissent.

X. Mayor's Report – Price Contract Bid Recommendations

Motion by Gray to approve the Mayor's Report – Price Contract Bid Recommendations. Seconded by Plomin. Motion passed without dissent.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Fogle to adjourn at 4:10 p.m. Seconded by Sheehan. Motion passed without dissent.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0208-24**

**File ID:** 0208-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 076-2024

**In Control:** Urban County  
Council

**File Created:** 02/22/2024

**File Name:** NDF List 2/27/24

**Final Action:** 03/07/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Christian Benevolent Outreach, Inc. (\$4,049.00); Ky. Refugee Ministries, Inc. (\$2,000.00); Innercity Breakthrough Ministries, Inc. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$525.00); Seize Your Given Opportunities, Inc. (\$1,100.00); Fayette County Farm Bureau Education Foundation, Inc. (\$500.00); Fayette Alliance, Inc. (\$1,000); Tates Creek High School PTSA, Inc. (\$1,000.00); Veterans Park Elementary PTA, Inc. (\$4,647.70); and Castlegate Maintenance Association, Inc. (\$318.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** Stamped and filed in the CCO 3/28/2024. MS

**Sponsors:**

**Enactment Date:** 03/07/2024

**Attachments:** NDF List 2.27.24, 0208-24 - Resolution NDF List 2-27-24 4859-5997-2776 v.1.docx, R-087-2024, Contract #076-2024, Contract #076-2024 -Innercity Breakthrough Ministries, Contract #076-2024- KY Refugee Ministries, Contract #076-2024 -Seize Your Given Opportunities, Contract #076-2024 -Tates Creek High School, Contract #076-2024 -Veterans Park Elementary, Contract #076-2024 -Castlegate Maint. Association

**Enactment Number:** R-087-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/07/2024		



1	Urban County Council	03/07/2024	Suspended Rules for Second Reading	Pass
1	Urban County Council	03/07/2024	Approved	Pass

### Text of Legislative File 0208-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Christian Benevolent Outreach, Inc. (\$4,049.00); Ky. Refugee Ministries, Inc. (\$2,000.00); Innerscity Breakthrough Ministries, Inc. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$525.00); Seize Your Given Opportunities, Inc. (\$1,100.00); Fayette County Farm Bureau Education Foundation, Inc. (\$500.00); Fayette Alliance, Inc. (\$1,000); Tates Creek High School PTSA, Inc. (\$1,000.00); Veterans Park Elementary PTA, Inc. (\$4,647.70); and Castlegate Maintenance Association, Inc. (\$318.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

#### ..Summary

##### Organization:

Sayre Christian Village  
Miranda Snow  
3775 Belleau Wood Drive  
Lexington, KY 40517

##### Purpose:

For aging beds

##### Amount:

\$ 4,049.00

##### Organization:

Kentucky Refugee Ministries  
Lindsay Mattingly  
501 W. 6th Street Unit 250  
Lexington, KY 40508

##### Purpose:

For the support of the Kentucky Refugee and ImmiGrant Inclusion Summit which is held to create a stronger infrastructure in our community to empower immiGrants and refugees

##### Amount:

\$ 2,000.00

##### Organization:

Innerscity Breakthrough Ministries Inc.  
Jesse Morris  
501 Ashley Way  
Lexington, KY 40503

##### Purpose:

To be used toward the purchase of food, beverages, and supplies to feed the unhoused people in District 1.

##### Amount:

\$ 1,000.00

##### Organization:

Hill N Dale Neighborhood Association, Inc.  
Gail Lightner  
279 Clearview Drive  
Lexington, KY 40503

**Purpose:**

For the mailing of their spring newsletter

**Amount:**

\$ 525.00

**Organization:**

Seize Your Given Opportunities Inc.  
Andre Wilson  
928 Lima Ct  
Lexington, KY 40511

**Purpose:**

To assist with neighborhood cleanup

**Amount:**

\$ 1,100.00

**Organization:**

Fayette County Farm Bureau  
Todd Clark  
1316 Versailles Rd  
Lexington, KY 40504

**Purpose:**

To support their fundraiser auction event that raises funds for their scholarship Program that benefits Fayette County students

**Amount:**

\$ 500.00

**Organization:**

Fayette Alliance  
Natalie Appel  
169 N. Limestone, Suite 1B  
Lexington, KY 40507

**Purpose:**

To support Grow Smart Academy, a free educational event, particularly to offset expenses such as food and supplies for their agricultural day

**Amount:**

\$ 1,000.00

**Organization:**

Tates Creek High School PTSA  
1111 Centre Parkway  
Lexington, KY 40502  
Amy Beasley

**Purpose:**

For senior breakfast, including food, decorations and trophies

**Amount:**

\$ 1,000.00

**Organization:**

Veterans Park Elementary PTA  
4351 Clearwater Way  
Lexington, KY 40515  
Heather Robbins

**Purpose:**

For 3 picnic tables, 3 surface mount clamps, a 6-foot bench with back, and a 4-foot bench with back

**Amount:**

\$ 4,647.70

**Organization:**

Castlegate Maintenance Association  
3616 Hidden Pond Rd  
Lexington, KY 40502  
Donald C. Pace

**Purpose:**

For reimbursement of graffiti removal on the neighborhoods brick fence

**Amount:**

\$ 318.00

**Neighborhood Development Funds  
February 27, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 4,049.00</b>	Sayre Christian Village Miranda Snow 3775 Belleau Wood Drive Lexington, KY 40517	For aging beds
<b>\$ 2,000.00</b>	Kentucky Refugee Ministries Lindsay Mattingly 501 W. 6th Street Unit 250 Lexington, KY 40508	For the support of the Kentucky Refugee and Immigrant Inclusion Summit which is held to create a stronger infrastructure in our community to empower immigrants and
<b>\$ 1,000.00</b>	Innecity Breakthrough Ministries Inc. Jesse Morris 501 Ashley Way Lexington, KY 40503	To be used toward the purchase of food, beverages, and supplies to feed the unhoused people in District 1.
<b>\$ 525.00</b>	Hill N Dale Neighborhood Association, Inc. Gail Lightner 279 Clearview Drive Lexington, KY 40503	For the mailing of their spring newsletter
<b>\$ 1,100.00</b>	Seize Your Given Opportunities Inc. Andre Wilson 928 Lima Ct Lexington, KY 40511	To assist with neighborhood cleanup
<b>\$ 500.00</b>	Fayette County Farm Bureau Todd Clark 1316 Versailles Rd Lexington, KY 40504	To support their fundraiser auction event that raises funds for their scholarship program that benefits Fayette County students
<b>\$ 1,000.00</b>	Fayette Alliance Natalie Appel 169 N. Limestone, Suite 1B Lexington, KY 40507	To support Grow Smart Academy, a free educational event, particularly to offset expenses such as food and supplies for their agricultural day
<b>\$ 1,000.00</b>	Tates Creek High School PTSA 1111 Centre Parkway Lexington, KY 40502 Amy Beasley	For senior breakfast, including food, decorations and trophies
<b>\$ 4,647.70</b>	Veterans Park Elementary PTA 4351 Clearwater Way Lexington, KY 40515 Heather Robbins	For 3 picnic tables, 3 surface mount clamps, a 6-foot bench with back, and a 4-foot bench with back
<b>\$ 318.00</b>	Castlegate Maintenance Association 3616 Hidden Pond Rd Lexington, KY 40502	For reimbursement of graffiti removal on the neighborhoods brick fence

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH CHRISTIAN BENEVOLENT OUTREACH, INC. (\$4,049.00); KENTUCKY REFUGEE MINISTRIES, INC. (\$2,000.00); INNERCITY BREAKTHROUGH MINISTRIES, INC. (\$1,000.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. (\$525.00); SEIZE YOUR GIVEN OPPORTUNITIES, INC. (\$1,100.00); FAYETTE COUNTY FARM BUREAU EDUCATION FOUNDATION, INC. (\$500.00); FAYETTE ALLIANCE, INC. (\$1,000); TATES CREEK HIGH SCHOOL PTSA, INC. (\$1,000.00); VETERANS PARK ELEMENTARY PTA, INC. (\$4,647.70); AND CASTLEGATE MAINTENANCE ASSOCIATION, INC. (\$318.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Christian Benevolent Outreach, Inc., Kentucky Refugee Ministries, Inc., Innercity Breakthrough Ministries, Inc., Hill-N-Dale Neighborhood Association, Inc., Seize Your Given Opportunities, Inc., Fayette County Farm Bureau Education Foundation, Inc., Fayette Alliance, Inc., Bates Creek High School PTSA, Inc., Veterans Park Elementary PTA, Inc., and Castlegate Maintenance Association, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Christian Benevolent Outreach, Inc. (\$4,049.00); Kentucky Refugee Ministries, Inc. (\$2,000.00); Innercity Breakthrough Ministries, Inc. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$525.00); Seize Your Given Opportunities, Inc. (\$1,100.00); Fayette County Farm Bureau Education Foundation, Inc. (\$500.00); Fayette Alliance, Inc. (\$1,000.00); Bates Creek High School PTSA, Inc. (\$1,000.00); Veterans Park Elementary PTA, Inc. (\$4,647.70); and Castlegate Maintenance Association, Inc. (\$318.00) from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0208-24:GET:4859-5997-2776, v. 1

RESOLUTION NO. 087 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH CHRISTIAN BENEVOLENT OUTREACH, INC. (\$4,049.00); KENTUCKY REFUGEE MINISTRIES, INC. (\$2,000.00); INNERCITY BREAKTHROUGH MINISTRIES, INC. (\$1,000.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. (\$525.00); SEIZE YOUR GIVEN OPPORTUNITIES, INC. (\$1,100.00); FAYETTE COUNTY FARM BUREAU EDUCATION FOUNDATION, INC. (\$500.00); FAYETTE ALLIANCE, INC. (\$1,000); TATES CREEK HIGH SCHOOL PTSA, INC. (\$1,000.00); VETERANS PARK ELEMENTARY PTA, INC. (\$4,647.70); AND CASTLEGATE MAINTENANCE ASSOCIATION, INC. (\$318.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Christian Benevolent Outreach, Inc. (\$4,049.00); Kentucky Refugee Ministries, Inc. (\$2,000.00); Innercity Breakthrough Ministries, Inc. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$525.00); Seize Your Given Opportunities, Inc. (\$1,100.00); Fayette County Farm Bureau Education Foundation, Inc. (\$500.00); Fayette Alliance, Inc. (\$1,000.00); Tate Creek High School PTSA, Inc. (\$1,000.00); Veterans Park Elementary PTA, Inc. (\$4,647.70); and Castlegate Maintenance Association, Inc. (\$318.00) from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

*Linda Gorton*

MAYOR

ATTEST:

*Alla*

CLERK OF URBAN COUNTY COUNCIL

0208-24:GET:4859-5997-2776, v. 1



## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fayette Alliance (Hereinafter "Organization"), of 169 N. Limestone, Suite 1B, Lexington, KY 40507, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:  
  
*[To support Grow Smart Academy, a free educational event, particularly to offset expenses such as food and supplies for their agricultural day]*
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Plomin's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Natalie Appel*  
(Natalie Appel)  
(Fayette Alliance)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Inncity Breakthrough Ministries Inc. (Hereinafter "Organization"), of 501 Ashley Way, Lexington, KY 40503, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

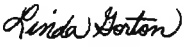
*[To be used toward the purchase of food, beverages, and supplies to feed the unhoused people in District 1.]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Fogle's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Jesse Morris)  
(Innecity Breakthrough Ministries Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Kentucky Refugee Ministries (Hereinafter "Organization"), of 501 W. 6th Street Unit 250, Lexington, KY 40508, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

*[For the support of the Kentucky Refugee and Immigrant Inclusion Summit which is held to create a stronger infrastructure in our community to empower immigrants and refugees]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Lindsay Mattingly*  
(Lindsay Mattingly)  
(Kentucky Refugee Ministries)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Seize Your Given Opportunities Inc. (Hereinafter "Organization"), of 928 Lima Ct, Lexington, KY 40511, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1100 (One Thousand One Hundred Dollars and No Cents) for the following lawful public purpose:

*[To assist with neighborhood cleanup]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Andre Wilson*  
(Andre Wilson)  
(Seize Your Given Opportunities Inc.)



## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bates Creek High School PTSA (Hereinafter "Organization"), of 1111 Centre Parkway, Lexington, KY 40502, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

*[For senior breakfast, including food, decorations and trophies]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Amy Beasley)  
(Tates Creek High School PTSA)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Veterans Park Elementary PTA (Hereinafter "Organization"), of 4351 Clearwater Way, Lexington, KY 40515, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$4647.7 (Four Thousand Six Hundred Forty-Seven Dollars and No Cents) for the following lawful public purpose:

*[For 3 picnic tables, 3 surface mount clamps, a 6-foot bench with back, and a 4-foot bench with back]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Monarrez's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Heather Robbins*  
(Heather Robbins)  
(Veterans Park Elementary PTA)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Castlegate Maintenance Association (Hereinafter "Organization"), of 3616 Hidden Pond Rd, Lexington, KY 40502, Fayette County.

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$318 (Three Hundred Eighteen Dollars and No Cents) for the following lawful public purpose:

*[For reimbursement of graffiti removal on the neighborhoods brick fence]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10th, 2024. If Organization fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton  
Linda Gorton, MAYOR

ATTEST:

Abbey Allan  
CLERK OF URBAN COUNTY COUNCIL

By: Donald Pace  
(Donald C. Pace)  
(Castlegate Maintenance Association)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0210-24**

**File ID:** 0210-24

**Type:** Summary

**Status:** Received and Filed

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/22/2024

**File Name:** Summary: Budget, Finance, and Economic  
Development Committee, January 30, 2024

**Final Action:** 02/27/2024

**Title:** Summary: Budget, Finance, and Economic Development Committee, January 30, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 1-30-24 Meeting Summary

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Received and Filed				

### Text of Legislative File 0210-24

Title

Summary: Budget, Finance, and Economic Development Committee, January 30, 2024



## **Budget, Finance & Economic Development Committee**

January 30, 2024

### **Summary and Motions**

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Chair James Brown called the meeting to order at 1:31 p.m. Vice Mayor Dan Wu, and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Fred Brown, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Shayla Lynch, Denise Gray, and Dave Sevigny were also present as non-voting members.

#### **I. Approval of November 28, 2023 Committee Summary**

A motion by Ellinger to approve the November 28, 2023 Committee Summary, seconded by Baxter, the motion passed without dissent.

#### **II. Quarter 2 Financial Update – January 2024**

Commissioner Hensley introduced the Quarter 2 Financial Update. Notable transfers are \$55.9 million from the FY23 General Fund Balance to the General Capital Fund, Economic Development Fund, and Affordable Housing Fund for Council obligations determined at the October 31, 2023 Budget Committee of the Whole meeting. If these transfers were not accounted for, LFUCG would have a surplus of nearly \$17 million.

Revenues continue to run a positive variance to budget, primarily due to greater than budgeted insurance premium tax collections, investment income, and service fees related to EMS. Net profit collections have not come in as strong this year. March, April, and May will be the true testament to this number. Personnel costs are right at or below budgeted costs and operating costs to budget are underspent.

No action was taken on this item.

#### **III. Annual Comprehensive Financial Review**

Jeanna Jones from Strothman and Company presented the results of the June 30, 2023 audit of the annual comprehensive financial review. The Audit was conducted September-November of 2023. LFUCG received an unmodified opinion, fairly presented, in all material respects. Ms. Jones reviewed the General Fund activity from FY22 to FY23. Net change in general fund from FY22 was \$44.80 million versus FY23 at \$46.40 million. General fund balances in FY22 were \$150.26 as compared to \$196.24 in FY23.

Ms. Jones reported having no issues communicating with LFUCG as required as part of the audit. Strothman and Company will provide reports as required by GAGAS for internal control over financial reporting and on compliance and other matters based on the audit. They will also



provide reports as required by OMB Uniform Guidance for opinion on compliance for each major federal award program, report on internal control over compliance, and schedule of expenditures of federal awards. New accounting standards that will go into effect for the FY24 audit are GASB 100, accounting changes and error corrections and GASB 101, compensated absences. Particularly sensitive financial statements disclosures consist of long-term debt, self-insurance program, contingent liabilities and commitments, leases and SBITAS, and defined benefit pension plans and other post-employment benefits.

No action was taken on this item.

#### **IV. Technology Ecosystem Development**

Sevigny introduced the Technology Ecosystem Development item and presenter, Nick Such. The Technology Association of the Bluegrass (TAB) is a non-profit member organization with the goal of expanding and improving the technology industry in Lexington/Fayette County. Lexington once was a tech hub that began with IBM in 1956. This led to significant growth in public schools and support for local nonprofits. This also led to the launch of Lexmark in 1991. Lexington was not the only city to land a major IBM office in the 1950-1960s. Other communities have embraced and invested in technology while Lexington has let the once thriving tech industry decline. Location quotient, which is the relative concentration of tech workers, for Lexington is .68 while the average for a US city our size is 1.0.

Tech is a desirable occupation for high wages, diverse workers, minimal land use, low barriers to entry level jobs, above average job growth, and growing diversity rankings. As part of the regional competitiveness plan, tech growth is necessary, a regional plan growth goal, and needs purposeful and focused growth.

Lexington is lacking a tech friendly identity, ease of finding and hiring employees, tech conferences and events, decreased barriers to entry for startups, city help to drive angel-funding, research that drives jobs, and average or above average wages. More than 25% of Lexington's jobs are at risk of automation in the coming decades. UK has been the largest employer for many decades, but there is an impending education enrollment cliff expected in 2025, and Lexmark and IBM continue to lay off employees. TAB is working on employment, supporting future tech professionals, and supporting community building. Funding for TAB would be used on best practices such as creating an employment rich environment, engaging future tech professionals, and accelerating community building.

No action was taken on this item.

#### **V. Adjournment**

A motion by LeGris to adjourn at 2:50pm, seconded by Wu, the motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0162-24**

**File ID:** 0162-24

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/07/2024

**File Name:** Division of Building Inspection National Accreditation

**Final Action:** 02/27/2024

**Title:**

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Received and Filed				

### Text of Legislative File 0162-24



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0212-24**

**File ID:** 0212-24

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/22/2024

**File Name:** Presentation: Alpha Phi Alpha Fraternity, Inc.,  
February 27, 2024

**Final Action:** 02/27/2024

**Title:** Presentation: Alpha Phi Alpha Fraternity, Inc., February 27, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Received and Filed				

### Text of Legislative File 0212-24

Title

Presentation: Alpha Phi Alpha Fraternity, Inc., February 27, 2024



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0211-24**

**File ID:** 0211-24

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/22/2024

**File Name:** Presentation: Central Bank Center Annual Update,  
February 27, 2024

**Final Action:** 02/27/2024

**Title:** Presentation: Central Bank Center Annual Update, February 27, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** CBC Annual Update for Council

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Received and Filed				

### Text of Legislative File 0211-24

Title

Presentation: Central Bank Center Annual Update, February 27, 2024



# THE POSITIVE DISRUPTION STORY

## THE PUBLIC PRIVATE PATH TO PROSPERITY



- 2022 Arena of The Year Nominee - Academy of Country Music
- In 2023, Rupp Arena hosted more public non-UK Athletics events in the venue's history
- Also in 2023, Rupp Arena hosted the most UK Athletics Events in its' history (MBB, WBB, VB, and Gymnastics)
- 'Kentucky Rising' raised over \$2.9M for flood relief & Nominated for The Live Music is Better Award at the 34th Annual Pollstar Awards
- Hosted major tours including Olivia Rodrigo, Lizzo, blink-182, Guns N Roses, & The Eagles. Morgan Wallen had 3 sold out nights, with 40K tickets sold , and Tyler Childers had 2 sold out nights, with 29K tickets sold
- The Judds Final Show

# RUPP ARENA ACCOMPLISHMENTS





# LEXINGTON OPERA HOUSE ACCOMPLISHMENTS



- The Opera House hosted both Leanne Morgan and Heather McMahan's first ever Netflix Special Tapings
- Working with VisitLEX to leverage the KY Film Incentive for more tapings/national exposure events
- The Opera House had more events in 2023 than ever before in its 47 year history, leading the way with non traditional touring events like live podcasts, symphonies, family shows, tribute shows, etc

- Bluegrass Opera & Music Theatre
- Bluegrass Youth Ballet, Inc.
- Central Kentucky Concert Band
- Central Kentucky Youth Orchestra
- Chamber Music Festival of Lexington
- Diane Evans School of Dance
- Jane's School of Dance
- Kentuckians Chorus
- Kentucky Ballet Theatre
- LexArts
- The Lexington Ballet Company
- Lexington Children's Theatre
- Lexington Philharmonic Society, Inc.
- The Lexington Singers
- The Lexington Theatre Company
- LFUCG Parks & Recreation
- SCAPA
- University of Kentucky Opera

## LOCAL ARTS GROUPS THAT PERFORM AT LEXINGTON OPERA HOUSE



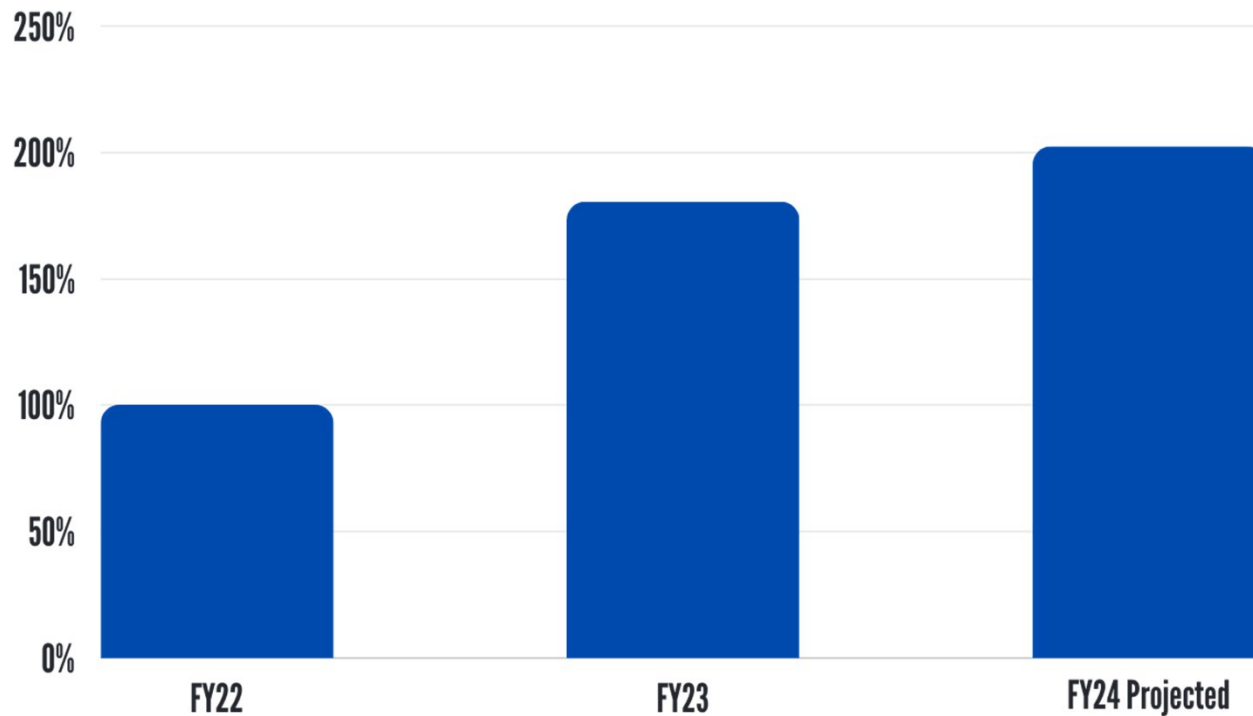


# CENTRAL BANK CENTER ACCOMPLISHMENTS

- In 2023, KY Society of Human Resource Managers held it's first convention outside of Louisville at Central Bank Center, representing 720 room nights for Lexington. They are contracted to return in 2025.
- The Retail Jewelers Organization will bring 1,820 room nights to Lexington in 2026. CBC could not have accommodated this group without the expanded space.
- Southeastern Theatre Conference outgrew the old convention center, but with the renovations, they brought their event back to CBC in March 2023 - bringing over 4,000 room nights to Lexington.
- The International Conference on Missions had also outgrown our capacity. With the new CBC, they will return in November 2024 - with 8,000 in attendance and over 4,000 room nights.
- With the new exhibit halls, CBC has hosted large cheer, basketball and volleyball events, including:
  - Academy Volleyball tournaments, of 150 teams, each in spring of 2024
  - Made Hoops Basketball tournament, with 150 teams, in spring 2024
  - Champions Force National Cheerleading Championships, with 4,000 attendees, in July 2024

# CONVENTION CENTER GROWTH

## GROSS EVENT REVENUE

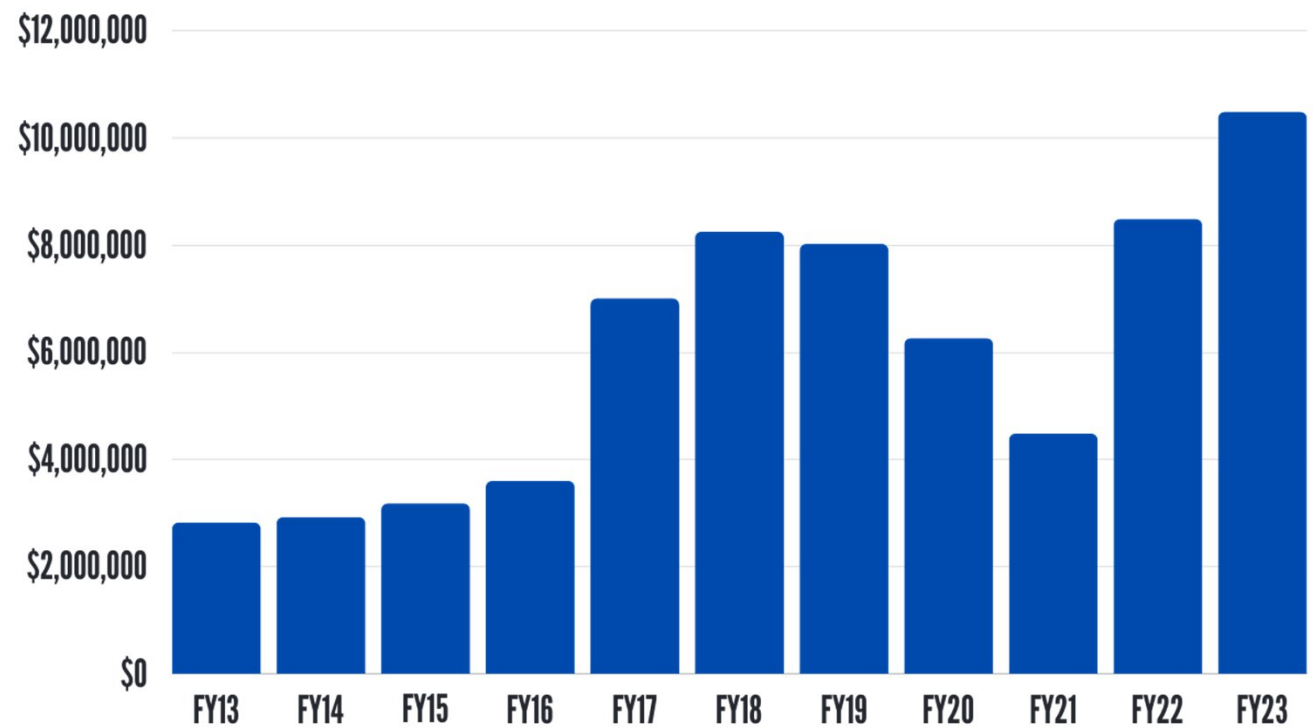


- The newly renovated Central Bank Center hosted 391 event days in FY23; its' first full year since opening.
- FY23 Gross Revenue was over 80% increase compared to FY22.
- FY24 is projected to be over 100% increase from FY22.



- OVG and VisitLEX have put a strong emphasis on partnership to ensure continued growth.
- FY23 Transient Room Tax Revenue new highest in LCC history.
- FY24 Transient Room Tax Revenue on trend to set a new high for LCC for third year straight.

## LEXINGTON CENTER TRANSIENT ROOM TAX REVENUE



\*Lexington Center Transient Tax share increased from 4% to 4.5% in FY17

\*\*Renovated Central Bank Center grand opening was April 2022.





# TRADE SHOW BOOTH



- As a result of attending 30 out of town meeting planner shows, the team acquired 66 meeting requests representing 100,000 room nights.

## 2025 BIRTHDAY BASH

incentive produced 30  
qualified meeting requests  
during our need months.

10 groups to arrive in LEX in  
2025 representing 4,000  
people and 10,000 room  
nights.

\$4.5 million in economic  
impact.





# LEXINGTON FAMILIARIZATION TOURS



- Hosted two meeting planner Lexington Familiarization Tours, resulting in 26 meeting requests, representing 23,000 room nights.
- Hosted 80 local meeting planners during a VisitLEX Local Experience event to showcase new venues in Lexington.
- Hosted 50 meeting planner site visits to Lexington in 2023.
- When a meeting planner comes to Lex, VisitLEX's conversion ratio is 85%!

- In 2023, VisitLEX booked 31 conventions representing 30,000 room nights, \$13.5 Million in economic impact.
- In 2024, VisitLEX booked 33 conventions representing 36,000 room nights, \$16.2 Million in economic impact.
- VisitLEX rooms booked for the center 2023-2026 are up 41% compared to the strongest 4 historical years.

## CONVENTION SPORTS & LEISURE STUDY ON CENTRAL BANK CENTER



# LOOK at LEXINGTON



TEAM  
KENTUCKY

## Proud home of RCMA's EMERGE 2026

Lexington is the Kentucky-est meetings destination. Just look at it. With sublime bluegrass beauty, one-of-a-kind attractions and a brand new Convention Center, it's easy to see why.

Plan your event today at [VisitLEX.com/meetings](https://www.visitlex.com/meetings)



- Lexington will host the Religious Conference Management Association in February of 2026.
- 1,000 people/faith-based meeting planners.
- 2,500 room nights.
- \$1.2 million in economic impact plus residual future bookings.

"The brand-new Central Bank Center and Rupp Arena are exceptional facilities to accommodate groups of any size and are easily navigable within downtown Lexington. The support and partnership with the Central Bank Center and VisitLEX were invaluable through the planning process and helped facilitate a safe and successful in-person event! If you are looking for a centrally located destination with a vibrant downtown, superior facilities and supportive hospitality community, do not overlook Lexington. It is truly a gem!" - Alissa Bush, Arrowhead

"Lexington has a great presence in terms of a destination, unique attractions, and a pretty downtown. The city has taken huge leaps forward in the past 15-20 years. Your downtown Lexington hospitality crew did a super job of our 2022 Annual Convention and the new Central Bank Center is an outstanding venue." - Matt Chaliff, KY Association FFA





# QUESTIONS

BRIAN SIPE

BSIPE@OAKVIEWGROUP.COM

C: (717) 903-4760

O: (859) 551-3067

MARY QUINN RAMER

MRAMER@VISITLEX.COM

C: (859) 244-7704

O: (800) 848-1224





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0355-22**

**File ID:** 0355-22

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council Work  
Session

**File Created:** 04/07/2022

**File Name:** page break

**Final Action:**

**Title:**

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0355-22**



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0176-24**

**File ID:** 0176-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 061-2021

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Change Order Lakes Edge Condo. Assoc. Contract  
#061-2021

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakes Edge Condominium Association, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$1,679, from \$12,000 to \$10,321. [Div. of Water Quality, Martin]

**Notes:** In office 2/8/2024. MS

Stamped and filed in the CCO. SCanned to Christina King 3/28/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet, FY 2021 Lakes Edge Condominium Ass  
- Council Map, UPDATED CONTRACT CHANGE  
ORDER FORM\_FY21 Lakes Edge\_Grantee Signed,  
0176-24- Change Order 1 Lakes Edge Condo Ass  
Incentive Grant 4856-2581-9306 v.1.docx,  
R-098-2024, Contract #061-2021

**Enactment Number:** R-098-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0176-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakes Edge

Condominium Association, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$1,679, from \$12,000 to \$10,321. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order in the amount of \$1,679 to the Stormwater Quality Projects Incentive Grant with Lakes Edge Condominium Association, Inc., Contract #061-2021. The final Grant award totaled \$10,321. (L0176-24)  
(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson 02//08/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$ 1,679.00

Annual Impact: \$

Project: WQINCENTIVE\_21

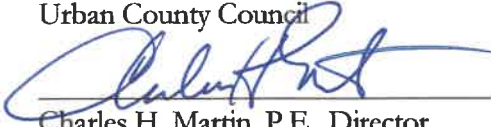
Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 1, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #061-2021

---

Request

Requesting approval of a decreasing change order of \$1,679.00 to the Stormwater Quality Projects Incentive Grant with Lakes Edge Condominium Association, Inc., Contract #061-2021.

Purpose of Request

The original grant award to the Lakes Edge Condominium Association, Inc., was for \$12,000.00 however, the grant-funded project came in under budget. The final grant award totaled \$10,321.00.

The \$1,679.00 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY21.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of \$1,679.00 will be returned to fund 4052 for FY24 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_21 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

Albright/Martin





# Stormwater Quality Projects Incentive Grant Program



<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	30-Jan-24
		Contract Modification:	1
		CONTRACT #:	C-061-2021
PROJECT: Lakes Edge Condominium Association, Inc., FY21 Stormwater Quality Project Incentive Grant			
TO: Lakes Edge Condominium Association, Inc.			
Original Contract Amount		\$12,000.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$12,000.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$1,679.00	
Percent Change of This Contract Modification		-14%	
Original Contract Amount		\$12,000.00	
Cumulative Amount of all Contract Modifications		-\$1,679.00	
Percent Change of all Contract Modifications		-14%	
New Contract Amount Including this Change Order		\$10,321.00	
Recommended by	<u>Frank H. Miller</u>	(Proj. Engr.)	Date <u>2/1/2024</u>
Accepted by	<u>[Signature]</u>	(Consultant)	Date <u>1/30/24</u>
Accepted by	<u>[Signature]</u>	(Contractor)	Date _____
Approved by	<u>[Signature]</u>	(Director)	Date <u>2-1-24</u>
Approved by	<u>Nancy Albright</u>	(Commissioner)	Date <u>2/5/24</u>
Approved by	_____	(Mayor or CAO)	Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION					DATE:	30-Jan-24
					Contract Mod #:	1
					CONTRACT #:	#061-2021
Project: Lakes Edge Condominium Association, Inc., - FY21 Stormwater Quality Project Incentive Grant						
TO: Lakes Edge Condominium Association, Inc.						
You are hereby requested to comply with the following changes from the contract plans and specifications;						
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Increase in contract price
1	DEL		LS	1	\$ 1,679.00	\$ 1,679.00
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
Total decrease					\$ 1,679.00	
Total increase						\$ -
Net (increase) in contract price						\$ (1,679.00)



**JUSTIFICATION FOR CHANGE**

PROJECT:	Lakes Edge Condominium Association, Inc., FY21 Stormwater Quality Project Incentive
CONTRACT NO.	061-2021
CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_X\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_X\_\_\_No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_X\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_X\_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LAKES EDGE CONDOMINIUM ASSOCIATION, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$1,679.00, FROM \$12,000.00 TO \$10,321.00.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Lakes Edge Condominium Association, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$1,679.00, from \$12,000.00 to \$10,321.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

---

MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0176-24:EPT\_4856-2581-9306, v. 1

RESOLUTION NO. 098 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LAKES EDGE CONDOMINIUM ASSOCIATION, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$1,679.00, FROM \$12,000.00 TO \$10,321.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Lakes Edge Condominium Association, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$1,679.00, from \$12,000.00 to \$10,321.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

*Linda Gorton*

MAYOR

ATTEST:


*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0176-24:EPT\_4856-2581-9306, v. 1

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	30-Jan-24
		Contract Modification:	1
		CONTRACT #:	C-061-2021
PROJECT: Lakes Edge Condominium Association, Inc., FY21 Stormwater Quality Project Incentive Grant			
TO: Lakes Edge Condominium Association, Inc.			
Original Contract Amount		\$12,000.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$12,000.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$1,679.00	
Percent Change of This Contract Modification		-14%	
Original Contract Amount		\$12,000.00	
Cumulative Amount of all Contract Modifications		-\$1,679.00	
Percent Change of all Contract Modifications		-14%	
New Contract Amount Including this Change Order		\$10,321.00	
Recommended by <u>Frank H. Miller</u>		(Proj. Engr.)	Date <u>2/1/2024</u>
Accepted by <u>[Signature]</u>		(Consultant)	Date <u>1/30/24</u>
Accepted by <u>[Signature]</u>		(Contractor)	Date _____
Approved by <u>[Signature]</u>		(Director)	Date <u>2-1-24</u>
Approved by <u>Nancy Albright</u>		(Commissioner)	Date <u>2/5/24</u>
Approved by <u>Linda Horton</u>		(Mayor or CAO)	Date <u>3/28/24</u>

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</b>				DATE: 30-Jan-24			
<b>CONTRACT MODIFICATION</b>				Contract Mod #:		1	
				CONTRACT #:		#061-2021	
Project: Lakes Edge Condominium Association, Inc., - FY21 Stormwater Quality Project Incentive Grant							
TO: Lakes Edge Condominium Association, Inc.							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	\$ 1,679.00	\$ 1,679.00	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
Total decrease						\$ 1,679.00	
Total increase							\$ -
Net (increase) in contract price						\$	(1,679.00)

Page 3 of 3	
<b>JUSTIFICATION FOR CHANGE</b>	PROJECT: Lakes Edge Condominium Association, Inc., FY21 Stormwater Quality Project Incentive
	CONTRACT NO. 061-2021
	CHANGE ORDER: 1
<p>1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget</p> <p>2. Is proposed change an alternate bid? ___Yes ___X___No</p> <p>3. Will proposed change alter the physical size of the project? ___Yes ___X___No If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___Yes ___X___Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No If "Yes", will the policies be extended? ___Yes ___No</p> <p>7. Effect on operation and maintenance costs: N/A</p> <p>8. Effect on contract completion date: N/A</p> <div style="text-align: center; margin-top: 20px;">   <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <hr style="width: 150px; border: 0.5px solid black;"/> <p>Mayor</p> </div> <div style="text-align: center;"> <p>3/28/24</p> <hr style="width: 100px; border: 0.5px solid black;"/> <p>Date</p> </div> </div> </div>	



## Stormwater Quality Projects Incentive Grant Program





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0177-24**

**File ID:** 0177-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Sole Source - The Verdin Company

**Final Action:** 03/07/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Contract with the Verdin Co., a sole source provider, for repairs to the Historic Skuller's Street Clock, at a cost not to exceed \$75,775. [Div. of Facilities and Fleet Management, Baradaran]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/07/2024

**Attachments:** Blue Sheet Memo, Sole Source Certification, Verdin quote, 0177-24 4865-9315-0119 v.1.doc, R-084-2024

**Enactment Number:** R-084-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Teresa Grider

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/07/2024	Approved				Pass

## Text of Legislative File 0177-24

### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Contract with the Verdin Co., a sole source provider, for repairs to the Historic Skuller's Street Clock, at a cost not to exceed \$75,775. [Div. of Facilities and Fleet Management, Baradaran]

### Summary

Authorization to approve The Verdin Company as a sole source vendor for repairs to the



historic Skuller's Clock at a cost of \$75,775. Funds are Budgeted, using Property and Casualty Claims Funds. (L0177-24) (Baradaran/Ford)

Budgetary Implications: Yes

Advance Document Review:

**Law:** No

**Risk Management:** Yes, Completed by Lisa Wilder, RMCS, 2/5/2024

Fully Budgeted: Yes

Account Number: 6021-160906-0001-73204

This Fiscal Year Impact: \$75,775.00

Annual Impact:

Project: CLAIMS\_2024

Activity: CASUALTY\_L

Budget Reference: 2024

Current Balance: Funds are Budgeted

TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Jamshid Baradaran, Director, Facilities & Fleet Management

DATE: February 8, 2024

SUBJECT: Sole Source -The Verdin Company

---

**Request:**

Request Council Authorization to approve The Verdin Company as a sole source vendor for repairs to the historic Skuller's Clock.

**Purpose:**

The Verdin Company was selected by Bettie Kerr, Historic Preservation, to make repairs to the historic Skuller's Clock on Main Street. It was damaged last September when a vehicle jumped a curb, hit a planter and pushed the planter into the clock. The Verdin Company has the skill to renovate and repair historical items such as this one. The repairs have been approved by the Claims Manager in the Law Department and will be paid from the Property and Casualty Claims Fund (see account string below).

**Budgetary Implication:**

The cost for Fiscal Year 2024 is \$75,775.00.

**Are the funds budgeted?**

Yes. Claim #305175. 6021-160906-0001-73204-CLAIMS\_2024-CASUALTY\_L.

**File Number:** 0177-24

**Director/Commissioner:** Jamshid Baradaran





## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name Mike Wiley Division/Dept Facilities

Phone 859-285-6841 Email mwiley@lexingtonky.gov

Type of Purchase: ( ) Goods/Materials/Equipment (X) Services

Cost: \$75,775.00

Sole Source Request for the Purchase of: Renovate/ Repairs on Historic Skuller Clock.

☒ One Time Purchase ☐ To Establish Sole Source Provider Contract  
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name The Verdin Company

Contact Name Paul Stillpass

Address 444 Reading Road Cincinnati, OH. 45202

Phone 513-241-4010 Email pstillpass@verdin.com

**STATEMENT OF NEED:** (Add additional pages as needed)



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**1. Describe the product or service and list the necessary features this product provides that are not available from any other option.**

The Verdin Company was selected by Bettie Kerr to make repairs to the historic Skullers Clock. They have the unique skills and abilities to renovate historical items such as this.

**2. Below are eligible reasons for sole source. Check one and describe.**

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☒ Uniqueness of the service. Describe. Verdin is recognized contractor in historical repairs.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**3. Describe efforts to find other vendors or consultants (i.e. phone inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

Bettie Kerr requested.

**4. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

See attached quote.

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

N/A

# Quote

## THE VERDIN COMPANY

444 READING ROAD - CINCINNATI, OHIO - 45202

PHONE: (513) 241-4010 FAX: (888) 298-0597 TOLL FREE: 1-800-543-0488



DATE: January 3, 2024

SOLD TO: Lexington Fayette Urban County Gvmnt  
 CONTACT: Bettie Kerr  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

INSTALL AT: Lexington Fayette Urban County Gvmnt  
 CONTACT: Bettie Kerr  
 ADDRESS: 200 East Main Street  
 CITY: Lexington  
 STATE: KY ZIP: 40507  
 TELEPHONE: (859)258-3265 FAX: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

### PURCHASED PRODUCTS

#1

Renovate Historic Skullers Clock- Re-weld Broken Cast Iron Base, New Headers, Neon, Sandblast, Paint, New Lexan Covers on Clock Faces and Eyes.

#2

#3

#4

#5

**INSTALLATION** Verdin Installation Labor

**FREIGHT TERMS** SHIPPING PRICE INCLUDED - FOB Verdin Factory

**APPROXIMATE DELIVERY DATE** Delivery will be determined after Receipt of All, by Verdin: Order Signed by Both Parties, Deposit Payment, and Approved Drawings and Submittals.

All delivery dates subject to final acceptance by The Verdin Co.

"X" Below To  
Accept Option

Option Cost

Option #1				SUBTOTAL (excluding tax)*		\$75,775.00
Option #2					Estimated Taxes. (Actual Taxes to be Calculated at Invoicing)	
Option #3				Deposit (50% w.Order)*		
Option #4				INTERIM PAYMENT DUE		
Specify Other Payment Terms Below				BALANCE DUE UPON SHIPMENT*		
				*Add cost of accepted options to total purchase price and deposit. PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.		

**NOTES**

1 Historic Street Clock Damaged in Car Accident, Currently Clock has been Disassembled and Sandblasted to Review Extent of Damage.

If Verdin Install See Item 5 on Additional Terms and Conditions for Customer Responsibilities. If Customer Install, Verdin will Provide Installation Instructions, Operators Manual, Wiring Diagrams, and Free Telephone Technical Support.

Purchaser \_\_\_\_\_

Sales Representative Paul Stillpass

Authorized Signature \_\_\_\_\_

By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Authorized Signature \_\_\_\_\_

Order not binding until signed by authorized Verdin representative.

Title \_\_\_\_\_ Date \_\_\_\_\_

Title Special Project Manager Date 1/3/2024 **74**

**ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT - INITIAL TO ACKNOWLEDGE RECEIPT: \_\_\_\_\_**

1. **PURCHASE PRICE AND PAYMENT TERMS.** The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment by Purchaser to Verdin for the Products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon shipment of the Products. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit.
2. **CHANGE ORDERS.** Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.
3. **FREIGHT.** Unless otherwise specified on the Order Form, the Purchase Price is F.O.B Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.
4. **DELIVERY AND STORAGE OF PRODUCTS.** Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of \$250.00 per month for storing the Products.
5. **VERDIN INSTALLATION.** If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the Job Site; (ii) sufficient access (exterior or interior) to the area in which the Products will be installed, including safe ladders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) design, engineering, and construction of a concrete foundation required for a tower, including provision of mounting bolts according to Verdin's specifications; (v) any cranes, lifts, or hoists required to move or install the Products; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stamps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.
6. **ADDITIONAL INSTALLATION FEES.** If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation. Purchaser shall also be charged additional installation fees to the extent Verdin is required to provide any of the items or services specified above in Section 5(i)-(viii).
7. **LIMITED WARRANTY.** Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **NO LIABILITY FOR DAMAGES.** VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **TAXES.** The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.
10. **LATE FEE.** Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.
11. **ACCEPTANCE.** This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPANY unless otherwise specified.
12. **GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.
14. **COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH THE VERDIN COMPANY, A SOLE SOURCE PROVIDER, FOR REPAIRS TO THE HISTORIC SKULLER'S STREET CLOCK, AT A COST NOT TO EXCEED \$75,775.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the contract, which is attached hereto and incorporated herein by reference, with The Verdin Company, a sole source provider, for repairs to the historic Skuller's Street Clock.

Section 2 - That an amount, not to exceed the sum of \$75,775.00, be and hereby is approved for payment to The Verdin Company, from account #6021-160906-73204, pursuant to the terms of the contract.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0177-24:GET:4865-9315-0119, v. 1



RESOLUTION NO. 084 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH THE VERDIN COMPANY, A SOLE SOURCE PROVIDER, FOR REPAIRS TO THE HISTORIC SKULLER'S STREET CLOCK, AT A COST NOT TO EXCEED \$75,775.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the contract, which is attached hereto and incorporated herein by reference, with The Verdin Company, a sole source provider, for repairs to the historic Skuller's Street Clock.

Section 2 - That an amount, not to exceed the sum of \$75,775.00, be and hereby is approved for payment to The Verdin Company, from account #6021-160906-73204, pursuant to the terms of the contract.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0177-24:GET:4865-9315-0119, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0178-24**

**File ID:** 0178-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 066-2021

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Change Order FOWR Contract #066-2021

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$5,818.08, from \$29,385.00 to \$23,566.92. [Div. of Water Quality, Martin]

**Notes:** In office 3/12/2024, MS

Stamped and filed in the CCO. SCanned to Christina King 3/28/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet, FY2020 FOWR - Council Map (1),  
FY2021-FOWR-CONTRACT CHANGE  
ORDERV02-Grantee signed 2, 0178-24- Change  
Order 1 Friends of Wolf Run Incentive Grant  
4867-8193-9882 v.1.docx, R-099-2024, Contract  
#066-2021

**Enactment Number:** R-099-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

### Text of Legislative File 0178-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the

sum of \$5,818.08, from \$29,385.00 to \$23,566.92. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order in the amount of \$5,818.08 to the Stormwater Quality Projects Incentive Grant with Friends of Wolf Run, Inc., Contract #066-2021. The final Grant award totaled \$23,566.92. (L0178-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson 02/8/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$

Annual Impact: \$

Project: WQINCENTIVE\_21


Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 1, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #066-2021

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Request

Requesting approval of a decreasing change order of \$5,818.08 to the Stormwater Quality Projects Incentive Grant with the Friends of Wolf Run, Inc., Contract #066-2021.

Purpose of Request

The original grant award to the Friends of Wolf Run, Inc., was for \$29,385.00 however, the grant-funded project came in under budget. The final grant award totaled \$23,566.92.

The \$5,818.08 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of \$5,818.08 will be returned to fund 4052 for FY24 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_21 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:

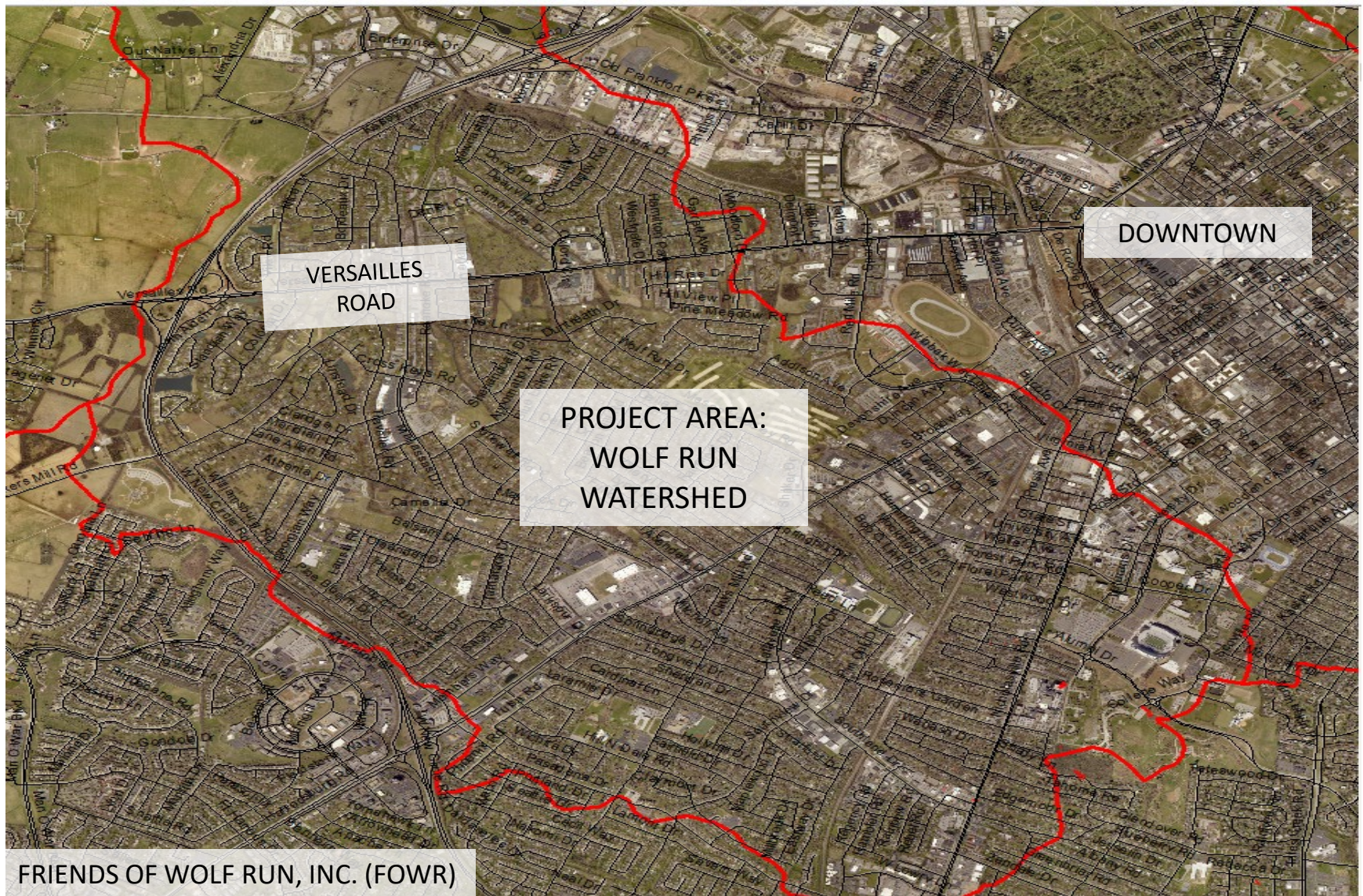
4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

Albright/Martin





# Stormwater Quality Projects Incentive Grant Program





<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>	DATE:	07-Apr-23
	Contract Modification:	1
	CONTRACT #:	C-066-2021
PROJECT: Friends of Wolf Run, Inc., FY21 Stormwater Quality Project Incentive Grant		
TO: Friends of Wolf Run, Inc.		
Original Contract Amount		\$29,385.00
Cumulative Amount of Previous Contract Modifications		\$0.00
Percent Change of Previous Contract Modifications		0%
Existing Contract Amount		\$29,385.00
Net (increase/decrease) in Contract Amount - (From following pages)		-\$5,818.08
Percent Change of This Contract Modification		-20%
Original Contract Amount		\$29,385.00
Cumulative Amount of all Contract Modifications		-\$5,818.08
Percent Change of all Contract Modifications		-20%
New Contract Amount Including this Change Order		\$23,566.92
Recommended by <u>Frank H. M. Q.</u>	(Proj. Engr.)	Date <u>1/30/2024</u>
Accepted by _____	(Consultant)	Date _____
Accepted by <u>R. Code</u>	(Contractor)	Date <u>4/7/2023</u>
Approved by _____	(Director)	Date _____
Approved by _____	(Commissioner)	Date _____
Approved by _____	(Mayor or CAO)	Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT					DATE:	07-Apr-23
CONTRACT MODIFICATION					Contract Mod #:	1
					CONTRACT #:	#066-2021
Project: Friends of Wolf Run, Inc., - FY21 Stormwater Quality Project Incentive Grant						
TO:						
You are hereby requested to comply with the following changes from the contract plans and specifications;						
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Increase in contract price
1	DEL		LS	1	\$ 5,818.08	\$ 5,818.08
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
Total decrease					\$ 5,818.08	
Total increase						\$ -
Net (increase) in contract price						\$ (5,818.08)

JUSTIFICATION FOR CHANGE	PROJECT:	Friends of Wolf Run, Inc., FY21 Stormwater Quality Project Incentive Grant
	CONTRACT NO.	066-2021
	CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget
2. Is proposed change an alternate bid? \_\_\_Yes XNo
3. Will proposed change alter the physical size of the project? \_\_\_Yes XNo  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes XNo  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

Date \_\_\_\_\_





RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH FRIENDS OF WOLF RUN, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$5,818.08, FROM \$29,385.00 TO \$23,566.92.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$5,818.08, from \$29,385.00 to \$23,566.92.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0178-24:EPT\_4867-8193-9882, v. 1

RESOLUTION NO. 099 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH FRIENDS OF WOLF RUN, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$5,818.08, FROM \$29,385.00 TO \$23,566.92.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$5,818.08, from \$29,385.00 to \$23,566.92.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0178-24:EPT\_4867-8193-9882, v. 1

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	07-Apr-23
		Contract Modification:	1
		CONTRACT #:	C-066-2021
PROJECT: Friends of Wolf Run, Inc., FY21 Stormwater Quality Project Incentive Grant			
TO: Friends of Wolf Run, Inc.			
Original Contract Amount		\$29,385.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$29,385.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$5,818.08	
Percent Change of This Contract Modification		-20%	
Original Contract Amount		\$29,385.00	
Cumulative Amount of all Contract Modifications		-\$5,818.08	
Percent Change of all Contract Modifications		-20%	
New Contract Amount Including this Change Order		\$23,566.92	
Recommended by <u>Frank H. m Q</u>		(Proj. Engr.)	Date <u>1/30/2024</u>
Accepted by _____		(Consultant)	Date _____
Accepted by <u>Ken Coda</u>		(Contractor)	Date <u>4/7/2023</u>
Approved by <u>Chad Rost</u>		(Director)	Date <u>2-1-24</u>
Approved by <u>Nancy Albright</u>		(Commissioner)	Date <u>2/5/24</u>
Approved by <u>Linda Gordon</u>		(Mayor or CAO)	Date <u>3/12/2024</u>

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
CONTRACT MODIFICATION**


DATE: 07-Apr-23  
Contract Mod #: 1  
CONTRACT #: #066-2021

Project: Friends of Wolf Run, Inc., - FY21 Stormwater Quality Project Incentive Grant

TO:

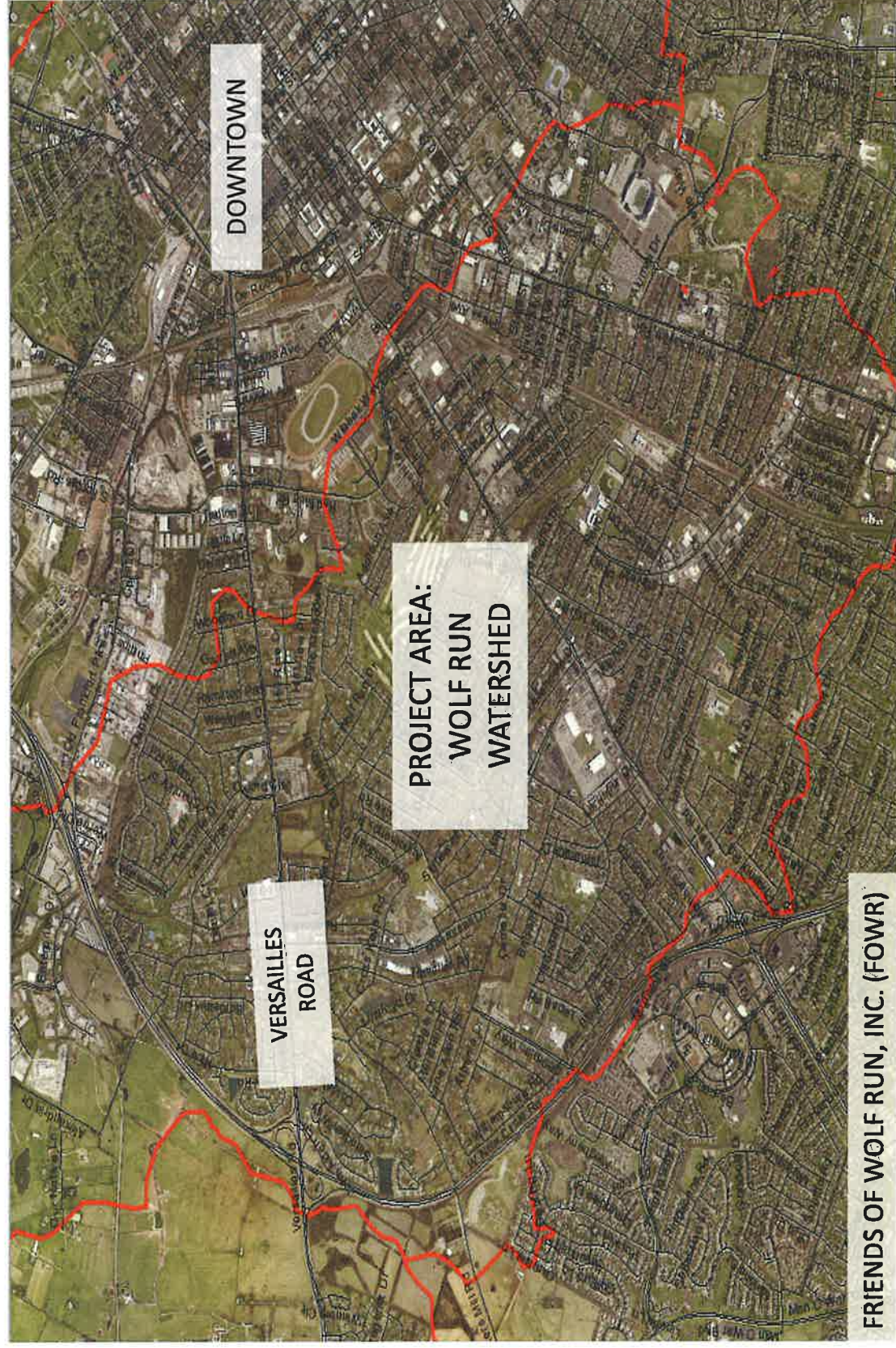
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	\$ 5,818.08	\$ 5,818.08	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
Total decrease						\$ 5,818.08	
Total increase							\$ -
Net (increase) in contract price							\$ (5,818.08)

Page 3 of 3	
<b>JUSTIFICATION FOR CHANGE</b>	PROJECT: Friends of Wolf Run, Inc., FY21 Stormwater Quality Project Incentive Grant
	CONTRACT NO. 066-2021
	CHANGE ORDER: 1
<p>1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget</p> <p>2. Is proposed change an alternate bid? ___Yes ___X___No</p> <p>3. Will proposed change alter the physical size of the project? ___Yes ___X___No If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___Yes ___X___Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No If "Yes", will the policies be extended? ___Yes ___No</p> <p>7. Effect on operation and maintenance costs: N/A</p> <p>8. Effect on contract completion date: N/A</p> <div style="text-align: center; margin-top: 20px;">   <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <hr style="width: 150px; border: 0.5px solid black;"/> <p>Mayor</p> </div> <div style="text-align: center;"> <p>3/12/2024</p> <hr style="width: 100px; border: 0.5px solid black;"/> <p>Date</p> </div> </div> </div>	



## Stormwater Quality Projects Incentive Grant Program





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0179-24**

**File ID:** 0179-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 060-2021

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Change Order for Living Arts & Science Center  
Contract#060-2021

**Final Action:** 03/07/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$12,454.36, from \$30,500.00 to \$18,045.64. [Div. of Water Quality, Martin]

**Notes:** In office 2/13/2024. MS

Stamped and filed in the CCO. Returned to CHristina King 3/12/2024. MS

**Sponsors:**

**Enactment Date:** 03/07/2024

**Attachments:** Blue Sheet, FY2021 LASC (Class BE) - Council Map,  
UPDATED CONTRACT CHANGE ORDER  
FORM\_FY21 LASC\_Granttee Signed, 0179-24-  
Change Order 1 Living Arts and Science Center  
4876-1988-3178 v.1.docx, R-085-2024

**Enactment Number:** R-085-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/07/2024	Approved				Pass

## Text of Legislative File 0179-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Living Arts and



Science Center, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$12,454.36, from \$30,500.00 to \$18,045.64. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order in the amount of \$12,454.36 to the Stormwater Quality Projects Incentive Grant with the Living Arts & Science Center, Inc., Contract # 060-2021. The final Grant award totaled \$18,045.64. (L0179-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson 02/8/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$

Annual Impact: \$

Project: WQINCENTIVE\_21

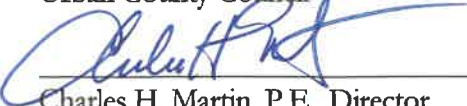
Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 1, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #060-2021

---

Request

Requesting approval of a decreasing change order of \$12,454.36 to the Stormwater Quality Projects Incentive Grant with the Living Arts and Science Center, Inc., Contract #060-2021.

Purpose of Request

The original grant award to the Living Arts and Science Center was for \$30,500.00 however, the grant-funded project came in under budget. The final grant award totaled \$18,045.64.

The \$12,454.36 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of \$12,454.36 will be returned to fund 4052 for FY24 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_21 – WQ\_GRANT

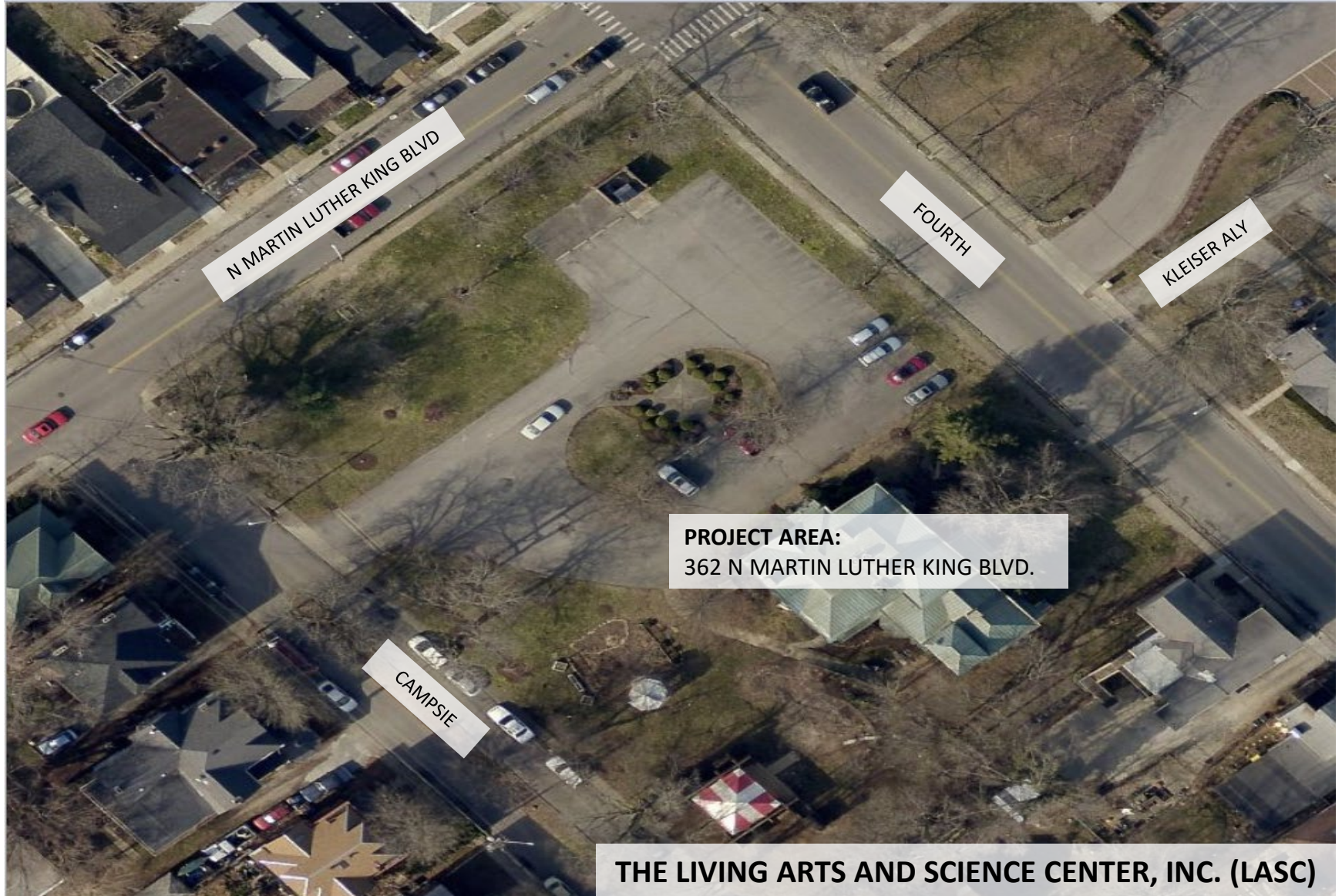
However, once the change order is approved, there will be a budget amendment to move the funds into:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

Albright/Martin



## Stormwater Quality Projects Incentive Grant Program



<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	13-Feb-23
		Contract Modification:	
		CONTRACT #:	C-060-2021
PROJECT: Living Arts and Science Center, Inc. - FY21 Class B Education Stormwater Quality Project Incentive Grant			
TO: Living Arts and Science Center, Inc.			
Original Contract Amount			\$30,500.00
Cumulative Amount of Previous Contract Modifications			\$0.00
Percent Change of Previous Contract Modifications			0%
Existing Contract Amount			\$30,500.00
Net (increase/decrease) in Contract Amount - (From following pages)			-\$12,454.36
Percent Change of This Contract Modification			-41%
Original Contract Amount			\$30,500.00
Cumulative Amount of all Contract Modifications			-\$12,454.36
Percent Change of all Contract Modifications			-41%
New Contract Amount Including this Change Order			\$18,045.64
Recommended by <u>Frank H. M. La</u>		(Proj. Engr.)	Date <u>1/31/2024</u>
Accepted by _____		(Consultant)	Date _____
Accepted by <u>[Signature]</u>		(Contractor)	Date <u>2/14</u>
Approved by <u>[Signature]</u>		(Director)	Date <u>2-1-24</u>
Approved by <u>Nancy Albright</u>		(Commissioner)	Date <u>2/5/24</u>
Approved by _____		(Mayor or CAO)	Date _____



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT					DATE:	13-Feb-23
CONTRACT MODIFICATION					Contract Mod #:	1
					CONTRACT #:	#060-2021
Project: Living Arts and Science Center, Inc. - FY21Class B Education Stormwater Quality Project Incentive Grant						
TO:						
You are hereby requested to comply with the following changes from the contract plans and specifications;						
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Increase in contract price
1	DEL		LS	1	\$ 12,454.36	\$ 12,454.36
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
Total decrease					\$ 12,454.36	
Total increase						\$ -
Net (increase) in contract price					\$	(12,454.36)



**JUSTIFICATION FOR CHANGE**

PROJECT: Living Arts and Science Center, Inc. FY21  
Class B Education Stormwater Quality  
Project Incentive Grant

CONTRACT NO. 060-2021

CHANGE ORDER: 1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget
2. Is proposed change an alternate bid? \_\_\_Yes XNo
3. Will proposed change alter the physical size of the project? \_\_\_Yes XNo  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes XNo  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LIVING ARTS AND SCIENCE CENTER, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$12,454.36, FROM \$30,500.00 TO \$18,045.64.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$12,454.36, from \$30,500.00 to \$18,045.64.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0179-24:EPT\_4876-1988-3178, v. 1



RESOLUTION NO. 085 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LIVING ARTS AND SCIENCE CENTER, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$12,454.36, FROM \$30,500.00 TO \$18,045.64.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$12,454.36, from \$30,500.00 to \$18,045.64.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0179-24:EPT\_4876-1988-3178, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0180-24**

**File ID:** 0180-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 029-2020

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Change Order Friends of Wolf Run Contract  
#029-2020

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$10,087.97, from \$32,184.00 to \$22,096.03. [Div. of Water Quality, Martin]

**Notes:** In office 2/8/2024. MS

Stamped and filed in the CCO. SCanned to Christina King 3/28/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet, FY2020 FOWR - Council Map,  
UPDATED CONTRACT CHANGE ORDER  
FORM\_FY20 FOWR\_Grantee Signed, 0180-24-  
Change Order 1 FOWR Incentive Grant  
4877-2434-7562 v.1.docx, R-100-2024

**Enactment Number:** R-100-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0180-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the

sum of \$10,087.97, from \$32,184.00 to \$22,096.03. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order in the amount of \$10,087.97 to the Stormwater Quality Projects Incentive Grant with Friends of Wolf Run, Inc., Contract #029-2020. The final Grant award totaled \$22,096.03. (L0180-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson 02/08/24

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$

Annual Impact: \$

Project: WQINCENTIVE\_20

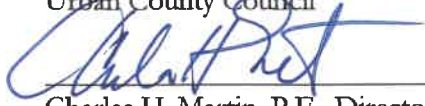
Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 1, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #029-2020

---

Request

Requesting approval of a decreasing change order of \$10,087.97 to the Stormwater Quality Projects Incentive Grant with the Friends of Wolf Run, Inc., Contract #029-2020.

Purpose of Request

The original grant award to the Friends of Wolf Run, Inc., was for \$32,184.00 however, the grant-funded project came in under budget. The final grant award totaled \$22,096.03.

The \$10,087.97 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of \$10,087.97 will be returned to fund 4052 for FY24 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_20 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:

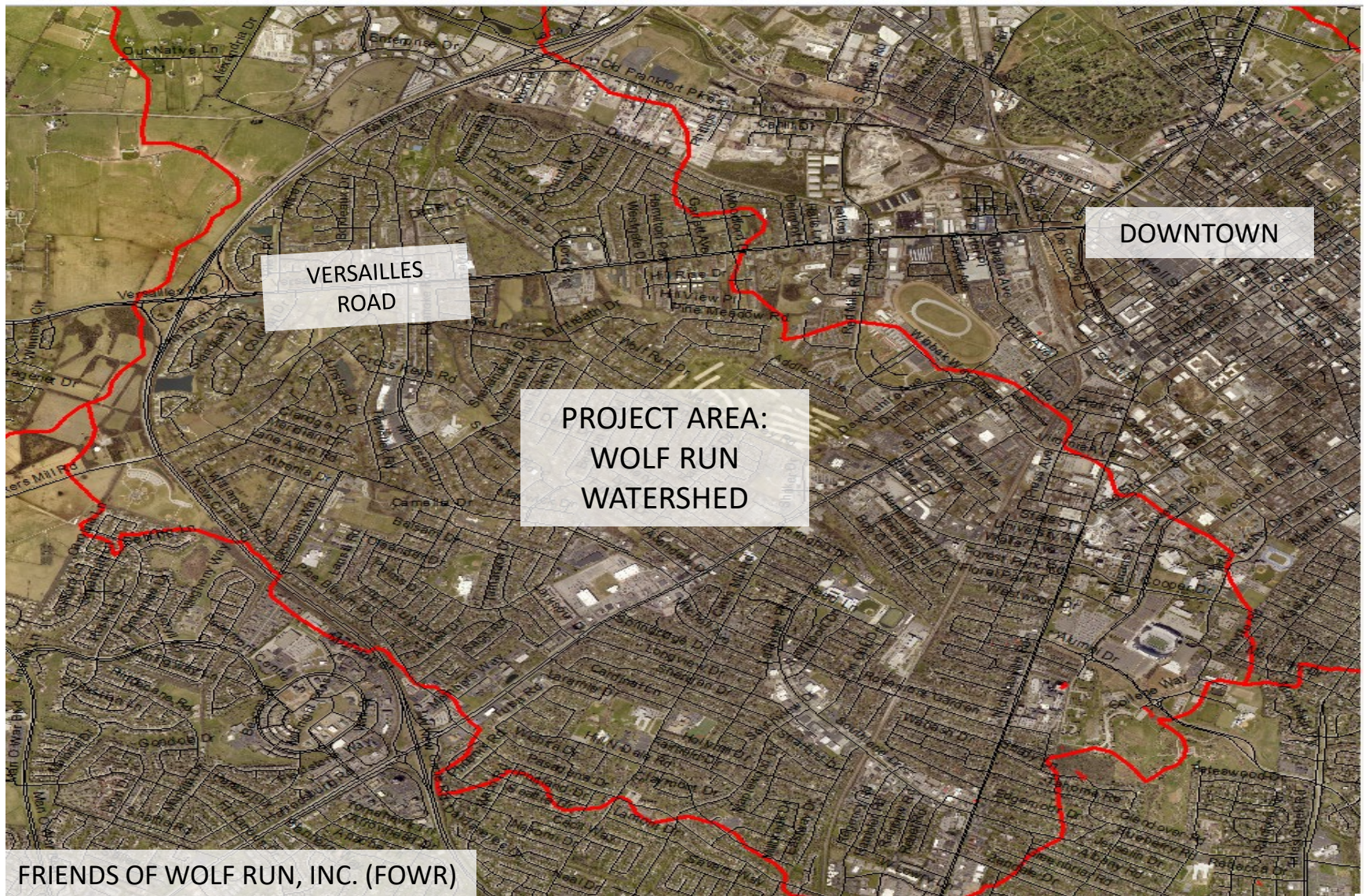
4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

Albright/Martin





# Stormwater Quality Projects Incentive Grant Program



FRIENDS OF WOLF RUN, INC. (FOWR)



<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	19-Oct-22
		Contract Modification:	1
		CONTRACT #:	C-029-2020
PROJECT: Friends of Wolf Run, Inc., Stormwater Quality Project Incentive Grant			
TO: Friends of Wolf Run, Inc.			
Original Contract Amount			\$32,184.00
Cumulative Amount of Previous Contract Modifications			\$0.00
Percent Change of Previous Contract Modifications			0%
Existing Contract Amount			\$32,184.00
Net (increase/decrease) in Contract Amount - (From following pages)			-\$10,087.97
Percent Change of This Contract Modification			-31%
Original Contract Amount			\$32,184.00
Cumulative Amount of all Contract Modifications			-\$10,087.97
Percent Change of all Contract Modifications			-31%
New Contract Amount Including this Change Order			\$22,096.03
Recommended by <u>Frank H. m</u>		(Proj. Engr.)	Date <u>1/30/2024</u>
Accepted by _____		(Consultant)	Date _____
Accepted by <u>R. Coble</u>		(Contractor)	Date <u>10/19/2022</u>
Approved by <u>Chad Hest</u>		(Director)	Date <u>2-1-24</u>
Approved by <u>Nancy Albright</u>		(Commissioner)	Date <u>2/5/24</u>
Approved by _____		(Mayor or CAO)	Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT					DATE:	19-Oct-22
CONTRACT MODIFICATION					Contract Mod #:	1
					CONTRACT #:	#029-2020
Project: Friends of Wolf Run, Inc., Stormwater Quality Project Incentive Grant						
TO:						
You are hereby requested to comply with the following changes from the contract plans and specifications;						
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Increase in contract price
1	DEL		LS	1	\$ 10,087.97	\$ 10,087.97
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
Total decrease					\$ 10,087.97	
Total increase						\$ -
Net (increase) in contract price					\$	(10,087.97)

**JUSTIFICATION FOR CHANGE**PROJECT: Friends of Wolf Run, Inc., Stormwater  
Quality Project Incentive Grant

CONTRACT NO. 029-2020

CHANGE ORDER: 1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_X\_\_\_ No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_X\_\_\_ No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_X\_\_\_ Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_X\_\_\_ No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor\_\_\_\_\_  
Date



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH FRIENDS OF WOLF RUN, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$10,087.97, FROM \$32,184.00 TO \$22,096.03.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$10,087.97, from \$32,184.00 to \$22,096.03.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0180-24:EPT\_4877-2434-7562, v. 1

RESOLUTION NO. 100 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH FRIENDS OF WOLF RUN, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$10,087.97, FROM \$32,184.00 TO \$22,096.03.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$10,087.97, from \$32,184.00 to \$22,096.03.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

0180-24:EPT\_4877-2434-7562, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0183-24**

**File ID:** 0183-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 040-2021

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** Change Order Bluegrass Greensource Contract#  
040-2021

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Bluegrass Greensource, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$4,640.70, from \$35,000.00 to \$30,359.30. [Div. of Water Quality, Martin]

**Notes:** In office 2/13/2024. MS

Stamped and filed in the CCO. SCanned to Christina King 3/28/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet, FY2021 Bluegrass Greensource\_Class  
B Edu - Council Map\_rev.2.23.21, UPDATED  
CONTRACT CHANGE ORDER FORM\_FY21  
BGGGS\_Grantee Signed, 0183-24- Change Order 1  
Bluegrass Greensource 4870-9860-9834 v.1.docx,  
R-101-2024, Contract #040-2021

**Enactment Number:** R-101-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0183-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Bluegrass

Greensource, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the Contract by the sum of \$4,640.70, from \$35,000.00 to \$30,359.30. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order in the amount of \$4,640.70 to the Stormwater Quality Projects Incentive Grant with Bluegrass Greensource, Inc., Contract #040-2021. The final Grant award totaled \$30,359.30. (L0183-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson 2/8/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

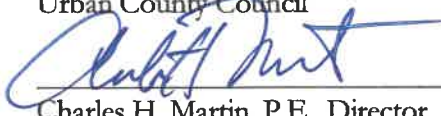
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 1, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #040-2021

---

Request

Requesting approval of a decreasing change order of \$4,640.70 to the Stormwater Quality Projects Incentive Grant Program with Bluegrass Greensource, Inc., Contract #040-2021.

Purpose of Request

The original grant award to Bluegrass Greensource, Inc., was for \$35,000.00 however, the grant-funded project came in under budget. The final grant award totaled \$30,359.30.

The \$4,640.70 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of \$4,640.70 will be returned to fund 4052 for FY24 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_21 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

Albright/Martin





# Stormwater Quality Projects Incentive Grant Program





<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	09-Jun-23
		Contract Modification:	
		CONTRACT #:	C-040-2021
PROJECT: Bluegrass Greensource, Inc., FY21 Stormwater Quality Project Incentive Grant			
TO: Bluegrass Greensource, Inc.			
Original Contract Amount		\$35,000.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$35,000.00	
Net (Increase/decrease) in Contract Amount - (From following pages)		-\$4,640.70	
Percent Change of This Contract Modification		-13%	
Original Contract Amount		\$35,000.00	
Cumulative Amount of all Contract Modifications		-\$4,640.70	
Percent Change of all Contract Modifications		-13%	
New Contract Amount Including this Change Order		\$30,359.30	
Recommended by	<u>Frank H. McLean</u>	(Proj. Engr.)	Date <u>6/20/2023</u>
Accepted by		(Consultant)	Date: _____
Accepted by	<u>Maurice B. Rudder</u>	(Contractor)	Date: <u>6/11/23</u>
Approved by	<u>Paul H. Rupp</u>	(Director)	Date: <u>2-1-24</u>
Approved by	<u>Nancy Albright</u>	(Commissioner)	Date: <u>2/5/24</u>
Approved by		(Mayor or CAO)	Date: _____



**JUSTIFICATION FOR CHANGE**

PROJECT:	Bluegrass Greensource, Inc., FY21 Stormwater Quality Project Incentive Grant
CONTRACT NO.	040-2021
CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_X\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_X\_\_\_No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_X\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_X\_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$4,640.70, FROM \$35,000.00 TO \$30,359.30.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Bluegrass Greensource, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$4,640.70, from \$35,000.00 to \$30,359.30.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0183-24:EPT\_4870-9860-9834, v. 1

RESOLUTION NO. 101 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$4,640.70, FROM \$35,000.00 TO \$30,359.30.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Bluegrass Greensource, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of \$4,640.70, from \$35,000.00 to \$30,359.30.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

  
MAYOR


ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

0183-24:EPT\_4870-9860-9834, v. 1

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b>		DATE:	09-Jun-23
		Contract Modification:	
		CONTRACT #:	C-040-2021
PROJECT: Bluegrass Greensource, Inc., FY21 Stormwater Quality Project Incentive Grant			
TO: Bluegrass Greensource, Inc.			
Original Contract Amount		\$35,000.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$35,000.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$4,640.70	
Percent Change of This Contract Modification		-13%	
Original Contract Amount		\$35,000.00	
Cumulative Amount of all Contract Modifications		-\$4,640.70	
Percent Change of all Contract Modifications		-13%	
New Contract Amount Including this Change Order		\$30,359.30	
Recommended by <u>Frank H. Mc</u>		(Proj. Engr.)	Date <u>6/20/2023</u>
Accepted by _____		(Consultant)	Date _____
Accepted by <u>Maurine B Rudder</u>		(Contractor)	Date <u>6/11/23</u>
Approved by <u>[Signature]</u>		(Director)	Date <u>2-1-24</u>
Approved by <u>Nancy Albright</u>		(Commissioner)	Date <u>2/5/24</u>
Approved by <u>Ronda Gordon</u>		(Mayor or CAO)	Date <u>3/28/24</u>

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT				DATE: 09-Jun-23			
CONTRACT MODIFICATION				Contract Mod #: 1			
				CONTRACT #: #040-2021			
Project: Bluegrass Greensource, Inc., - FY21 Stormwater Quality Project Incentive Grant							
TO:							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	\$ 4,640.70	\$ 4,640.70	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
Total decrease						\$ 4,640.70	\$ -
Total increase							\$ -
Net (increase) in contract price							\$ (4,640.70)

Page 3 of 3	
<b>JUSTIFICATION FOR CHANGE</b>	PROJECT: Bluegrass Greensource, Inc., FY21 Stormwater Quality Project Incentive Grant
	CONTRACT NO. 040-2021
	CHANGE ORDER: 1
<p>1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget</p> <p>2. Is proposed change an alternate bid? ___Yes ___X___No</p> <p>3. Will proposed change alter the physical size of the project? ___Yes ___X___No If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___Yes ___X___Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No If "Yes", will the policies be extended? ___Yes ___No</p> <p>7. Effect on operation and maintenance costs: N/A</p> <p>8. Effect on contract completion date: N/A</p> <div style="text-align: center; margin-top: 20px;"> <div style="display: inline-block; text-align: left; margin-right: 50px;">               _____              Mayor           </div> <div style="display: inline-block; text-align: left;">             3/28/24              _____              Date           </div> </div>	



## Stormwater Quality Projects Incentive Grant Program







# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0184-24**

**File ID:** 0184-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 126-2019

**In Control:** Urban County  
Council

**File Created:** 02/08/2024

**File Name:** YESCARE FY24 AMEND MAT PROG

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment and Extension to the existing Health Services Agreement with CHS TX, Inc., d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, increasing the Contract price by the sum of \$281,369.68, from \$5,778,306.96 to \$6,059,676.64 in FY 24. [Div. of Community Corrections, Colvin]

**Notes:** Stamped and filed in the CCO. Returned to Tammy Bradley 3/25/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** YESCARE amendment for MAT program FY24 memo, YESCARE amend FY24 MAT program, YESCARE amendment for MAT agreement edit 2-12-24, 0184-24 YesCare Resolution 2024 4853-7946-5384 v.1.docx, R-102-2024

**Enactment Number:** R-102-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Bradley, Tammy

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0184-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment and Extension to the existing Health Services Agreement with CHS TX, Inc., d/b/a YesCare, successor by merger to the rights and

obligations of Corizon, LLC, increasing the Contract price by the sum of \$281,369.68, from \$5,778,306.96 to \$6,059,676.64 in FY 24. [Div. of Community Corrections, Colvin]

**Summary**

Authorization to execute an amendment with CHS TX, Inc. d/b/a YesCare for additional staffing to support the newly created Medication-Assisted Treatment (MAT) Program at the Division of Community Corrections. The additional cost of the Program for the remaining months of FY24 is \$281,369.68 (or \$70,342.42 monthly). Funds are Budgeted. (L0184-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 1101-505402-5421-71203

2024 Fiscal Year Impact: \$281,369.68

Project:

Activity:

Budget Reference:

Current Balance: \$2,483,541.49



TO: Mayor Linda Gorton  
Urban County Council

FROM: Chief G.S. Colvin  
Division of Community Corrections

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: February 8, 2024

SUBJECT: YESCARE amendment for Medication-Assisted Treatment Staffing

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### **Request**

Council authorization is requested to enter into an amendment to the existing agreement with CHS TX, Inc. d/b/a YesCare for Inmate Medical Services at the Division of Community Corrections.

### **Why are you requesting?**

CHS TX, Inc. d/b/a YesCare is currently providing medical services for the Inmate population. We are requesting an amendment for additional staffing to support the newly created Medication-Assisted Treatment (MAT) Program at the Fayette County Detention Center.

Funds are budgeted in the current FY24 budget. The monthly cost of Inmate medical services presently are \$481,525.58. This will increase the monthly costs to \$551,868. The difference equates to an additional \$70,342.42 monthly or \$281,369.68 total for the remaining months of FY24 (March, April, May, and June 2024). The term of the agreement is from the date of the signing of the agreement through June 30, 2024. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

### **What is the cost in this budget year and future budget years?**

Funds for this agreement are budgeted for FY24 - \$281,369.68

**Are the funds budgeted? Yes.**

**File Number: 0184-24**

**Director/Commissioner: Chief G.S. Colvin**





**THIRD AMENDMENT AND EXTENSION  
TO THE HEALTH SERVICES AGREEMENT  
between  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF COMMUNITY CORRECTIONS  
and  
CHS TX, Inc.**

**THIS THIRD AMENDMENT TO THE HEALTH SERVICES AGREEMENT**, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is entered into January 1, 2024 (the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

**WHEREAS**, the Parties entered into an Agreement (the "Agreement") where YesCare assumed responsibility for the provision of healthcare services to inmates of the County, and the Parties have since amended this agreement from time to time; and

**WHEREAS**, the Parties now desire to amend the Agreement in certain respects, including the modification of compensation and staffing, all as negotiated and agreed between the parties and reflected herein

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. The staffing plan provided in Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the plan below. The following positions are being added:
  - a. 6.2 FTE Clinical staff for MAT support and assistance
    - i. 4.2 RN positions
      - 1.0 FTE of the 4.2 FTEs added will fulfill a Program Coordinator role
    - ii. 2.0 CNA (Certified Nursing Assistant) positions
  - b. 1.0 FTEs Certified Nursing Assistant for telehealth

**Staffing Plan**  
**Lexington Fayette Urban County Government**

POSITION	FTEs
<b>Day Shift</b>	
Health Services Administrator	1.00
Administrative Assistant	1.00
Medical Records Clerk	1.00
Medical Director	1.00
Midlevel Practitioner (NP / PA)	1.00
Director of Nursing	1.00
Registered Nurse	4.80
RN Program Coordinator (MAT)	1.00
Registered Nurse (MAT)	0.40
Licensed Practical Nurse	6.60
Certified Nursing Assistant	1.00
Certified Nursing Assistant (Telehealth)	1.00
ACA Coordinator	1.00
Dentist	0.50
Dental Assistant	0.50
<b>Evening Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
Certified Nursing Assistant (MAT)	2.00
<b>Night Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
<b>TOTAL HOURS/FTEs per week</b>	<b>44.40</b>

2. As a result of the increased staff, the total compensation for the twelve month period of July 1, 2023 to June 30, 2024 will be increased to Six Million, Two hundred thousand, three hundred sixty-one dollars and fifty Cents (\$6,200,361.50).



For the period of January 1, 2024 through June 30, 2024, the monthly base compensation will be Five Hundred Fifty-one thousand, Eight hundred Sixty-eight dollars (\$551,868).

- 3. This updated staffing position will support up to one hundred (100) MAT program enrollees. If additional patients require MAT services above the one hundred (100), the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

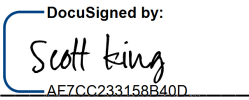
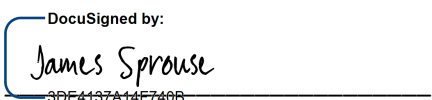
All other terms and conditions of the Agreement as well as the First Amendment shall remain unchanged and in full force and effect except to the extent modified herein.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**Lexington-Fayette Urban County of  
Community Corrections**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Title: Mayor

**CHS TX, Inc.**

Attest:  \_\_\_\_\_ By:  \_\_\_\_\_  
Title: 1/24/2024

**THIRD AMENDMENT AND EXTENSION  
TO THE HEALTH SERVICES AGREEMENT  
between  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF COMMUNITY CORRECTIONS  
and  
CHS TX, Inc.**

**THIS THIRD AMENDMENT TO THE HEALTH SERVICES AGREEMENT**, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is entered into March 1, 2024 (the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

**WHEREAS**, the Parties entered into an Agreement (the "Agreement") where YesCare assumed responsibility for the provision of healthcare services to inmates of the County, and the Parties have since amended this agreement from time to time; and

**WHEREAS**, the Parties now desire to amend the Agreement in certain respects, including the modification of compensation and staffing, all as negotiated and agreed between the parties and reflected herein

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. The staffing plan provided in Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the plan below. The following positions are being added:
  - a. 6.2 FTE Clinical staff for MAT support and assistance
    - i. 4.2 RN positions
      - 1.0 FTE of the 4.2 FTEs added will fulfill a Program Coordinator role
    - ii. 2.0 CNA (Certified Nursing Assistant) positions
  - b. 1.0 FTEs Certified Nursing Assistant for telehealth

**Staffing Plan**  
**Lexington Fayette Urban County Government**

POSITION	FTEs
<b>Day Shift</b>	
Health Services Administrator	1.00
Administrative Assistant	1.00
Medical Records Clerk	1.00
Medical Director	1.00
Midlevel Practitioner (NP / PA)	1.00
Director of Nursing	1.00
Registered Nurse	4.80
RN Program Coordinator (MAT)	1.00
Registered Nurse (MAT)	0.40
Licensed Practical Nurse	6.60
Certified Nursing Assistant	1.00
Certified Nursing Assistant (Telehealth)	1.00
ACA Coordinator	1.00
Dentist	0.50
Dental Assistant	0.50
<b>Evening Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
Certified Nursing Assistant (MAT)	2.00
<b>Night Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
<b>TOTAL HOURS/FTEs per week</b>	<b>44.40</b>

2. As a result of the increased staff, the total compensation for the twelve month period of July 1, 2023 to June 30, 2024 will be increased to Six Million, Fifty-nine thousand, six hundred seventy-six dollars and sixty-four Cents (\$6,059,676.64).

For the period of March 1, 2024 through June 30, 2024, the monthly base compensation will be Five Hundred Fifty-one thousand, Eight hundred Sixty-eight dollars (\$551,868).

3. This updated staffing position will support up to one hundred (100) MAT program enrollees. If additional patients require MAT services above the one hundred (100), the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

All other terms and conditions of the Agreement as well as the First Amendment shall remain unchanged and in full force and effect except to the extent modified herein.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**Lexington-Fayette Urban County of  
Community Corrections**

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

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

Title: Mayor

**CHS TX, Inc.**

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

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

Title: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT AND EXTENSION TO THE EXISTING HEALTH SERVICES AGREEMENT WITH CHS TX, INC., D/B/A YESCARE, SUCCESSOR BY MERGER TO THE RIGHTS AND OBLIGATIONS OF CORIZON, LLC, INCREASING THE CONTRACT PRICE BY THE SUM OF \$281,369.68, FROM \$5,778,306.96 TO \$6,059,676.64 IN FY 24.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Third Amendment and Extension to the existing Health Services Agreement, which is attached hereto and incorporated herein by reference, with CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, for the Division of Community Corrections, increasing the contract price by the sum of \$281,369.68, from \$5,778,306.96 to \$6,059,676.64 in FY24.

Section 2 – That an amount, not to exceed the sum of \$6,059,676.64 in FY2024, be and hereby is approved for payment to CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, from account # 1101 – 505402 – 71203, pursuant to the terms of the agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0184-24:JJR:4853-7946-5384, v. 1

RESOLUTION NO. 102 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT AND EXTENSION TO THE EXISTING HEALTH SERVICES AGREEMENT WITH CHS TX, INC., D/B/A YESCARE, SUCCESSOR BY MERGER TO THE RIGHTS AND OBLIGATIONS OF CORIZON, LLC, INCREASING THE CONTRACT PRICE BY THE SUM OF \$281,369.68, FROM \$5,778,306.96 TO \$6,059,676.64 IN FY 24.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Third Amendment and Extension to the existing Health Services Agreement, which is attached hereto and incorporated herein by reference, with CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, for the Division of Community Corrections, increasing the contract price by the sum of \$281,369.68, from \$5,778,306.96 to \$6,059,676.64 in FY24.

Section 2 – That an amount, not to exceed the sum of \$6,059,676.64 in FY2024, be and hereby is approved for payment to CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC, from account # 1101 – 505402 – 71203, pursuant to the terms of the agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0184-24:JJR:4853-7946-5384, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0186-24**

**File ID:** 0186-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/09/2024

**File Name:** Speed Limit Change – Viley Road (Versailles Road  
to Alexandria Drive)

**Final Action:** 03/21/2024

**Title:** A Resolution designating the speed limit on Viley Rd. as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]

### Notes:

### Sponsors:

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet Memo\_\_Viley Road Speed Limit.pdf,  
0186-24- Viley Road Speed Limit Designation  
4889-6316-5605 v.1.docx, R-103-2024

**Enactment Number:** R-103-2024

### Deed #:

**Hearing Date:**

**Drafter:** Felicia Arms

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

### Text of Legislative File 0186-24

#### Title

A Resolution designating the speed limit on Viley Rd. as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]

#### Summary

Authorization to change the posted speed limit of Viley Road from 25 mph to 35 mph. No Budgetary impact. (L0186-24) (Neal/Albright)



Budgetary Implications [select]: NO

Advance Document Review:

**Law:** NO

**Risk Management:** NO

Fully Budgeted [select]: YES

Account Number: N/A

This Fiscal Year Impact: \$ 0.00

Annual Impact: \$0.00

Project: N/A


Activity: N/A

Budget Reference: N/A

Current Balance: N/A



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Jeffery Neal, Director  
Division of Traffic Engineering

DATE: February 9, 2024

SUBJECT: Speed Limit Change – Viley Road (Versailles Road to Alexandria Drive)

---

### **Request**

Authorization to change the posted speed limit of Viley Road from 25 mph to 35 mph.

### **Why are you requesting?**

A group of area residents through the Council Office requested a speed limit review by Traffic Engineering. Viley Road was reclassified from a local to a collector street in 2022 and a review indicated the existing speed limit should be raised to 35 mph to more closely reflect speeds at which drivers are traveling along the corridor. The rural cross-section, relatively few driveways, and low crash rate further justify a higher speed limit.

### **What is the cost in this budget year and future budget years?**

The cost for this FY is: \$ 0.00

The cost for future FY is: \$ 0.00

### **Are the funds budgeted?**

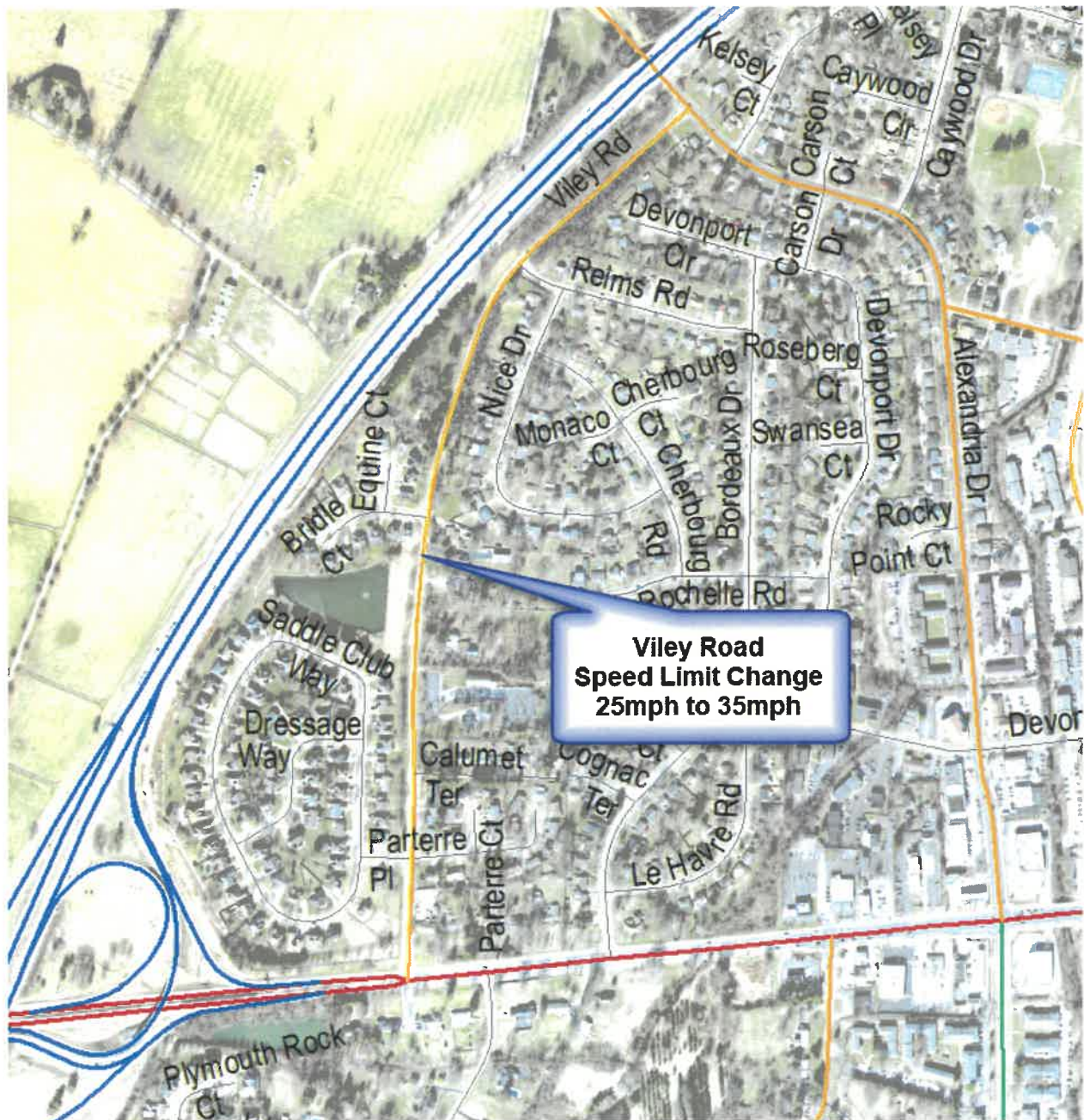
Yes

**File Number:** 0186-24

**Director/Commissioner:** Neal/Albright



Map - Viley Road (Versailles Road to Alexandria Drive)



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION DESIGNATING THE SPEED LIMIT ON VILEY ROAD AS 35 MILES PER HOUR, AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THIS DESIGNATION.

---

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Viley Road should be 35 miles per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the speed limit on Viley Road be and hereby is designated as 35 miles per hour, and that the Division of Traffic Engineering be and hereby is authorized and directed to install proper and appropriate signs in accordance with this designation.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0186-24:GET:4889-6316-5605, v. 1

RESOLUTION NO. 103 - 2024

A RESOLUTION DESIGNATING THE SPEED LIMIT ON VILEY ROAD AS 35 MILES PER HOUR, AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THIS DESIGNATION.

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WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Viley Road should be 35 miles per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the speed limit on Viley Road be and hereby is designated as 35 miles per hour, and that the Division of Traffic Engineering be and hereby is authorized and directed to install proper and appropriate signs in accordance with this designation.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024




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MAYOR

ATTEST:




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CLERK OF URBAN COUNTY COUNCIL

0186-24:GET:4889-6316-5605, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0187-24**

**File ID:** 0187-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/09/2024

**File Name:** Speed Limit Change – Crawley Lane (Tates Creek  
Pike to Jack's Creek Pike)

**Final Action:** 03/21/2024

**Title:** A Resolution designating the speed limit on Crawley Lane as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]

### Notes:

### Sponsors:

**Enactment Date:** 03/21/2024

**Attachments:** Blue Sheet Memo\_\_Crawley Lane.pdf, 0187-24-  
Crawley Lane Speed Limit Designation  
4871-0613-7253 v.1.docx, R-104-2024

**Enactment Number:** R-104-2024

### Deed #:

**Hearing Date:**

**Drafter:** Felicia Arms

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

### Text of Legislative File 0187-24

#### Title

A Resolution designating the speed limit on Crawley Lane as 35 miles per hour, and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with this designation. [Div. of Traffic Engineering, Neal]

#### Summary

Authorization to establish a posted speed limit of 35 mph on Crawley Lane, between Tates Creek Pike to Jack's Creek Pike. No Budgetary impact. (L0187-24) (Neal/Albright)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** NO

**Risk Management:** NO

Fully Budgeted [select]: YES

Account Number: N/A

This Fiscal Year Impact: \$0.00

Annual Impact: \$0.00

Project: N/A

Activity: N/A


Budget Reference: N/A

Current Balance: N/A





TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Jeffery Neal, Director  
Division of Traffic Engineering

DATE: February 9, 2024

SUBJECT: Speed Limit Change – Crawley Lane (Tates Creek Pike to Jack's Creek Pike)

---

### Request

Authorization to establish a posted speed limit of 35 mph on Crawley Lane.

### Why are you requesting?

Crawley Lane is a county road in southern Fayette County. A safety review at the end of 2023 revealed the absence of a posted speed limit on a road approximately sixteen feet wide with sections of abrupt curvature. Conditions along the road indicate that a 35 mph speed limit is appropriate.

### What is the cost in this budget year and future budget years?

The cost for this FY is: \$ 0.00  
The cost for future FY is: \$ 0.00

### Are the funds budgeted?

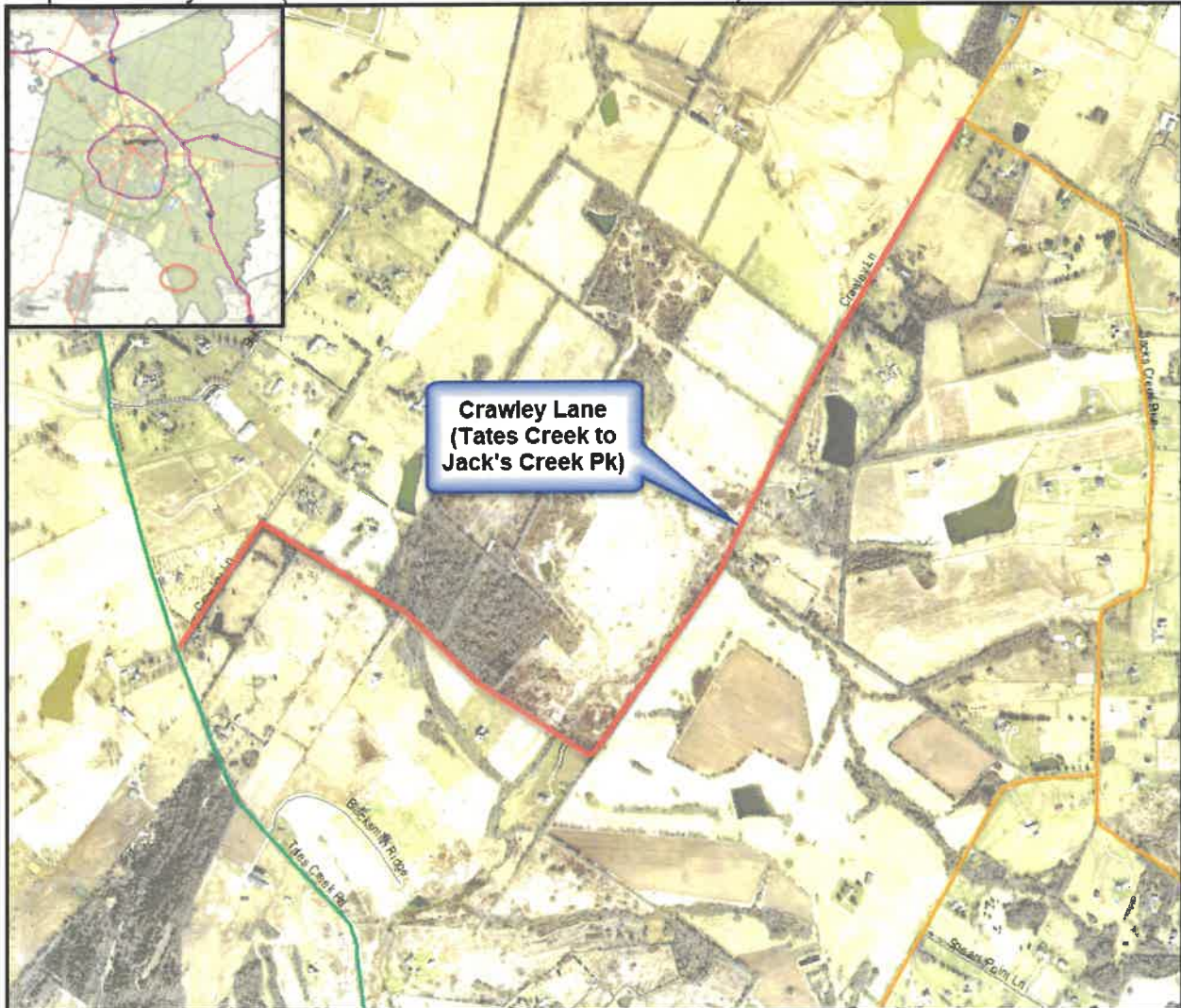
Yes

**File Number:** 0187-24

**Director/Commissioner:** Neal/Albright



Map – Crawley Lane (Tates Creek Pk to Jack's Creek Pk)



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION DESIGNATING THE SPEED LIMIT ON CRAWLEY LANE AS 35 MILES PER HOUR, AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THIS DESIGNATION.

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WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Crawley Lane should be 35 miles per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the speed limit on Crawley Lane be and hereby is designated as 35 miles per hour, and that the Division of Traffic Engineering be and hereby is authorized and directed to install proper and appropriate signs in accordance with this designation.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL  
0187-24:GET:4871-0613-7253, v. 1

RESOLUTION NO. 104 - 2024

A RESOLUTION DESIGNATING THE SPEED LIMIT ON CRAWLEY LANE AS 35 MILES PER HOUR, AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THIS DESIGNATION.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Crawley Lane should be 35 miles per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the speed limit on Crawley Lane be and hereby is designated as 35 miles per hour, and that the Division of Traffic Engineering be and hereby is authorized and directed to install proper and appropriate signs in accordance with this designation.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0187-24:GET:4871-0613-7253, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0196-24**

**File ID:** 0196-24

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/14/2024

**File Name:** Amendment to Authorized Strength 24-0001h

**Final Action:** 03/21/2024

**Title:** An Ordinance amending the Civil Service authorized strength by creating one (1) Classified Civil Service Position of Public Service Supervisor, Grade 517N, in the Div. of Environmental Services, effective upon the passage of Council. [Div. of Human Resources, George]

### Notes:

### Sponsors:

**Enactment Date:** 03/21/2024

**Attachments:** Bluesheet 24-0001h, From To 24.0001h, 0196-24  
4890-4777-2837 v.1.docx, O-029-2024

**Enactment Number:** O-029-2024

### Deed #:

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

### Text of Legislative File 0196-24

#### Title

An Ordinance amending the Civil Service authorized strength by creating one (1) Classified Civil Service Position of Public Service Supervisor, Grade 517N, in the Div. of Environmental Services, effective upon the passage of Council. [Div. of Human Resources, George]

#### Summary

Authorization to approve an Ordinance to amend the authorized strength by creating one (1) Classified Civil Service Position of Public Service Supervisor (Grade 517N) in the Division of Environmental Services, effective July 1, 2023. The fiscal impact for FY 2024 (26 pay

periods) is Budget-neutral. All funding for the new position is included in the FY 2024 approved Budget. (L0196-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

**Law:** { Select Yes/No, Completed by [Attorney Name, Date]}

**Risk Management:** NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact:       \$

Annual Impact:       \$

Project:

Activity:

Budget Reference:

Current Balance:



**M E M O R A N D U M**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:**

Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** February 12, 2024

**RE:** Amendment to Authorized Strength - FY 2024 Budget

The attached action amends the classified civil service authorized strength by creating a position as approved in the FY 2024 budget process within the Lexington-Fayette Urban County Government.

- Create one (1) classified civil service position of Public Service Supervisor (Grade 517N) in the Division of Environmental Services.

**File Number:**

**Director/Commissioner:** Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton 859-258-3037.





Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 2/12/24

Classified Civil Service

Changes From:

Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
<u>Division of Environmental Services (390)</u>							
----	----	----	----	-----	-----	-----	-----

Changes To:

Div.	No.	Class	Pay		Prog.	Employee
Line #	Pos.	Code	Grade	Position Title	#	Name
<u>Division of Environmental Services (390)</u>						
390.043	1	606	517N	Public Service Supervisor	-----	-----

Hourly or Bi-weekly
Salary

ORDINANCE NO. \_\_\_\_\_ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED CIVIL SERVICE POSITION OF PUBLIC SERVICE SUPERVISOR, GRADE 517N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON THE PASSAGE OF COUNCIL.

---

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 –That the following subsection line number in the classified civil service authorized strength be and hereby is created:

390.043      1      606    517N      Public Service Supervisor

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:

0196-24:GET:4890-4777-2837, v. 1

ORDINANCE NO. 029 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED CIVIL SERVICE POSITION OF PUBLIC SERVICE SUPERVISOR, GRADE 517N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON THE PASSAGE OF COUNCIL.

---

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created:

390.043      1      606    517N      Public Service Supervisor

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:      March 21, 2024

*Linda Gorton*

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MAYOR

ATTEST:

*[Signature]*

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CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: March 28, 2024-1t

0196-24:GET:4890-4777-2837, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0197-24**

**File ID:** 0197-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 274-2024

**In Control:** Urban County  
Council

**File Created:** 02/14/2024

**Final Action:** 03/21/2024

**File Name:** Request Council authorization to direct the Mayor to execute amendment #5 of the TIGER agreement with the U.S. Department of Transportation for the Town Branch Commons Project that recognizes and accepts modifications to update the budget to reflect actual

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Amendment No. 5 to the TIGER Agreement with the U.S. Dept. of Transportation, which will modify the Budget for the Town Branch Commons Project and moves remaining funds from the option phase to the base phase, pending Federal approval. [Office of the Mayor, Peacher]

**Notes:** Down to the mayor's office 10/2/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore via drop off 10/10/2024. MS

amendment no. 5 CILOO filed in the CCO. Returned to Celia Moore 12/17/2024. MS

### Sponsors:

**Enactment Date:** 03/21/2024

**Attachments:** 24-Blue Sheet Memo TBC TIGER Amendment 4, TBCC\_#5-TIGER\_GA-Amend\_Redline\_02.2024, TBCC\_#5-TIGER\_GA-Amend\_WhitePaper\_02.2024, 0197-24 (TIGER Amendment 5) 4876-0013-7641 v.1.docx, R-105-2024, Contract #274-2024

**Enactment Number:** R-105-2024

### Deed #:

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
2	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
2	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0197-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Amendment No. 5 to the TIGER Agreement with the U.S. Dept. of Transportation, which will modify the Budget for the Town Branch Commons Project and moves remaining funds from the option phase to the base phase, pending Federal approval. [Office of the Mayor, Peacher]

### Summary

Authorization to execute amendment No. 5 of the TIGER Agreement with the U.S. Department of Transportation for the Town Branch Commons Project that recognizes and accepts modifications to update the Budget to reflect actual and final estimated project costs and move remaining funds from the option phase to the base phase, pending FHWA approval. Federal funds and Grant match have been Budgeted. (L0197-24) (Peacher/Scott)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by David Barberie, 2/6/2024

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact:       \$

Annual Impact:       \$

Project:

Activity:

Budget Reference:

Current Balance:



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: FEBRUARY 13, 2024**

**SUBJECT: Authorization to Execute Amendment #5 of the TIGER agreement for Town Branch Commons**

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**Request:** Council authorization to direct the Mayor to execute amendment #5 of the TIGER agreement with the U.S. Department of Transportation for the Town Branch Commons Project that recognizes and accepts modifications to update the budget to reflect actual and final estimated project costs and move remaining funds from the option phase to the base phase, pending FHWA approval.

**Purpose of Request:** On April 21, 2016 (Resolution No. 230-2016), Council approved submission of an application to the U.S. Department of Transportation requesting federal funds for the construction of sections of the Town Branch Commons Project. The U.S. Department of Transportation offered LFUCG an award in the amount of \$14,095,887 for right-of-way acquisition, utility relocation, infrastructure, streetscape, drainage, signals and signage. On December 6, 2016 (Resolution 730-2016), Council approved the acceptance of federal funds and authorized the expenditure of \$3,523,972 as match. On December 14, 2017 (Resolution No. 763-2017), Council approved the execution of the grant agreement between the city and the U.S. Department of Transportation. Amendment #1 was approved August 29, 2019 (Resolution No. 475-2019), amendment #2 was approved on July 7, 2020 (Resolution No. 296-2020), amendment #3 was approved on September 30, 2021 (Resolution No. 536-2021), and amendment #4 was approved on September 22, 2022 (Resolution No. 554-2022).

The fifth amendment to this agreement amends the budget by rolling any remaining funds from the Right-of-way and Construction phases to Design in the Base Phase so that funds may be used for previously expensed design professional services.

**Cost in this Budget year and future budget years:** The federal award amount is \$14,095,887. The grant requires a 20% local match in the amount of \$3,523,972. Federal funds and grant match have been budgeted.

**Are the funds budgeted?** Yes

**File Number:** 0197-24

**Director/Commissioner:** Peacher/Scott





UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE  
CONSOLIDATED APPROPRIATIONS ACT, 2016  
(PUB. L. 114-113, DECEMBER 18, 2015)  
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS  
DISCRETIONARY GRANT PROGRAM  
(FY 2016 TIGER DISCRETIONARY GRANTS)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

TOWN BRANCH COMMONS CORRIDOR

FHWA FY 2016 TIGER Grant No. 7

Amendment 5

This agreement is between the United States Department of Transportation (*the “USDOT”*) and the Lexington-Fayette Urban County Government (*the “Recipient”*). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2016, 81 FR 9935 (February 26, 2016) (*the “NOFO”*). In this agreement, “**FY 2016 TIGER Discretionary Grant**” means an award under those provisions.

**ARTICLE 1. AWARD TERMS AND CONDITIONS**

- 1.1 **Operating Administration.** The Federal Highway Administration (*the “FHWA”*) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.
- 1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will achieve that purpose by completing the project that was described in the Recipient’s technical application, titled “Town Branch Commons Corridor,” as modified by the negotiated provisions on the project’s material terms and conditions, including the attachments referenced in section 1.8.
- 1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2016 TIGER Discretionary Grant in the amount of **Fourteen Million Ninety Five Thousand Eight Hundred and Eighty Seven** Dollars (\$14,095,887) for the period of performance. The USDOT shall not

provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the project end date in FMIS.

1.5 **Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.2. The Recipient shall not charge to this award costs that are incurred after the budget period.

1.6 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.7 **Fund Obligation.**

(a) As described in Attachment A, this project consists of a Base Phase for Design, Right of Way Acquisition and Utility Relocation in all Zones, and an Option Phase 1 for all Zones (3, 4, 6, and 7) for eligible construction costs .

(b) This agreement obligates the Base Phase amount of **Three Million Two Hundred Sixty Thousand Six Hundred Ninety-Three Dollars and Ten Cents (\$3,260,693.10)** for eligible costs in the Base Phase.

(c) This agreement does not obligate funds for Option Phase 1. The parties may, by amendment under article 6, obligate the Option Phase 1 amount of **Ten Million Eight Hundred Thirty-Five Thousand One Hundred Ninety-Three Dollars and Ninety Cents ( \$10,835,193.90)** for eligible costs in Option Phase 1 if the FHWA Kentucky Division Office approves the PS&E for Zones 3, 4, 6, and 7 and the Recipient has met all applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to availability of funds.

1.8 **Federal Award Identification Number.**

The Federal Award Identification Number (*the “FAIN”*) will be generated when the FHWA Division Office authorizes the project in the Fiscal Management Information System (“*FMIS*”). The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

1.9 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

## ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

### 2.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The project will construct a multimodal greenway through downtown Lexington, including a mixed-use trail, enhanced streetscaping, ADA enhancements to sidewalks and intersections, and safety enhancements, such as upgraded pedestrian signals, access control and mid-block crossing improvements.

The Project will be constructed in phases consisting of:

- i. a **Base Phase** for design, right-of-way (ROW) acquisition and utility relocation for all Zones for eligible costs reimbursable under Title 23 of the United States Code, and
- ii. an **Option Phase 1** for Zones 3, 4, 6, and 7 construction for eligible costs reimbursable under Title 23 of the United States Code.

### 2.2 Summary of Project's Estimated Schedule. (See Attachment B for additional details).

Actual Completion of NEPA (Zone 6):	September 15, 2017
Actual Completion of NEPA (Zones 3, 4, and 7):	November 1, 2017
Actual Start ROW Acquisition (All Zones):	February 15, 2018
Actual End ROW Acquisition (All Zones):	July 31, 2019
Actual Start Utility Relocation (All Zones):	April 15, 2018
Actual End Utility Relocation (All Zones):	July 31, 2019
Actual Completion of Final Design (All Zones):	August 15, 2019
Actual PS&E Approval (All Zones)	September 18, 2019
Actual Construction Start Date (All Zones):	February 20, 2020
Actual Construction Substantial Completion and Open to Traffic Date	January 1, 2024
Budget Period End Date:	April 1, 2024

### 2.3 Summary of Project's Estimated Budget. (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount	\$14,095,887	65.63%
----------------------------------	--------------	--------

Other Federal Funds <sup>1</sup> :	\$ 1,060,000	4.94%
State Funds (if any):	\$ 0	0%
Local Funds <sup>2</sup> :	\$ 6,320,714.60	29.43%
Other Funds (if any):	\$ 0	0%
<b>Total Project Cost:</b>	<b>\$21,476,601.60</b>	
<b>100%</b>		

#### 2.4 Recipient Cost Share Certification.

The Recipient hereby certifies that not less than **Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Two Dollars (\$3,523,972)** in non-Federal funds are committed to fund the project to satisfy the statutory requirement that at least 20% of the project's costs are funded by non-Federal sources.

#### 2.5 Project's State and Local Planning Requirements.

State Planning Document:

Kentucky Statewide Transportation Improvement Program (STIP) Fiscal Years 2017-2020 (approved September 2016).

Metropolitan Planning Documents:

Lexington Area Metropolitan Planning Organization Transportation Improvement Program (TIP) FY 2017 – FY 2020 (approved August 2016).

2040 Metropolitan Transportation Plan (Approved August 2016).

#### 2.6 Project's Environmental Approvals and Processes.

Zones 1-4, and 7 – CE Level 2. Approved November 1, 2017. Approval by the Kentucky Transportation Cabinet (delegated responsibility from Federal Highway Administration).

Zone 6 – CE Level 2. Approved September 15, 2017. Approval by the Kentucky Transportation Cabinet (delegated responsibility from Federal Highway Administration).

#### 2.7 Recipient's and any Subrecipient's Unique Entity Identifiers.

Dun and Bradstreet Data Universal Numbering System No. (the "**DUNS No.**") of the Recipient: 0204287770000

<sup>1</sup> This funding source includes \$626,000 in Transportation Alternatives Program (TAP) funding and \$434,000 in Congestion Mitigation and Air Quality (CMAQ) funding (including State forces cost). Match to TAP is included in local funds, State toll credits were used to match the CMAQ funding.

<sup>2</sup> The local funding source includes \$10,000,000 bond authorization by Lexington Fayette Urban County Government (LFUCG) and \$1,854,113 in the Fiscal Year (FY) 2018 LFUCG budget.

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

## 2.8 **Recipient Contacts.**

Doug Burton, PE  
Director of Engineering  
101 E. Vine Street, 4th Floor  
Lexington, Kentucky 40507  
(859) 258-3410  
[wdburton@lexingtonky.gov](mailto:wdburton@lexingtonky.gov)

and

Brandi Peacher  
Director of Project Management  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3150  
[bpeacher@lexingtonky.gov](mailto:bpeacher@lexingtonky.gov)

and

Theresa Reynolds  
Director of Grants and Special Programs  
200 E. Main Street  
Lexington, KY 40507  
(859) 258-3079  
[teresar2@lexingtonky.gov](mailto:teresar2@lexingtonky.gov)

## **ARTICLE 3. GENERAL REPORTING TERMS**

- 3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the "OMB"*). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

#### **ARTICLE 4. PROGRESS REPORTING**

- 4.1 **Quarterly Project Progress Reports.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 4.2 **Annual Budget Review and Program Plan.**
- (a) From the date of this agreement until Project Closeout, on or before the 60th day before the end of each Agreement Year, the Recipient shall submit to the USDOT an Annual Budget Review and Program Plan that contains:
- (1) a detailed schedule of activities and milestones for the next Agreement Year;
  - (2) an estimate of specific performance objectives, including forecasted expenditures, for the next Agreement Year; and
  - (3) a comparison of the approved project budget with an updated estimate of the project costs.

In this agreement, "**Agreement Year**" means 12 months beginning on the date of this agreement or an anniversary of the date of this agreement.

- (b) If the Recipient's updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:
- (1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and
  - (2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.

- 4.3 **Closeout Reports.** No later than 90 days after the end of the period of performance the Recipient shall:
- (a) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and
  - (b) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.
- 4.4 **Project Closeout.** In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.3.

## **ARTICLE 5. PERFORMANCE REPORTING**

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.
- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:
- (a) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and
  - (b) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.
- 5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table.
- 5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:
- (a) a narrative discussion detailing project successes and the influence of external factors on project expectations;
  - (b) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and



- (c) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

## **ARTICLE 6. AGREEMENT MODIFICATIONS**

- 6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 6.2 **Limited Unilateral Modifications.**
  - (a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.
  - (b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.
- 6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

## **ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.
- 7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or a schedule change would require the budget period to continue after the budget period end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- 7.3 **Budget Changes.**
  - (a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

- (b) If the actual eligible project costs are less than the “Total Project Cost” stated in section 2.3, then the Recipient may reduce non-TIGER funds contributed to the project. But the Recipient shall not reduce below 20% the non-federal share of eligible project costs.

## **ARTICLE 8. TERMINATION AND EXPIRATION**

- 8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:
  - (a) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
  - (b) The Recipient fails to begin right of way acquisition and utility relocation activities in all zones before **June 15, 2018**;
  - (c) The Recipient fails to begin expenditure of award funds by **May 30, 2018**;
  - (d) The Recipient fails to finish construction (substantial completion) by **April 1, 2024**;
  - (e) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
  - (f) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.
- 8.2 **Closeout Termination.** This agreement terminates on Project Closeout.
- 8.3 **Fund Liquidation, Adjustment, and Cancellation.**
  - (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 8.3(c).
  - (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.344 – .346.
  - (c) Outstanding FY 16 TIGER Discretionary Grant balances are canceled by statute after September 30, 2024, and are then unavailable for any purpose, including adjustments.
- 8.4 **Reporting Survival:** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

## **ARTICLE 9. USDOT CONTACTS**

- 9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Aaron Buckner, P.E.  
Discretionary Grants Program Advisor  
Federal Highway Administration -Kentucky Division  
330 West Broadway  
Frankfort, KY 40601-1981  
(502) 223-6741  
[Aaron.Buckner@dot.gov](mailto:Aaron.Buckner@dot.gov)

and

FHWA TIGER Program Manager  
Federal Highway Administration  
Office of Freight Management and Operations  
1200 New Jersey Avenue, SE  
Room E86-206  
Washington, DC 20590  
(202) 366-2639  
[FHWA-TIGER.Reports@dot.gov](mailto:FHWA-TIGER.Reports@dot.gov)

and

OST TIGER Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
(202) 366-8914  
[TIGERGrants@dot.gov](mailto:TIGERGrants@dot.gov)

## ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.
- 10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at:  
[http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2016\\_gr\\_exhbt/index.htm](http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2016_gr_exhbt/index.htm)

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient

Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

- 10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

## ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Railroad Agreement:** As a condition for construction and operation of the Project, on August 30, 2018, the Recipient obtained a written easement, construction, and crossing license agreement with RJ Corman for work and operation within RJ Corman’s right-of-way. The agreement was completed on August 30, 2018.

11.2 There are no other special grant requirements for this project.

## ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2016 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT.

**EXECUTION BY THE USDOT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Todd Jeter  
FHWA Kentucky Division Administrator

**EXECUTION BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Linda Gorton  
Mayor, City of Lexington

## **EXECUTION BY KENTUCKY TRANSPORTATION CABINET**

By signature below, the Kentucky Transportation Cabinet (KYTC) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the FY 2016 TIGER Discretionary Grant obligated by this agreement and to perform such other administrative and oversight duties with respect to the award and the project as the Recipient and the KYTC shall agree upon between themselves. The KYTC acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the award to the Recipient at Recipient's direction and instructions. Further, the KYTC will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this agreement in compliance with the agreement's terms and conditions.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Jim Gray  
Secretary, Kentucky Transportation Cabinet



## ATTACHMENT A STATEMENT OF WORK

The project will construct a multimodal greenway through downtown Lexington, including a mixed-use trail, enhanced streetscaping, ADA enhancements to sidewalks and intersections, and safety enhancements, such as upgraded pedestrian signals, access control and mid-block crossing improvements.

The Project will consist of:

- i. a **Base Phase** for design, right-of-way (ROW) acquisition and utility relocation for all Zones for eligible costs reimbursable under Title 23 of the United States Code, and
- ii. an **Option Phase 1** for all Zones (3, 4, 6, 7) for eligible construction costs reimbursable under Title 23 of the United States Code.

The following activities will be completed as part of this project:

### **Zone 6 activities:**

Zone 6 includes right-of-way acquisition, utility relocation, and the construction of a multi-use asphalt trail, and on-street bike and pedestrian facilities. Other project elements include improved bike and pedestrian crossings, a bridge over Town Branch Creek, and reconstruction of a Town Branch Creek structure.

**Design** – Professional services for design and engineering of improvements.

**Right-of-way Acquisition** – Includes total take acquisition of ten parcels and minor easement acquisition for trail.

**Utility** – Includes the relocation of overhead utilities, including electric distribution and telecommunication facilities along KY 1681 to proposed right-of-way. It also includes the relocation of underground utilities for Town Branch Creek Structure Replacement, including sanitary sewer, gas distribution, water main, and telecommunications duct bank.

**Paving** – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, dense graded aggregate (DGA) and crushed stone base (CSB).

**Roadway** - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, Maintenance of Traffic (MOT), erosion control, staking and pavers.

**Drainage** - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

**Bridge** - This encompasses all the work associated with the construction of new structures including bridges and retaining walls.

**Sewer** - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

**Signage** - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

**Signalization** - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

**Lighting** - This encompasses all the work associated with the construction of the roadway lighting items.

**Landscaping** - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

**Miscellaneous** - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

**Mobilization/Demobilization** - This encompasses all the work associated with the mobilization (activation of contractor's resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

**Construction Management and Inspection** – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

**Contingency** - This encompasses all the work associated with contingency items which will cover bid units not currently known. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements.

### **Zones 3, 4, and 7 activities:**

Zones 3 and 4 include construction of an urban streetscape providing separated and protected bike and pedestrian facilities. Project elements include improved bike and pedestrian crossings, new traffic signal locations, pedestrian activated traffic signals, green stormwater infrastructure, lighting, and landscaping.

Zone 7 includes the construction of a multi-use asphalt trail. Project elements include improved bike and pedestrian crossings, and improved rail signals.

**Design** – Professional services for design and engineering of improvements.

**Right-of-way Acquisition** – Includes minor easement, scope of acquisition dependent on alternative analysis in design phase.

**Utility** – Will involve valve adjustments and/or minor relocations to the following:

Zone 3 and 4:

- 16" Water line (Kentucky American Water)
- 24" Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Buried Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)
- Overhead Telephone (AT&T)
- Overhead Electric Distribution (Kentucky Utilities)
- Overhead Telecommunications (KDL)
- Overhead Electric Transmission (Kentucky Utilities)

Zone 7: Will involve valve adjustments and/or minor relocations to the following:

- 12" Water line (Kentucky American Water)
- Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Overhead Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)

**Paving** – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB

**Roadway** - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, MOT, erosion control, staking and pavers.

**Drainage** - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

**Sewer** - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

**Signage** - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

**Signalization** - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

**Lighting** - This encompasses all the work associated with the construction of the roadway lighting items.

**Landscaping** - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

**Miscellaneous** - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

**Mobilization/Demobilization** - This encompasses all the work associated with the mobilization (activation of contractor's resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

**Construction Management and Inspection** – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

**Contingency** - This encompasses all the work associated with contingency items which will cover bid units not currently known. It will be modified as the plans become more detailed. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements

**ATTACHMENT B**  
**ESTIMATED PROJECT SCHEDULE**

**All Zones (3, 4, 6, 7)**

<b>Major Project Activity</b>	<b>Planned/Actual Start Date</b>	<b>Planned/Actual Completion Date</b>
Preliminary Engineering	N/A	N/A
NEPA		
Zone 6	N/A	September 15, 2017
Zones 3, 4, 7	N/A	November 1, 2017
Final Design (Phase I)		
Zone 6	N/A	N/A
Zones 3, 4, 7	December 9, 2016	August 16, 2017
Final Design (Phase 2):		
Zone 6	September 15, 2017	August 15, 2019
Zones 3, 4, 7	November 6, 2017	July 31, 2019
<b>Base Phase: Right-of-Way (ROW) Acquisition &amp; Utility Relocation</b>		
ROW Acquisition	February 15, 2018	July 31, 2019
Utility Relocation	April 15, 2018	July 31, 2019
<b>Option Phase 1: Construction</b>		
Actual PS&E Approval		
Zone 6	N/A	September 18, 2019
Zones 1, 2, 3, 4, 7	N/A	September 18, 2019
Actual Construction Contract Letting Date		
Zone 6	N/A	November 20, 2019
Zones 3, 4, 7	N/A	November 21, 2019
Construction Start Date: All Zones		February 20, 2020
Paving	August 1, 2020	January 1, 2024
Roadway	February 20, 2020	January 1, 2024
Drainage	February 20, 2020	January 1, 2024
Bridge	July 15, 2020	March 1, 2022
Sewer	February 20, 2020	March 1, 2022
Signage	February 20, 2020	January 1, 2024
Signalization	December 15, 2021	January 1, 2024
Lighting	December 15, 2021	January 1, 2024
Landscaping	January 1, 2022	January 1, 2024
Miscellaneous	July 15, 2020	January 1, 2024
Mobilization/Demobilization	February 20, 2020	January 1, 2024
Contingency	October 1, 2021	January 1, 2024

Construction Substantial Completion  
and Open to Traffic Date

January 1, 2024

Budget Period End Date:

April 1, 2024

**ATTACHMENT C  
ESTIMATED PROJECT BUDGET**

**ALL ZONES (3, 4, 6, 7)**

<b>ESTIMATED Project Budget: ALL ZONES Activity</b>	<b>FY16 TIGER Funds</b>	<b>Match to TIGER Funds<sup>9</sup></b>	<b>Other Federal Funds<sup>10</sup></b>	<b>Match to Other Federal Funds</b>	<b>Other Local Funds</b>	<b>Total Project Cost</b>
Design	\$674,691.40	\$168,672.84	\$1,060,000	\$154,000	\$225,308.60	\$2,282,672.84
ROW						
Zone 6	\$2,510,094.02	\$627,523.73	\$0	\$0	\$0	\$3,137,617.75
Zones 3,4,7	\$75,907.68	\$18,976.92	\$0	\$0	\$0	\$94,884.60
Utility	\$350,553.74	\$87,638.44	\$0	\$0	\$0	\$438,192.18
Paving	\$1,068,983.81	\$267,245.95	\$0	\$0	\$0	\$1,336,229.76
Roadway	\$3,497,407.13	\$874,351.78	\$0	\$0	\$0	\$4,371,758.91
Drainage	\$763,709.38	\$190,927.34	\$0	\$0	\$0	\$954,636.72
Bridge	\$161,700.00	\$40,425.00	\$0	\$0	\$0	\$202,125
Sewer	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$259,198.66	\$64,799.66	\$0	\$0	\$0	\$323,998.32
Signalization	\$214,841.69	\$53,710.42	\$0	\$0	\$640,000	\$908,552.11
Lighting	\$649,241.70	\$162,310.42	\$0	\$0	\$0	\$811,552.12
Landscaping	\$501,028.40	\$125,257.10	\$0	\$0	\$0	\$626,285.50
Miscellaneous	\$501,010.20	\$125,252.80	\$0	\$0	\$0	\$626,263

<sup>9</sup> Lexington Fayette Urban County Government (LFUCG)

<sup>10</sup> Congestion Mitigation Air Quality Program (CMAQ) funding and Transportation Alternatives Program (TAP) funding



Mobilization and Demobilization.	\$525,778.40	\$131,444.60	\$0	\$0	\$0	\$657,223
Construction Management & Inspection Services	\$631,933.76	\$157,983.44	\$0	\$0	\$0	\$789,917.20
<i>Previously Incurred Cost for Construction Management &amp; Inspection Services</i>	<i>\$56,446.24</i>	<i>\$14,111.56</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$70,557.80</i>
Contingency	\$1,653,360.79	\$413,340	\$0	\$0	\$1,777,434	\$3,844,134.79
<b>Total:</b>	<b>\$14,095,887</b>	<b>\$3,523,972</b>	<b>\$1,060,000</b>	<b>\$154,000</b>	<b>\$2,642,742.60</b>	<b>\$21,476,601.60</b>

## ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

**Study Area:** Study area includes roadway and directly adjacent parcels of land on Midland Avenue from its intersection with East Third Street to East Main St, on East and West Vine St from its intersection with East Main Street to its intersection with West Main Street, on West Main Street from its intersection with West Vine Street to its intersection with Tucker Street, and Manchester Street from its intersection with Oliver Lewis Way to its intersection with South Forbes Rd.

**Pre-project Measurement Date:** October 1, 2018.

**Pre-project Report Date:** March 15, 2020.

**Project Outcomes Report Date:** January 1, 2028.

**Table 1: Performance Measurement Table**

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Crash Rates by Severity	<p>Safety</p> <p>Crash rates will be measured and reported as crashes per 100 million Vehicle Miles Traveled (VMT) and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes.</p>	<p>Baseline Measurement:</p> <p>Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures:</p> <p>Accurate as of <b>January 1, 2025</b></p>	<p>Baseline Measurement:</p> <p>Pre-project Report Date</p> <p>Interim Performance Measures:</p> <p>For a period of 3 years, beginning <b>March 1, 2025</b>, annually</p>
Property Value Increase of Private Property	<p>Economic Competitiveness</p> <p>Increase in dollars of assessed fair cash value of privately-owned parcels of land within the project area.</p>	<p>Baseline Measurement:</p> <p>Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures:</p> <p>Accurate as of</p>	<p>Baseline Measurement:</p> <p>Pre-project Report Date</p> <p>Interim Performance Measures:</p> <p>For a period of 3 years, beginning <b>March 1, 2025</b>, annually</p>

		<b>January 1, 2025</b>	
Bike and Pedestrian Counts/Trips	<p>Economic Competitiveness</p> <p>Average daily bicycle and pedestrian counts using National Bicycle &amp; Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.</p>	<p>Baseline Measurement:</p> <p>Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures:</p> <p>Accurate as of <b>January 1, 2025</b></p>	<p>Baseline Measurement:</p> <p>Pre-project Report Date</p> <p>Interim Performance Measures:</p> <p>For a period of 3 years, beginning <b>March 1, 2025</b>, annually</p>

**Town Branch Commons Corridor  
FHWA FY 2016 TIGER Grant Agreement  
White Paper in Support of Amendment #5**

**Scope:** While the construction scope of the project remains unchanged, this amendment requests to incorporate the Design Activity into the Base Phase. The reason for this adjustment is the expected surplus of TIGER funds upon the conclusion of construction. Expanding the Base Phase to include Design, will enable Lexington-Fayette Urban County Government (LFUCG) to reduce the amount of other local funds expended for design and replace those funds with the anticipated surplus of TIGER funds.

**Schedule:** No Changes

**Budget:** The current estimated project budget is \$674,691.40 less than the overall project cost included in Amendment #4. Included in this amount is \$8,296.88 left in the ROW budget and \$666,394.52 left in the construction/contingency budget. To allow for the use of unused TIGER funding, the budget table has been revised to include \$674,691.40 of TIGER funding to be used for the design phase. Therefore, reducing the amount of other local funds used for design. LFUCG has surpassed the mandated 20% local match and the reduction of local funding comes from the “over-match” amount. The ROW budget was updated to actual amounts expended, however the Construction, and Contingency categories remain estimated until project closeout. Consequently, we are now seeking authorization to include Design into the scope of work and seek reimbursement for design services using TIGER grant funds.

The table below provides a summary comparison of the Project budget.

Fund Source	Executed Grant Agreement [Last Executed Amendment No. 4]		Amendment No. 5	
	\$	%	\$	%
TIGER	14,095,887	63.63	14,095,887	65.63
Other Federal	1,060,000	4.79	1,060,000	4.94
Non-Federal	6,995,406	31.58	6,320,714.60	29.43
<b>Total Project Cost</b>	<b>22,151,293</b>	<b>100</b>	<b>21,476,601.60</b>	<b>100</b>

Within the proposed amendment to the original Grant Agreement, the following changes were made:

- Section 1.7: Updated Fund Obligation for each phase.
- Section 2.1: Updated statement of work to reflect changes to the project.
- Section 2.2: Updated schedule milestones with actual dates.
- Section 2.3: Updated budget summary with current estimated fund amounts.
- Section 9.1: Revised USDOT contacts.
- Attachment A: Updated statement of work to reflect changes to the project.
- Attachment C: Updated the project budget with actual or current estimates.

RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 5 TO THE TIGER AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH WILL MODIFY THE BUDGET FOR THE TOWN BRANCH COMMONS PROJECT AND MOVES REMAINING FUNDS FROM THE OPTION PHASE TO THE BASE PHASE, PENDING FEDERAL APPROVAL.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Amendment No. 5, which is attached hereto and incorporated herein by reference, to the TIGER Agreement with the U.S. Department of Transportation, which will modify the budget for the Town Branch Commons Project and move funds from the option phase to the base phase, pending federal approval.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

---

MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL  
0197-24:ANB:4876-0013-7641, v. 1

RESOLUTION NO. 105 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 5 TO THE TIGER AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH WILL MODIFY THE BUDGET FOR THE TOWN BRANCH COMMONS PROJECT AND MOVES REMAINING FUNDS FROM THE OPTION PHASE TO THE BASE PHASE, PENDING FEDERAL APPROVAL.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Amendment No. 5, which is attached hereto and incorporated herein by reference, to the TIGER Agreement with the U.S. Department of Transportation, which will modify the budget for the Town Branch Commons Project and move funds from the option phase to the base phase, pending federal approval.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

*Linda Gorton*

---

MAYOR

ATTEST:

*[Signature]*

---

CLERK OF URBAN COUNTY COUNCIL

0197-24:ANB:4876-0013-7641, v. 1

**ADDENDUM No. 5**

**GRANT AGREEMENT UNDER THE  
CONSOLIDATED APPROPRIATIONS ACT, 2016  
(PUB. L. 114-113, DECEMBER 18, 2015)  
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS  
DISCRETIONARY GRANT PROGRAM  
(FY 2016 TIGER DISCRETIONARY GRANTS)**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**TOWN BRANCH COMMONS CORRIDOR**

**FHWA FY 2016 TIGER Grant No. 7**

**SECTION 1. PURPOSE OF ADDENDUM**

- a) The purpose of this addendum, Addendum No. 5 (the “Addendum”) to FHWA FY 2016 TIGER Grant No. 7 (“Grant Agreement”), is to recognize and accept modifications to the schedule and budget for the “Town Branch Commons Corridor Project” (“Project”).
- b) This Addendum will constitute a formal amendment to the Grant Agreement which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the “Government” or “FHWA”) and the Lexington-Fayette Urban County Government (the “Recipient”) (collectively the “Parties”). Except as modified, changed and supplemented by this Addendum, all terms and conditions of the original Grant Agreement shall continue in full force and effect.
- c) The following sets out the amendments to the referenced sections of the Grant Agreement:

**SECTION 2. AMENDED ARTICLE 1 OF THE GRANT AGREEMENT**

- a) **Section 1.7 of the Grant Agreement is amended and restated in its entirety and will read as follows:**

**1.7 Fund Obligation.**

- (a) As described in Attachment A, this project consists of a Base Phase for Right of Way Acquisition and Utility Relocation in all Zones, and an Option Phase 1 for all Zones (3, 4, 6, and 7) for eligible construction costs.
- (b) This agreement obligates the Base Phase amount of **Two Million Four Hundred Forty Thousand Three Hundred Fifty-Nine Dollars and Seven Cents (\$2,440,359.07)** for eligible costs in the Base Phase.
- (c) This agreement does not obligate funds for Option Phase 1. The parties may, by amendment under article 6, obligate the Option Phase 1 amount of **Eleven Million**

**Six Hundred Fifty-Five Thousand Five Hundred Twenty-Seven Dollars and Ninety-Three Cents (\$11,655,527.93)** for eligible costs in Option Phase 1 if the FHWA Kentucky Division Office approves the PS&E for Zones 3, 4, 6, and 7 and the Recipient has met all applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to availability of funds.

### **SECTION 3. AMENDMENT ARTICLE 2 OF THE GRANT AGREEMENT**

**a) Section 2.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:**

**2.2 Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

Actual Completion of NEPA (Zone 6):	September 15, 2017
Actual Completion of NEPA (Zones 3, 4, and 7):	November 1, 2017
Actual Start ROW Acquisition (All Zones):	February 15, 2018
Actual End ROW Acquisition (All Zones):	July 31, 2019
Actual Start Utility Relocation (All Zones):	April 15, 2018
Actual End Utility Relocation (All Zones):	July 31, 2019
Actual Completion of Final Design (All Zones):	August 15, 2019
Actual PS&E Approval (All Zones)	September 18, 2019
Actual Construction Start Date (All Zones):	February 20, 2020
Actual Construction Substantial Completion and Open to Traffic Date	January 1, 2024
Actual Budget Period End Date:	April 1, 2024

**b) Section 2.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:**

**2.3 Summary of Project's Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount	\$13,330,011.74	64.90%
Other Federal Funds <sup>1</sup> :	\$1,046,000	5.09%
State Funds (if any):	\$ 0	0%

<sup>1</sup> This funding source includes \$626,000 in Transportation Alternatives Program (TAP) funding and \$434,000 in Congestion Mitigation and Air Quality (CMAQ) funding (including State forces cost). Match to TAP is included in local funds, State toll credits were used to match the CMAQ funding.



Local Funds <sup>2</sup> :	\$ 6,163,936.94	30.01%
Other Funds (if any):	\$ 0	0%
<b>Total Project Cost:</b>	<b>\$20,539,948.68</b>	<b>100%</b>

#### SECTION 4. AMENDMENT ARTICLE 9 OF THE GRANT AGREEMENT

a) Section 9.1 of the Grant Agreement is amended and restated in its entirety and will read as follows:

- 9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Aaron Buckner, P.E.

Discretionary Grants Program Advisor

Federal Highway Administration -Kentucky Division

330 West Broadway

Frankfort, KY 40601-1981

(502) 223-6741

Aaron.Buckner@dot.gov

and

FHWA TIGER Program Manager

Federal Highway Administration

Office of Freight Management and Operations

1200 New Jersey Avenue, SE

Room E86-206

Washington, DC 20590

(202) 366-2639

FHWA-TIGER.Reports@dot.gov

---

<sup>2</sup> The local funding source includes \$10,000,000 bond authorization by Lexington Fayette Urban County Government (LFUCG) and \$1,854,113 in the Fiscal Year (FY) 2018 LFUCG budget.

and

OST TIGER Discretionary Grants Coordinator

United States Department of Transportation

Office of the Secretary

1200 New Jersey Avenue, SE

Washington, DC 20590

(202) 366-8914

TIGERGrants@dot.gov

#### **SECTION 5. AMENDED SIGNATORY NAME FOR THE FHWA KENTUCKY DIVISION ADMINISTRATOR**

Signature page for the USDOT is amended and restated in its entirety and will read as follows:

#### **EXECUTION BY THE USDOT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Shundreka Givan

FHWA Kentucky Division Administrator

## SECTION 6. AMENDED ATTACHMENT C OF THE GRANT AGREEMENT

Attachment C of the Grant Agreement is amended and restated in its entirety and will read as follows:

### ALL ZONES (3, 4, 6, 7)

ESTIMATED PROJECT BUDGET: ALL ZONES ACTIVITY	FY16 TIGER FUNDS	MATCH TO TIGER FUNDS <sup>3</sup>	OTHER FEDERAL FUNDS <sup>4</sup>	MATCH TO OTHER FEDERAL FUNDS	OTHER LOCAL FUNDS	TOTAL PROJECT COST
DESIGN	\$0	\$0	\$1,046,000	\$154,000	\$2,677,434	\$3,877,434
ROW						
ZONES 3,4,6,7	\$2,440,359.07	\$610,089.77	\$0	\$0	\$0	\$3,050,448.84
UTILITY	\$202,960.84	\$50,740.21	\$0	\$0	\$0	\$253,701.05
PAVING	\$1,068,983.80	\$267,245.95	\$0	\$0	\$0	\$1,336,229.75
ROADWAY	\$4,267,663.39	\$1,066,915.85	\$0	\$0	\$0	\$5,334,579.24
DRAINAGE	\$761,709.39	\$190,427.35	\$0	\$0	\$0	\$952,136.74
BRIDGE	\$166,268.40	\$41,567.10	\$0	\$0	\$0	\$207,835.50
SEWER	\$0	\$0	\$0	\$0	\$0	\$0
SIGNAGE	\$274,109.60	\$68,527.40	\$0	\$0	\$0	\$342,637.00
SIGNALIZATION	\$265,394.46	\$66,348.61	\$0	\$0	\$0	\$331,743.07
LIGHTING	\$630,517.06	\$157,629.26	\$0	\$0	\$0	\$788,146.32

<sup>3</sup> Lexington Fayette Urban County Government (LFUCG)

<sup>4</sup> Congestion Mitigation Air Quality Program (CMAQ) funding and Transportation Alternatives Program (TAP) funding

<sup>11</sup> Total Project Cost has been updated to accurately reflect the project. The contingency has been updated to \$0, and \$765,875.26 in unspent TIGER funds remain, which are no longer included in the project budget at closeout.

<b>LANDSCAPING</b>	<b>\$648,449.46</b>	<b>\$162,112.36</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$810,561.82</b>
<b>MISCELLANEOUS</b>	<b>\$1,292,321.28</b>	<b>\$323,080.34</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,615,401.62</b>
<b>MOBILIZATION AND DEMOBILIZATION.</b>	<b>\$541,538.93</b>	<b>\$135,384.73</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$676,923.66</b>
<b>CONSTRUCTION MANAGEMENT &amp; INSPECTION SERVICES</b>	<b>\$713,289.82</b>	<b>\$178,322.45</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$891,612.27</b>
<b><i>PREVIOUSLY INCURRED COST FOR CONSTRUCTION MANAGEMENT &amp; INSPECTION SERVICES</i></b>	<b><i>\$56,446.24</i></b>	<b><i>\$14,111.56</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$70,557.80</i></b>
<b>CONTINGENCY</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL: <sup>11</sup></b>	<b>\$13,330,011.74</b>	<b>\$3,332,502.94</b>	<b>\$1,046,000</b>	<b>\$154,000</b>	<b>\$2,677,434</b>	<b>\$20,539,948.68</b>

## **SECTION 7. EXECUTION OF ADDENDUM**

This Addendum may be executed in counterparts, which constitute one document. The parties shall execute this Addendum in triplicate and intend each countersigned original to have identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

**EXECUTION BY THE USDOT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Shundreka Givan  
FHWA Kentucky Division Administrator

**EXECUTION BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this 9<sup>th</sup> day of October, 2024.

A handwritten signature in cursive script that reads "Linda Gorton". The signature is written in dark ink and is positioned above a horizontal line.

Linda Gorton  
Mayor, City of Lexington

## EXECUTION BY KENTUCKY TRANSPORTATION CABINET

By signature below, the Kentucky Transportation Cabinet (KYTC) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the FY 2016 TIGER Discretionary Grant obligated by this agreement and to perform such other administrative and oversight duties with respect to the award and the project as the Recipient and the KYTC shall agree upon between themselves. The KYTC acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the award to the Recipient at Recipient's direction and instructions. Further, the KYTC will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this agreement in compliance with the agreement's terms and conditions.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Jim Gray  
Secretary, Kentucky Transportation Cabinet





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0198-24**

**File ID:** 0198-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 072-2024

**In Control:** Urban County  
Council

**File Created:** 02/14/2024

**Final Action:** 03/21/2024

**File Name:** Request Council authorization to execute an agreement and accept award of \$300,000 from The Recycling Partnership, Inc. The Department of Environmental Quality and Public Works - Division of Waste Management will use \$250,000 for the direct purchase of e

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$300,000 from the Recycling Partnership, Inc., for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, in order to purchase recycling equipment and for outreach activities, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

**Notes:** In office and taken down to the mayor's office 3/26/2024. MS

Signed and filed in the CCO. Returned to Celia Moore 3/27/2024. MS

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** 24-Blue Sheet Memo, BA 12820, TRP - LFUCG - PP Grant FINAL Agreement, 0198-24 (Recycling Grant) 4859-0236-2281 v.1.docx, R-106-2024, Contract #072-2024

**Enactment Number:** R-106-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
2	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
2	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0198-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$300,000 from the Recycling Partnership, Inc., for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, in order to purchase recycling equipment and for outreach activities, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

### Summary

Authorization to execute an Agreement and accept award of \$300,000 from The Recycling Partnership, Inc. for the Division of Waste Management to purchase equipment to optimize the sortation, recovery, and marketing of polypropylene and other recyclable materials, as well as outreach activities. No Grant match is required. (L0198-24) (Thurman/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Ashleigh Bailey, 1/29/2024

**Risk Management:** N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-303501-0001-71299

This Fiscal Year Impact: \$300,000

Annual Impact: \$0

Project: RECYCL\_MRF\_2024

Activity: OTH\_GRANT

Budget Reference: 2024

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: FEBRUARY 13, 2024**

**SUBJECT Acceptance of Grant Award from The Recycling Partnership, Inc.**

---

**Request:** Council authorization to execute an agreement and accept award of \$300,000 from The Recycling Partnership, Inc. The Department of Environmental Quality and Public Works - Division of Waste Management will use \$250,000 for the direct purchase of equipment to optimize the sortation, recovery, and marketing of polypropylene and other recyclable materials, and \$50,000 to be allocated to outreach activities. No grant match is required.

**Purpose of Request:** The Department of Environmental Quality and Public Works - Division of Waste Management has been offered a grant award in the amount of \$300,000 from The Recycling Partnership, Inc. The purpose of the grant project is to support equipment upgrades and to optimize the sortation, recovery, and marketing of PP rigid recyclable packaging and other recyclable materials at the Division of Waste Management MRF. Grant funds in the amount of \$250,000 will be used for the direct purchase of equipment to optimize the sortation, recovery and marketing of polypropylene and other recyclable materials, and \$50,000 will be allocated to outreach activities. Total project cost is \$300,000.

**What is the cost in this budget year and future budget years?** \$300,000 has been awarded for Fiscal Year 2024. Future budget years are dependent upon fund availability.

**Are the funds budgeted?** Budget amendment is in process.

**File Number:** 0198-24

**Director/Commissioner:** Thurman/Albright



## LFUCG Budget Amendment Request Form

**Requester:** Moore,Celia E      **Date:** 02/15/2024      **Status:** Pending Approval      **Amend Nbr:** 12820

**Business Unit:** LFUCG      **Journal Date:** 02/15/2024      **Budget Period:** 2024      **Bid:** ☐      **Admin Review:** ☐

### ▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View All](#) | |      First **1 of 1** Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	303501	0001	71299	Prof Svc - Other	300,000.00	TTHURMAN	055143	

### ▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | |      First **1 of 1** Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	303501	0001	46750	Grant Revenue - Other	300,000.00	TTHURMAN	055143	

### ► Project/Grant Revenue

### ► Project/Grant Expenditures

#### Comments:

To establish grant budget for RECYCL\_MRF\_2024

**Net Amend Amt:** 0.00

Submit for Approval

Save

Add

## **RECYCLING PARTNERSHIP GRANT AGREEMENT**

This agreement (“Grant Agreement”) is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and Lexington-Fayette Urban County Government (“Grantee”), which are referred to collectively herein as (“the Parties”), and individually as (“a Party”).

### **RECITALS**

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government that operates one or more Material Recovery Facilities sorting residential recyclables (collectively, “MRFs” and individually, a “MRF”), including a MRF located at 360 Thompson Rd, Lexington, KY 40508 (hereafter “Grantee MRF”);

WHEREAS, the Grantee desires to purchase equipment as described under Attachment A, Section j, Project Background and Description, to increase the collection, recycling and circularity of polypropylene (“PP”), including PP rigid recyclable packaging, and to permit the Grantee to increase the scale of collection and delivery of PP to an end market (hereafter, “Purchase”);

WHEREAS, the Parties have determined the Purchase will result in increases in the collection, recycling and circularity of PP and allow the Grantee to increase the scale of collection and delivery of PP to an end market;

WHEREAS, The Partnership has determined the Purchase will increase PP recycling and provide environmental benefits and thereby further charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by granting funds to the Grantee to facilitate the Purchase; and

WHEREAS, the Grantee is willing to accept grant funds from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the equipment that is the subject of the Purchase with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership and/or donors to The Partnership’s Polypropylene Recycling Coalition (hereafter, “Coalition”) in such manner and under such terms as the Parties shall reasonably agree.

THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and Attachment A hereto captioned Terms and Conditions and Grantee Work Plan. This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.

**2. Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends sixty (60) months following the date of the initial operation of the equipment that is the subject of the Purchase, unless the Parties agree to extend the Grant Period by amending this Grant Agreement as provided in Paragraph 7 hereof.

**3. Duties of The Partnership and Grantee:** Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to support the Purchase (“Purchase Grants”) and in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000) to support community outreach activities (“Community Outreach Grants”). Purchase Grants and Community Outreach Grants, if any, are collectively referred to herein as “Cash Grants” and Cash Grants may be distributed to the Grantee by check or direct deposit, as the Parties shall mutually agree. In exchange for the Cash Grants, the Grantee will (i) take reasonable steps to promptly complete the Purchase and to conduct community outreach activities under the terms and conditions hereof, (ii) commit reasonable employee time and resources to comply with the terms and conditions of this Grant Agreement, (iii) provide such recycling data and other information to The Partnership as set out in this Grant Agreement and as the Parties shall reasonably agree, and (iv) provide such recognition to The Partnership and/or donors to the Coalition in such manner and under such terms as the Parties shall reasonably agree

**4. Cash Grant Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee in support of actual allowable expenditures the Grantee has made or otherwise will incur during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”) or as otherwise allowed pursuant to this Agreement. An Allowable Expenditure for Purchase Grants is one associated with work performed or goods or services acquired to complete the Purchase as mutually agreed upon by the parties. An Allowable Expenditure for Community Outreach Grants, if any, is one associated with work performed or goods or services acquired to support community outreach activities of the Grantee related to the acceptance of PP at the Grantee MRF as determined as mutually agreed upon by the parties. As described in Section 1 of Attachment A, the Grantee shall submit requests for the distribution of Cash Grants to The Partnership as certain project milestones are accomplished. If the Grantee has been awarded Community Outreach Grants, then in order to be eligible for the distribution of the full amount of Cash Grants, the Grantee must demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded as described in Paragraph 3 hereof. If the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants awarded, then the final amount of Cash Grants distributed shall be reduced by an amount equal to the amount of Community Outreach Grants awarded minus the amount of Allowable Expenditures for Community Outreach Grants demonstrated. The Partnership shall make distributions of Cash Grants to the Grantee within thirty (30) days of receiving from the Grantee one or more invoices prepared as described in Paragraph 5 hereof documenting Allowable Expenditures. Initial Cash Grants from The Partnership for Allowable Expenditures will not exceed ninety-five percent (95%) of the total Cash Grants amount and the remaining amount of Cash Grants to

be distributed for Allowable Expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be paid as described in Section I Part iv of Attachment A hereof.

**5. Invoices:** The Grantee shall submit requests for the distribution of Cash Grants to The Partnership in the form of an invoice using a template provided by The Partnership. Requests for distribution of Cash Grants shall include copies of invoices or documents associated with Allowable Expenditures or summarizing the achievement of the milestone for which the Grantee is seeking distribution. The Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid or to be paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of achievement of milestones by the Grantee for each Allowable Expenditure submitted. Requests for the distribution of Cash Grants associated with Community Outreach Grants shall include copies of invoices or documents associated with each Allowable Expenditure for Community Outreach Grants and must also be accompanied by documentation that provides evidence of payment by the Grantee for each such Allowable Expenditure. Grantee's failure to demonstrate the expenditure of the full amount of Community Outreach Grants, if any, shall result in a reduction of the total Cash Grants to be paid as stipulated in Paragraph 4 hereof.

**6. Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

<b>Primary Partnership Contact:</b>	<b>Secondary Partnership Contact:</b>	<b>Grantee Contact:</b>
Rob Taylor, VP of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Spence Davenport, Senior Director of Processing Advancement Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Tracey Turner, Director, Division of Waste Management Telephone: (859) 280-8586 Email: tthurman@lexingtonky.gov

**7. Amendments and Changes to Cash Grants Amount:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 6 hereof.

**8. Assignment, Successors and Assigns:** Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

*[signature page follows]*

The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

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

Rob Taylor  
VP of Grants and Community Development

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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

Tracey Turner  
Director, Division of Waste Management

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



## ATTACHMENT A: TERMS AND CONDITIONS AND GRANTEE WORK PLAN

- a. **Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee may retain such amount of the Cash Grants distributed by The Partnership equal to the total amount of actual Allowable Expenditures incurred plus Community Outreach Grants, if any, received prior to the termination effective date.
- b. **Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 6 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 6 hereof.
- c. **Lobbying and Political Activity:** The Grantee shall not use or appropriate Cash Grants to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. **Extensions:** The Partnership may grant extensions for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts as set out in Paragraph 6 hereof at least sixty (60) days prior to the due date of an obligation.
- e. **Retroactive Costs:** Costs incurred before the Grant Period will not be treated as Allowable Expenditures unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof. The Partnership understands that prior to the Grant Period the Grantee has already undertaken expenditures associated with the Purchase including a payment to a Grantee-hired vendor for equipment to sort PP containers and agrees to treat costs associated with this equipment as an Allowable Expenditure for Purchase Grants.
- f. **Travel Expenses:** Cash Grants may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof.
- g. **Press Events, Educational Materials and Logo Usage:** The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to (i) designating a suitable representative to appear on behalf of the Grantee at publicity events, (ii) providing relevant and pertinent information to be included in press releases and distributions, (iii) allowing, only after written permission has been provided by the Grantee, for Grantee or Partnership generated images or content associated with the grant to be included in newsletters or other publications produced by The Partnership, and (iv) responding as appropriate to relevant and

pertinent press inquiries. The foregoing may include, as the Parties shall reasonably agree, one or more donors to Coalition. The Grantee further agrees to permit, as the Parties shall reasonably agree, the use of the names and/or logos of the Grantee, The Partnership and/or one or more donors to such Coalition on one or more educational materials related to the project that is the subject of this Grant Agreement. Grantee's logo shall not be used without prior written approval by the Grantee. The Partnership agrees to give reasonable notice to the Grantee's contact set out in Paragraph 6 hereof regarding any such press events and educational materials.

The Grantee further agrees to provide The Partnership with reasonable notice in advance of any efforts by the Grantee to publicize the project benefiting from Cash Grants for the purpose of allowing the Parties to coordinate any public announcements about the project.

If the Grantee has been awarded Community Outreach Grants, then the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials developed and/or implemented in association with Community Outreach Grant funding unless otherwise agreed by the Parties or prohibited by law. Prior to finalization of such educational materials, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo and associated use of the "Funded in part by" phrasing. The purpose of the logo usage requirement is to publicly recognize The Partnership's support for the Community Outreach Grant funded efforts.

- h. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee in such manner as determined appropriate by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- i. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with the following requirements:
  - i. Sending The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b of Appendix A hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
  - ii. Maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP for a minimum of five (5) years following the first date of operation of such equipment. Any use of alternative equipment for the

acceptance, sortation and marketing of PP during such five (5) year period shall require the prior written approval of The Partnership based on sufficient evidence, as determined by The Partnership in its sole discretion, that such alternative equipment will result in equal or greater capture capability and quality than the equipment that is the subject of the Purchase. Additionally, if a request to use alternative equipment is approved, the equipment that is the subject of the Purchase shall then be utilized for the sorting of other marketable recyclables, as determined by The Partnership in its sole discretion.

- iii. Delivering semi-annual project reports (collectively, “Semi-Annual Project Reports” and individually, a “Semi-Annual Project Report”) to The Partnership for five (5) years following the initial operation of the equipment that is the subject of the Purchase, which shall include (i) the dates the equipment that is the subject of the Purchase was installed and became operable, (ii) submitting for review by The Partnership a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community, (iii) the total tons of PP captured and baled at the Grantee MRF per month for the semi-annual period in question, (iv) the total tons of inbound comingled residential material received per month at the Grantee MRF for the semi-annual period in question, (v) PP prevalence analysis and composition and/or PP as a percentage of the overall residential stream received during the semi-annual period in question, (vi) reporting on the end market(s) used for the PP material shipped from the Grantee MRF during the semi-annual period in question, and (vii) such other information as The Partnership and the Grantee shall reasonably agree.
- iv. Submitting to interviews and providing audit and other information regarding the installation and operation of the equipment that is the subject of the Purchase as the Parties shall reasonably agree.
- v. Participating during the Grant Period as reasonably requested in the education of (i) city partners and others regarding the acceptance of PP and (ii) residents regarding such acceptance.
- vi. Submitting for review by The Partnership a draft of the final project report (hereafter “Final Project Report”) at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Project Report. The Partnership will also provide feedback to the Grantee regarding the draft Final Project Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Project Report. The Final Project Report shall be delivered to The Partnership within sixty (60) days of the end of the Grant Period unless the Parties agree in writing to extend such period.
- vii. Delivering to The Partnership within (30) days of the end of the twelve (12) months following the first date of operation of the equipment that is the subject of the Purchase a community outreach report (hereafter “Community Outreach Report”) summarizing the use of Community Outreach Grants, if any, and including a listing of the communities served by the Grantee MRF whose residents have been targeted by the Community Outreach Grant funded efforts.

- j. Project Background and Description:** The Grantee owns the Grantee MRF which is located in Lexington, Kentucky. The Grantee MRF receives commingled recyclable materials from community recycling programs and residential units in and around Central Kentucky. It is estimated by the Grantee that the Grantee MRF receives approximately 28,000 tons of recyclable materials annually from a service area that consists of approximately 98,000 households.

The purpose of the grant project that is the subject of this Grant Agreement is to support equipment upgrades and to optimize the sortation, recovery, and marketing of PP rigid recyclable packaging and other recyclable materials at the Grantee MRF. The Grantee intends to install a dual eject optical sorter to capture PP for the first time as well as more efficiently capture HDPE. This project and additional investments are funded in part by the US Environmental Protection Agency's SWIFR grant totaling \$1.8 million for MRF equipment upgrades at the Grantee MRF. Along with the PP sortation upgrade, the overall retrofit funded through the EPA, the Coalition and the Grantee will include the installation of scanners and robotics to improve the quality of multiple commodities, including PET. Cash Grants will provide capital for the Grantee to support the installation of one (1) dual eject optical targeting PP including supporting structures and storage bunker. The expected timeline for the start of installation is Spring of 2025.

To further support the recovery of PP at the Grantee MRF, the grant project also includes \$50,000 in Community Outreach Grant funding for educating residents among the communities that deliver recyclable material to the Grantee MRF. Community Outreach Grant funded education efforts will include outreach for residents about the acceptance of PP as a recyclable material as described in Section k hereof, can include mailers, digital campaigns and/or other outreach methods as agreed upon by the Parties, and must be completed within twelve (12) months of operation of the equipment that is the subject of the Purchase.

The Grantee expects to capture an additional 510 new tons of PP annually as a result of this project. The actual amount of PP successfully recycled will be confirmed through Grantee reports as described in Section i, Reporting and Additional Post-Award Requirements, hereof.

- k. Public Outreach Requirements:** Regardless of whether the Grantee has been awarded Community Outreach Grant funding, the Grantee will work in coordination with The Partnership to promote the collection, recycling and circularity of PP as follows:
- i. By informing the community recycling programs delivering recyclable materials to the Grantee MRF that the Grantee has the capacity to accept and sort PP;
  - ii. By updating its web site to explicitly reflect that PP is an accepted material at the Grantee MRF; and
  - iii. By connecting the program managers of the communities whose recyclables are processed at the Grantee MRF with The Partnership's PP outreach resources and urging said communities to update their own websites and outreach materials to reflect that PP is accepted by their recycling programs.

**I. Distribution Schedule and Requirements:** Cash Grants will be distributed by The Partnership as follows:

- i. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been ordered and shipped from the equipment supplier, and that a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community has been submitted.
- ii. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been installed and is operable.
- iii. Thirty-one percent (31%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the first twelve (12) months of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all required public outreach requirements as set out in Section k hereof. In addition, if the Grantee has been awarded Community Outreach Grant funding, then the Grantee must also submit the Community Outreach Report as described in Section i Part vii hereof and, as provided for in Paragraph 4 hereof, the amount of Cash Grants distributed shall be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded.
- iv. The remaining amount of Cash Grants, if any, but not more than five percent (5%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership determining in its sole discretion that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the initial twenty-four (24) months following the first date of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all other grant-related activities due as of the date the Grantee submits such Report.

Notwithstanding anything herein to the contrary,

- v. The Partnership may withhold making one or more Cash Grants if the Grantee does not meet its reporting obligations or additional post-award requirements as set out in Section i hereof; and
- vi. In the event the Grantee breaches Section i Part ii hereof by not maintaining (i) the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP or (ii) such alternative equipment for such purposes as approved by The

Partnership for a minimum of five (5) years following the installation of the equipment that is the subject of the Purchase, as determined by The Partnership in its sole discretion, the Grantee acknowledges and agrees that The Partnership shall be entitled to recover from the Grantee fifteen percent (15%) of the total Purchase Grants amount,. Before bringing a proceeding alleging breach of Section i Part ii hereof, The Partnership must provide written notice to the Grantee of its belief that such breach occurred within thirty (30) days of The Partnership's knowledge of the existence of the conditions giving rise to such belief, and the notice shall describe the conditions believed to constitute a breach. The Grantee shall have thirty (30) days to respond to such notice and, if practicable, to remedy such conditions.

- m. Project Budget and Grant Funding:** The amounts set forth in the table below represent The Partnership's intended total distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Equipment and Technology (Purchase Grants)	Grant funding to support the purchase and installation of equipment by the Grantee to enable and enhance PP recovery at the Grantee MRF.	\$250,000
Outreach Support (Community Outreach Grants)	Grant funding, if any, to support education and outreach activities that raise public awareness about Grantee's ability to accept and recycle PP at the Grantee MRF and to encourage participation in PP recycling.	\$50,000
Total		\$300,000

Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. As specified in Section l hereof, Cash Grants will be distributed as the Grantee accomplishes certain milestones associated with the Purchase. The table below sets out such milestones and the related anticipated Cash Grants distribution amounts:

Expenditure / Achievement Milestone*	Grant Distribution Percentage	Grant Distribution Amount
Equipment Ordered and Shipped from Supplier	32%	\$96,000
Equipment Installed and Operable	32%	\$96,000
Semi-Annual Project Reports Submitted for the First Year of Operation	31%	\$93,000
Semi-Annual Project Reports Submitted for First Two (2) Years of Operation	5%	\$15,000
<b>TOTAL:</b>	<b>100%</b>	<b>\$300,000</b>
*Milestones and associated obligations are described in detail in Section l of Attachment A hereof.		

As specified in Paragraph 4 hereof, if the Grantee has been awarded Community Outreach Grants, then the amount of Cash Grants distributed may be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded. All costs associated with implementation of the project that is the subject of this Grant Agreement beyond the grant funding provided by The Partnership are solely the responsibility of the Grantee.

- n. Management of Recyclable Materials:** The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee that have been delivered to the

Grantee MRF to be processed using equipment associated with the Purchase will be managed responsibly for recycling, recovery, and remanufacturing into new products. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials received and processed by the Grantee at the Grantee MRF will be managed responsibly.

- o. Compliance with Laws and Non-Compliance Notification:** The Grantee hereby certifies that as of the Effective Date, the Grantee MRF is not knowingly in violation of any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement. The Grantee further certifies that as of the Effective Date, the Grantee MRF is not knowingly subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF. If the Grantee MRF (i) violates any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement or (ii) becomes subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF, the Grantee shall provide prompt written notice to the primary and secondary contacts of The Partnership set out in Paragraph 6 hereto.

**[The balance of this page is intentionally left blank.]**

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT AWARD OF \$300,000.00 FROM THE RECYCLING PARTNERSHIP, INC., FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, DIVISION OF WASTE MANAGEMENT, IN ORDER TO PURCHASE RECYCLING EQUIPMENT AND FOR OUTREACH ACTIVITIES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement, which is attached hereto and incorporated herein by reference, and accept a Grant in the amount of \$300,000.00 from The Recycling Partnership, Inc., for the Department of Environmental Quality and Public Works, Division of Waste Management, in order to purchase recycling equipment and for outreach activities, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0198-24:ANB:4859-0236-2281, v. 1



RESOLUTION NO. 106 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT AWARD OF \$300,000.00 FROM THE RECYCLING PARTNERSHIP, INC., FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, DIVISION OF WASTE MANAGEMENT, IN ORDER TO PURCHASE RECYCLING EQUIPMENT AND FOR OUTREACH ACTIVITIES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement, which is attached hereto and incorporated herein by reference, and accept a Grant in the amount of \$300,000.00 from The Recycling Partnership, Inc., for the Department of Environmental Quality and Public Works, Division of Waste Management, in order to purchase recycling equipment and for outreach activities, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

  
 \_\_\_\_\_  
 MAYOR

ATTEST:

  
 \_\_\_\_\_  
 CLERK OF URBAN COUNTY COUNCIL

0198-24:ANB:4859-0236-2281, v. 1

## **RECYCLING PARTNERSHIP GRANT AGREEMENT**

This agreement ("Grant Agreement") is hereby made and entered into on the last date of execution below ("Effective Date"), by and between The Recycling Partnership, Inc. ("The Partnership") and Lexington-Fayette Urban County Government ("Grantee"), which are referred to collectively herein as ("the Parties"), and individually as ("a Party").

### **RECITALS**

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government that operates one or more Material Recovery Facilities sorting residential recyclables (collectively, "MRFs" and individually, a "MRF"), including a MRF located at 360 Thompson Rd, Lexington, KY 40508 (hereafter "Grantee MRF");

WHEREAS, the Grantee desires to purchase equipment as described under Attachment A, Section j, Project Background and Description, to increase the collection, recycling and circularity of polypropylene ("PP"), including PP rigid recyclable packaging, and to permit the Grantee to increase the scale of collection and delivery of PP to an end market (hereafter, "Purchase");

WHEREAS, the Parties have determined the Purchase will result in increases in the collection, recycling and circularity of PP and allow the Grantee to increase the scale of collection and delivery of PP to an end market;

WHEREAS, The Partnership has determined the Purchase will increase PP recycling and provide environmental benefits and thereby further charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by granting funds to the Grantee to facilitate the Purchase; and

WHEREAS, the Grantee is willing to accept grant funds from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the equipment that is the subject of the Purchase with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership and/or donors to The Partnership's Polypropylene Recycling Coalition (hereafter, "Coalition") in such manner and under such terms as the Parties shall reasonably agree.

THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and Attachment A hereto captioned Terms and Conditions and Grantee Work Plan. This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.

2. **Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends sixty (60) months following the date of the initial operation of the equipment that is the subject of the Purchase, unless the Parties agree to extend the Grant Period by amending this Grant Agreement as provided in Paragraph 7 hereof.

3. **Duties of The Partnership and Grantee:** Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to support the Purchase ("Purchase Grants") and in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000) to support community outreach activities ("Community Outreach Grants"). Purchase Grants and Community Outreach Grants, if any, are collectively referred to herein as "Cash Grants" and Cash Grants may be distributed to the Grantee by check or direct deposit, as the Parties shall mutually agree. In exchange for the Cash Grants, the Grantee will (i) take reasonable steps to promptly complete the Purchase and to conduct community outreach activities under the terms and conditions hereof, (ii) commit reasonable employee time and resources to comply with the terms and conditions of this Grant Agreement, (iii) provide such recycling data and other information to The Partnership as set out in this Grant Agreement and as the Parties shall reasonably agree, and (iv) provide such recognition to The Partnership and/or donors to the Coalition in such manner and under such terms as the Parties shall reasonably agree

4. **Cash Grant Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee in support of actual allowable expenditures the Grantee has made or otherwise will incur during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure") or as otherwise allowed pursuant to this Agreement. An Allowable Expenditure for Purchase Grants is one associated with work performed or goods or services acquired to complete the Purchase as mutually agreed upon by the parties. An Allowable Expenditure for Community Outreach Grants, if any, is one associated with work performed or goods or services acquired to support community outreach activities of the Grantee related to the acceptance of PP at the Grantee MRF as determined as mutually agreed upon by the parties. As described in Section 1 of Attachment A, the Grantee shall submit requests for the distribution of Cash Grants to The Partnership as certain project milestones are accomplished. If the Grantee has been awarded Community Outreach Grants, then in order to be eligible for the distribution of the full amount of Cash Grants, the Grantee must demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded as described in Paragraph 3 hereof. If the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants awarded, then the final amount of Cash Grants distributed shall be reduced by an amount equal to the amount of Community Outreach Grants awarded minus the amount of Allowable Expenditures for Community Outreach Grants demonstrated. The Partnership shall make distributions of Cash Grants to the Grantee within thirty (30) days of receiving from the Grantee one or more invoices prepared as described in Paragraph 5 hereof documenting Allowable Expenditures. Initial Cash Grants from The Partnership for Allowable Expenditures will not exceed ninety-five percent (95%) of the total Cash Grants amount and the remaining amount of Cash Grants to

be distributed for Allowable Expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be paid as described in Section I Part iv of Attachment A hereof.

**5. Invoices:** The Grantee shall submit requests for the distribution of Cash Grants to The Partnership in the form of an invoice using a template provided by The Partnership. Requests for distribution of Cash Grants shall include copies of invoices or documents associated with Allowable Expenditures or summarizing the achievement of the milestone for which the Grantee is seeking distribution. The Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid or to be paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of achievement of milestones by the Grantee for each Allowable Expenditure submitted. Requests for the distribution of Cash Grants associated with Community Outreach Grants shall include copies of invoices or documents associated with each Allowable Expenditure for Community Outreach Grants and must also be accompanied by documentation that provides evidence of payment by the Grantee for each such Allowable Expenditure. Grantee's failure to demonstrate the expenditure of the full amount of Community Outreach Grants, if any, shall result in a reduction of the total Cash Grants to be paid as stipulated in Paragraph 4 hereof.

**6. Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

Primary Partnership Contact:	Secondary Partnership Contact:	Grantee Contact:
Rob Taylor, VP of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Spence Davenport, Senior Director of Processing Advancement Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Tracey Turner, Director, Division of Waste Management Telephone: (859) 280-8586 Email: tthurman@lexingtonky.gov

**7. Amendments and Changes to Cash Grants Amount:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 6 hereof.

**8. Assignment, Successors and Assigns:** Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

*[signature page follows]*

The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: 

Rob Taylor  
VP of Grants and Community Development

Date: March 21, 2024

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 

Linda Gorton  
Mayor

Date: 3/26/2024

## ATTACHMENT A: TERMS AND CONDITIONS AND GRANTEE WORK PLAN

- a. **Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee may retain such amount of the Cash Grants distributed by The Partnership equal to the total amount of actual Allowable Expenditures incurred plus Community Outreach Grants, if any, received prior to the termination effective date.
- b. **Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 6 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 6 hereof.
- c. **Lobbying and Political Activity:** The Grantee shall not use or appropriate Cash Grants to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. **Extensions:** The Partnership may grant extensions for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts as set out in Paragraph 6 hereof at least sixty (60) days prior to the due date of an obligation.
- e. **Retroactive Costs:** Costs incurred before the Grant Period will not be treated as Allowable Expenditures unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof. The Partnership understands that prior to the Grant Period the Grantee has already undertaken expenditures associated with the Purchase including a payment to a Grantee-hired vendor for equipment to sort PP containers and agrees to treat costs associated with this equipment as an Allowable Expenditure for Purchase Grants.
- f. **Travel Expenses:** Cash Grants may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof.
- g. **Press Events, Educational Materials and Logo Usage:** The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to (i) designating a suitable representative to appear on behalf of the Grantee at publicity events, (ii) providing relevant and pertinent information to be included in press releases and distributions, (iii) allowing, only after written permission has been provided by the Grantee, for Grantee or Partnership generated images or content associated with the grant to be included in newsletters or other publications produced by The Partnership, and (iv) responding as appropriate to relevant and

pertinent press inquiries. The foregoing may include, as the Parties shall reasonably agree, one or more donors to Coalition. The Grantee further agrees to permit, as the Parties shall reasonably agree, the use of the names and/or logos of the Grantee, The Partnership and/or one or more donors to such Coalition on one or more educational materials related to the project that is the subject of this Grant Agreement. Grantee's logo shall not be used without prior written approval by the Grantee. The Partnership agrees to give reasonable notice to the Grantee's contact set out in Paragraph 6 hereof regarding any such press events and educational materials.

The Grantee further agrees to provide The Partnership with reasonable notice in advance of any efforts by the Grantee to publicize the project benefiting from Cash Grants for the purpose of allowing the Parties to coordinate any public announcements about the project.

If the Grantee has been awarded Community Outreach Grants, then the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials developed and/or implemented in association with Community Outreach Grant funding unless otherwise agreed by the Parties or prohibited by law. Prior to finalization of such educational materials, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo and associated use of the "Funded in part by" phrasing. The purpose of the logo usage requirement is to publicly recognize The Partnership's support for the Community Outreach Grant funded efforts.

- h. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee in such manner as determined appropriate by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- i. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with the following requirements:

  - i. Sending The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b of Appendix A hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
  - ii. Maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP for a minimum of five (5) years following the first date of operation of such equipment. Any use of alternative equipment for the

acceptance, sortation and marketing of PP during such five (5) year period shall require the prior written approval of The Partnership based on sufficient evidence, as determined by The Partnership in its sole discretion, that such alternative equipment will result in equal or greater capture capability and quality than the equipment that is the subject of the Purchase. Additionally, if a request to use alternative equipment is approved, the equipment that is the subject of the Purchase shall then be utilized for the sorting of other marketable recyclables, as determined by The Partnership in its sole discretion.

- iii. Delivering semi-annual project reports (collectively, "Semi-Annual Project Reports" and individually, a "Semi-Annual Project Report") to The Partnership for five (5) years following the initial operation of the equipment that is the subject of the Purchase, which shall include (i) the dates the equipment that is the subject of the Purchase was installed and became operable, (ii) submitting for review by The Partnership a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community, (iii) the total tons of PP captured and baled at the Grantee MRF per month for the semi-annual period in question, (iv) the total tons of inbound comingled residential material received per month at the Grantee MRF for the semi-annual period in question, (v) PP prevalence analysis and composition and/or PP as a percentage of the overall residential stream received during the semi-annual period in question, (vi) reporting on the end market(s) used for the PP material shipped from the Grantee MRF during the semi-annual period in question, and (vii) such other information as The Partnership and the Grantee shall reasonably agree.
- iv. Submitting to interviews and providing audit and other information regarding the installation and operation of the equipment that is the subject of the Purchase as the Parties shall reasonably agree.
- v. Participating during the Grant Period as reasonably requested in the education of (i) city partners and others regarding the acceptance of PP and (ii) residents regarding such acceptance.
- vi. Submitting for review by The Partnership a draft of the final project report (hereafter "Final Project Report") at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Project Report. The Partnership will also provide feedback to the Grantee regarding the draft Final Project Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Project Report. The Final Project Report shall be delivered to The Partnership within sixty (60) days of the end of the Grant Period unless the Parties agree in writing to extend such period.
- vii. Delivering to The Partnership within (30) days of the end of the twelve (12) months following the first date of operation of the equipment that is the subject of the Purchase a community outreach report (hereafter "Community Outreach Report") summarizing the use of Community Outreach Grants, if any, and including a listing of the communities served by the Grantee MRF whose residents have been targeted by the Community Outreach Grant funded efforts.



- j. Project Background and Description:** The Grantee owns the Grantee MRF which is located in Lexington, Kentucky. The Grantee MRF receives commingled recyclable materials from community recycling programs and residential units in and around Central Kentucky. It is estimated by the Grantee that the Grantee MRF receives approximately 28,000 tons of recyclable materials annually from a service area that consists of approximately 98,000 households.

The purpose of the grant project that is the subject of this Grant Agreement is to support equipment upgrades and to optimize the sortation, recovery, and marketing of PP rigid recyclable packaging and other recyclable materials at the Grantee MRF. The Grantee intends to install a dual eject optical sorter to capture PP for the first time as well as more efficiently capture HDPE. This project and additional investments are funded in part by the US Environmental Protection Agency's SWIFR grant totaling \$1.8 million for MRF equipment upgrades at the Grantee MRF. Along with the PP sortation upgrade, the overall retrofit funded through the EPA, the Coalition and the Grantee will include the installation of scanners and robotics to improve the quality of multiple commodities, including PET. Cash Grants will provide capital for the Grantee to support the installation of one (1) dual eject optical targeting PP including supporting structures and storage bunker. The expected timeline for the start of installation is Spring of 2025.

To further support the recovery of PP at the Grantee MRF, the grant project also includes \$50,000 in Community Outreach Grant funding for educating residents among the communities that deliver recyclable material to the Grantee MRF. Community Outreach Grant funded education efforts will include outreach for residents about the acceptance of PP as a recyclable material as described in Section k hereof, can include mailers, digital campaigns and/or other outreach methods as agreed upon by the Parties, and must be completed within twelve (12) months of operation of the equipment that is the subject of the Purchase.

The Grantee expects to capture an additional 510 new tons of PP annually as a result of this project. The actual amount of PP successfully recycled will be confirmed through Grantee reports as described in Section i, Reporting and Additional Post-Award Requirements, hereof.

- k. Public Outreach Requirements:** Regardless of whether the Grantee has been awarded Community Outreach Grant funding, the Grantee will work in coordination with The Partnership to promote the collection, recycling and circularity of PP as follows:
- i. By informing the community recycling programs delivering recyclable materials to the Grantee MRF that the Grantee has the capacity to accept and sort PP;
  - ii. By updating its web site to explicitly reflect that PP is an accepted material at the Grantee MRF; and
  - iii. By connecting the program managers of the communities whose recyclables are processed at the Grantee MRF with The Partnership's PP outreach resources and urging said communities to update their own websites and outreach materials to reflect that PP is accepted by their recycling programs.

**I. Distribution Schedule and Requirements:** Cash Grants will be distributed by The Partnership as follows:

- i. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been ordered and shipped from the equipment supplier, and that a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community has been submitted.
- ii. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been installed and is operable.
- iii. Thirty-one percent (31%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the first twelve (12) months of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all required public outreach requirements as set out in Section k hereof. In addition, if the Grantee has been awarded Community Outreach Grant funding, then the Grantee must also submit the Community Outreach Report as described in Section i Part vii hereof and, as provided for in Paragraph 4 hereof, the amount of Cash Grants distributed shall be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded.
- iv. The remaining amount of Cash Grants, if any, but not more than five percent (5%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership determining in its sole discretion that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the initial twenty-four (24) months following the first date of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all other grant-related activities due as of the date the Grantee submits such Report.

Notwithstanding anything herein to the contrary,

- v. The Partnership may withhold making one or more Cash Grants if the Grantee does not meet its reporting obligations or additional post-award requirements as set out in Section i hereof; and
- vi. In the event the Grantee breaches Section i Part ii hereof by not maintaining (i) the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP or (ii) such alternative equipment for such purposes as approved by The

Partnership for a minimum of five (5) years following the installation of the equipment that is the subject of the Purchase, as determined by The Partnership in its sole discretion, the Grantee acknowledges and agrees that The Partnership shall be entitled to recover from the Grantee fifteen percent (15%) of the total Purchase Grants amount,. Before bringing a proceeding alleging breach of Section i Part ii hereof, The Partnership must provide written notice to the Grantee of its belief that such breach occurred within thirty (30) days of The Partnership's knowledge of the existence of the conditions giving rise to such belief, and the notice shall describe the conditions believed to constitute a breach. The Grantee shall have thirty (30) days to respond to such notice and, if practicable, to remedy such conditions.

- m. Project Budget and Grant Funding:** The amounts set forth in the table below represent The Partnership's intended total distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Equipment and Technology (Purchase Grants)	Grant funding to support the purchase and installation of equipment by the Grantee to enable and enhance PP recovery at the Grantee MRF.	\$250,000
Outreach Support (Community Outreach Grants)	Grant funding, if any, to support education and outreach activities that raise public awareness about Grantee's ability to accept and recycle PP at the Grantee MRF and to encourage participation in PP recycling.	\$50,000
Total		\$300,000

Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. As specified in Section l hereof, Cash Grants will be distributed as the Grantee accomplishes certain milestones associated with the Purchase. The table below sets out such milestones and the related anticipated Cash Grants distribution amounts:

Expenditure / Achievement Milestone*	Grant Distribution Percentage	Grant Distribution Amount
Equipment Ordered and Shipped from Supplier	32%	\$96,000
Equipment Installed and Operable	32%	\$96,000
Semi-Annual Project Reports Submitted for the First Year of Operation	31%	\$93,000
Semi-Annual Project Reports Submitted for First Two (2) Years of Operation	5%	\$15,000
<b>TOTAL:</b>	<b>100%</b>	<b>\$300,000</b>
*Milestones and associated obligations are described in detail in Section l of Attachment A hereof.		

As specified in Paragraph 4 hereof, if the Grantee has been awarded Community Outreach Grants, then the amount of Cash Grants distributed may be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded. All costs associated with implementation of the project that is the subject of this Grant Agreement beyond the grant funding provided by The Partnership are solely the responsibility of the Grantee.

- n. Management of Recyclable Materials:** The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee that have been delivered to the

Grantee MRF to be processed using equipment associated with the Purchase will be managed responsibly for recycling, recovery, and remanufacturing into new products. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials received and processed by the Grantee at the Grantee MRF will be managed responsibly.

- o. Compliance with Laws and Non-Compliance Notification:** The Grantee hereby certifies that as of the Effective Date, the Grantee MRF is not knowingly in violation of any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement. The Grantee further certifies that as of the Effective Date, the Grantee MRF is not knowingly subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF. If the Grantee MRF (i) violates any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement or (ii) becomes subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF, the Grantee shall provide prompt written notice to the primary and secondary contacts of The Partnership set out in Paragraph 6 hereto.

**[The balance of this page is intentionally left blank.]**



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0201-24**

**File ID:** 0201-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 039-2024

**In Control:** Urban County  
Council

**File Created:** 02/15/2024

**File Name:** Temporary Winter Shelter for Families Amendment

**Final Action:** 03/07/2024

**Title:**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional \$40,000 of Federal Funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the Mayor to execute any other needed Agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

**Notes:** Stamped and filed in the CCO. Returned to Jeff Herron 3/14/2024. MS

**Sponsors:**

**Enactment Date:** 03/07/2024

**Attachments:** 24-Blue Sheet OHPI Winter Family Motel Shelter Amendment, First Amendment to Subrecipient Agreement 4857-5676-5861 v.1 - JH, Executed Agreement - FY24 EFH Winter Motel Shelter, R 623-2023, 201-24 -- Amendment to Subrecipient Agreement with Community Action Council for Temp Shelter 4864-3504-5801 v.2.docx, R-086-2024, Contract #039-2024

**Enactment Number:** R-086-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Jeff Herron

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
2	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Suspended Rules for Second Reading				Pass

**Text of Legislative File 0201-24**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional \$40,000 of Federal Funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the Mayor to execute any other needed Agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

**Summary**

Authorization to execute an Amendment to an Agreement with Community Action Council to provide additional funding in the amount of \$40,000 for the operation of limited capacity Temporary Winter Motel Shelter Services for Families, increasing the total funding to \$88,500. Funds are Budgeted. (L0201-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Brittany Smith, 2/12/2024

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3230-155003-0001-78112

This Fiscal Year Impact: \$40,00.00

Annual Impact: \$0

Project: AR\_OHPI\_2024

Activity: FED\_GRANT

Budget Reference: 2024

Current Balance: \$160,988.00



**TO:** LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL

**FROM:** CHARLIE LANTER, COMMISIONER  
DEPARTMENT OF HOUSING ADVOCACY & COMMUNITY  
DEVELOPMENT

**DATE:** February 15, 2024

**SUBJECT:** Amendment to Agreement with Community Action Council

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**Request:** Council authorization to execute amendment to an agreement with Community Action Council to provide additional funding for operation of Temporary Winter Motel Shelter Services. This program provides temporary emergency shelter during the winter season for families with minor children.

**Purpose of Request:** On November 16, 2023 (Resolution 623-2023, Council authorized execution of an agreement in the amount of \$48,500 with Community Action Council for operation of Temporary Winter Motel Shelter Services. This funding allows Community Action Council to maintain a limited number of motel rooms as emergency shelter to assist families with minor children presenting within the homeless response system and lacking other shelter options. Under this program, Community Action Council provides short-term hotel stays, assists with basic needs, and provides case management to move households to permanent housing. This program operates between November 1, 2023, and April 1, 2024.

Based upon the level of community need, the Homelessness Prevention and Intervention Board approved a commitment of an additional \$40,000 in funding for this program. The Office of Homelessness Prevention and Intervention seeks authorization to amend the agreement with Community Action Council to increase total funding to an amount not to exceed \$88,500.

**What is the Cost in this budget year and future budget years?** Cost in FY24 is \$40,000.  
The cost for future FY25 is: \$0

**Are the funds budgeted?** Yes  
Account number: 3230-155003-0001-78112 (AR\_OHPI\_2024)

**File Number:** 0201-24

**Director/Commissioner:** Herron/Lanter



## FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

**THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT** (“Amendment”), is made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “GOVERNMENT”), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as “SUBRECIPIENT”).

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 (“Agreement”), in which the SUBRECIPIENT was allocated \$48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as “ARPA”);

**WHEREAS**, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

- A. Section I.F of the Agreement, titled: “STATEMENT OF WORK – Payment” shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed **\$88,500.00**.
- B. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

\_\_\_\_\_  
Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council



COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON, HARRIS  
AND NICHOLAS COUNTIES, INC.

BY \_\_\_\_\_  
Sharon Price, Executive Director

4857-5676-5861, v. 1

DRAFT

## AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

**THIS AGREEMENT**, is made and entered into on 28<sup>th</sup> day of November 2023, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, the GOVERNMENT been awarded federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 (referred to herein as "ARPA") to provide for payment of eligible expenses;

**WHEREAS**, ARPA provides that payments for services to aid communities disproportionately impacted by the COVID-19 pandemic, including the homeless or those who are at-risk of homelessness, is an eligible use;

**WHEREAS**, the SUBRECIPIENT has agreed to secure three (3) hotel/motel rooms per night for the term of this Agreement in order to provide non-congregate emergency shelter and wraparound supportive services for homeless families caring for minor children in Fayette County;

**WHEREAS**, the GOVERNMENT now desires to use funds received pursuant to ARPA for the payment of these non-congregate shelter and wraparound services provided by the SUBRECIPIENT;

**WHEREAS**, the parties mutually understand and agree that the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement ("Agreement") with the SUBRECIPIENT;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### **I. STATEMENT OF WORK**

#### **A. Activities**

The SUBRECIPIENT shall provide temporary, non-congregate emergency shelter services at hotels and/or motels procured by the Organization, and wraparound supportive services, to families caring for minor children while also experiencing homelessness in Fayette County, as described in Exhibit 1 (Scope of Work). The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

#### **B. Performance Monitoring**

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Documents.

The following additional documents are included with this Agreement, and the terms and conditions stated therein and incorporated by reference, as if fully stated herein:

Exhibit 1: Scope of Work

Exhibit 2: Approved Budget

D. Budget and Use of Funds

Grant funds shall be used exclusively for the services described in Exhibit 1 in accordance with the budgeted amounts provided in Exhibit 2.

The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

E. Matching Funds

No matching funds are required for funding awarded under ARPA.

F. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$48,500.00. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expenses specified in Exhibit 1 and consistent with the budgeted amounts stated in Exhibit 2. SUBRECIPIENT's invoice must include copies of all invoices and receipts, employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses, as applicable.

SUBRECIPIENT understands that all Funds the GOVERNMENT receives under ARPA must be obligated on or before December 21, 2024. The SUBRECIPIENT agrees that it shall spend the entire amount of Funds provided under this Agreement during the Time of

Performance specified in Section I.G of this Agreement. If it becomes apparent to SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within 30 days of the termination of this Agreement.

SUBRECIPIENT agrees that GOVERNMENT has the right, at any time(s) during the Time of Performance specified herein, to request a review of any of the SUBRECIPIENT'S documentation, which may include but is not limited to invoices, expenditures, accounts receivables, and/or deliverables that use, mention, or otherwise obligate the Funds, to determine, solely within the GOVERNMENT'S discretion, whether the SUBRECIPIENT will likely be able to use the entire amount of the Funds on or before the termination date of this Agreement. If after this review, the GOVERNMENT determines, solely within its discretion, that the SUBRECIPIENT appears unlikely to be able to use the entire amount of the Funds within the Time of Performance specified herein, then the GOVERNMENT shall have the right to terminate this Agreement by providing thirty (30) days prior written notice. If the GOVERNMENT terminates the Agreement pursuant to this paragraph, then any Funds disbursed to SUBRECIPIENT but not yet expensed shall be immediately returned to GOVERNMENT, and all close-out procedures provided in this Agreement shall be followed on or before the thirtieth day after the day of notice.

G. Schedule – Time of Performance

The term of this Agreement shall be retroactive to November 1, 2023, and last until April 30, 2024.

H. Conflict.

To the extent this Agreement conflicts with the terms and conditions in any Exhibit, the terms of this Agreement will control, followed by the terms of Exhibit 1, then Exhibit 2.

I. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly. Failure to submit an invoice in two or more consecutive months may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

**II. RECORDS AND REPORTS**

- A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of

information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter “Section 501”); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

**B. Records to be Maintained**

The SUBRECIPIENT shall maintain all records documenting its compliance with ARPA, its accompanying regulations, and any and all interpretive guidance issued by the U.S. Treasury. SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). SUBRECIPIENT further agrees to maintain the following records:

- i. Any and all records specified in this Agreement, any Exhibits to this Agreement, any Amendments to this agreement, and any Addenda to this Agreement;
- ii. Any and all timesheets and payroll records for all employees who are paid with Funds provided pursuant to this Agreement;
- iii. All documents indicating the cost to the SUBRECIPIENT for payment of employees’ fringe benefits, if those benefits were paid with Funds provided pursuant to this Agreement;
- iv. Any and all documents generated during the procurement process;
- v. Any and all receipts for all purchases made using Funds provided pursuant to this agreement;
- vi. Any and all documents specifically requested by GOVERNMENT.

**C. Client Data and Other Sensitive Information**

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by ARPA and Section 501, to the extent applicable. The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person identified in Section VIII of this Agreement, and

- iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### D. Retention

The SUBRECIPIENT shall retain all records identified herein and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

#### E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Reports are due by the 15th of the month.

Reports shall be generated from the Kentucky Homelessness Management Information Systems via the CoC APR, which provides information on the activities accomplished. Specifically, this report provides information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

#### F. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

#### G. Audits, Inspections and Monitoring

##### 1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's federal awards expended during the

respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

## **2. Inspections and Monitoring**

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement.

### **H. Access to Records**

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, the U.S. Department of Treasury or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## **III. PROGRAM INCOME**

"Program Income" means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

## **IV. SUSPENSION AND TERMINATION**

### **A. Right of Termination**

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day.

#### **B. Recapture of Funds; Breach of Agreement**

In the event of any of the following events ("Breach"), GOVERNMENT may suspend SUBRECIPIENT'S authority to draw Funds by giving thirty (30) days' written notice:

- (a) SUBRECIPIENT does not diligently pursue the activities detailed in Exhibit 1;
- (b) SUBRECIPIENT violates any of the terms of this Agreement or any federal law governing the use of the Funds;
- (c) Any representation or warranty made herein, or in any certificate, report, or statement furnished to GOVERNMENT in connection with the Funds proves to have been untrue or misleading in any material respect when made;

After providing the aforementioned written notice of the Breach, GOVERNMENT has the right, in its sole discretion, to terminate the Agreement by providing written notice in accordance with this Agreement, which shall thereby terminate any obligation to disburse any remaining Funds allocated under this Agreement, and/or require repayment of Funds already disbursed. SUBRECIPIENT expressly agrees that GOVERNMENT may exercise any available remedies at law, in equity, or in bankruptcy, if the SUBRECIPIENT commits any Breach specified above.

### **V. REVERSION OF ASSETS**

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

### **VI. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:



A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with its own policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. GOVERNMENT has had the opportunity to review and approve such policies.

2. Debarment Certification

The SUBRECIPIENT acknowledges that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR 570.489(l). Funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

## **VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS**

### **A. General**

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, and all other applicable federal statutes, regulations, and executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing

language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964

and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

#### D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a).

The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibit 1 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

The SUBRECIPIENT agrees to comply with all requirements stated in 37 CFR Part 401, to the extent applicable.

J. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

- R. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any



of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:

- A member of Congress or a representative of a committee of Congress;
  - An inspector General;
  - The Government Accountability Office;
  - A Treasury employee responsible for contract or grant oversight or management;
  - An authorized official of the Department of Justice or other law enforcement agency;
  - A court or grand jury; and/or
  - A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- S. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- T. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **VIII. GENERAL PROGRAM CONDITIONS**

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.
- C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.
- D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.
- F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0292/SLFRP3418 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."
- G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- H. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by SUBRECIPIENT's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

- K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.
- L. SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the GOVERNMENT in order to protect the GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the SUBRECIPIENT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate (or \$2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	\$1 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). The GOVERNMENT shall be named as an additional insured in the General Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

After insurance has been approved by the GOVERNMENT, evidence of renewal of an expiring policy must be submitted to the GOVERNMENT, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT's Division of Risk Management, upon review of evidence of SUBRECIPIENT's financial capacity to respond to claims. Any such programs or retentions must provide SUBRECIPIENT with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBRECIPIENT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBRECIPIENT agrees to provide the GOVERNMENT's Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

SUBRECIPIENT agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

SUBRECIPIENT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the GOVERNMENT.

- M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.
- N. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

- O. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit to this Agreement, which are attached hereto and incorporated herein by reference.
- P. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.
- Q. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the HMIS program software.
- R. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.
- S. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- T. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- U. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- V. If the SUBRECIPIENT breaches any term of this Agreement or any document attached hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- W. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is

mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

Jeff Herron  
Office of Homelessness Prevention and Intervention  
200 E. Main Street, Lexington, KY 40507  
jherron@lexingtonky.gov  
GOVERNMENT

Sharon Price  
Executive Director  
Community Action Council for  
Lexington-Fayette, Bourbon, Harris and Nicholas Counties, Inc.  
710 W. High Street  
Lexington, Ky. 40576  
Sharon.Price@commaction.org  
SUBRECIPIENT

- X. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
- Y. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- Z. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

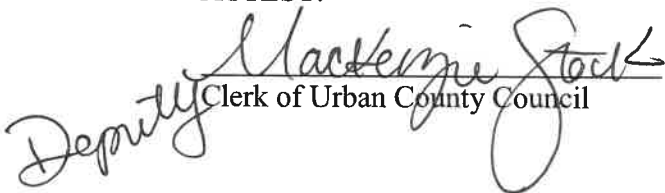
IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT



Linda Gorton, Mayor

ATTEST:



Deputy Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON, HARRIS AND  
NICHOLAS COUNTIES, INC.

BY   
Sharon Price, Executive Director

RESOLUTION NO. 623 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SUBRECIPIENT AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), ALLOCATING \$48,500.00 OF FUNDS AWARDED PURSUANT TO THE AMERICAN RESCUE PLAN ACT (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement, attached hereto and incorporated herein by reference, with Community Action Council for Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating \$48,500.00 of funds awarded pursuant to the American Rescue Plan Act of 2021 to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed \$48,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Agreement.

Section 4 -- That this Resolution shall become effective as of November 1, 2023.

PASSED URBAN COUNTY COUNCIL: November 16, 2023

MAYOR

*Rinda Gorton*

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

1150-23:BGS:X:\CASES\COMDEV\23-LE0001\LEG\00799871.DOCX



RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL \$40,000.00 OF FEDERAL FUNDS (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional \$40,000.00 of federal funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed \$88,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 -- That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 086 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL \$40,000.00 OF FEDERAL FUNDS (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional \$40,000.00 of federal funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed \$88,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 -- That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

R-086-2024  
Contract #039-2024

## FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

**THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT** ("Amendment"), is made and entered into on 14<sup>th</sup> day of March, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated \$48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as "ARPA");

**WHEREAS**, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

- A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Payment" shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed \$88,500.00.
- B. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

*Linda Gorton*

Linda Gorton, Mayor


ATTEST:

*Markenzie Rock*  
Clerk of Urban County Council

*Deputy*

COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON, HARRIS  
AND NICHOLAS COUNTIES, INC.

BY

  
Sharon Price, Executive Director



## Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576  
 859-244-2212 Fax: 859-244-2219  
 Sharon.price@commaction.org

### MEMORANDUM

**DATE:** March 4, 2024

**TO:** Daniel Murphy, Chairperson (via email)

**FROM:** Sharon Price, Executive Director

**COPY:** Strategic Leadership Group (via email)  
 John Catron (via email)  
 Steve Amato (via email)  
 Fiscal (via email)  
 Front Desk – 710 (via email)

**RE:** March 5-13, 2024

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John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on March 5-13, 2024.

*Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.*

---

Sharon Price, M.S., CCAP  
 Executive Director  
 Community Action Council  
 P.O. Box 11610  
 Lexington, KY 40576  
 Office: 859-244-2213  
 Fax: 859-244-2219  
 Sharon.price@commaction.org



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0202-24**

**File ID:** 0202-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 02/15/2024

**File Name:** Amendment to #R-158-2021 Extended Social  
Resource Grant Program

**Final Action:** 03/21/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to amend Resolution No. 158-2021, which established priority areas for the Community Based Initiatives Program operated as part of the Extended Social Resource (ESR) Program, to add an additional priority area, Mental Health, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/21/2024

**Attachments:** 0202-24 Bluesheet Memo - Amendment to  
R-158-2021 ESR Program, R-158-2021, 0202-24  
Legislation 4871-1610-3592 v.1.docx, R-107-2024

**Enactment Number:** R-107-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/27/2024	Approved and Referred to Docket	Urban County Council	03/07/2024		Pass
1	Urban County Council	03/07/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Approved				Pass

## Text of Legislative File 0202-24

### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to amend Resolution No. 158-2021, which established priority areas for the Community Based Initiatives Program operated as part of the Extended Social Resource (ESR) Program, to add an additional priority area, Mental Health, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

### Summary

Authorization to amend Resolution No. 158-2021 that directs the Extended Social Resource (ESR) Program by amending Sections 3 and 7 to add a fourth priority area of Mental Health to the Community Based Initiatives Program, administered by the Department of Social Services. The priority areas would consist of Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, adding a fourth priority area of Mental Health. All funding would continue to be provided through Grants. No Budgetary impact. (L0202-24) (Allen-Bryant)

Budgetary Implications: No

Advance Document Review: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

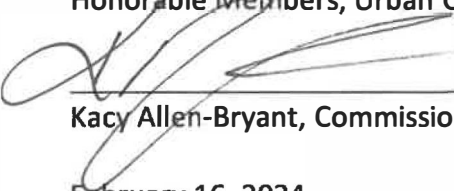
Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** February 16, 2024

**SUBJECT:** Amendment to Resolution #158-2021 Extended Social Resource (ESR) Program

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**Request:**

Request Council authorization to execute a First Amendment to Resolution #158-2021 and authorizing the Mayor to execute any other necessary amendments related to that Agreement.

**Why Are You Requesting?**

To amend Resolution #R-158-2021, which divided the Extended Social Resource (ESR) Program into two distinct and operationally independent components: the Community Based Initiative Program (CBI), administered by the Department of Social Services, and Overnight Emergency Shelter, administered by the Office of Homelessness Prevention and Intervention. The amendment in Sections 3 and 7 would be to add a priority area to the CBI, which would consist of Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, adding a fourth priority area of Mental Health, which would provide funding through grants.

**What is the cost in this budget year and future budget years?**

No cost pertaining to the Amendment, the Extended Social Resource Grant program is a line item in the annual budget.

**Are the funds budgeted?**

Will apply to the Extended Social Resources grant cycle process beginning in Fiscal Year 2025.

**File Number:** 0202-2024

**Director/Commissioner:** Theresa Maynard / Kacy Allen-Bryant





RESOLUTION NO. 158 – 2021

A RESOLUTION DIVIDING THE EXTENDED SOCIAL RESOURCE (ESR) PROGRAM INTO TWO DISTINCT AND OPERATIONALLY INDEPENDENT COMPONENTS: THE COMMUNITY BASED INITIATIVES PROGRAM, ADMINISTERED BY THE DEPARTMENT OF SOCIAL SERVICES, AND THE OVERNIGHT EMERGENCY SHELTER PROGRAM, ADMINISTERED BY THE OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION; SETTING A MINIMUM BUDGETARY FUNDING GOAL OF ONE PERCENT (1%) OF THE GENERAL FUND REVENUE COLLECTED FROM THE LAST FULL FISCAL YEAR; AND ESTABLISHING FUNDING PERCENTAGES FOR EACH COMPONENT OF THE ESR PROGRAM WITHIN THE ESR PROGRAM BUDGET.

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WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community; and

WHEREAS, this Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose and is within the powers of the Urban County Government as provided in its Charter and state law; and

WHEREAS, the Urban County Council wants to prioritize the funding of this Program by establishing a minimum goal amount to be budgeted each fiscal year; and

WHEREAS, the Urban County Council wants to establish permanent funding percentages for each component of the ESR Program within the total adopted ESR Program budget; and

WHEREAS, the Urban County Council wishes to separate the emergency shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives Program, administered by the Department of Social Services; and an Overnight Emergency Shelter Program, administered by the Office of Homelessness Prevention and Intervention; and

WHEREAS, the administration and management of the Overnight Emergency Shelter Program would be more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness; and

WHEREAS, the Lexington-Fayette Urban County Government has a lease agreement with the Hope Center Emergency Shelter, providing the organization with a facility in which to provide services to those experiencing homelessness; and

WHEREAS, the Lexington-Fayette Urban County Government Homelessness Prevention and Intervention Board identifies non-profits in the community that provide overnight emergency shelter for those experiencing homelessness and qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the above recitals are incorporated herein as if fully stated.

Section 2 – That the Lexington-Fayette Urban County Government desires to ensure funding is made available each fiscal year for its human service priority needs.

Section 3 – That the Extended Social Resource (ESR) Program shall contain two distinct and operationally independent components: (a) the Community Based Initiatives Program, which shall consist of the following priority areas: Community Wellness and Safety, Childhood and Youth Development, and Food Insecurity and Nutritional Access, and which shall provide funding through grants; and (b) the Overnight Emergency Shelter Program for the basic human right of overnight emergency shelter services for those experiencing homelessness, which shall include the Hope Center and all emergency shelters in Fayette County, even those previously funded outside the ESR Program, and which shall provide funding through grants or other agreements.

Section 4 - That in order to fund the ESR Program inclusive of the two established components, the Lexington-Fayette Urban County Government hereby establishes a funding goal, for each fiscal year, of at least one percent (1%) of the General Fund revenue collected from the last full fiscal year.

Section 5 – That sixty percent (60%) of the total amount provided for the ESR Program shall be allocated each fiscal year for the Community Based Initiatives Program.

Section 6 – That forty percent (40%) of the total amount provided for the ESR Program shall be allocated each fiscal year for the Overnight Emergency Shelter Program. This percentage will include agreements with any overnight emergency

shelters that have historically been provided funding assistance by the Government, through the ESR Program or otherwise.

Section 7 – That the Community Based Initiatives Program shall be administered and managed by the Department of Social Services. The Program shall provide funding to local non-profit applicants through grants for programs and services for the following priority areas: Community Wellness and Safety, Childhood and Youth Development, and Food Insecurity and Nutritional Access.

Section 8 – That the Overnight Emergency Shelter Program shall be administered and managed by the Office of Homelessness Prevention and Intervention. The Program shall provide funding to local non-profit applicants through grants or other agreements to provide the basic human right of overnight shelter services for those experiencing homelessness. This Program shall include any emergency shelter, including those previously funded by the Government through the ESR Program or otherwise.

Section 9 - That it is the intent of the Urban County Council that the funding goals and set percentages provided herein become part of each fiscal year budget of the Urban County Government unless otherwise provided in the final adopted budget for that fiscal year.

Section 10 – That such funding goals shall commence beginning with the Lexington-Fayette Urban County Government's Budget for Fiscal Year 2022, with the amount to be based upon the General Fund revenue collected from Fiscal Year 2020.

Section 11 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 18, 2021

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0258-21:EPT:X:\CASES\SOCIAL\21-LE0001\LEG\00722059.DOC

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO AMEND RESOLUTION NO. 158-2021, WHICH ESTABLISHED PRIORITY AREAS FOR THE COMMUNITY BASED INITIATIVES PROGRAM OPERATED AS PART OF THE EXTENDED SOCIAL RESOURCE (ESR) PROGRAM, TO ADD AN ADDITIONAL PRIORITY AREA, MENTAL HEALTH, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 3 of Resolution No. 158-2021 be and hereby is amended to read as follows:

Section 3 – That the Extended Social Resource (ESR) Program shall contain two distinct and operationally independent components: (a) the Community Based Initiatives Program, which shall consist of the following priority areas: Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, and Mental Health, and which shall provide funding through grants; and (b) the Overnight Emergency Shelter Program for the basic human right of overnight emergency shelter services for those experiencing homelessness, which shall include the Hope Center and all emergency shelters in Fayette County, even those previously funded outside the ESR Program, and which shall provide funding through grants or other agreements.

Section 2 – That Section 7 of Resolution No. 158-2021 be and hereby is amended to read as follows:

Section 7 – That the Community Based Initiatives Program shall be administered and managed by the Department of Social Services. The Program shall provide funding to local non-profit applicants through grants for programs and services for the following priority areas: Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, and Mental Health.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0202-24:TAH:4871-1610-3592, v. 1

RESOLUTION NO. 107 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO AMEND RESOLUTION NO. 158-2021, WHICH ESTABLISHED PRIORITY AREAS FOR THE COMMUNITY BASED INITIATIVES PROGRAM OPERATED AS PART OF THE EXTENDED SOCIAL RESOURCE (ESR) PROGRAM, TO ADD AN ADDITIONAL PRIORITY AREA, MENTAL HEALTH, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 3 of Resolution No. 158-2021 be and hereby is amended to read as follows:

Section 3 – That the Extended Social Resource (ESR) Program shall contain two distinct and operationally independent components: (a) the Community Based Initiatives Program, which shall consist of the following priority areas: Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, and Mental Health, and which shall provide funding through grants; and (b) the Overnight Emergency Shelter Program for the basic human right of overnight emergency shelter services for those experiencing homelessness, which shall include the Hope Center and all emergency shelters in Fayette County, even those previously funded outside the ESR Program, and which shall provide funding through grants or other agreements.

Section 2 – That Section 7 of Resolution No. 158-2021 be and hereby is amended to read as follows:

Section 7 – That the Community Based Initiatives Program shall be administered and managed by the Department of Social Services. The Program shall provide funding to local non-profit applicants through grants for programs and services for the following priority areas: Community Wellness and Safety, Childhood and Youth Development, Food Insecurity and Nutritional Access, and Mental Health.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 21, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0202-24:TAH:4871-1610-3592, v. 1

**THIRD AMENDMENT AND EXTENSION  
TO THE HEALTH SERVICES AGREEMENT  
between  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF COMMUNITY CORRECTIONS  
and  
CHS TX, Inc.**

**THIS THIRD AMENDMENT TO THE HEALTH SERVICES AGREEMENT**, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is entered into January 1, 2024 (the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

**WHEREAS**, the Parties entered into an Agreement (the "Agreement") where YesCare assumed responsibility for the provision of healthcare services to inmates of the County, and the Parties have since amended this agreement from time to time; and

**WHEREAS**, the Parties now desire to amend the Agreement in certain respects, including the modification of compensation and staffing, all as negotiated and agreed between the parties and reflected herein

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. The staffing plan provided in Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the plan below. The following positions are being added:
  - a. 6.2 FTE Clinical staff for MAT support and assistance
    - i. 4.2 RN positions
      - 1.0 FTE of the 4.2 FTEs added will fulfill a Program Coordinator role
    - ii. 2.0 CNA (Certified Nursing Assistant) positions
  - b. 1.0 FTEs Certified Nursing Assistant for telehealth



**Staffing Plan**  
**Lexington Fayette Urban County Government**

POSITION	FTEs
<b>Day Shift</b>	
Health Services Administrator	1.00
Administrative Assistant	1.00
Medical Records Clerk	1.00
Medical Director	1.00
Midlevel Practitioner (NP / PA)	1.00
Director of Nursing	1.00
Registered Nurse	4.80
RN Program Coordinator (MAT)	1.00
Registered Nurse (MAT)	0.40
Licensed Practical Nurse	6.60
Certified Nursing Assistant	1.00
Certified Nursing Assistant (Telehealth)	1.00
ACA Coordinator	1.00
Dentist	0.50
Dental Assistant	0.50
<b>Evening Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
Certified Nursing Assistant (MAT)	2.00
<b>Night Shift</b>	
Registered Nurse	2.80
Registered Nurse (MAT)	1.40
Licensed Practical Nurse	5.60
<b>TOTAL HOURS/FTEs per week</b>	<b>44.40</b>

2. As a result of the increased staff, the total compensation for the twelve month period of July 1, 2023 to June 30, 2024 will be increased to Six Million, Two hundred thousand, three hundred sixty-one dollars and fifty Cents (\$6,200,361.50).

For the period of January 1, 2024 through June 30, 2024, the monthly base compensation will be Five Hundred Fifty-one thousand, Eight hundred Sixty-eight dollars (\$551,868).

- 3. This updated staffing position will support up to one hundred (100) MAT program enrollees. If additional patients require MAT services above the one hundred (100), the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

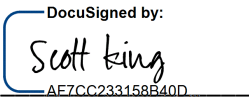
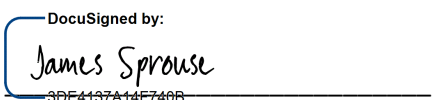
All other terms and conditions of the Agreement as well as the First Amendment shall remain unchanged and in full force and effect except to the extent modified herein.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**Lexington-Fayette Urban County of  
Community Corrections**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Title: Mayor

**CHS TX, Inc.**

Attest:  \_\_\_\_\_ By:  \_\_\_\_\_  
Title: 1/24/2024