

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, March 3, 2026

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 **0183-26** Table of Motions: Council Work Session, February 24, 2026  
*Attachments:* [TOM 022426](#)
- IV. **Budget Amendments**
- V. **Budget Adjustments - For Information Only**
- VI. **New Business**
- VII. **Communications From the Mayor - Appointments**
- VIII. **Communications From the Mayor - Donations**
- IX. **Communications From the Mayor - Procurements**
- X. **Continuing Business/ Presentations**
  - a **0184-26** Summary: Environmental Quality and Public Works Committee, February 3, 2026  
*Attachments:* [Summary eqpw 2026-02-03](#)
  - b **0185-26** Proclamation: Social Work Month
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**

**Administrative Synopsis - New Business Items**

- a      **0152-26**      Authorization to approve the release of a Sanitary Easement located at 3855 Fountainblue Lane. The easement is no longer needed. No budgetary impact. (L0152-26)(Martin/Albright)  
*Attachments:*    [Blue Sheet Memo Fountainblue](#)  
                          [Council Map](#)  
                          [Release of Easement](#)
- b      **0164-26**      Authorization to approve the amendment to the Solid Waste Management Plan for 2023-2027, pursuant to KRS 224.43-340, KRS 224.43-345, and the Lexington-Fayette County Solid Waste Management five-year planning process, to include the new hauling and disposal contract with Republic Services. At a cost of \$562.44 to advertise the public comment period in the Lexington Herald-Leader. Funds are budgeted. (L0164-26)(Baldon/Albright)  
*Attachments:*    [BLUESHEET MEMO Five Year Plan Solid Waste Management Area Plan An](#)  
                          [2025 Amendment newspaper public notice copy \(2\)](#)  
                          [DEP6062 2023-2027 5-Year Plan-amended Pages 8 and 9 \(2\)](#)  
                          [3.1 Amended Capacity Permit and Hauling Disposal Agreement for 2023-2027](#)  
                          [Signed State letter and Form A 2025 Amendment Request](#)
- c      **0168-26**      Authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC, pursuant to RFP #47-2025, to facilitate two courses of Advanced Threat Assessment relating to bomb technician training for the Division of Police at a cost not to exceed \$60,000. Funds are budgeted. (L0168-26) (Weathers/Armstrong)  
*Attachments:*    [26 - Blue Sheet Acceptance from Point One USA LLC](#)  
                          [Point One Proposal for RFP 47-2025](#)  
                          [Purchase of Service Agreement - Kentucky](#)
- d      **0169-26**      Authorization to execute a professional service agreement with Perez Planning and Design for the 2028 Parks and Recreation Master Plan, pursuant to RFP#32-2025, in the amount of \$442,500 for Part 1 (Phases 1 and 2). Part 1 will include a Context Analysis as well as a Needs and Priorities Assessment. Funds are budgeted. (L0169-26)(Conrad/Ford)  
*Attachments:*    [RFP 32-2025 Parks Master Plan Perez Contract Bluesheet Cover Memo 2.23](#)  
                          [RFP 32-2025 Parks Master Plan Professional Services Agreement bluesheet](#)
- e      **0178-26**      Authorization to execute an Agreed Order with the Energy &

Environment Cabinet to enter into a Corrective Action Plan for the West Hickman Wastewater Treatment Plant (Case Number DWQ-25-3-0161) to correct violations related to exceedance of the terms of permit and pay a fine in the amount of \$5,000. Funds are budgeted. (L0178-26)(Martin/Albright)

**Attachments:** [ENF Agreed Order Cover Letter](#)  
[Blue Sheet Agreed Order](#)  
[2295 DOW 25-3-0161 Lexington West Hickman WWTP AO Exhibit A](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0183-26**

**File ID:** 0183-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/26/2026

**File Name:** Table of Motions: Council Work Session, February 24, 2026

**Final Action:**

**Title:** Table of Motions: Council Work Session, February 24, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 022426

**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:
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### Text of Legislative File 0183-26

Title

Table of Motions: Council Work Session, February 24, 2026

**URBAN COUNTY COUNCIL**  
**WORK SESSION**  
**TABLE OF MOTIONS**  
February 24, 2026

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, Eblen, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

- I. Public Comment – Issues on Agenda
- II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the February 26, 2026 Council Meeting Docket, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to place on the docket for the February 26, 2026 Council Meeting, without a public hearing, item 146-26, an ordinance changing the zone from a Single Family Residential (R-1B) zone to a Mixed Low Density Residential (R-2) zone for 3.267 net (3.488 gross) acres for property located at 2914 Clays Mill Road. Seconded by Wu. Motion passed without dissent.

Motion by Boone to place on the docket for the February 26, 2026 Council Meeting, a resolution authorizing the Commissioner of Environmental Quality and Public Works, as Mayor’s designee, to execute any and all future agreements with homeowners associations and neighborhood associations to grant permission for volunteer snow and ice removal services on LFUCG streets in specified residential areas, in exchange for a waiver and release relating thereto, at no cost to the urban county government. Seconded by Curtis. Motion passed without dissent.

Motion by Eblen to place on the docket for the February 26, 2026 Council Meeting, without a public hearing, item 147-26, an ordinance changing the zone from a Single Family Residential (R-1E) zone and Planned Neighborhood Residential (R-3) to a Neighborhood Business (B-1) zone for 0.51 net (0.61 gross) acres for property located at 118 Montmullin Street, 121 & 123 Prall Street, and a portion of 545-549 and 553 S. Limestone Street. Seconded by Wu. Motion passed without dissent.

- III. Approval of Summary

Motion by Baxter to approve the February 17, 2026 Table of Motions. Seconded by Sheehan. Motion passed without dissent.

- IV. Budget Amendments

Motion by Reynolds to approve Budget Amendments. Seconded by Curtis. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business, as amended. Seconded by Wu. Motion passed without dissent.

Motion by Morton to amend item a (0098-26) to require any Community Benefits Agreement drafted pursuant to the terms of the ground lease agreement to require a separate vote by the Urban County Council before being executed by the Mayor or her designee. Seconded by Lynch. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Curtis to approve Communications from the Mayor – Appointments. Seconded by Sheehan. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Baxter to approve Communications from the Mayor – Procurements. Seconded by Curtis. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Curtis to approve Neighborhood Development Funds. Seconded by Wu. Motion passed without dissent.

Motion by Reynolds to approve Council Capital Projects. Seconded by Sevigny. Motion passed without dissent.

Brown, BFED Chair, provided a summary of the January 27, 2026 Budget, Finance, and Economic Development Committee.

XI. Council Reports

Sevigny, EQPW Chair, placed the following item in the Environmental Quality and Public Works Committee:

- Complete Streets Manual Update

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:20 p.m. Seconded by Curtis. Motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0184-26**

**File ID:** 0184-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/26/2026

**File Name:** Summary: Environmental Quality and Public Works Committee, February 3, 2026

**Final Action:**

**Title:** Summary: Environmental Quality and Public Works Committee, February 3, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Summary\_eqpw\_2026-02-03

**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:

### Text of Legislative File 0184-26

Title

Summary: Environmental Quality and Public Works Committee, February 3, 2026



## Environmental Quality & Public Works (EQPW) Committee

February 3, 2026

### Summary and Motions

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Chair Dave Sevigny called the meeting to order at 1:00 p.m. Committee Members James Brown, Tyler Morton, Tom Eblen, Emma Curtis, Liz Sheehan, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, and Hil Boone were in attendance as voting members. Vice Mayor Dan Wu and Council Member Shayla Lynch were present as non-voting members.

Chair Sevigny began the meeting by announcing that he would serve as the committee's chair. Chair Sevigny asked Councilmember Morton to serve as his vice-chair, and Councilmember Morton accepted.

#### **I. APPROVAL OF NOVEMBER 18, 2025 COMMITTEE SUMMARY**

Motion by Morton to approve the November 18, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Higgins-Hord. Motion passed unanimously.

#### **II. SEWER CLEANOUT REIMBURSEMENT PROGRAM**

Charlie Martin, Division of Water Quality Director, delivered a presentation on the Sewer Cleanout Installation Cost Share Pilot Program. The problem stems from many older Lexington homes not having properly located two-way sewer cleanouts. Without these, it is difficult to quickly diagnose sewer stoppages or determine whether failures are in the public main or the private service lateral. Sewer pipe failures can cause backups and overflows, affecting both the public infrastructure and private property.

Two-way cleanouts allow the entire service lateral to be cleaned from outside the home. It reduces the cost of repeated service calls and disputes over responsibility (public or private). The downside is the installation costs, which would fall to the property owner unless assistance is provided, and the excavation required for installation can be disruptive. Martin noted that homes built in the last 15 years already require two-way cleanouts, but older homes would require retrofits on private property, which is the primary barrier.

A conceptual overview regarding a proposed pilot reimbursement program modeled after the existing sidewalk replacement program was provided. Conceptual steps include:

- Verifying the need and guiding property owners
- Providing a contractor list and reimbursement information
- The property owner will complete the installation
- Division of Water Quality would reimburse based on the criteria

Martin has considered scaling this program based on income, but he needs to demonstrate the need. It is important to set a threshold to prioritize households most in need, and we need to determine whether this program will require property ownership rather than investment/rental property.

Martin estimates the cost would be approximately \$3,000–\$8,000. Of 135 sewer cleanouts, he estimates that 76-80% lack two-way capability. He noted that this cost would include returning everything to its original state after installation. Regarding funding for this program, Martin believes they can establish the

fundamentals and proceed with the pilot once funding is secured. He estimates the pilot program will require approximately \$50,000, depending on the number of eligible properties, and that funding could be drawn from the Sanitary Sewer Fund. The pilot will help us determine actual costs. No action was taken on this item.

### III. LEXTRAN SERVICES AND ENVIRONMENTAL IMPACTS

Fred Combs, General Manager of Lextran, provided an update on services, recent accomplishments, environmental progress, and upcoming priorities. The focus is on service delivery, equity access, and sustainability as Lextran prepares for FY2027 planning and funding decisions. Key accomplishments include completing the Transit Center renovation and nearing completion of strategic planning. Lextran released an RFP for micro transit, secured \$6.1M in federal funding for new vehicles, and created a Mobility Manager role to coordinate non-core mobility services. The agency also adopted the 2025–2028 Title VI plan and implemented multiple service improvements throughout 2025.

Most core routes operate about every 35 minutes, while nights and weekends operate about every 70 minutes. While service reliability has stabilized, some geographic service gaps still exist. Pilot programs such as micro transit and *LexRide* circulator services will require sustainable funding to continue in the long term. Fixed-route service remains the backbone of the system and carries most trips.

*LexRide* is a partnership between Lextran, LFUCG, and downtown organizations. It will connect employees, residents, and visitors to key downtown districts. Service will run Thursday through Saturday evenings from April through October 2026, with a \$1 fare and tap-to-pay capability. This pilot will help evaluate the demand for evening mobility in the downtown area. *Micro transit* is designed as an affordable, ADA-accessible, shared curb-to-curb service. It fills service gaps where fixed-route service is less efficient. The service zone includes approximately 12,000 households and 26,700 residents. The area is about 55% minority, includes many lower-income households, and has a higher percentage of car-free households than the city average. Vendor proposals are due February 13, with the contract anticipated to be awarded in March and the launch targeted for summer to early fall 2026. *Bus Rapid Transit (BRT)* is long-term, high-capacity transit that operates like light rail using buses. It was identified in earlier Nicholasville Road studies and reinforced by *Imagine Nicholasville Road* work and the Comprehensive Plan. State modeling in 2025 confirmed feasibility, positioning Lexington to pursue federal capital funding.

Lextran continues transitioning to cleaner fuels. About 76% of the fleet is now CNG, hybrid, or electric. Seven additional CNG buses are planned for procurement. The agency is also installing solar lighting at bus stops to improve safety and reduce energy use. Lextran is focused on balancing reliability, equity, environmental responsibility, and long-term system growth. Continued partnership with LFUCG and the community will be essential to sustaining service and expanding mobility options. No action was taken on this item.

### IV. ITEMS REFERRED TO COMMITTEE

Motion by Sevigny to remove the following items from the committee: *Haley Pike Solar Project Update, Review of Water Quality Management Fee Incentive Grants, and Mint Lane Pump Station.* Seconded by Sheehan. Motion passed unanimously.

Motion by Sevigny to remove *Lextran Services and Environmental Impacts* from the committee. Seconded by Curtis. Motion passed unanimously.

The meeting adjourned at 2:01 pm.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0185-26**

**File ID:** 0185-26

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/26/2026

**File Name:** Proclamation: Social Work Month

**Final Action:**

**Title:** Proclamation: Social Work Month

**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:
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### Text of Legislative File 0185-26

Title

Proclamation: Social Work Month



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0927-23**

**File ID:** 0927-23

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

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

**File Created:** 09/07/2023

**File Name:** Page Break

**Final Action:**

<b>Title:</b>
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**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 0927-23**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0152-26**

**File ID:** 0152-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Water Quality

**File Created:** 02/18/2026

**File Name:** Release of Easement Fountainblue Lane

**Final Action:**

**Title:** Authorization to approve the release of a Sanitary Easement located at 3855 Fountainblue Lane. The easement is no longer needed. No budgetary impact. (L0152-26)(Martin/Albright)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue Sheet Memo Fountainblue, Council Map, Release of Easement

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/ Debbie Barnett

**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 0152-26

#### Title

Authorization to approve the release of a Sanitary Easement located at 3855 Fountainblue Lane. The easement is no longer needed. No budgetary impact. (L0152-26)  
(Martin/Albright)

#### Summary

Authorization to approve the release of a Sanitary Easement located at 3855 Fountainblue Lane. The easement is no longer needed. No budgetary impact. (L0152-26)  
(Martin/Albright)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** J. Todd Henning 2/10/26

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:     \$  
Annual Impact:     \$  
Project:  
Activity:  
Budget Reference:  
Current Balance:



**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:** Mark Sanders, P.E., Deputy Director  
Division of Water Quality *M/S 2/24/26*

**DATE:** February 11, 2026

**SUBJECT:** RELEASE OF A SANITARY EASEMENT AT 3855 Fountainblue Lane

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a sanitary easement at 3855 Fountainblue Lane.

Purpose of Request

The easement is no longer needed.

Project Cost in FY26

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

T. Henning, 02/10/2026.

Martin/Albright

DRB

cc: Debbie R Barnett  
Mark Sanders, PE





RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT (this “**Release**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **THE FOUNTAINS AT PALOMAR, LLC.**, a Kentucky limited liability company, having its principal office at 100 West Main Street, Lexington, Kentucky 40507, its successors and assigns, hereinafter referred to as “**First Party**” and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government organized under the laws of the Commonwealth of Kentucky, with an address of 200 E. Main Street, Lexington, Kentucky 40507, hereinafter referred to as “**Second Party.**” First Party and Second Party (and each of their respective successors and assigns) shall be collectively referred to herein as the “**Parties,**” and each may be individually referred to (with their respective successors and assigns) as a “**Party.**”

WITNESSETH:

WHEREAS, Second Party was granted a certain easement over a portion of First Party’s property located at 3855 Fountainblue Lane, Lexington, Kentucky 40513, Fayette County, KY PVA Parcel No. 38299260, as more particularly described below:

Being all of Lot 8 as shown on the Consolidation and Easement Minor Plat of the Hoover and Ford Philpot Evangelistic Association Property Parcel C, recorded on May 23, 2023, as Instrument Number 202305230223, of record at Plat Cabinet S, Slide 402, in the Fayette County Clerk’s Office.

WHEREAS, the First Party first acquired said property by (i) Deed, dated February 20, 2018, and of record in Deed Book 3561, Page 435, and (ii) Deed, dated September 1, 2018, and of record in Deed Book 3616, Page 659, each in the Office of the Fayette County Clerk; and:

WHEREAS, said easement is recorded in Plat Cabinet S, Slide 402, in the Office of the Fayette County Clerk; and;

WHEREAS, the easement is no longer needed, and the First Party is desirous of releasing the entirety of the easement as more particularly described below:

All that tract or strip of land situated at the northwest corner of the intersection of Man o’ War Boulevard and Harrodsburg Road (US Highway 68) in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

**BEGINNING** at a common corner between Lot 4 and Lot 8 as shown on the Easement Minor Plat of the Hoover and Ford Philpot Evangelistic Association Property of record in Plat Cabinet S, Slide 531, said point being in the southwesterly right-of-way line of Man o’ War Boulevard; Thence leaving Lot 4 and the southwesterly right-of-way line of Man o’ War Boulevard, with a reference line through the lands of Lot 8, North 34°55’32” West, a distance of 184.60 feet to the **TRUE POINT OF BEGINNING**; Thence with an existing sanitary sewer easement line for ten

(10) calls: 1. South 61°17'39" West, a distance of 246.07 feet to a point, 2. North 34°11'59" West, a distance of 86.84 feet to a point, 3. North 64°36'46" West, a distance of 40.19 feet to a point, 4. South 20°40'04" West, a distance of 199.55 feet to a point, 5. North 69°19'56" West, a distance of 20.00 feet to a point, 6. North 20°40'04" East, a distance of 221.27 feet to a point; 7. South 64°36'46" East, a distance of 67.34 feet to a point, 8. South 34°11'59" East, a distance of 74.11 feet to a point, 9. North 61°17'39" East, a distance of 227.90 feet to a point, and 10. South 28°42'21" East, a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.267 acres (11,633 square feet).

Being a portion of Lot 8 as shown on the Easement Minor Plat of the Hoover and Ford Philpot Evangelistic Association Property of record in Plat Cabinet S, Slide 531 in the Fayette County Clerk's Office.

Such easement being depicted per the shaded area labeled "Easement to be Released" on the drawing attached hereto as Exhibit "A," and the Second Party is agreeable to said release; and;

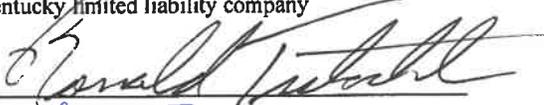
THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Second Party does hereby release, relinquish, and quit claim unto the First Party, all of its right, title, and interest, if any, in and to the entirety of the above stated easement. This instrument applies only to the aforementioned easement and does not release or modify any other easements or property rights of the Second Party, including, without limitation, any easement that may overlap said easement.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**FIRST PARTY:**

**THE FOUNTAINS AT PALOMAR, LLC,**  
a Kentucky limited liability company

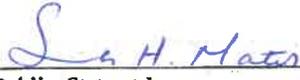
By:   
Name: Ronald Tritschler  
Its: Authorized Representative

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was signed, sworn to, delivered, and acknowledged before me this 17<sup>th</sup> day of December 2025, by Ronald Tritschler, as Auth. Rep. of THE FOUNTAINS AT PALOMAR, LLC, a Kentucky limited liability company on behalf of the company.



  
Notary Public, State-at-Large  
Print Name: Sarah H. Mates  
Notary ID: KYNP26725  
My Commission Expires: 5/17/2029

*[Signature and Acknowledgment of Second Party Appears on the Following Page]*

**SECOND PARTY:**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

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

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

Its: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY    )

)

COUNTY OF FAYETTE                )

The foregoing instrument was sworn to and acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, on behalf of the municipality.

\_\_\_\_\_  
Notary Public, State-at-Large

Print Name: \_\_\_\_\_

Notary ID: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

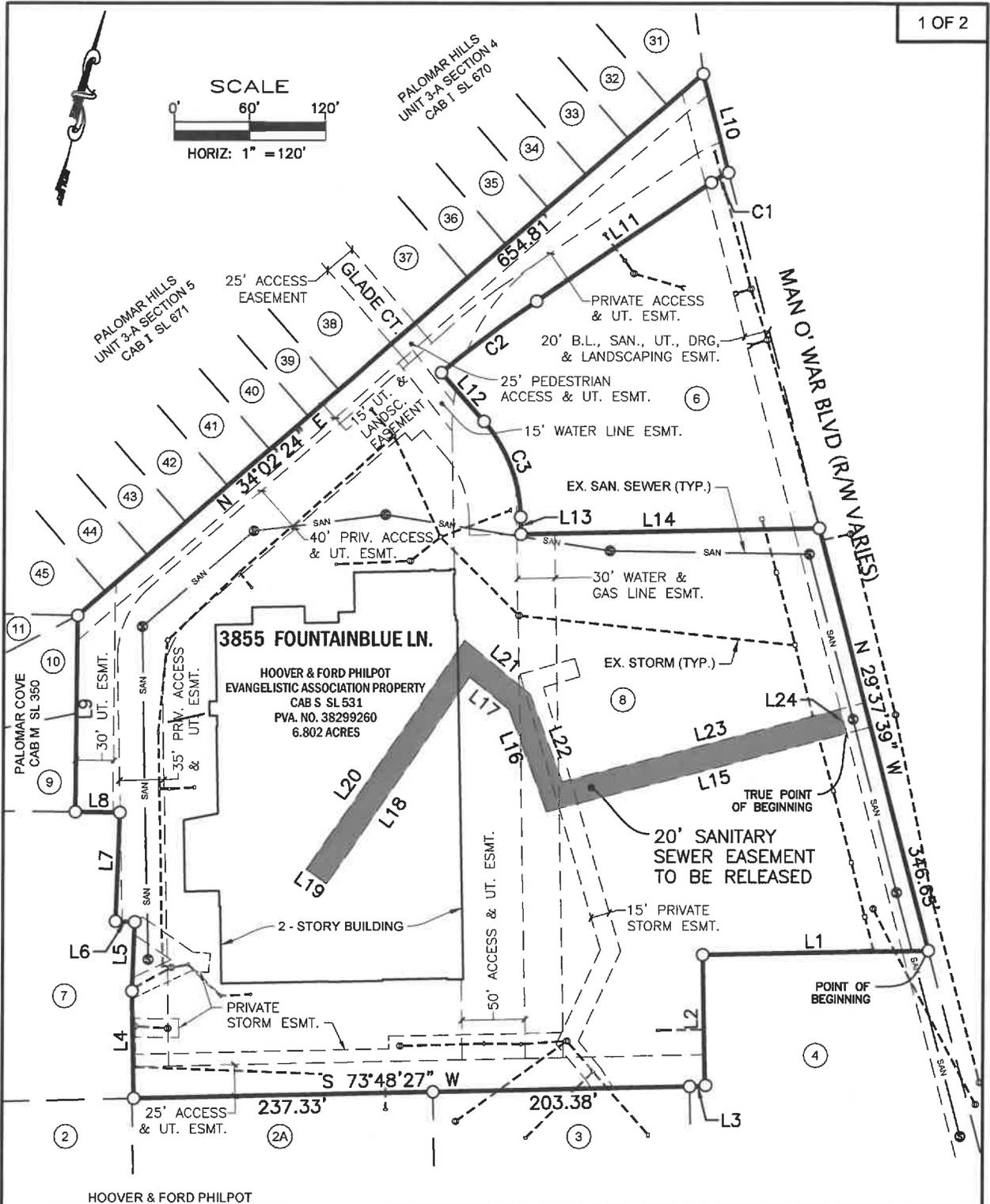
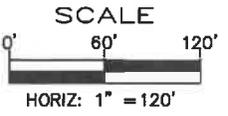
*Andreas Vokutch*

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Andreas S. V. Wokutch, Esq.  
FBT GIBBONS LLP  
400 West Market Street, Suite 3200  
Louisville, Kentucky 40202

**EXHIBIT A**

**DEPICTION OF EASEMENT TO BE RELEASED**



HOOVER & FORD PHILPOT  
EVANGELISTIC ASSOCIATION PROPERTY  
CAB S SL 531

 EASEMENT TO BE RELEASED

**EASEMENT RELEASE EXHIBIT**  
FOR  
**THE FOUNTAINS AT PALOMAR, LLC**  
  
**3855 FOUNTAINBLUE LANE**  
**LEXINGTON, FAYETTE COUNTY, KY**



Lot Line Table

Line	Bearing	Distance
L1	S 73°55'16" W	10.07'
L2	S 16°04'44" E	104.37
L3	S 73°48'27" W	12.00'
L4	N 16°03'45" W	85.37'
L5	N 12°48'27" W	55.00'
L6	S 77°11'33" W	15.34'
L7	N 12°48'27" W	86.48'
L8	S 75°52'36" W	35.44'
L9	N 14°26'22" W	155.92'
L10	S 29°37'39" E	80.23'
L11	S 40°43'37" E	166.75'
L12	S 56°12'38" E	51.57'
L13	S 16°04'44" E	13.65'
L14	N 73°55'16" E	236.91'

Curve Table

Line	Radius	Length	Chord	Chord Length
C1	96.00'	15.73'	S 45°25'19" W	15.72'
C2	1000.00'	94.30'	S 38°01'31" W	94.27'
C3	118.50'	83.00'	S 36°08'41" E	81.31'

**NOTES:**

The purpose of this exhibit is to delineate the release of the 20-foot sanitary sewer easement as shown hereon.

All units are in US Survey Feet. All deed and plat references are to the Fayette County Clerk's Office.

This exhibit is based on the Easement Minor Plat of the Hoover and For Philpot Evangelistic Association Property of record in Plat Cabinet S, Slide 531. It does not constitute a boundary survey and shall not be used for the purposes of land transfer.

Easement Line Table

Line	Bearing	Distance
L15	S 61°17'39" W	246.07'
L16	N 34°11'59" W	86.84'
L17	N 64°36'46" W	40.19'
L18	S 20°40'04" W	199.55'
L19	N 69°19'56" W	20.00'
L20	N 20°40'04" E	221.27'
L21	S 64°36'46" E	67.34'
L22	S 34°11'59" E	74.11'
L23	N 61°17'39" E	227.90'
L24	S 28°42'21" E	20.00'

STATE OF KENTUCKY  
 MATTHEW J.  
 MCMACKIN  
 4494  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

1-12-26

**EASEMENT RELEASE EXHIBIT**  
 FOR  
**THE FOUNTAINS AT PALOMAR, LLC**  
 3855 FOUNTAINBLUE LANE  
 LEXINGTON, FAYETTE COUNTY, KY





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0164-26**

**File ID:** 0164-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Waste Management

**File Created:** 02/24/2026

**File Name:** Solid Waste 5 Year Plan Amendment

**Final Action:**

**Title:** Authorization to approve the amendment to the Solid Waste Management Plan for 2023-2027, pursuant to KRS 224.43-340, KRS 224.43-345, and the Lexington-Fayette County Solid Waste Management five-year planning process, to include the new hauling and disposal contract with Republic Services. At a cost of \$562.44 to advertise the public comment period in the Lexington Herald-Leader. Funds are budgeted. (L0164-26) (Baldon/Albright)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** BLUESHEET MEMO Five Year Plan Solid Waste Management Area Plan Amendment Jan 2026 (1), 2025 Amendment newspaper public notice copy (2), DEP6062 2023-2027 5-Year Plan-amended Pages 8 and 9 (2), 3.1 Amended Capacity Permit and Hauling Disposal Agreement for 2023-2027 5-Year Plan Amendment (2), Signed State letter and Form A 2025 Amendment Request

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Mason Coffey

**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 0164-26

#### Title

Authorization to approve the amendment to the Solid Waste Management Plan for 2023-2027, pursuant to KRS 224.43-340, KRS 224.43-345, and the Lexington-Fayette County Solid Waste Management five-year planning process, to include the new hauling and disposal contract with Republic Services. At a cost of \$562.44 to advertise the public comment period in the Lexington Herald-Leader. Funds are budgeted. (L0164-26)

(Baldon/Albright)

**Summary**

Authorization to approve the amendment to the Solid Waste Management Plan for 2023-2027, pursuant to KRS 224.43-340, KRS 224.43-345, and the Lexington-Fayette County Solid Waste Management five-year planning process, to include the new hauling and disposal contract with Republic Services. At a cost of \$562.44 to advertise the public comment period in the Lexington Herald-Leader. Funds are budgeted. (L0164-26)(Baldon/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select **Yes/No**, Completed by [Michael Sanner, 2/5/2026]}

**Risk Management:** {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes/No/Partial

Account Number: 1115-303501-000171299

This Fiscal Year Impact: \$562.44

Annual Impact: N/A

Project:

Activity:

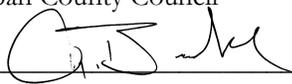
Budget Reference:

Current Balance: \$442,436.48



MEMORANDUM

TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Antonio Baldon, Director  
Division of Waste Management

DATE: February 20, 2026

SUBJECT: Request Approval of the Solid Waste Management Plan Amendment for Lexington-Fayette County for 2023-2027, pursuant to KRS 224.43-340 and 224.43-345

**Request:** The purpose of this memorandum is to request approval of the amendment to the Solid Waste Management Plan for 2023-2027, pursuant to KRS 224.43-340 and 224.43-345, as required by the Lexington-Fayette County Solid Waste Management five-year planning process.

**Authorization to:** Approve the amendment to the Solid Waste Management Plan (2023-2027) for Lexington-Fayette County, and submit to the Kentucky Energy and Environment Cabinet.

**Why are you requesting?** State law requires Lexington’s Division of Waste Management to submit a five-year plan to manage waste every five years. The state requires an amendment be proposed and approved by the governing body if significant changes occur within the five year period. Lexington’s hauling and disposal contract was re-bid upon its normal expiration timeline, and LFUCG awarded Republic Services the contract for the next three years. Per state law, an amendment including the new hauling and disposal contract and landfills utilized under that contract must be added to the five year planning document. The plan was advertised and available for public review and comment during a 30-day period from December 22, 2025 through January 20, 2026. No public hearing was requested during the public comment period, nor were any public comments received from the public.

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

**The cost for this FY is:** \$562.44, to advertise the public comment period in the Lexington Herald-Leader as required by state law

**The cost for future FY is:** None

**Are the funds budgeted?** Yes

**The funds are budgeted or a budget amendment is in process:** N/A

**Account number(s):** 1115 303501 0001 71299

Cc: Nancy Albright, Commissioner



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## Legals

### Legals & Public Notices

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#### CABLE/UTILITIES

#### STATEWIDE CLASSIFIEDS

#### PUBLIC NOTICE

The Lexington-Fayette Urban County Government (LFUCG) proposes to amend the Lexington-Fayette Urban County Five Year Solid Waste Management Plan per 401 KAR 49:011 Section 4. The amendment, if approved, will update the plan to reflect the current solid waste hauler and disposal contract for handling solid waste in Fayette County. LFUCG solicited requests for proposals, and the selection committee awarded the contract beginning in July 2025.

The proposed plan amendment is available for public inspection beginning Monday, December 22, 2025, during regular business hours at LFUCG Division of Waste Management's Office, 675 Byrd Thurman Drive, Lexington, KY 40510, 2nd Floor.

Additional information about this plan amendment is available from the Division of Waste Management by telephone at (859) 280-8578 or by email at [wastemgmt@lexingtonky.gov](mailto:wastemgmt@lexingtonky.gov). Anyone unable to review the plan at the above location may call or email and request that a copy be mailed to them.

Any person wishing to comment on the plan amendment may do so by providing comments no later than Wednesday, January 21, 2026, to the LFUCG, Division of Waste Management, Attention: Lauren Monahan, 675 Byrd Thurman Drive, Lexington, Kentucky, 40510. Any person wishing to be heard at a public hearing must make a request via telephone, email, or written communication to the LFUCG no later than close of business on Wednesday, January 21, 2026.

A public hearing to discuss the plan amendment will be held within 15 days after the close of the public comment period, if requested. If no request has been received by close of business Wednesday, January 21, 2026, the hearing may not be held.

The LFUCG will respond to public comments within 15 days of the close of the public comment period, and will consider the plan amendment for passage amendment will then be submitted to the Kentucky Energy and Environment Cabinet for review.  
 IFL0299272  
 Dec 21 2025

#### NOTICE

R. J. Corman Railroad Company/Central Kentucky Lines is seeking quali-

#### Animals

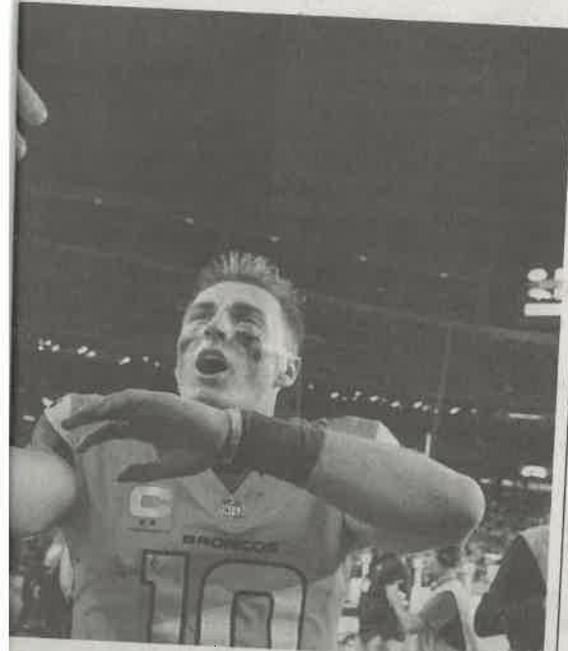
#### Employment

#### Assistant Instructors (Multiple):

Teach farrier skills to students in horseshoeing school. Reqs: 2 yrs' exp. working as a farrier; high level of expertise in farriery & enthusiasm for the field. Kentucky Horseshoeing School, Inc., Richmond, KY. Send resume to [staylor@khs.edu](mailto:staylor@khs.edu).

#### Production Specialist (Nicholasville, KY) F/T. Lead formulation & production of molecular biology reagents, incl quantitative PCR (qPCR) master mixes & internal QC materials. Oversee reagent optimization to support accurate nucleic acid amplification & detection workflows. \$86,399.82 /yr. Master's deg in Molecular Biology or Forensic Sciences w/ major in Forensic Molecular Biology or rtd. Email resume to: [Biopathogenix LLC](mailto:Biopathogenix LLC). Attn: Preetpal Singh Sidhu, Chief Executive Officer at: [preetpal.sidhu@biopathogenix.com](mailto:preetpal.sidhu@biopathogenix.com).

Harrison Memorial Hospital. Physicians. Cynthia, Kentucky. All with respect to Endocrinology, perform patient evaluations and medical procedures; interpret diagnostic tests; prescribe or administer treatment, therapy and medications; provide patient care. Send resume



IMAGN IMAGES

Denver to victories in the final three games of the season with 25 victories in his first two seasons.

yards in the regular season and within striking distance of Colts greats Marvin Harrison and Reggie Wayne (17, 155 in 10 seasons) and Dolphins WRs Mark Clayton and Mark Duper (17,512 in 10 seasons). Isaac Bruce and Torry Holt are No. 1 on the list with 21,310 yards in nine seasons. Jerry Rice and John Taylor had 18,224 in nine seasons with the 49ers.

Colts running back Jonathan Taylor can climb to third on the single-season rushing yards list with 111 yards on Monday against the San Francisco 49ers. Counterpart Christian McCaffrey needs seven receptions to pass Roger Craig for the team single-season record for catches by a running back.

surpass in (22.5 with the

Kentucky Department for Environmental Protection  
Division of Waste Management  
Recycling and Local Assistance Branch  
300 Sower Boulevard – Frankfort KY 40601  
(502) 564-6716

**FOR OFFICIAL USE ONLY.  
DO NOT WRITE IN THIS SPACE**

**Area Solid Waste Management Plan - Five Year Update**  
**Years 2023 - 2027**

**1. BACKGROUND INFORMATION**

**A. Area Designation**

1. Name of County or Regional Solid Waste Management Area ("RSWMA") Lexington-Fayette Urban County Government

Check One:  County  Regional Solid Waste Management Area ("RSWMA")

If area designation is a RSWMA, list counties:

2. List all incorporated cities within the solid waste management area and the population of each.

1.) Lexington - Population: 322,570	2.)	3.)
4.)	5.)	6.)
7.)	8.)	9.)

**B. Governing Body Information**

1. Designation Type:  Fiscal Court  109 Board (Taxing)  109 Board (Non-taxing)  Regional Area  City/County Merger

2. Name of chairperson of the governing body (judge executive, chairperson, etc.) Mayor Linda Gorton

3. List each member of the governing body:

1.) Councilmember James Brown	2.) Councilmember Josh McCurn	3.) Councilmember Hannah LeGris
4.) Councilmember Susan Lamb	5.) Councilmember Liz Sheehan	6.) Councilmember David Kloiber
7.) Councilmember Preston Worley	8.) Councilmember Fred Brown	9.) Councilmember Whitney Baxter
10.) Councilmember Amanda Mays Bledsoe	11.) Councilmember Jennifer Reynolds	12.) Councilmember Kathy Plomin; Vice Mayor Steve Kay, At-Large Councilmember Richard Maloney, At-Large Councilmember Chuck Ellinger

4. Address: 200 E Main St

City: Lexington	State: Kentucky	Zip Code: 40507
5. Telephone: (859) 425-2255	6. Fax: (859) 258-3403	7. Email: mayor@lexingtonky.gov

**C. Solid Waste Coordinator Information**

1. Name of Coordinator: Antonio Baldon, Director, Division of Waste Management

2. Address: 675 Byrd Thurman Dr

City: Lexington	State: KY	Zip Code: 40510
3. Telephone: (859) 280-8586	4. Fax: (859) 280-2852	5. Email: abaldon@lexingtonky.gov

6. Work Status (check one):

Volunteer  Full-time  Part-time

7. Hours worked per week: 40

**D. Advisory Committee**

List the names and representative bodies of the advisory committee members.

Name	Representing
1.) Ed Holmes, President, EHI Consultants	Business
2.) Don Gebhardt, Global Mgr. Env. Compliance, Valvoline	Industry
3.) Megan Cambron, Teacher, Tates Creek Elementary School	Resident
4.)	

5.)	
6.)	

**E. Preparer Information**

Complete this section, if the preparer is different than the solid waste coordinator.

1. Name: Antonio Baldon

2. Address: 675 Byrd Thurman Dr

City: Lexington

State: KY

Zip Code: 40510

3. Telephone: (859) 280-8586

4. Fax: (859) 280-2852

5. Email: abaldon@lexingtonky.gov

**F. Resolution/Ordinance to Adopt Solid Waste Management Plan 5-Year Update**

1. Check one:  Resolution  Ordinance

2. Public Notice Date: July 6, 2022

3. Date Signed: September 8, 2022

4. The following documents must be attached. Check all that have been attached and place at the end of the report with a cover sheet labeled **"Chapter 1 Attachments."**

- A signed and dated copy of the resolutions/ordinance adopting the 5-year update
- A dated original of the public notice, or a copy and an affidavit from the newspaper by whom the notice was originally published
- Area Designation

**2. COLLECTION SYSTEM**

**A. Collection System**

1. Ordinance Type (*check one*):  Mandatory  Universal

Date passed: June 30, 1994

2a. Provide a detailed description of all the collection systems in your SWMA (collection systems include: franchise, permit, municipality owned/operated, private, staffed transfer stations and staffed convenience centers, etc.)

Lexington's Current Collection System – Lexington adopted a universal collection program in 1994 as required by KRS 224.43-315(1), which offers multiple options for collection of municipal solid waste within the county. As part of universal collection, Lexington provides collection services to qualifying residents through Lexington's Division of Waste Management. Additional options for waste collection and disposal are also outlined within the Five Year Plan, including collection by private hauling companies and provisions for self haul to the Bluegrass Regional Transfer Station at a nominal gate rate (outlined in further detail, below, and included in Attachment 2.1).

Lexington collection services consist of city-issued curbside residential and commercial roll cart collection, commercial dumpster collection, private hauler curbside, commercial dumpster and compactor collection, and self-haulers. As of 2021, the Division of Waste Management provides service to 89.6% of all residential homes within the county, while private haulers collect about 10.3% of residential homes. Less than 0.1% of total residential material collected is brought to the Bluegrass Regional Transfer Station by citizens.

Lexington's Division of Waste Management provides collection services for both residential customers (refuse, recycling, yard and bulky waste) and commercial customers (roll carts and dumpsters). The fourth largest division in the city, and the largest municipal operation in the Commonwealth, Waste Management oversees a regional recycling facility, an electronic recycling facility, managed transfer station, composting operation, and permit compliance for two closed landfills. The Division provides services to over 98,000 residents and over 4,000 businesses each week, with over 1 million containers serviced each month. Lexington's Division of Waste Management's mission is to provide the citizens located within the Urban Service District safe, efficient waste management services in an environmentally and economically responsible manner.

In 1973, the City of Lexington and Fayette County Government merged to become the Lexington-Fayette Urban County Government (hereby referred to as "Lexington"). Once merged, Lexington was divided into tax districts which consist of a general services district, a full urban services district and partial urban services districts. Residents living in a full urban service district and some of the partial urban service districts receive city collection services. In 1989, a policy was established placing all property zoned for development in the full urban services district. This means that all new residential subdivisions receive city collection services. Additionally, a procedure was established that allows residential properties to convert to full urban services by petition and a vote by a majority of citizens residing on a street. Through this petition process, residential properties not included in the urban services area have the opportunity to opt-in to receive city services.

Lexington currently has three main waste streams: landfill-bound waste, recycling material, and yard waste. The Division services just over 98,000 residential stops for up to three commodity types once per week. Weekly collection is also provided for bulky items, mattresses, tires, appliances, and dead animals, by request. Three rolling, 95-gallon containers are provided to each residence: a green container for landfill-bound waste, a blue container for recyclables and a gray container for yard waste. Smaller, 65-gallon carts are also available upon request.

All three container types are serviced with either an automatic side arm loader truck or a rear-loader truck, depending on the width of the residential street. Bulky items such as furniture or extra bagged waste are collected on the same day as the carts by rear-loader trucks. Mattresses, appliances, tires, and dead animals are collected weekly by special request, and are picked up with a variety of trucks. Mattresses are collected with a knuckle-boom truck, appliances with a lift-gate, flat bed truck, and dead animals and tires with pickup trucks.

Lexington Commercial Collection – The Division services nearly 4,000 business locations twice per week. Roll carts or dumpsters are serviced

for landfill-bound waste and recycling at multifamily units, office buildings, and commercial and industrial units in the full urban services district and some of the partial services districts. Dumpster service is provided up to two times per week under the current rate system. However, an additional dumpster service is available for a fee. Waste Management services 3,789 dumpster containers with 14 front loader trucks. Containers permitted include four, six and eight cubic yard dumpsters. Lexington does not offer containers for purchase; dumpster containers must be purchased from the private hauler by the property owner. Comingled recycling dumpster collection services are also provided by Lexington. The Division services 547 recycling dumpsters twice a week, by two front loader trucks.

**Recycling Convenience Centers** - Lexington offers 15 locations throughout the county where residents can drop off comingled recyclable materials at no cost. Many of the sites are available and accessible to the public 24 hours a day, 7 days a week. Lexington offers these drop sites to encourage recycling from all residents, especially those that may not wish to pay an additional collection fee to receive curbside service from private haulers.

**Lexington Regional Recycling Program** - Since 1989, Lexington has had a curbside recycling collection program, using a blue recycling roll cart. As of 2022, over 78,500 households subscribed to city curbside recycling collection out of the 98,000 total eligible residences. The 95-gallon, 65-gallon roll cart, personal container or additional bagged or stacked recycling material is serviced once per week, alongside the trash, yard waste and bulky pickup.

Lexington owns and operates a regional recycling facility that serves not only Lexington residents and businesses but also Central Kentucky Affiliate Partners. Lexington opened the facility in 1992 and accepts comingled recycling materials for processing. The facility is a significant asset to recycling efforts in the Central Kentucky region, and it is unique in that it is the only municipally owned and operated facility of its kind in the state and surrounding region.

In June 2010, Lexington converted to a single-stream recycling collection program when the Lexington Recycling Center went through a significant upgrade and expansion. During this upgrade period, the Bollegraf system was replaced with a \$3.5 million Machinex single-stream system. Major changes included incorporation of optical sorters for plastics, several walking-floor bunkers, a new Steinart elliptical eddy current sorter, and expansion of the tip floor. The system upgrade increased production capacity from less than 11 tons/hour to 24 tons/hour. Tonnage processed has increased steadily since the conversion. The facility processes around 36,000 tons of material each year.

In 2021 and the first quarter of 2022, Lexington completed over \$4.2 million in capital improvements, facility and equipment upgrades. These long-awaited upgrades allow Lexington residents as well as Central Kentucky affiliate partners to expand recycling initiatives in the region and improve the quality of recyclables processed for commodity sales. Upgrades included: three ballistic separators, which improved material separation and paper commodity quality while reducing residue and increasing recovered volume; an optical sorter for fiber cleanup, eliminating most hand sorting and the ability to achieve more stringent market specifications; a glass breaker to remove glass out of the system earlier in the process while reducing down time and wear and tear on equipment; OCC screen replacement to reduce plastic wrapping and the labor cost to remove lodged materials; as well as refurbishment of the infed conveyor line. Additionally, Lexington received grant funding from the Carton Council of North America to support the purchase one of the facility's new optical sorters as part of the 2021-22 facility upgrades. Through this partnership and with the addition of the new machinery, Lexington is now able to process cartons (i.e. milk, soup or orange juice cartons) in the comingled recycling program. This has now increased the volume of material diverted from the landfill. Lexington's Regional Recycling Facility now produces cleaner, high quality recyclables for the end market. Since 1989, Lexington has had a curbside recycling collection program in place, utilizing blue recycling boxes and roll carts. As of 2022, over 78,500 households subscribe to Lexington's curbside recycling collection.

**Waste Characterization Studies** - The Division conducted a waste characterization study in March 2022 to audit the current waste stream to see how well materials are currently handled and to identify additional items that could be diverted in future efforts. The study measures the current effectiveness of special collection programs such as electronics recycling and hazardous waste. Fifty random samples were taken from residential, commercial and self haul loads for the study and sorted into 55 categories. Since 2014, smaller amounts of certain materials such as cardboard and yard waste appeared in the waste stream as were present during the last time a study was conducted (2014). These conclusions help Lexington gauge the effectiveness of recent diversion efforts. Food waste was the most prevalent material found in the waste stream, and together with compostable paper totaled 27% of the total waste stream. If diverted from the landfill through alternative efforts, the study concluded that a 27% portion alone could save roughly 100,000 tons from being disposed of at landfills. Textiles accounted for 9% of the waste stream, pointing to another potential focus for future diversion efforts.

**Special Paper Collection Services** - In response to international trade and market changes in 2018, Lexington temporarily stopped accepting paper curbside and installed seven yellow paper-only collection dumpsters in 2020. Through this source-separation, 531 tons of clean paper were collected from Lexington residents in 2021 alone, creating cleaner material and resulting in a significant increase in the average market price when blended with sorted office paper the recycling center had received throughout this period. Since the beginning of yellow paper collection dumpster placements in 2020, total tonnage resulted in over 1,100 tons of clean paper collection recycling. Lexington continues to offer comingled recycling drop off at 15 different locations throughout Lexington, in addition to the source-separated yellow paper collection bins. This continues even after Lexington returned to curbside collection in April 2022.

**Biodigester Waste Disposal System** - Lexington City Council is currently considering a method of waste disposal similar to that of Sevierville, Tennessee. The process involves mixing municipal solid waste with sludge using large aerobic digesters to create an end product that can be used as a rich compost or mulch. Lexington leaders have visited the Tennessee facility and are looking into the possibility of pursuing this type of waste disposal, or an anaerobic type, system in Fayette County. The council will consider hiring a consultant to assess the feasibility of implementing such a system here locally.

**Compressed Natural Gas (CNG) Fleet** - Lexington's Division of Waste Management operates a fleet of 128 collection trucks and additional specialized vehicles of varying sizes and capacities. Currently, 75 of the 128 collection trucks operate on CNG, with ten additional on order. This means over 59% of the fleet runs on CNG, producing less emissions and noise overall. The Division of Waste Management has incorporated an initiative set forth by Lexington City Council to convert the entire fleet to CNG. The goal, established to improve air quality and reduce noise, is part of keeping the Bluegrass green.

**LFUCG Downtown Collection** - Lexington recognizes growth opportunities and prepares for increases in population, size and disposal needs. As population levels become more dense and generate more tons of municipal solid waste as noted in later parts of this plan, the Division of

Waste Management continually researches innovative methods of waste collection in high-density areas, exploring options used in other areas of the United States, as well as international waste collection methods. Lexington has explored underground storage collection services, multiple cart corral options, and continues to explore opportunities for a digester system to combine streams and address organic material.

Lexington's downtown area is densely populated with customers of all types (residential, schools, businesses, commercial, industrial). Due to this mix and limited space, Lexington provides waste and recycling collection six days a week twice per day (Monday through Saturday, 2 p.m. to 10 p.m. and 2 a.m. to 10 a.m.) to keep the area safe and clean at all times. Many customers in the downtown area do not have space available for a dumpster, so roll carts are serviced with a split-body rear loader truck that handles both refuse and recycling collection. Lexington also has a central cart corral area that is used by multiple businesses. Disposal carts are shielded from pedestrian traffic and make collection more efficient. Lexington also offers cart service options to downtown area residents based on placement standards.

**Ancillary Services** – The Division of Waste Management's ancillary services provide collection of dual-stream waste and recycling pitch-in containers along public roads within the downtown service quadrant multiple times a week. A crew is also available for litter, illegal dumping, or large set out issues that may arise in Lexington's Urban Service Area.

**Routing Software** - Lexington's waste collection vehicles are outfitted with Routeware, an automated routing system. This system allows for real-time service information and includes a searchable database system accessible by Division Dispatch and the city's 3-1-1 customer service agents. The system connects operations by helping to route pickup locations efficiently, collect GPS and data communications from drivers, allows for advanced data analysis, aides communications between the public and city operations and advances route accuracy and efficiency. The system also allows drivers to take pictures of problem collection areas that may require additional documentation. Overall, Routeware allows real-time service information and shows exactly when each collection point along a route was serviced.

**Exempt Collection Program** - Lexington is proud to administer the Exempt Collection Program to residents with physical limitation(s) which may prevent them from being able to place a residential waste collection cart at the curb for weekly service. The program is available to any resident with a disability, the elderly or those with a physical limitation that would require assistance with city trash and recycling collection services. The service requires a form be completed with a doctor's verification. Waste collection drivers service and return trash and recycling carts from the property's front or side yard location, making it safe and easy for residents to maintain regular, weekly trash and recycling collection. There are currently over 940 customers participating in the Exempt Collection Program.

**Collection Alternatives** - Lexington provides a year-round opportunity to those in need of disposing excess waste at the Bluegrass Regional Transfer Station for a nominal fee. This self haul option allows residents and businesses to dispose of non-hazardous waste six days a week.

**Yard Waste Tipping Area** - Since the last five year plan, the Division of Waste Management established a city yard waste tip area. This effort was established to address the issue of driver hauling time and distance from the Haley Pike Compost Facility from routes within the Urban Service District. The Division designated an area behind the Bluegrass Regional Transfer Station where city collection trucks can tip yard waste material. From this central tipping location, the material is hauled by a contracted vendor to the Haley Pike facility. This method of transporting yard waste materials has saved Lexington a significant amount of money in fuel and other truck maintenance costs as well as employee time in commute to and from the composting facility in waste management collection trucks.

**Waste Fleet Truck Wash** - The Division of Waste Management constructed an on-site large fleet truck wash within the last five year planning period. This truck wash, retrofitted from an older building already on-site, is dedicated to cleaning waste collection trucks. The convenience and ease of regularly running fleet vehicles through this new facility makes the maintenance of vehicles easier and allows for quick turnaround of routes from one day to the next. Cleaning the collection vehicles on a regular basis extends the life cycle of trucks, reduces maintenance costs, and most importantly reduces employee exposure to any hazards or toxins in residual garbage residue.

**GreenCheck Program** - Lexington contracts with Bluegrass Greensource, a local non-profit environmental educational and outreach organization, to administer the GreenCheck program available to businesses at no cost. GreenCheck is a certification program and is designed to provide resources and incentives to local businesses and organizations that want to increase recycling efforts, become more energy efficient and conserve water resources.

**Quarterly Free Disposal Days** – Lexington offers free quarterly disposal opportunities at the Bluegrass Regional Transfer Station for all Lexington residents. Residents can drop off a level pickup truck load of household waste, and up to four tires, off the rims, at no cost once each quarter.

**Bi-Annual Household Hazardous Waste Collection** – Lexington hosts two free household hazardous waste collection events each year for residents. The household hazardous waste collection efforts are supported through grant funding by Kentucky's Division of Waste Management to help divert materials from regular landfill-bound waste. In recent years, there has been a notable increase in total tonnage of household hazardous waste collected and the amount of participating residents. The Division offers two events per year, one in the spring and one in the fall. One of the collection events can be covered by state grant funds, while the additional event is paid for by city. In 2021, the city collected over 253,000 pounds of hazardous waste materials, which were handled by a contracted vendor and reused or recycled wherever possible. In 2021, over 2,900 vehicles dropped off materials between the two events held. Over the last five year period, nearly 620 tons of hazardous waste has been collected from Lexington residents through holding these events.

**Paper Shred Events** – A community paper shred is offered twice per year in partnership with Shred-it, a division of Stericycle. This event gives residents an easy option for keeping sensitive material secure while also recycling shredded material into low-grade paper products. Over 8,000 vehicles participated in events held in the last five years, which saw over 400,000 pounds of paper shredded and recycled.

**Mulch Giveaways** – The Division provides mulch giveaways throughout the year to re-distribute yard waste material collected from city residents, which is turned into nutrient-rich mulch material after a six month composting process. Residents may pick up mulch material for free at these events to help beautify yards and enrich gardens, and offers a great way to repurpose yard waste material collected. Over 1,100 tons of mulched yard waste material have been distributed to residents over the last five year period.

**Tire Collection Events** - Every three years in partnership with the state's Division of Waste Management, Lexington hosts a Waste Tire Collection Event. Lexington held an event in conjunction with the state on November 4, 5 and 6 of 2021. A total of 14,578 truck, tractor and

passenger tires were collected and recycled into rubber products such as car parts, tennis shoes and parking bumpers. Also held within the last five year period was another collection event in the fall of 2018, which saw a total of 17,835 tires dropped off for recycling. In addition to the state-sponsored event held every three years, Lexington also applies for the annual Waste Tire Grant. This grant provides \$4,000 annually to counties to assist with tire disposal and recycling.

**Loan-A-Box Dumpster Rental Program** - Lexington offers a Loan A Box program to residents, that allows for the temporary rental of a 10 cubic yard open-top trash dumpster. The service includes dumpster delivery and removal for a \$90 fee. This program is available to any residential location within Lexington's Urban Service District that is in need of a convenient disposal option for a large amount of waste. Residential locations receiving city waste collection services, as well as those receiving private waste hauling services are eligible. Large set outs, which can pose public health hazards, are mitigated through this popular program, too. Within the last five year period, the Division of Waste Management has designed an online reservation system that is used for scheduling and optimizing program capacity, and a credit card payment option is now the primary method of payment. Residents may check program availability and reserve a dumpster on the newly designed website, accessible 24 hours a day, 7 days a week. Over the past five year period, the program has noted a 13% increase in reservations.

**Private Hauler Collection** - Private haulers operate throughout the county and provide service to residential, commercial and industrial facilities. Private haulers provide services including residential curbside collection, commercial dumpster for recycling and landfill-bound waste collection, trash compactor collection, and open-top containers' collection for construction waste. The private haulers operating in Lexington are required to report annually in accordance with solid waste requirements include: Republic Services, Rumpke, Central Kentucky Hauling, and Waste Management.

**Vacuum Leaf Collection Program** - Residents of Fayette County who receive city waste collection service also receive curbside vacuum-leaf service every fall season. Streets & Roads crews service neighborhoods with specialized vacuum-equipped trucks to collect leaves that have been raked onto the curb or easement. Each neighborhood receives one pass on their streets. Lexington has the ability to notify affected residents through an alert system. Collected materials are taken to the composting facility for processing.

**Yard Waste Drop-Off (Public)** – Lexington provides a staffed yard waste drop-off center for Fayette County residents at the Haley Pike Waste Management Facility. Residents who do not have curbside yard waste collection available to them may utilize the facility for drop off; residents who have curbside collection, but have additional needs, may also utilize the facility. Lexington allows Fayette County residents to drop off up to two loads of material, free of charge, per month. The hours for the drop off facility are Monday, Tuesday, Thursday, and Friday, from 8 a.m. to 6 p.m. and the first Saturday of every month from 9 a.m. to 3 p.m. The facility is closed on Wednesdays and the other Saturdays of the month. Personnel are available to assist residents during public drop off hours.

**Composting Workshops** – Lexington periodically offers home composting workshops, partnering with the University of Kentucky Extension Office, Bluegrass Greensource, Seedleaf and other community partners. Composting workshops are offered at no extra cost to residents wanting to learn how to divert organics and turn food waste into nutrient-rich soil for use in gardens and landscaping. Participants in workshops learn how to compost in their backyards. This makes a significant impact by reducing the overall tonnage that would otherwise end up in the landfill.

**Special Event Services** - The Division of Waste Management is proud to provide a variety of waste disposal services for special events in Lexington throughout the year. The Division works in close coordination with the Mayor's Office to provide waste and recycling services for events such as St. Patrick's Day, Thursday Night Live, Roots and Heritage Festival, Fourth of July as well as one-time large scale events attracting international audiences, such as the World Equestrian Games and Breeder's Cup. These efforts are part of Lexington's commitment to a greener Bluegrass.

**Severe Weather Plan** - During extreme and emergency weather events, the Division of Waste Management provides service to critical locations such as hospitals, shelters, community centers and universities to prevent waste build up during storms and hazards to public health. Waste collection is conducted in any extreme weather circumstances as long as safety is not an issue. Not only does the Division assist in local efforts, but Mayor Linda Gorton has committed to helping other regions of Kentucky when severe weather hits. The Division assisted in multiple cleanup efforts in 2021 alone; the Division assisted in Carlisle in August 2021 when damaging floods occurred. The Division also sent five employees with two knuckleboom trucks to assist for a week after unprecedented tornadoes hit Western Kentucky in December 2021.

**Great American City** - The Division of Waste Management is working closely with Lexington's Downtown Development Authority, the Downtown Management District and the Parking Authority as part of revitalization efforts and the further development of Town Branch. This coordinated effort is all part of Lexington's initiative to be a Great American City. New and innovative approaches to waste collection are part of a continuous improvement effort. Waste and recycling efforts have been incorporated into the overall design and development of the Town Branch Trail.

2b. Attach a signed and dated copy of the current solid waste management ordinance(s) including all related amendments. Place at the end of the report with a cover sheet labeled "**Chapter 2 Attachments.**"

3. Describe your annual waste hauler registration process including the annual requirement to file reports:

All waste haulers who operate in the county must register annually with Lexington. This registration is required each year in coordination with KRS 224.43-315 Sections 2 & 3 and the collection of data organized through state and local solid waste annual reporting requirements.

KRS 224.43-315 Sections 2 & 3 states:

(2) Beginning October 1, 2003, all persons providing collection service, including collection for the purpose of recycling, shall register annually with the counties in which they provide the service.

(3) Beginning March 1, 2004, all persons providing collection service, including collection for the purpose of recycling, shall report annually to the counties in which they provide the service.

The reports shall include:

- (a) The number of households, businesses, and industries from which municipal solid waste was being collected on October 1 of the previous year;
- (b) The amount of municipal solid waste collected for disposal during the previous calendar year;
- (c) The amount of municipal solid waste collected for recycling, by volume, weight, or number of items during the previous calendar year; and
- (d) The types of items collected for recycling.

The Division of Waste Management contacts all haulers annually to submit the "Municipal Solid Waste Collector and Recycler Registration and Report Form," which is then included with Lexington's annual submission of the Fayette County Solid Waste Annual report. The valuable data received through the annual registration process helps Lexington analyze overall collection operations and provide up to date statistics for the county's solid waste collection system as a whole. This helps in overall planning efforts for future endeavors, as well as the Five Year Plan, updated every five years in accordance with Kentucky state law.

## B. Collection System Strengths

Describe the strengths of your collection system:

**Stable Funding Source** – Lexington has a stable funding source for waste collection. Funding for solid waste collection services is included in the ad valorem property tax. Each household or business that receives city collection services pays an ad valorem .1423 cents on each \$100 of the assessed value of the property, according to the Fayette County Property Valuation Administrator and Lexington city ordinance. There is also a tax collected for the monthly disposal fee. The Landfill Fund is financed through the \$4.50 monthly fee assessed to each household or commercial business receiving city cart collection services. Monthly dumpster collection fees for businesses and apartments are also included in this fund, which range by dumpster size from \$24.10 per month for a 4-yard unit, \$36.15 per month for a 6-yard unit, and \$48.20 per month for an 8-yard dumpster unit. Extra dump fees are \$50 per extra service per dumpster unit.

**Equipment** – The Division of Waste Management has an established replacement schedule based on lifecycle analysis, for the purchase of equipment such as new waste carts and CNG-powered collection trucks, for city collection. A stable funding source for solid waste collections allows Lexington to have an aggressive maintenance and replacement system for carts and equipment, to deliver the highest level of customer service to Lexington residents and businesses.

**Comprehensive Service for Lexington's Collection Area** - Lexington provides a comprehensive waste collection service to all customers. The services are offered at no extra cost to customers and include:

- **Appliance Collection** – Appliances (including Freon containing appliances) are collected weekly at the curb or upon request, and recycled.
- **Weekly and Bi-weekly Waste Collection** – Residential customers receive curbside collection of up to three, 95-gallon carts once per week for household waste, recyclables, and yard waste. Business roll carts and dumpsters receive collection, twice weekly.
- **Tire Collection** – Residents may place up to 4 tires (off the rim) per month at the curb for collection.
- **Dead Animal Pickup** - Dead animals are picked up at the curb, or on streets in Lexington's service area.
- **Bulky Item Collection** – Items that will not fit in waste carts, such as furniture and extra bagged waste, are collected once a week on the collection day.
- **Mattress Collection** – Mattresses and sofa beds are collected from the curb weekly.
- **Exempt Collection** – Residents that have a physical or medical limitation that prevents from being able to roll landfill-bound and/or recycling carts to the street receive collection of the carts from the side of the residence.
- **Recycling Collection** – The recycling program is a voluntary program. Curbside collection is provided once per week. A cart is provided to each participating household.
- **Yard Waste Collection** – The yard waste recycling program is a voluntary program. Curbside collection is provided once per week. A cart and/or coupons for free 30-gallon brown paper bags are provided to each participating household.
- **Vacuum-leaf Collection** – Residents can rake their leaves to the curb for collection by a vacuum truck once a year, in the fall.
- **Commercial Services** – Commercial service includes landfill-bound and recycling dumpster services, and landfill-bound and recycling carts are serviced twice per week. Dumpster services are provided twice per week.

**Private Hauling Companies** – Private haulers offer services that are similar to city waste collection service programs. Private haulers offer recycling services, bulky items, and appliance collection, for a fee. Private haulers also offer a variety of services to businesses and commercial entities, such as trash and recycling dumpsters, trash and cardboard compactors and construction waste collection.

**Universal Collection** – Lexington adopted universal collection in 1994. This system ensures access to solid waste collection for all citizens. Collection is provided through either city collection, private collection or disposal opportunities at the Bluegrass Regional Transfer Station. Fayette County has over a 98% collection rate.

**Mandatory Residential Collection** – In its collection areas, Lexington provides a roll cart container services to every residential property currently within the urban service district or partial district. Lexington provides roll cart containers for each unit containing kitchen facilities, for multi-unit residential property types with seven or less attached units. Any multi-unit property with more than seven units, dumpster service is required.

**Waste Characterization Studies** – Lexington conducts studies to assess how existing programs and education efforts are performing,

identify areas of strength, and note potential growth opportunities. These studies take a close look at waste that is collected, sorted, and categorized into 50 different types of materials. The study typically analyzes 50 random samples, providing Lexington with a clear picture of what percentage of recyclables, compostables, electronics, hazardous wastes, etc. ends up in the landfill-bound waste stream.

**C. Collection System Weaknesses**

Describe the weaknesses of your collection system:

Lack of Franchise Agreements with Private Haulers – Private haulers are not required to enter into a franchise agreement or any other type of agreement to collect solid waste in Lexington. Therefore, Lexington has little control over private hauler operations, the fees they charge, services they offer or enforcement jurisdiction.

Ordinances and Policies – All residential customers in new subdivisions continue to be placed in the urban services area and automatically receive city waste collection. Sometimes, new streets are not large enough for the standard collection trucks. This requires collection services to continually expand services, optimize routes, etc.

Lower unemployment rates have created a challenging job market and workforce. It is difficult to recruit drivers and have enough staff to cover the growing needs of the city. Waste Management will continue to do more with less.

**D. Collection System Implementation Schedule**

List a detailed account of specific actions or projects the governing body will complete to maintain or improve the collection system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Explore new and innovative methods of collection in Lexington. As Lexington grows, the needs for waste collection and diversion will continue to be assessed as needed. Includes the possibility of an expanded recycling collection program, innovative and efficient ways to service congested areas, special events collection, and increased residential customer base as new homes are added. Lexington will employ all methods of outreach to spread the news of any new system or type of collection.	As needed	1/2023	12/2027
2.) Conversion of Division of Waste Management's fleet to CNG-powered vehicles. Updating parking structures and fuel capabilities to assist with the goal. Build additional truck and inventory shelters to increase storage capacity to better maintain vehicles. Implement RFID inventory system to help with increased control over operations.	Annually	1/2023	12/2027
3.) Support the continuous improvement of Lexington's automated routing software system (Routeware). Increase efficiency by improving data collection and outfitting all new and existing trucks with Routeware hardware. The Division of Waste Management will perform training to all new employees on the system and will keep employees updated on changes or improvements to the software in the future. A training station is kept in the employee training area to support education efforts.	As new trucks and employees are added	1/2023	12/2027
4.) Develop a franchise/private hauler agreement. Make a convenience center available to residents year-round (Bluegrass Regional Transfer Station). Increase awareness of the ability for the public to dump at the transfer facility year-round using all available avenues. Continue to offer recycling drop off sites throughout Lexington, especially in areas that do not receive residential city recycling collection.	Annually	1/2023	12/2027

5.) Address any needs on ordinances by working with City Council. Address collection issues with new developments. Ensure new developments are built in a way that allows for efficient waste collection. Retain petition process for areas to opt in to city waste services. The Environmental Hearing Commission will hear appeals concerning development plans and the terms of collection. Education will be performed as needed with those involved, working with developers and new residents.	As needed	1/2023	12/2027
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### 3. DISPOSAL SYSTEM

#### A. Disposal System

1. Provide SWMA population and municipal solid waste disposal projections for five (5), ten (10), and twenty (20) years in the future.

Population 2020: 333,580	Population 2025: 354,318	Population 2033: 386,575
Waste Generation Projection 2018 – 2022: 2,129,771 Tons	Waste Generation Projection 2023 – 2027: 2,262,174 Tons	Waste Generation Projection 2028 – 2037: 4,936,243 Tons

2. List all contained landfills, including out-of-state landfills that will be used by your governing body during the 5-year update period. Provide capacity assurance letters demonstrating a minimum of 10 years of capacity from the landfill(s) and copies of any contractual agreements with those disposal facilities. Place at the end of the report with a cover sheet labeled “**Chapter 3 Attachments.**”

1.) Landfill Name: Tri-K Landfill		Permit #: 069-0004
Address: 1905 Hwy 3249		
City: Stanford	State: KY	Zip Code: 40484
2.) Landfill Name: Benson Valley Landfill		Permit #: 037-0009
Address: 2157 KY-151		
City: Frankfort	State: KY	Zip Code: 40601
3.) Landfill Name:		Permit #:
Address:		
City:	State:	Zip Code:

3. Provide a complete inventory of all disposal facilities currently operating in your SWMA. Facilities to include are: contained landfills, construction/demolition debris landfills greater than one acre, incinerators or other technologies that accept municipal solid waste and medical waste incinerators that accept medical waste from other sources.

1.) Facility Name: (CLOSED) Thoroughbred Landfill/Disposal LLC		Ownership: Waste Services of the Bluegrass	
Address: 4179 Hedger Lane			
City: Lexington	State: KY	Zip Code: 40516	
Cost to users: (\$/Ton)		Life expectancy: N/A Years	
Level of compliance with state and federal laws: In compliance			
2.) Facility Name: Haley Pike Waste Management Facility Compost Pad (yard waste disposal)			
Address: 4216 Hedger Lane		Ownership: Lexington Fayette Urban County Government	
City: Lexington			
Cost to users: \$28.00 (\$/Ton)		State: KY	Zip Code: 40516
Level of compliance with state and federal laws: In compliance		Life expectancy: N/A Years	
3.) Facility Name: Bluegrass Regional Transfer Station			
Address: 1505 Old Frankfort Pike		Ownership: Lexington Fayette Urban County Government	
City: Lexington			

Cost to users: \$ 98 (\$/Ton)	State: KY	Zip Code: 40504
Level of compliance with state and federal laws: In compliance	Life expectancy: N/A Years	
4. SWMA's hosting a landfill must complete question 4. All other SWMA's may proceed to question 5.		
4a. Identify the following for each contained solid waste disposal facility hosted in your SWMA:		
Landfill:	Permit #:	
Total capacity authorized to date:	Tons	
Amount disposed in landfill to date:	Tons	
Remaining authorized capacity: 0.00 Tons		
<p>5. Describe any proposal(s) for new disposal facilities or expansions of existing disposal facilities (landfill, incinerators, or other approved technologies, etc.) planned during the 5-year update period:</p> <p>No new disposal facilities are proposed at this time.</p> <p>Transfer Station and Disposal Agreement – Lexington had an agreement with Waste Services of the Bluegrass from 2015 until 2024 to manage the Bluegrass Regional Transfer Station and provide hauling and disposal services for Lexington. In 2022, Republic Services acquired WSB. Lexington re-bid the hauling and disposal contract in 2025. Republic Services had the lowest bid and was awarded the contract beginning July 1, 2025 for a three year term.</p> <p>Capacity Assurance - Waste Services of the Bluegrass guaranteed at least ten years of capacity assurance in 2015, when the disposal agreement was originated. After the closing of the Central Kentucky Landfill, Waste Services of the Bluegrass began hauling Lexington's municipal solid waste to one of the backup disposal sites in Morehead, Kentucky. Once Republic Services was awarded the contract, they provided capacity assurance of at minimum ten years at both Tri-K and Benson Valley landfills.</p> <p>Thoroughbred Disposal - This facility permanently closed in 2025. There had been a plan to apply for a horizontal expansion of this CD&amp;D landfill to increase the permitted volume of the landfill by 2,000,000 cubic yards of airspace, anticipated to add 15 years to the life of the site.</p>		
<p>6. Describe the county's emergency disaster plan to address solid waste concerns in the event of natural disasters (flooding, snow/ice storms, tornadoes, earthquakes, etc.):</p> <p>Lexington's Emergency Disaster Plan – Lexington maintains an official Emergency Disaster Plan that includes the roles, responsibilities and actions to be taken by city departments and cooperating private agencies during severe weather events. The Emergency Operations Center is a coordinated effort to enact response and recovery operations during a major weather event. The Division of Waste Management is heavily involved in activities such as snow removal as it is needed in ice and snow events, as well as servicing shelters and hospitals during heavy storms.</p> <p>Training Pad Temporary Usage – Lexington's Department of Environmental Quality and Public Works is permitted to utilize the old landfill pad on Old Frankfort Pike for staging centralized yard debris collection in the event of severe weather. This allows for the most efficient collection of yard debris by the department in order to keep the city safe and clear of hazardous debris materials.</p> <p>The disaster preparedness plan also includes coordination with the Bluegrass Army Depot in the event of emergencies needing the assistance of the Division.</p>		
<p>7. Describe plans to research alternative approaches to solid waste management:</p> <p>Alternative Approaches – For alternative approaches to solid waste management, Lexington takes a multifaceted approach. Some forms include:</p> <p>Training, Education and Industry Knowledge – The Division regularly attends state and national waste conferences and visits facilities in other cities to stay up to date on best practices. This broadens knowledge and expertise to ensure that staff remains current on the industry's current challenges and trends. On a rotational basis, management staff within Lexington's Division of Waste Management attend the Solid Waste Association of North America (SWANA) annual conference, the "Waste Expo" annual solid waste, recycling and organics industry event, National Safety Council events and the Municipal Solid Waste Management Association affiliated with the United States Conference of Mayors communications and events. The Director of Waste Management/Solid Waste Coordinator currently serves as Vice President of the Bluegrass Chapter of the Solid Waste Association of North America (SWANA), as well as serving as an Executive Board Member of the Municipal Solid Waste Management Association. These opportunities allow greater access to exchange information with peer cities across the country, knowledge of potential funding opportunities and valuable educational opportunities for city staff. The Division is also a member of the Kentucky Clean Fuels Coalition and participates as a board member as well. Diversion efforts are heavily promoted throughout the county, such as the curbside recycling and yard waste programs, as well as paper shred and household hazardous waste collection events.</p> <p>Expansion of Recyclable Materials – In addition to the current residential collection of standard recyclable materials, yard waste collection, and the drop-off program for unwanted electronics, the Division of Waste Management is constantly researching how to feasibly increasing the numbers and types of materials diverted to expand the region's recycling collection options. Lexington recently added a new piece of sorting machinery to the recycling facility that will allow for a new material type, aseptic cartons, to be added to the list of items to be accepted in the comingled recycling mix. In addition, Lexington is currently considering the expansion of the recycling program to include plastics 3-7.</p> <p>Composting Diversion Efforts – The Division of Waste Management is considering a variety of options for diversion of additional waste, such</p>		

as organic yard waste and certain food material composting on a residential level. Periodically, Lexington offers free composting workshops to encourage residents to compost at home. Additionally, Lexington City Council will hire a consultant in Fall 2022 to review digester feasibility.

## B. Disposal Practices Strengths.

Describe the strengths of your existing disposal practices:

**Dedicated Funding Source** – Lexington has a dedicated funding source for waste disposal, the Landfill Fund, which is financed through the \$4.50 monthly fee assessed to each household or commercial business receiving city cart collection services. Monthly dumpster collection fees for businesses and apartments are also included in this fund, which range by dumpster size from \$24.10 per month for a 4-yard unit, \$36.15 per month for a 6-yard unit, and \$48.20 per month for an 8-yard dumpster unit. Extra dump fees are \$50 per extra service per dumpster unit.

**Comprehensive Approach** – Lexington's current programs and goals are designed to work towards a comprehensive approach to waste management, considering alternative approaches when they can benefit overall operations and efficiency.

**Fleet Maintenance** – Lexington maintains a regular replacement schedule for all fleet vehicles and equipment using life cycle analyses. The management system in place ensures continual maintenance and replacements when cost-effective. Lexington has a Division of Fleet Services, which employs certified technicians and is located adjacent to the Division of Waste Management's fleet of vehicles.

**Ownership and Operation of Recycling Facility** – Lexington owns and operates a regional Materials Recovery Facility. Benefits include marketing materials to local vendors and maintaining relationships with affiliates and recyclers to further recycling material diversion throughout the region. Smaller communities and municipalities have the option of partnering with Lexington and share the cost of processing commingled material and the revenue earned from marketing sorted material based on total volume. With this management system, partner affiliates are able to offer recycling options where they otherwise would not have the ability to collect and/or process recyclables for an end market.

**Ownership of Compost Facility** – Lexington owns the Haley Pike Waste Management Facility's compost processing pad. Lexington offers a drop off yard waste option for residents and businesses. Residents may dump yard waste material up to two times per month at no cost; commercial businesses may utilize the drop off facility for a fee.

**Bluegrass Regional Transfer Station -**

a. **Ownership of Facility** – Lexington owns the Bluegrass Regional Transfer Station and contracts with a certified vendor to run daily operations at the facility. This agreement offers a low-cost disposal option for Lexington.

b. **Convenience of Location** - The transfer station is located about one mile from the Waste Management operations base office. This means minimal travel time between unloading and returning to base, where all collection vehicles are stored and in the case of CNG-powered vehicles, are also fueled. Because the area at the transfer station where collection trucks unload is paved, unlike the unloading area at the landfill, the wear and tear on tires has been significantly reduced.

c. **Low and Consistent Landfill Tipping Fees** - The competitive bidding of the disposal of Lexington's municipal solid waste provides a low disposal rate.

d. **Disposal Options and Opportunities** - Lexington's ownership of this disposal facility allows for opportunities to offer free quarterly disposal, in coordination with the contracted vendor.

e. **Maintained Permit** – Lexington maintains a permit for construction of a new contained landfill cell at the Haley Pike Waste Management Facility landfill site that is good for an additional 6.7 years of air space. This permit can also be modified to construct a C & D cell; in the event a C & D diversion program can be instituted, the air space in this permitted cell can be extended for several additional years. Maintaining the permit for a new cell provides Lexington with a degree of flexibility in long-term planning. This allows Lexington to also benefit from favorable disposal market conditions.

**Alternative Disposal Events** - Lexington offers various disposal events to Lexington residents at no additional cost to them. Throughout the year, the Division of Waste Management offers events that make it easy and safe to dispose of hazardous items at bi-annual hazardous collection events or data-sensitive items at bi-annual Paper Shred events. Lexington also offers advice on additional items that are typically more difficult to dispose of or recycle correctly.

**C. Disposal Practices Weaknesses.**

Describe the weaknesses of your existing disposal practices:

Waste Characterization Studies – The results of past county-wide waste characterization studies have shown a notable volume of both recyclable and compostable materials are being sent to the landfill that could otherwise be diverted.

Siting - Lexington has the ability to adapt its landfill permit to accept municipal solid waste at the Haley Pike Facility. However, this would be a significant change since this requires a change to the permit, additional well testing and monitoring, and ultimately more material for daily cover, which we do not have available at present. Lexington negotiates operation of the Bluegrass Regional Transfer Station and disposal of waste. There is not an overabundance of locations to site another landfill. Lexington ?? ot want this located in the area.

**D. Disposal Implementation Schedule**

List a detailed account of specific actions or projects the governing body will complete to maintain or improve its disposal system, the frequency at which such actions will take place, a date for commencement of the activities, and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) Explore new markets for hard-to-dispose-of items such as sharps and infectious waste, metal items, mattresses, construction and demolition debris, additional bulky items, and plastics 3-7 recyclable items in order to divert from area landfills. Continue working closely with state, local and industry contacts to explore alternate methods of disposal of such items, and other potential partnerships.	Monthly	01/2023	12/2027
2.) Continue the frequent offering of disposal and recycling opportunities at no cost to residents such as paper shred events and hazardous waste collection events. Update outreach to include hard-to-dispose-of items. Work with partner organizations such as Habitat for Humanity to encourage re-use where possible, for items such as salvagable furniture or paint.	Bi-annually	01/2023	12/2027
3.) Work with managing vendor of the Bluegrass Regional Transfer Station to provide Lexington residents with high quality, easy disposal options (i.e. Quarterly Free Disposal Days). Work with all possible entities to make proper waste disposal and diversion as easy and accessible as possible to residents and businesses. Promote disposal opportunities throughout the county on a regular basis.	Monthly	01/2023	12/2027
4) Continue to aide nearby communities across Kentucky in the event of severe weather events and emergencies. Continue utilization of the centrally-located Waste Management Training Pad as a community drop off site for yard debris during emergency weather events. Utilize emergency contracts for special equipment when needed to clean up after severe weather events.	As needed	01/2023	12/2027
5) Pursue valuable data through implementation of waste characterization studies to improve programs and outreach focus. Develop methods of advertising community events and services that are cost-effective. Continue utilizing data collected from various projects to help improve and update overall operations.	Annually	01/2023	12/2027
6) Explore additional industry training options for management staff to seek knowledge of comparable municipalities and best practices. Share education and knowledge learned with supervisors and whenever beneficial to improving operations and efficiency.	Annually	01/2023	12/2027

**4. RECYCLING AND REDUCTION**

**A. Recycling/Reduction Program**

1. Is recycling offered in your SWMA?  Yes  No

2. Describe your SWMA's annual recycler registration process including the annual requirements to file reports:

All recyclers operating in the county must register annually with Lexington. This registration is required each year in coordination with KRS 224.43-315 Sections 2 & 3 and the collection of data organized through state and local solid waste annual reporting and registration requirements.

KRS 224.43-315 Sections 2 & 3:

(2) Beginning October 1, 2003, all persons providing collection service, including collection for the purpose of recycling, shall register annually with the counties in which they provide the service.

(3) Beginning March 1, 2004, all persons providing collection service, including collection for the purpose of recycling, shall report annually to the counties in which they provide the service.

The reports shall include:

- (a) The number of households, businesses, and industries from which municipal solid waste was being collected on October 1 of the previous year;
- (b) The amount of municipal solid waste collected for disposal during the previous calendar year;
- (c) The amount of municipal solid waste collected for recycling, by volume, weight, or number of items during the previous calendar year; and
- (d) The types of items collected for recycling.

The Division of Waste Management contacts all recycling haulers annually to submit the "Municipal Solid Waste Collector and Recycler Registration and Report Form," which is then included with Lexington's annual submission of the Fayette County Solid Waste Annual report. The valuable data received through the annual registration process helps Lexington analyze overall collection operations and provide up to date statistics for the county's solid waste collection system as a whole. This helps in overall planning efforts for future endeavors as well as the Five Year Plan, updated every five years in accordance with Kentucky state law.

3. Do you have a plan to reduce the need for land disposal of yard waste?  Yes  No

If yes, describe:

In 1999, Lexington began offering curbside yard waste collection to all residents receiving city collection. This program was established in order to divert organic yard waste material from the landfill, repurposing the material as nutrient-rich mulch. Participating residents receive a 95-gallon cart that is picked up once per week alongside weekly trash, recycling and bulky items pickup. Included in the yard waste collection program are tree limbs, leaves, any plant clippings and grass clippings. Ineligible items include rocks, dirt and mulch. Residents may also redeem coupons at area stores for 30-gallon paper yard waste bags, which are also collected year-round on the weekly collection day at no additional cost to residents. Bundled limbs may be placed at the curb for weekly collection.

Operation of Compost Facility and Mulch Giveaways – Lexington owns the Haley Pike Waste Management Composting Facility and contracts with a private vendor responsible for processing all collected organic materials. The vendor is responsible for daily operation and management of the facility to create reusable mulch material. A portion of the resulting mulch is offered back to citizens at no cost at giveaway events to be used in Lexington yards or gardens.

Vacuum Leaf Collection – Lexington's Division of Streets & Roads conducts vacuum leaf collection during the fall for all properties in the Urban Services District. Material collected is processed at the composting pad at the Haley Pike Waste Management Facility.

Lexington does not have an official ban on yard waste in the landfill-bound waste; however, yard waste is not listed as an approved item that can be placed in the green curbside waste container.

Composting workshops promote do-it-yourself backyard composting efforts.

4. Does your SWMA collect or manage yard waste for the purpose of diverting it from a landfill?  Yes  No

5. List the counties and cities within your SWMA that collect or manage yard waste for the purpose of diverting it from the landfill?

Lexington-Fayette County

6. List all permitted composting operations currently operating in your SWMA. If no composting operation exists, detail any actions your SWMA plans to take to encourage composting:

Haley Pike Composting Facility – Lexington owns its composting facility, which takes yard waste from the city collection program, other city departments, the city's annual vacuum-leaf collection program, local landscaping companies and citizen drop-off. The facility is located at the Haley Pike Waste Management Facility.

Yard Waste Transfer Site - Lexington has developed a centrally-located transfer site for yard waste to be dumped by city trucks.

C&R Mulch - Accepts yard debris for a fee.

7. Describe your plan to reduce the need for land disposal through recycling, reuse and waste reduction (include drop off centers, curbside collection, interlocal agreements for regional alliances, etc.)

Since 1989, Lexington has had a curbside recycling collection program, using a blue recycling roll cart. As of 2022, over 78,500 households subscribed to city curbside recycling collection out of the 98,000 total eligible residences. The 95-gallon, 65-gallon roll cart, personal container or additional bagged or stacked recycling material is serviced once per week, alongside the trash, yard waste and bulky pickup.

Lexington owns and operates a regional recycling facility that serves not only Lexington residents and businesses but also Central Kentucky Affiliate Partners. Lexington opened the facility in 1992 and accepts commingled recycling materials for processing. The facility is a significant asset to recycling efforts in the Central Kentucky region, and it is unique in that it is the only municipally owned and operated facility of its kind in the state and surrounding region.

In June 2010, Lexington converted to a single-stream recycling collection program when the Lexington Recycling Center went through a significant upgrade and expansion. During this upgrade period, the Bollegraf system was replaced with a \$3.5 million MachineX single-stream system. Major changes included incorporation of optical sorters for plastics, several walking-floor bunkers, a new Steinart elliptical eddy current sorter, and expansion of the tip floor. The system upgrade increased production capacity from less than 11 tons/hour to 24 tons/hour. Tonnage processed has increased steadily since the conversion. The facility processes 24,000 to 36,000 tons of material each year.

In 2021 and the first quarter of 2022, Lexington completed over \$4.2 million in capital improvements to the facility and equipment upgrades. These upgrades allow Lexington residents as well as Central Kentucky affiliate partners to expand recycling initiatives in the region and improve the quality of recyclables processed for commodity sales. Upgrades included: two ballistic separators, which improved material separation and paper commodity quality while reducing residue and increasing recovered volume; a new optical sorter for fiber cleanup, eliminating most hand sorting and the ability to achieve more stringent market specifications; a glass breaker to remove glass out of the system earlier in the process while reducing down time and wear and tear on equipment; OCC screen replacement to reduce plastic wrapping and the labor cost to remove lodged materials; as well as refurbishment of the infed conveyor line. Additionally, Lexington received grant funding from the Carton Council of North America to support the purchase of the facility's new optical sorter as part of the 2021-22 facility upgrades. Through this partnership and with the addition of the new machinery, Lexington is now able to process cartons (i.e. milk, soup or orange juice cartons) in the comingled recycling program. This has now increased the volume of material diverted from the landfill. Lexington's Regional Recycling Facility now produces cleaner, high quality recyclables for the end market.

Lexington maintains agreements with various cities, counties and entities to accept and process recycling materials on their behalf. This allows for an opportunity for smaller communities near Lexington to offer recycling to residents and businesses where a recycling facility is not located. Affiliates share in revenue earned from the sale of recyclables, guaranteed through their agreement with the city. Lexington accepts material from over 15 regional affiliates. Affiliates share marketing, processing, trash and glass fees. As of 2021, data shows that 45% of inbound recyclable material came from neighboring communities.

Paper Collection Solutions - In response to providing paper collection services after the national paper market changes in 2018, Lexington installed seven yellow paper-only collection dumpsters in 2020. Through this source-separation, 531 tons of clean paper were collected from Lexington residents in 2021 alone, creating cleaner material and resulting in a significant increase in the average market price when blended with sorted office paper the recycling center has continued to receive throughout this period. Since the beginning of yellow paper collection dumpster placements in 2020, total tonnage has resulted in over 1,100 tons of clean paper collection recycling. Lexington continues to offer comingled recycling drop off at 15 different locations throughout Lexington, in addition to the source-separated yellow paper collection bins.

Recycling Convenience Options - Lexington offers 15 locations throughout the county where residents can drop off comingled recyclable materials at no cost. Many of the sites are available and accessible to the public 24 hours a day, 7 days a week. Lexington offers these drop sites to encourage recycling from all residents, especially those that may not wish to pay an additional collection fee to receive curbside service from private haulers.

Appliance Collection - Since 1992, when freon-containing appliances were banned from landfills, Lexington has offered separate curbside collection and removal of freon at no cost to residents receiving city collection services. Appliances, including stoves, washers, dryers, refrigerators, ovens, and water heaters, are collected and delivered to a local scrap dealer. Environmental Recycling is willing to take these appliances and recycle them. Fayette County residents can also drop off appliances and empty propane tanks, free of charge, at Environmental Recycling's Lexington location.

Downtown Collection – In August of 1996, separate collection of cardboard was initiated in the downtown business district. This service has since been expanded to the collection all recyclables. The service is provided by the Division of Waste Management six days a week from 2 p.m. to 10 p.m., and from 2 a.m. to 10 a.m. The downtown area is serviced with a split-body truck that can simultaneously collect landfill-bound waste and recyclable materials while keeping them separated.

Business Recycling Services – Lexington offers recycling collection services to businesses and commercial entities within the Urban Service District. Collection is done through curbside roll carts or recycling dumpsters. Business recycling roll carts are serviced once a week and recycling dumpsters are serviced twice a week.

Comingled Recycling Dumpster Program - In early 2012, Lexington began a comingled recycling dumpster program, where schools, businesses, and other large producers of recyclables are offered comingled recycling dumpster service where eligible. Entities are required to go through a dumpster permitting process which includes submission of an educational plan ensuring the training of staff on proper recycling practices. This requirement helps to avoid the issue of contamination.

Live Green Lexington Program – Since 2006, Lexington has collaborated with Bluegrass Greensource in developing an outreach and education program targeting schools, businesses, and apartments. The program was first known as the WasteBusters Program, and was changed to be known as the Live Green Lexington Program in 2010. The Live Green Lexington Program helps schools, apartments and businesses start or expand their recycling efforts. More than 150 schools participate in the program, including all Fayette County Public Schools, as well as over 300 businesses and over 150 apartment complexes.

Private Hauler Residential Recycling – Private haulers that service Lexington residents offer their customers single-stream, curbside residential recycling. They may also choose to take the material to the Lexington Recycling Facility for processing.

Electronics Recycling Center – Lexington's Division of Waste Management has an Electronics Recycling Center at 1306 Versailles Road. This is a free drop-off recycling center available to Fayette County residents. The facility accepts: computers, printers, copiers, handheld games, cell phones and other communication devices, microwave ovens, televisions and monitors, CDs, DVDs and their cases, audio and video players/equipment, small corded electrical items (such as toasters, hair dryers, or radios), holiday lights and extension cords, fluorescent light tubes (no CFLs), MP3 players, PDAs, laptops and electronic tablets, and rechargeable batteries (no automotive/lead-acid or household alkaline batteries accepted). The center is open Monday, Tuesday, Thursday and Friday from 8 a.m. to 4 p.m., Wednesdays, from noon to 4 p.m., and Saturdays from 8 a.m. to noon.

Event Recycling – Lexington's Division of Waste Management assists local, public events held within city limits by providing recycling containers and waste collection services when needed. A variety of container options are offered, including dual stream wire units, single stream wire units and roll carts. Since 2008, Lexington has had an ordinance requiring recycling to be available at events of more than 300 people, when the events are on city property. (Ordinance Sec. 16-6.1, Ordinance No. 134-2008)

Paint Reuse Program – In partnership with Lexington Habitat for Humanity, Fayette County residents are encouraged to take unwanted latex paint to the Lexington Habitat for Humanity ReStore. Habitat for Humanity staff and volunteers mix the paint, creating a variety of different colors. The paint is then sold at a discount price, ensuring its reuse and benefiting Habitat for Humanity in Central Kentucky.

Paper Shred Events – In a partnership with Shred-it, a division of Stericycle, Lexington's Division of Waste Management offers free shredding services for Fayette County residents. The service provides a wonderful opportunity twice per year for residents to bring up to five boxes of sensitive materials to be safely shredded. Lexington recycles cardboard boxes at each event, and Shred-it recycles the shredded material into low-grade paper products such as toilet tissue or paper towels.

Tire Amnesty Events – Lexington fully participates in the state tire amnesty program, making free tire drop off and recycling available to all Fayette County residents, city departments, and most business owners at the events. Fayette County's last tire amnesty was held in the fall of 2021, and the next tire amnesty will likely be held in the fall of 2024.

Gobble Grease Toss – Once a year, the Friday following the Thanksgiving holiday, Lexington's Waste Management and Environmental Services divisions offer residents a way to dispose of cooking oil from frying a turkey. The city partners with Bluegrass Greensource and an educational institution, which agrees to accept the oil for reuse or learning projects. Through hosting this annual event, oil is reused or recycled instead of going into the landfill-bound waste cart or Lexington's sewer system.

Med Toss Events – Periodically, the Lexington Police Department, in partnership with Kentucky American Water, the Office of the Fayette County Sheriff and Drug Free Lex, offers a medicine take-back day, where residents can drop off any unused or expired medicine (prescribed or over the counter), for proper disposal at no cost. This program is part of the United States Drug Enforcement Administration's Medicine Take Back Program.

Permanent Medicine Drop Off Boxes – Lexington hosts two medicine drop off locations available year-round for any unused or expired medications needing to be properly disposed. The locations of the two drop off boxes are: Lexington Police Department's main office located at 150 E Main Street and the Fayette County Sheriff's Office located at 150 N Limestone.

Lexington's Yard Waste Program - In the spring of 1999, Lexington began offering yard waste collection to all of the residents in city collection areas to divert organic yard waste material from the landfill. Residents receive a 95-gallon cart and coupons biannually that can be redeemed at area stores for 30-gallon paper yard waste bags. Yard waste is collected once per week and the collected material is taken to the compost facility at the Haley Pike Waste Management Facility.

Holiday Tree Recycling Program – Lexington's Division of Waste Management collects natural holiday trees and natural wreathes, gardens and gourds. Each year since 1990, Lexington has provided free collection of whole trees after the holiday season concludes. Trees are hauled to the composting facility to be mulched alongside other yard waste material. The Division also accepts pumpkins and gourds in the curbside collection program, which are treated as yard waste materials and composted after the fall holiday season.

Vacuum Leaf Collection Program - Residents of Fayette County who receive city waste collection service also receive curbside vacuum-leaf service every fall season. Streets & Roads crews service neighborhoods with specialized vacuum-equipped trucks to collect leaves that have been raked onto the curb or easement. Each neighborhood receives one pass on their streets. Lexington has the ability to notify affected residents through an alert system. Collected materials are taken to the composting facility for processing.

Landscaping Companies and Business Drop-off – Yard and landscaping companies may drop off material at the composting facility at the Haley Pike Waste Management facility, for a fee.

Yard Waste Drop-Off (Public) – Lexington provides a staffed yard waste drop-off center for Fayette County residents at the Haley Pike Waste Management Facility. Residents who do not have curbside yard waste collection available to them may utilize the facility for drop off; residents who have curbside collection, but have additional needs, may also utilize the facility. Lexington allows Fayette County residents to drop off up to two loads of material, free of charge, per month. The hours for the drop off facility are Monday, Tuesday, Thursday, and Friday, from 8 a.m. to 6 p.m. and the first Saturday of every month from 9 a.m. to 3 p.m. The facility is closed on Wednesdays and the other Saturdays of the month. Personnel are available to assist residents during public drop off hours.

Composting Workshops – Beginning in 2011, Lexington's Waste Management began offering periodic workshops for residents on how to start and maintain a home composting system. The purpose of these workshops is to encourage interested residents to handle their own yard waste and some food scraps, and help reduce the amount of that material going to the landfill or the composting facility. All participants receive a kitchen composting container to help in their homes. The Fayette County Cooperative Extension Office has been a partner in this effort.

8. If recycling is deemed not feasible, provide specific details supporting that decision: N/A

9. Describe how used motor oil, batteries, and antifreeze are handled in your SWMA:

Used Oil and Oil Filters – Internally, motor oil is recycled by Lexington’s Division of Fleet Services. Fleet Services also recycles auto batteries and antifreeze.

Fayette County residents may take their used motor oil year-round to different collection sites, at no charge, in a non-leak, disposable container. To dispose of used oil filters, the oil should be drained out of the filter for a minimum of 48 hours. Once empty, oil filters can be disposed of with regular trash. Drained motor oil can be collected and taken for recycling to any hazardous waste collection event. Used oil is also accepted at select Lexington auto stores, but there may be a fee for disposal.

Rechargeable Batteries - Fayette County residents can drop off rechargeable batteries at Lexington’s Electronics Recycling Center for recycling. Rechargeable batteries are also accepted at any hazardous waste collection event.

Non-recyclable Alkaline Batteries – A, AA, AAA, C and D batteries can safely be disposed of in the regular trash, or they are also accepted at the Electronics Recycling Facility. Alkaline batteries are also accepted at any hazardous waste collection event.

Lead Acid Batteries - Lead acid batteries used in cars/trucks, boats, motorcycles, and lawn mowers must be recycled. Spent (used) batteries can in some cases be returned to the supplier, or they can be dropped off at any hazardous waste collection event.

Antifreeze - Fayette County residents may drop off antifreeze at any hazardous waste collection event.

All of the materials may be saved by residential customers and brought to annual hazardous waste collection events at no cost, where they will be safely disposed (and recycled when feasible).

10. Describe how household hazardous waste is handled in your SWMA:

Household Hazardous Waste Collection Events - Lexington hosts hazardous materials collection events for all residents on a bi-annual basis. The fall household hazardous waste collection events are supported through grant funding from Kentucky's Division of Waste Management to help divert these materials from the regular landfill-bound waste stream. Divisional funding supports an additional drop off event in the spring. The Division contracts with an approved hazardous waste disposal vendor, who is instructed to recycle or reuse materials whenever possible.

Year-round Disposal Information – Lexington maintains an informational, interactive series of webpages that contains helpful information to residents throughout the year on safe disposal options available to them for the most common household hazardous waste.

Grant Funding Available - The Division of Waste Management has applied for and received funding for an event to be held during the 2023 fiscal year.

11. Are electronics/computers recycled in your SWMA?  Yes  No

11a. If yes, describe your electronics/computer (e-scrap) recycling program:

Electronics Recycling Facility – Lexington owns and operates a year-round Electronics Recycling Center at 1306 Versailles Road. This drop-off facility is managed by the Division of Waste Management and is open to all Fayette County residents. Items accepted include: computers, printers, copiers, handheld games, cell phones and other communication devices, microwave ovens, televisions and monitors, CDs, DVDs and their cases, audio and video players/equipment, small corded electrical items (such as toasters, hair dryers, or radios), holiday lights and extension cords, fluorescent light tubes (no CFLs), MP3 players, PDAs, laptops and electronic tablets, and rechargeable and alkaline batteries (no automotive/lead-acid batteries accepted). The center is open Monday, Tuesday, Thursday and Friday from 8 a.m. to 4 p.m., Wednesdays, from noon to 4 p.m., and Saturdays from 8 a.m. to noon.

Lexington maintains a contract with an r2 certified e-scrap recycler to ensure the secure and regulated recycling of the electronics collected. Materials collected at this facility are sent to a qualified and certified vendor for recycling.

Social Services Electronics Recycling Program - In coordination with the Division of Social Services, Lexington’s Division of Waste Management facilitates a program where registered 501c3 non-profits within Fayette County may apply to reuse working electronics that are brought to the Electronics Recycling Facility. The organizations may utilize the materials as long as they need to, and they are also required to bring materials back to the facility for recycling if and when they no longer need the items.

11b. If no, discuss any plans your governing body has to start an electronics/computer (e-scrap) recycling program: N/A

12. Is office paper recycled in your SWMA?  Yes  No

12a. If yes, what businesses or agencies recycle office paper?

Comingled Collection – Lexington collects recyclables from more than 3,000 local businesses, including all city facilities, most apartment complexes and schools. Paper is a large part of the collected recyclable material stream and is collected through the source-separated yellow paper dumpsters or sorted at Lexington’s Recycling Facility if received in the comingled mix. Paper is then shipped to various paper mills to be recycled, creating revenue for the program.

Regular Shredding Services – Many Lexington businesses, such as hospitals and banks, pay shredding companies to shred and recycle office paper to keep safe any sensitive information.

Paper Shred Events – Lexington hosts bi-annual Paper Shred events with Shred-it, a division of Stericycle. These events provide an opportunity for citizens to drop off paper materials to be securely shredded and recycled into low-grade paper products.

12b. If no, explain why office paper is not recycled in your SWMA: N/A

13. What efforts has your governing body made to assist the local school boards in recycling white paper and cardboard to meet the statutory requirements in KRS 160.294? If there have been none what will the county do to assist in this endeavor? Include dates in the implementation schedule:

Since 2006, Lexington’s Division of Waste Management has collaborated with Bluegrass Greensource in developing an outreach and education program targeting schools, both public and private, grades K-8. This service is provided to Fayette County Schools at no extra cost to the school system with the overall goal of promoting significant diversion goals. The program helps not only schools, but also apartments and businesses that would like to start or expand recycling efforts. In particular, over 150 schools are touched each year by the education and outreach efforts performed by Greensource on behalf of Lexington. Paper and cardboard are collected with recycling dumpsters unless the school is unable to acquire a dumpster unit. Paper is collected as part of the comingled recycling program.

**B. Recycling Program Strengths**

Describe the strengths of your existing recycling program:

Stable Funding Source – Lexington has a stable funding source for waste collection. Funding for the collection of all types of solid waste in Lexington’s collection area is provided by an ad valorem property tax. Each household or business that receives city collection services pays an ad valorem .1423 cents on each \$100 of the assessed value of the house, according to the Fayette County Property Valuation Administrator and Lexington city ordinance.

Recycling Center Value to Central Kentucky – The Lexington Recycling Center is owned and operated by the city and provides an option for recycling to the surrounding Central Kentucky region. The facility partners with other regional municipalities to bring comingled recyclable items to be sorted and processed and share in the earned revenues from the marketing of materials. Affiliate partners enter into a contractual Memorandum of Understanding agreement with the City of Lexington. One requirement within the agreement includes fees for processing, glass recycling and trash disposal assessed to the affiliate.

Public Collection Events - Lexington offers a variety of specialized collection events at no extra cost to residents in order to provide an easy way to divert hazardous waste, paper and other types of materials from being sent to landfills. Paper material collected and shredded at events is recycled into low-grade paper products. Hazardous materials collected are recycled or reused when it is possible. Lexington has noted a general increase in overall citizen participation in such programs throughout the years due to increased awareness throughout the county and improved forms of advertising and outreach. This increase in participation, particularly with household hazardous waste collection events, is notable in part because of a more frequent offering of the events than was available in past years.

Market Research for Expansion Opportunities – Lexington is exploring the expansion of materials accepted at the Lexington Recycling Facility, such as plastics 3-7, and in particular, Polypropylene.

Equipment Upgrades - Lexington has pursued projects that utilize up-to-date equipment, such as trucks run on CNG fuel and the Routeware fleet management system. These advanced technologies have created a high level of overall operational efficiency. In June 2010, Lexington’s

Recycling Facility converted to single-stream recycling collection and processing system. The eight ton per hour processing line was replaced with a new 24 ton per hour Machinex processing line. The tip floor and paved bale storage was expanded at the same time. Since 2010, the facility has also undergone smaller-scale upgrades such as an additional area for cardboard processing and a planned addition of a second baling machine for cardboard baling. In 2021, the facility underwent a \$4,000,000 upgrade which installed a new optical sorting system that allowed for an expansion of acceptable recycling materials. With the addition of this machinery, the facility began accepting aseptic carton containers. Also with this upgrade comes the opportunity to divert more items from the landfill-bound waste stream, as well as increase program revenues.

High-quality Equipment – Good equipment, such as durable collection carts and collection trucks, help strengthen Lexington’s recycling efforts. In addition, having a stable funding source for recycling programs has allowed Lexington to in turn have an aggressive maintenance and replacement system for carts and equipment.

Comprehensive Recycling Services – Services provided for the Urban Service District city collection area that include: appliances pick-up and recycling, Exempt Collection for customers physically unable to roll a cart, recycling program, yard waste collection program, vacuum-leaf collection, Electronics Recycling Center, drop-off and convenience centers for recycling throughout the city, Live Green Lexington Program, commercial and business recycling collection program, and event recycling.

Electronics Recycling Facility – Lexington owns and operates an Electronics Recycling Facility, which is open six days a week and gives all Fayette County residents an opportunity to drop off electronic waste to be recycled. This facility does not require a fee for drop off and helps divert electronic materials that can be salvaged and recycled to be diverted from landfills.

Special Event Recycling Services – In coordination with the Mayor’s Office, Lexington provides specialized event services to organizations hosting large-scale events within Fayette County. The Division of Waste Management is able to provide a variety of waste and recycling services to best suit events of varying locations and sizes.

Education and Outreach Efforts – Lexington maintains its continued investment in program education and outreach efforts to further program goals, encourage public engagement and increase waste collection efficiency. Strong education and outreach efforts that include web pages, seasonal newsletters and postcards, government television, local radio, local media, community presentations, fliers, magnets, advertisements on city collection trucks, videos on web sites such as the virtual recycling facility tour, educational booths at events, and tours of the recycling center.

Private Hauling Recycling Services – All private haulers operating in Lexington offer curbside residential recycling to customers, usually for a nominal fee.

Universal Recycling Collection – Lexington has a universal recycling collection program, which gives all citizens access to recycling. Access is provided through city collection, private collection, a staffed convenience center or un-staffed drop-off centers.

Citizen’s Environmental Academy – Another popular program, this department-wide effort is a great tool to educate interested citizens in city programs. This program, referred to as the Citizen’s Environmental Academy, is designed as a year-long series of informational sessions geared towards creating a graduating "class" of well-informed, engaged citizens that are knowledgeable on all work of the Department of Environmental Quality and Public Works. Program participants take part in presentations on city programs, perform hands-on activities and tour city facilities such as the Town Branch Wastewater Treatment Plant and the Lexington Recycling Facility.

GreenCheck Program - Lexington developed a program to incentivize businesses and organizations to save energy, conserve water, and increase recycling efforts. This program offers applicants the chance to receive assistance from outreach staff to achieve goals. An award ceremony is held annually, along with social media and newspaper shout-outs, to recognize the highest-achieving program participants.

Increase of Recycling Tonnage Received – The Lexington Recycling Center has seen a continued increase in the amount of material it processes. Many types of outreach and enforcement efforts are in place that help decrease contamination as much as possible.

Ban of Yard Waste in Green Trash Cart – Residents that place yard waste in the trash cart receive a violation tag placed on the container explaining why it could not be emptied by waste collectors. Yard waste must be put in the yard waste container or paper yard waste bags – or properly bundled – to ensure curbside collection.

**C. Recycling Program Weaknesses**

Describe the weaknesses of your existing recycling program:

Contamination of Recyclables – Contamination of recyclables collected and sorted at the Lexington Recycling Facility is an ongoing issue. Coordinated efforts are specifically geared towards correcting confusion and incorrect usage of recycling containers.

Lack of Franchise Agreement with Private Haulers - Local private haulers are not required to enter into a franchise agreement or any other type of agreement to collect solid waste in Fayette County; therefore, Lexington has little control over private hauler operations and results in a lack of a basic level of service requirement.

Lack of Construction Demolition and Debris/Recovery Facilities – There is a general lack of these recovery and recycling facilities, opportunities or markets.

Regional Limitations to Recycling Markets – Lexington is situated in a region of the country that does not host a large recycling market. This limits the amount of materials that can be accepted through Lexington’s recycling program due to the revenue that can be generated from each particular item. It is due to area markets that makes recycling a regional effort, and recycling programs can accept different items depending on demand in a particular region. This can create confusion for residents who move to Lexington from other areas of the country and requires continued education and outreach efforts to ensure only the proper materials are placed in recycling collection carts or dumpsters.

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**D. Recycling/Reduction Implementation Schedule**

List a detailed account of specific actions or projects the governing body will complete to maintain or improve its recycling/reduction system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) Educate the Lexington public on new recyclable items and what is currently accepted in the recyclable program. Continue aggressive outreach efforts to decrease contamination and increase overall recycling tonnage collected. Coordinate with affiliate partners to ensure education efforts are underway in surrounding municipalities. Strengthen community partnerships to enhance collection, education, local economic benefits and overall awareness of recycling options and goals.	Monthly	01/2023	12/2027
2.) Explore new markets and potential items to be recycled in the region. Partner with Carton Council of North America and local and national level industry and markets to continue enhancing Lexington's recycling program wherever possible. Research markets for Polypropylene plastics and pursue future recycling opportunities.	Annually	01/2023	12/2027
3.) Expand composting efforts, yard waste collection efforts, and other forms of organic materials collection currently in place. Conduct periodic education workshops on composting, and continue or increase education efforts surrounding current and future yard waste and organics collection programs. Research industry innovations with Lexington's selected consultants. Where possible, work with partner cities to increase organics diversion programs.	Monthly	01/2023	12/2027
4.) Utilize waste characterization audits to identify areas of program strength and weakness. Strengthen outreach to areas of the waste stream that show a high level of potential for diversion. Guide future education and outreach focus based on waste audit results.	As needed	01/2023	12/2027
5.) Divert bulky items from landfills for alternate markets for recycling and reuse. Research programs in other cities to adopt best practices for diversion. Work with community partners such as Habitat for Humanity to encourage increased option for donation, reuse and repurposing.	Monthly	01/2023	12/2027
6.) Perform strong outreach and education efforts to continue and increase curbside recycling participation. Work with private haulers to ensure education is accurate to customers. Offer more drop sites throughout Lexington to encourage recycling for those residents that do not receive curbside collection of recyclables.	Monthly	01/2023	12/2027

**5. OPEN DUMPS AND LITTER**

**A. Open Dumps and Litter**

1. Describe the contents of your ordinance with respect to open dumping. Provide a copy of the section of the ordinance(s) pertaining to open dumping and place at the end of the report with a cover sheet labeled "**Chapter 5 Attachments.**"

Enforcement Officers – The Division of Waste Management has a team of Enforcement Officers tasked with enforcing city ordinance pertaining to waste collection and disposal. The ordinance outlines prohibited behaviors regarding littering and nuisances.

Code Enforcement – In addition to Division of Waste Management's Enforcement staff, the Division of Code Enforcement also assists by addressing issues that deal with diminished property values.

The ordinance also outlines penalties for infractions of city ordinances relating to litter and nuisances:

**Nuisance abatement; litter regulations:** Depositing of litter prohibited. It shall be unlawful for any person, in person or by his agent, employee or servant, to cast, throw, sweep, sift or deposit in any manner in or upon any public way or other public place in the urban county, or any river, canal, public water, drain, sewer or receiving basin within the jurisdiction of the urban county government, any ashes, debris, garbage, refuse or waste of any kind, whether liquid or solid. Nor shall any person cast, throw, sweep, sift or deposit any of the aforementioned items anywhere within the jurisdiction of the urban county government in such manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain or snow, into any of the aforementioned places.

Nuisance shall mean any condition or use of premises or of building exteriors, which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located. This includes, but is not limited to, the keeping of the following:

- Ashes, debris, garbage, lumber, bricks, cinder blocks, insulation material, building debris, refuse, trash or waste of any kind, whether liquid or solid.
- Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.

Material such as that identified in bulleted sections above shall not be dumped, buried, covered over, plowed under, used as "fill" or otherwise disposed of upon private property within the urban county, which is zoned for agricultural uses. Material disposed of in violation of this subsection is hereby declared a nuisance. The foregoing prohibition shall not apply to private property zoned for agricultural uses where the property owner has obtained a valid landfill permit in accordance with chapter 16 of this Code, or where the material has been generated solely by the property owner through construction or other activity for the business of agriculture upon his or her private property subject to any state or local regulations regarding water quality or groundwater restrictions.

Nuisance conditions on private property also include prohibiting the exterior storage of non-operating or non-licensed vehicles and the exterior use or storage of indoor furniture.

**Notice to abate:** The Commissioner of Public Safety or citation officer shall serve a notice upon the owner of any premises on which there is kept or maintained any nuisance in violation of the provisions of this chapter. Such notice shall demand abatement of such nuisance within ten (10) days of notice, unless such nuisance constitutes an immediate danger to health and well-being of the community, in which case the notice shall demand abatement within twenty-four (24) hours of the notice. The notice shall also include the following:

- A statement to the effect that civil penalties of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) may be imposed if two (2) or more notices to abate a nuisance have been issued to the same owner, on the same property, within a twelve-month period and that civil penalties so imposed will be added to the bill for the cost of abatement, if any; and
- Abatement by urban county government: If the owner so served does not abate the nuisance or file a notice of appeal within ten (10) days, the urban county government may proceed to abate such nuisance.
- Lien: The urban county government shall have a lien against the property for its costs incurred in such nuisance abatement and for any civil penalties assessed for violations of chapter 12.

Any person affected by a notice to abate a nuisance shall have the right to request, and shall have granted, a hearing on the matter; provided that such person shall file, with the administrative hearing board or its designee, a written request for such hearing and the grounds therefore within ten (10) days.

Please refer to the Chapter 5 Attachments for full details included within the ordinance.

## 2 What is your process for identifying and recording open dumps?

**Process for Open Dump Reporting -** Lexington defines an open dump as: An area of solid waste disposal with contents in excess of one cubic yard (approximately one-half of a standard pickup truck bed) that never held a formal permit and was never known to have been the community's de facto waste disposal site. City divisions also report any sites they see while traveling regular routes, and inspectors will regularly travel any roads not normally covered by city divisions that help report. The inspector will record the GPS location and document the dump by taking pictures and making a list of the items found at the site. The state's field operations branch uses a Dump Characterization Sheet to address and cleanup any identified dump sites within one month of their identification:

- A GPS unit records the latitude and longitude of each open dumpsite and pictures are also taken to help identify the dumpsite and record the items found there. The inspector also prepares a written list of items found at the dumpsite.
- The GPS information is downloaded into the city's geographical information system to create a map.
- Lexington then notifies the state's field operation branch to arrange a site visit.
- A Dump Characterization Worksheet is completed.
- Dumpsites shall then be scheduled for cleanup within one month of the site visit from the state's field operation branch.

Citizens may call Lexington's call center (LexCall 311) to report litter or open dump sites they may discover. An inspector will visit each reported open dump site.

The Division of Waste Management works with various city divisions such as Police, in order to clean up areas where dumping occurs. The Division also works with the Commonwealth of Kentucky to report problems and received notifications of situations reported through the state.

3. How does the SWMA prioritize the cleanup of open dumps?

Any dump site that has been identified by Lexington shall be cleaned up as soon as possible and prioritized based on the size, magnitude and makeup of the open dump.

The Division of Waste Management also works alongside programs like the Great American Cleanup and Kentucky River Clean Sweep which work to clean up litter-prone sites throughout Lexington.

4. Describe the procedures to prevent the recurrence of open dumping at sites that have been cleaned (include surveillance efforts, pull-off barricades, etc.):

To prevent the recurrence of illegal dumping at sites that have been cleaned, Lexington's Division of Waste Management's and its Enforcement Team suggest:

- Posting "No Dumping" signs,
- Fenced, gated or blocked off areas to make them inaccessible for dumping,
- Closed roads with barriers to discourage dumping,
- Requesting state cameras to try to identify persons illegally dumping,
- Lexington provides low cost or free alternatives for waste disposal such as:
  - o Offering Loan-a-Box program to all residents
  - o Collection of mattresses and bulky items at no additional cost
  - o Appliance and dead animal collection at no additional cost
  - o Household Hazardous Waste Disposal Days at no additional cost
  - o Yard waste collection and drop-off center option at no additional cost
  - o Quarterly Disposal Days at no additional cost
  - o Encouraging private haulers to provide bulky items collection to their customers
  - o State tire amnesty program at no additional cost
  - o Promoting reuse of materials through programs such as Habitat for Humanity ReStore's paint-reuse program
  - o Medicine take back days at no additional cost

As outlined within the ordinance pertaining to proper waste collection and disposal, fines and citations are issued to problematic locations that are documented as not following city ordinance.

The Division of Waste Management is actively involved in community cleanup efforts to support beautification efforts, avoid public health hazards and to contribute to the overall economic vitality of Lexington.

5. Describe any assistance your SWMA offers to private property owners to clean open dumps:

Private property owners may utilize all of the resources mentioned in the above question, as well as:

Loan A Box Program – This service is provided by Lexington's Division of Waste Management and is available to all citizens within the Urban Service District of Fayette County. A citizen or neighborhood association may schedule to have a 10 cubic yard box dropped overnight or over the weekend in a specified location to be used for individual or neighborhood cleanup projects. The program is provided year-round.

Division of Adult and Tenant Services – Lexington's Division of Adult and Tenant Services has a program to assist low-income citizens on landfill user costs and tipping fees.

Lexington Housing Authority – The Division of Waste Management works with entities such as the Lexington Housing Authority and area homeless shelters to address set out issues.

- Providing low cost or free alternatives for waste disposal, such as:
  - o Collection of mattresses and bulky items at no additional cost
  - o Appliance collection at no additional cost
  - o Yard waste collection and drop-off center option at no additional cost
  - o Quarterly Disposal Days at no additional cost
  - o Encouraging private haulers to provide bulky items collection to their customers
  - o State tire amnesty program at no additional cost
  - o Encouraging residents to take paint and construction materials to Habitat for Humanity's ReStore.

6. Describe your plan to control and clean up litter:

Lexington hosts and supports many programs throughout the year that provide an overall combined effort preventing litter from becoming a hazard in the county.

Litter Crews – Lexington’s Waste Management has a crew dedicated to collecting material from sidewalk pitch in containers in the downtown area. This same crew also regularly monitors known illegal dumping sites and picks up litter in rights-of-way, dead-end streets, alleys in the downtown area and vacant lots owned by the city. Crews are also deployed to assist with trash and recycling collection as well as litter cleanup during and after large city or private events.

Community Service Program (Workers from the Detention Center) - The Community Service Program sends residents of the Lexington Detention Center to pick up litter and debris from Lexington streets.

Great American Cleanup - For over 20 years, Fayette County has been a part of the Great American Cleanup, which enlists individual volunteers, civic organizations, neighborhood associations, and businesses to help pick up litter and debris through a series of scheduled cleanup events. This program runs from March to May of each year and is sponsored by the Keep Lexington Beautiful Commission.

Kentucky River Clean Sweep - For over 25 years, volunteers and city staff have gathered at the Clay’s Ferry Dock to participate in the Kentucky River Clean Sweep. Debris, trash and recyclables are removed from Fayette County’s portion of the Kentucky River.

Code Enforcement – When a nuisance (waste of any kind) is found on private property or through a complaint from a citizen, Lexington’s Code Enforcement officers are authorized to investigate and serve a notice to the property owner to abate the nuisance within 10 days. If the nuisance is not abated within this time period, Lexington will abate the nuisance and send a bill for the cost of the abatement to the property owner.

Street Sweeping – Lexington’s Streets and Roads Division regularly cleans each street in the full urban services area and some partial services areas once per month. Streets not in these service areas are swept at least once per year. Street sweepers pick up about 3,000 tons per year.

Hazmat Team - In the case of a hazardous materials spill, the hazardous material team (from Lexington’s Fire Department) goes immediately to the scene to try to mitigate the hazard, find the responsible party and coordinate the cleanup. If the responsible party cannot be found, Lexington takes responsibility for the cleanup.

Special Events Crew - For special events, such as the Fourth of July and the annual Roots and Heritage Festival, Lexington Waste Management provides extra waste containers, for both trash and recyclables, and a cleanup crew during and after the event. At some events, the Division of Streets and Roads and the Division of Parks and Recreation also assist in the cleanup, dependent on location.

Streets and Roads – Lexington’s Division of Streets and Roads is responsible for cleanup of Lexington’s roadways during disasters, such as storms and tornadoes.

Keep Lexington Beautiful Commission – Lexington is a Keep America Beautiful affiliate and created the Keep Lexington Beautiful Commission, which has been very active in addressing litter problems and sponsoring cleanup events. The Keep Lexington Beautiful Commission receives funding to help out with their mission of keeping Lexington clean of debris and litter, and they host a Litter Index survey each spring that assesses areas of Lexington to be prioritized for cleanup efforts.

City Mowing Contracts – The Division of Environmental Services contracts with mowing companies to handle properties that need to be mowed. The contractors are required to collect litter before mowing and report the number of bags collected.

Please refer to the list included in Chapter 5 Attachments for a full list of litter cleanup efforts and events supported by the Division of Waste Management and the Department of Environmental Quality and Public Works.

7. Describe the coordination efforts that exist within your SWMA with local, county and state law enforcement. If your county has a litter ordinance, provide a copy of the ordinance(s) or the portion of the solid waste ordinance(s) pertaining to litter and place at the end of the report with a cover sheet labeled “**Chapter 5 Attachments.**”

Litter and illegal dumps observed on private properties are addressed by Lexington’s Code Enforcement Division.

Police, Planning and Code Enforcement share information on the number of citations issued each year with the Division of Waste Management in order to accurately report the data within the State Solid Waste Annual Report.

The Divisions housed within the Department of Environmental Quality and Public Works are organized to allow for effective collaboration amongst the divisions. This helps in communication and coordinated efforts, to address litter prevention and cleanup.

Lexington continues to work in a coordinated fashion with city divisions and state departments to prevent problems from happening in the first place and quickly address any reported or persisting issues that have already occurred. Such efforts include sites of illegal tire dumping. The Division of Waste Management assists in cleaning up sites and prioritizes such projects.

**B. Open Dump Prevention Strengths**

Describe the strengths of your program to clean and prevent open dumps:

Loan A Box Program - The Loan A Box dumpster rental program is a mutually-beneficial program that provides an easy method of disposal for qualifying Lexington residents while in turn preventing open dumping. Within the last five year planning period, the program has expanded the number of dumpsters available for rental at any one time to twenty per day. This program helps deter residents from otherwise dumping unwanted materials illegally in other parts of the county.

Coordinated Efforts Amongst Divisions – Even though the Division of Waste Management and the Division of Streets and Roads are primarily responsible for cleaning up litter and illegal dump sites on rights-of-way and abandoned lots, Lexington has other divisions that assist, if needed, such as Parks and Recreation. This allows Lexington to pool resources of manpower and equipment.

Special Cleanup Efforts – Lexington participates in many cleanup efforts and programs to deter open dumps, such as: Kentucky River Clean Sweep, Community Service Program from the Detention Center, and Great American Cleanup.

Numerous Disposal Options – Waste Management offers many free or low-cost disposal options built into the package offered to residents receiving city waste collection to prevent open dumps from becoming a prevalent issue in the county, such as:

- (a) Quarterly Disposal Days at no additional cost
- (b) Collection for bulky items, tires, mattresses, and appliances at no additional cost
- (c) Appliance collection at no additional cost
- (d) Lexington Recycling Facility – drop off sites at no additional cost
- (e) Paper Shred Events – at no additional cost
- (f) Household Hazardous Waste Collection Events - at no additional cost
- (g) Electronics Recycling Center – electronics and fluorescent light bulbs can be dropped off at no additional cost
- (h) Collaboration program with Habitat for Humanity ReStore where latex paint can be dropped off at no additional cost
- (i) State tire amnesty program when it is available (usually every three years) at no additional cost
- (j) Collection days for medicine at no additional cost

City Call Center - LexCall, Lexington's city call center, is available Mondays through Fridays from 8 a.m. until 6 p.m. to answer any questions and take down any calls regarding litter or spills that residents may report. This readily-available staffed call center allows for the ability to immediately address issues. Residents may also leave messages after hours, or report issues via the website form or phone application.

**C. Open Dump Prevention Weaknesses**

Describe the weaknesses of your program to clean and prevent open dumps:

Although Lexington has taken measures in some cases to prevent recurrence of illegal dumping at a site, the existing program does not make prevention a priority.

Efforts to prevent illegal dumping at some recurring sites have been unsuccessful.

**D. Open Dump Prevention Implementation Schedule**

List specific actions or projects your SWMA will complete to maintain or improve its open dump abatement program. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Continue regular review of ordinances to see if they can be strengthened to help further prevent incidents of open dumping in Lexington. Investigate the possibilities of utilizing community service workers in cleanup efforts and development of brownfields. Provide any outreach that would benefit said possible projects.	Annually	01/2023	12/2027
2.) Encourage increased research of options for marketing litter commodities such as scrap metal or mixed plastic materials cleaned up from open dump site clean ups. Educate program participants that scrap metal can be recycled, but that it can pose severe hazards to equipment at the Lexington Recycling Facility if discarded into the recycling stream.	Annually	01/2023	12/2027
3.) Coordinate efforts closely with the state on open dump prevention and management programs such as the tire amnesty program, and to receive grant funding when needed to help in open dump site cleanup efforts. Review ordinances to see if they can be strengthened. Work with Code Enforcement to issue citations to property owners when a nuisance is found. Ensure the public is aware of opportunities and programs that prevent open dumping.	Annually	01/2023	12/2027

4.) Offer beneficial programs and disposal alternatives, at no cost whenever possible, to residents to continue prevention of open dumps before they occur. Provide education regarding medical takeback options and infectious waste disposal. Make information about said programs widely available.	Monthly	01/2023	12/2027
5.) Conduct cleanup efforts that engage scrap yards, auto dealers and the public to assist in preventing open dump sites. Participate in RiverSweep, the litter index survey and Great American Cleanup events annually. Educate the public on ways they may engage in and assist with community efforts.	Monthly	01/2023	12/2027
6.) Explore new and different ways technology can be utilized to help identify and even prevent open dump sites, such as utilization of surveillance cameras, signage and GPS. Ensure any necessary education that could assist in implementing new technologies is made widely available to residents.	Monthly	01/2023	12/2027

**E. Litter Prevention Strengths**

Describe the strengths of your program to control and clean up litter:

Lexington is committed to funding the cleanup of litter sites and reducing the amount of litter in Fayette County

Loan A Box Program - The Loan A Box dumpster rental program is a mutually-beneficial program that provides an easy method of disposal for qualifying Lexington residents while in turn preventing litter. The program has increased the number of dumpsters available for rental at any one time to twenty. This program helps deter residents from otherwise littering unwanted materials in other parts of the county.

Special Cleanup Efforts – Lexington is committed to continue participation in cleanup events, such as The Great American Cleanup, and the Kentucky River Sweep, and continue to support local organizations, groups and neighborhood associations in their litter cleanup events. Lexington is also committed to special efforts such as:

- (a) Street Sweeping Program
- (b) Containers and crews at special events
- (c) Collaboration with other divisions
- (d) Use of Detention Center crews for litter cleanup
- (e) Waste Management crew that cleans alleys, downtown streets and sidewalks, on a routine basis

Litter Abatement Grant – The Department of Environmental Quality and Public Works applies for the Litter Abatement Grant offered by the Commonwealth of Kentucky. This grant is pursued annually, and provides vital resources needed to help prevent litter and debris from building up in areas of town.

Ancillary Crew - The Division of Waste Management has a dedicated ancillary crew that assists with servicing public pitch-in waste containers in the downtown area and add carts or containers when necessary, including extra containers added to community reinvestment areas. There is also a dedicated litter crew that ensures areas of downtown are kept clean.

Bluegrass Greensource and GreenCheck Program – The ongoing efforts of Bluegrass Greensource, contractors with the City of Lexington on a variety of environmental goals, help abate litter and clean it up where it is problematic by supporting cleanup efforts. The GreenCheck program encourages businesses, apartments and schools to increase green practices such as recycling, energy conservation, conduct litter cleanup events, educate staff about litter, provide containers at key spots, provide pocket ash trays to employees that smoke and maintain litter free zones around their businesses.

Keep Lexington Beautiful Commission – This Commission has been very active in addressing litter problems and sponsoring cleanup events. The Commission also receives grant funding and undertakes various projects to combat severe litter issues such as cigarette butt litter and other general litter. They determine areas of focus with an annual litter index assessment of the main parts of the city.

Numerous Disposal Options – Waste Management offers many free or low-cost disposal options built into the package offered to residents receiving city waste collection to prevent open dumps from becoming a prevalent issue in the county, such as:

- (a) Quarterly Disposal Days at no additional cost
- (b) Collection for bulky items, tires, mattresses, and appliances at no additional cost
- (c) Appliance collection at no additional cost
- (d) Lexington Recycling Facility – drop off sites at no additional cost
- (e) Paper Shred Events – at no additional cost
- (f) Household Hazardous Waste Collection Events - at no additional cost
- (g) Electronics Recycling Center – electronics and fluorescent light bulbs can be dropped off at no additional cost
- (h) Collaboration program with Habitat for Humanity ReStore where latex paint can be dropped off at no additional cost
- (i) State tire amnesty program when it is available (usually every three years) at no additional cost
- (j) Collection days for medicine at no additional cost

Stop Panhandling Now Program – In 2017, the Mayor's Office and local community service organizations began an initiative to stop

panhandling in Lexington and decrease litter. The program is supported by Lexington through providing transportation to locations where participating citizen are compensated for helping picking up litter. This effort is a cooperative program made possible by a public-private partnership amongst City Council, the New Life Day Center and other city programs. Organizations provide the funding that pays for the participants to pick up litter.

City Call Center – The Division of Waste Management works closely with council offices and other groups, providing general assistance with cleanup efforts when needed. LexCall, Lexington's city call center, is available Mondays through Fridays from 8 a.m. until 6 p.m. to answer any questions and take down any calls regarding litter or spills that residents may report. This readily-available staffed call center allows for the ability to immediately address any issues before they become larger problems. Residents may also leave messages after hours, or report issues via a website form and phone application.

Streetscapes Plan – Lexington has a comprehensive streetscape plan for the downtown area, which includes strategic positioning of waste and recyclable public receptacles.

Stormwater Education – Lexington has a strong educational campaign addressing stormwater issues, including litter. The campaign includes ads on buses, newspapers, electronic banners, social media, Web sites and local media, such as TV and radio.

Watershed Festivals – Lexington's Department of Environmental Quality and Public Works organizes numerous neighborhood watershed festivals where litter prevention education has been offered

**F. Litter Prevention Weaknesses**

Describe the weaknesses of your program to control and clean up litter:

Total prevention of littered areas has always been a challenge to fully achieve. However, Lexington continues to work hard in a coordinated fashion amongst city divisions, state departments, citizen efforts, and non-profits and school groups - all sharing an invested interest in the safety and cleanliness of Lexington - to prevent problems from happening in the first place and quickly attending to any reported or persisting issues that have already occurred.

Multiple city divisions can assist in litter issues and cleanup efforts but that can also cause difficulties in who is ultimately responsible for addressing the issue.

Although Lexington has taken measures to clean litter locations, the existing program does not make prevention or enforcement a priority.

**D. Litter Prevention Implementation Schedule**

List specific actions or projects your SWMA will complete to maintain or improve its litter abatement program. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) Administer and assist with cleanup efforts that engage and educate the public in preventing and cleaning up frequently littered areas of Lexington. For example, recruiting volunteers to participate in the Keep Lexington Beautiful Litter Index assessment to pinpoint target areas, and to also recruit volunteers to organize cleanup efforts in needed areas. Ensure street sweeping efforts continue. Work with the Keep Lexington Beautiful Commission to carry out objectives such as city-wide cigarette litter prevention. Educate the public on all available ways they may engage and assist in efforts.	Monthly	01/2023	12/2027
2.) Offer beneficial programs, at no cost whenever possible, to residents in order to continue preventing littering before it occurs. Make information about programs, such as the opportunities presented through the Great American Cleanup effort, widely available to residents and businesses. Utilize the GreenCheck Program as a way to reach out and further prevent litter.	Monthly	01/2023	12/2027
3.) Provide litter pickup in downtown areas, frequently-littered areas and alleyways. Respond to any complaints of litter issues that may be reported throughout the year. Work closely with the state on litter prevention and control programs and assistance. Work with the state to receive grant funding to help in litter cleanup efforts. Ensure the public is aware of opportunities and programs that help prevent litter cleanups from being needed in the first place.	Daily	01/2023	12/2027

<p>4.) Explore options for marketing litter commodities such as scrap metal or mixed plastic materials identified through litter clean ups. Educate program participants that scrap metal can be recycled, but that it can pose severe hazards to equipment at the Regional Recycling Facility if discarded into the recycling stream.</p>	<p>Annually</p>	<p>01/2023</p>	<p>12/2027</p>
<p>5.) Review ordinances to see if littering can be further prevented in any way. Investigate utilizing community service workers in cleanup efforts of minor thoroughfares. Prepare for and participate in large events such as Fourth of July to prevent litter from becoming a nuisance in Lexington's public spaces, especially with attendees coming from other cities. Provide necessary outreach to prevent litter from being an ongoing or persistent issue.</p>	<p>Monthly</p>	<p>01/2023</p>	<p>12/2027</p>
<p>6.) Regularly explore new or different ways that technology could be utilized to help identify and even prevent litter. Coordinate efforts with Streets &amp; Roads division to provide cleanup to roadways after severe weather events, regular street sweeping and litter pickup in areas of the county that may be outside the Urban Service Area. Ensure any necessary education that could assist in implementing new technologies is carried out.</p>	<p>Annually</p>	<p>01/2023</p>	<p>12/2027</p>

**6. FACILITY SITING**

*As per KRS 224.01-010, the definition for a "solid waste management facility" is any facility for the collection, storage, transportation, transfer, processing, treatment, and disposal of solid waste..." Solid waste facilities include, but are not limited to contained landfills, CD/D landfills, transfer stations, recycling centers and composting facilities.*

**A. Facility Siting**

1. Describe your SWMA's current siting ordinance(s). Include any local planning and zoning requirements. *Attach a signed and dated copy of the current siting ordinance(s) and place at the end of the report with a cover sheet labeled "Chapter 6 Attachments."*

Local Zoning Requirements for Landfills, Transfer Stations and Recycling Centers:

The current siting ordinance within the City of Lexington, attached, requires that any landfill, transfer station or recycling facility follow local as well as state and federal zoning guidelines when applying for a site permit. It should be noted, however, that LFUCG and all levels of government are exempt from Lexington's local zoning ordinance. As fully outlined within Article 14-5, all proposed facilities must go through an application process via the City of Lexington's Planning Commission and subsequent council approval. Any application considered must pass

all requirements outlined within the ordinance itself, and must follow the procedures and standards for approval of the exclusive use zone. City council may also approve rezoning an area to house a proposed landfill site if they determine the need exists and all zoning requirements may be fully met.

Landfills are permitted in the EX-1 zone, an exclusive use zone created about 40 years ago for only landfill uses. Permits must be approved by the Planning Commission and City Council, but they must also be approved by both the Kentucky Department of Environment Protection and the Fayette County Health Department.

Transfer facilities are considered an "accessory use" in EX-1 zones for any landfill use. They are subject to both development and operation plan approvals by both the Planning Commission and the City Council. Any transfer station independent of landfill use is considered "conditional use" in locations zoned Heavy Industrial (I-2). They are subject to review and approval by the Urban County Board of (Zoning) Adjustment after a public hearing is held giving property owners in the area a chance to submit comments. All local, state and federal laws are applicable to transfer station zoning restrictions. There are extensive prerequisite conditions that must be adhered to, such as hours of operation and spacing requirements in relation to other residential or agricultural-rural zoning areas.

Industrial recycling facilities are permitted in Light Industrial (I-I) areas within the ordinance, and are considered "principal permitted use" allowing: "Recycling, sorting baling and processing of glass and nonferrous metals including copper, brass, aluminum, lead and nickel, but not including automobile wrecking yard, building materials salvage, junk yard or other uses first permitted in the I-2 zone. Recycling and processing of paper scrap and storage of waste paper shall be permitted only when wholly conducted in a completely enclosed building." Prerequisite requirements exist for such facilities, such as spacing in relation to residential zones and operating in completely enclosed structures.

In cases where a local requirement or ordinance, Lexington follows the state laws concerning siting and/or zoning of any waste management facility.

2. Describe in detail the site approval process for your SWMA. Attach a copy of the siting procedures and place at the end of the report with a cover sheet labeled "**Chapter 6 Attachments.**"
- 3.
4. (Ignore numbers off to the left side; cannot remove them; will white them out before submitting report)
5. Steps involved in a Zone Map Amendment for an EX-1 zone (Landfills):
- 6.
7. 1. A pre-application conference shall be held at least five (5) working days and not more than three (3) months prior to filing an application.
8. 2. Application materials prepared by the applicant.
9. 3. File the application. The information required to file an EX-1 zone is listed below:
10. a. General Information Sheet (part of the application materials)
11. b. Legal Descriptions of the Zone Change (x7)
12. c. Property Information Maps (x50)
13. d. List of Surrounding Property Owners
14. e. List of Supplemental Property Owners (necessary if adjacent to Ag)
15. f. Notification Letters (including supplemental notice, if necessary)
16. g. The Deed (x2)
17. h. Certificate of Land Use Restriction (x2)
18. i. Geologic and Soils Reports
19. j. Topographic Maps
20. k. Preliminary Operational Plan
21. l. Preliminary Development Plan (x25)
22. m. Development Plan Application
23. n. Tree Inventory Map or Tree Protection Plan
24. o. Filing Fees (total of two (2) checks)
25. 4. Review of the zone change application will be made by the staff and the Zoning Committee prior to forwarding a recommendation to the full Planning Commission. The staff, Technical Committee, and Subdivision Committee review the preliminary development plan prior to forwarding a recommendation to the full Planning Commission.
26. 5. Applicant responds by letter to the Zoning Committee and Staff recommendation if the applicant wishes to postpone the request prior to placing it on the agenda.
27. 6. Postponed applications – Postponement notice letters are sent to the surrounding property owners.
28. 7. Advertising – The public hearing will be advertised in the local paper, the Lexington Herald-Leader, at least seven (7) days prior to the meeting.
29. 8. The Planning Commission will hold a public hearing. At the beginning of the meeting, postponement and withdrawal requests will be heard. The Planning Commission has ninety (90) days in which to act upon the requested zone change. The Planning Commission will then hear abbreviated cases, and then hear the discussion cases, typically in the order on the agenda. At the public hearing the Planning Commission will vote to approve, conditionally approve, or disapprove the zone change request. If the Commission approves the request, the applicant must get the preliminary development plan certified within two weeks of the Commission action, otherwise, any Commission action of approval of the zoning will be considered null and void.
30. 9. A report of the Commission's action will be sent to the City Council.
31. 10. The City Council acts upon the zone change request. The City Council may choose to conduct their own public hearing, or may choose to accept the Planning Commission's recommendation without a public hearing. The City Council must act upon the requested zone change within ninety (90) days of the Planning Commission's action.
32. 11. If the City Council rezones the property, then Final Development Plans, Operational Plans, and any additional reports (as necessary) can then be filed with the Division of Planning for Planning Commission Approval, prior to obtaining land disturbance, zoning compliance and/or building permits.
33. 12. Other permits required for operation – a) Kentucky Natural Resources and Environmental Protection Cabinet & b) Lexington-Fayette County Health Department.

3 List any planned modifications to your existing siting ordinance(s), siting procedures, planning and zoning requirements and/or land use regulations. If your SWMA does not have a siting ordinance, planning and zoning and/or land use regulations, what steps are planned for developing and enacting an ordinance or other local policy to regulate the use of land for solid waste facilities within your area?

Currently, there are no planned modifications to the existing ordinance.

4. Selection of a site for a solid waste facility can be very controversial and the public must be given an opportunity to understand and participate in the process. What steps are taken by the SWMA to ensure the public is informed and involved in the decision-making process for siting solid waste facilities within your area?

The site approval process contains a requirement for notification to be sent to surrounding property owners.

A public notice is also required to be advertised stating that a public hearing will take place prior to any permit being issued. The public notice must be advertised in the city newspaper at least seven days prior to the public hearing date.

5. The siting process at the local level and the permitting process at the state level are mutually supportive and share the same objective for solid waste facilities to meet environmental, engineering and operational standards, as well as be acceptable to the public. Describe how your SWMA coordinates local siting procedures with state permitting procedures for solid waste facilities.

Lexington adheres to policy which follows state permitting procedures as they pertain to local siting procedures.

## B. Facility Siting Strengths

Describe the strengths of your existing siting ordinance:

In Fayette County landfills are only allowed in the EX-1 zone. This means that if someone wanted to site a landfill, they would have to go through our zone change process. The zone change process usually takes 4-6 months to complete. The applicant must first make an application to the Lexington's Division of Planning, where their proposal will be reviewed by government staff from many different divisions, including, but not limited to: Engineering, Traffic, Building Inspection, Waste Management, Urban Forestry, and Fire. Mailed notice of the proposed zone change must be sent to all the properties owners within 400 feet of the proposed zone change. The Planning Commission then hears the application, where it is required to have a public hearing. Finally, the zone change application is acted upon by the City Council, who can choose to accept the Planning Commission's recommendation or conduct its own public hearing on the requested zone change.

This process allows ample opportunity for both technical review and public input, with the ultimate zoning decision being made by the City Council.

The EX-1 zone does not allow for any use other than a landfill and its accessory uses. Because of the time needed for a landfill to settle, it would not be appropriate for the land to be reused until the site has been completely restored. Should someone in the future wish to rezone the property for another use, they would have to go through the rezoning process described above.

In addition to the normal zone change requirements, the applicant must provide information concerning the soil and geologic characteristics of the proposed land, operational plans, and provide other information that will be important to the decision makers. Examples of the additional information are listed below.

- (a) In order for an applicant to file for a zone change to an EX-1 zone they must provide information on topography, for example, including the intake and discharge of all surface water, where fluids will be injected underground, and all proposed waste-processing facilities.
- (b) A soils report must be prepared by a certified geologist in order to review the soil for soil types, drainage class, flood hazard potential, and suitability of the soil as cover material, to name a few. The soil must be of a sufficient impermeable material to form a seal between the landfill and the bedrock.
- (c) A geologic report must be prepared by a certified geologist in order to review the nature of the terrain and bedrock. Maps showing information such as the composition of materials, hydrologic properties, porosity, and the depth of the water table are also required to be shown. The site must be located a safe distance from sinkholes, streams, lakes, wells, and other water surfaces.
- (d) Operational plans and maps are required to show any proposed fill areas, borrow areas, structures, fencing, and methods of operation. The applicant must also plan and schedule for site restoration, and the ultimate land use for the site, if possible.

The purpose of requiring additional information regarding the landfill is to protect the public health and safety, improve compatibility, and promote public welfare. All of this information is an important tool that the city can use when making decisions of the placement of a proposed landfill.

The site should be easily reached from arterial roads or highways. Increased costs of hauling and any reduced impact of a remote location on existing development should be balanced against engineering costs to make a site closer to the urbanized area suitable.

There are additional strengths of our ordinance that do not directly relate to the placement of a landfill, but are important factors, nonetheless. For instance, in order to operate a landfill, the applicant must obtain permits from the Kentucky Energy and Environment Cabinet and the Lexington-Fayette County Health Department.

**C. Facility Siting Weaknesses**

Describe the weaknesses of your existing siting ordinance:

A zone change may take a long time until a final decision is made. The zone change process mentioned as a strength also has a weakness due to the length of time the process takes. A typical zone change can take anywhere from four to six months until a final decision has been reached by council. With the inherently controversial nature of a landfill use, the process may be postponed well beyond that; however, timing requirements will basically confine the process to six months unless the applicant agrees to postponements. Additionally, if there is strong opposition during and after a zoning decision is made, it can be likely that the decisions of the Planning Commission or the City Council may be appealed in a court of law, thus further extending the length of time of uncertainty. This lengthy process tends to make applicants and neighbors alike sometimes feel as if the "fight" may go on for an indefinite amount of time. A lengthy process can be a drain on the resource funding of the applicants and especially any opposing neighborhoods. However, if the process were shortened, then opposing neighborhoods may not get as many opportunities to voice their opinions.

The Lexington-Fayette Comprehensive Plan does not recommend particular sites for landfills. This means that potentially any site within Fayette County could apply for a zone change to an EX-1 zone in order to develop a landfill. However, since the Comprehensive Plan is silent on the subject, the bodies involved with a zone change request must look at the appropriateness of each proposed site.

The 250-foot setback of the landfill and operations from any property line could be increased, thus providing a better buffer to neighboring properties. However, increasing the perimeter buffer requirement will decrease the volume and life of the landfill, thus requiring more landfills in the future.

Lexington's ordinances concerning local landfill permitting are fairly outdated.

**D. Facility Siting Implementation Schedule**

List specific actions or projects the SWMA will complete to maintain or improve its facility siting system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Consider any capacity planning needed with future zoning efforts, taking into account future waste generation projections. Provide any outreach necessary if the need arises.	As needed	01/2023	12/2027
2.) Continue regular review the zoning ordinance as it pertains to landfills, transfer stations and recycling facilities. Recommend any beneficial amendments to the current process that would be helpful to any future applicants for solid waste management facilities. Present any pertinent findings or recommendations to the Commissioner of Environmental Quality and Public Works.	Annually	01/2023	12/2027
3.) Consider education efforts for the Lexington community that would address the necessity of solid waste management facilities and their benefits to overall solid waste management within the city. Utilize various means of outreach that are available.	As needed	01/2023	12/2027
4.) Develop and incorporate a provision within the Zoning Ordinance that requires any applicant for zone change to EX-1 facilities first apply with the Department of Environmental Quality and Public Works prior to applying with the Planning Commission.	Once	01/2023	12/2027
5.) N/A	N/A	N/A	N/A
6.) N/A	N/A	N/A	N/A

**7. ENFORCEMENT**

## A. Enforcement Program

1. Describe your enforcement procedures and penalties for non-participation in your approved solid waste collection system. Attach a copy of the section of the ordinance(s) or procedures pertaining to non-participation and place at the end of the report with a cover sheet labeled **"Chapter 7 Attachments."**

Lexington makes collection services available to all customers in the Urban Services Area.

Ordinance 16-3 states: "The urban county government will provide a roll cart container to every residential property which is currently within the full urban services district or a partial district which provides for refuse collection. For multi-unit residential properties, the Urban County Government will, subject to the provisions of Code of Ordinances section 16-4(b), provide a roll cart container for each unit, which contains kitchen facilities. Roll cart containers for recyclable materials will be provided to the above-noted properties upon request. Residents who have received a medical exemption from the roll cart collection by the Urban County Government may be provided a refuse collection container but will not be subject to ordinances regulating placement of roll cart containers or roll cart containers for recyclable materials at the curb line but will be subject to all other applicable ordinances."

All residential properties in the city service area are given a green trash roll cart and provided service. Billing for collection is included in the property tax bill as an ad valorem tax for garbage disposal. If property taxes are not paid, a lien is placed on the property and eventually the owner may be forced to sell the property in order to pay the debt. If the water bill is not paid, water service may be disconnected. Collection is not interrupted for non-payment.

Current Enforcement Activities:

Division of Waste Management, Enforcement Department – When the green trash roll cart was introduced to Lexington customers in 1983 (Ordinance No. 126-83), its purpose was to provide a cleaner method of garbage disposal and to decrease physical injuries to Waste Management employees collecting the garbage. The Division has an Enforcement Department made up of four officers who ensure all ordinances pertaining to the roll carts and other wastes placed at the curb are abided by each week.

Keeping carts off the curb during non-collection hours was primarily to prevent theft or damage to them since they are the property of Lexington. However, over the years carts being left on the curb have continually grown into an esthetic problem.

Ordinance 126-83 stated that a fine would be assessed if the carts were set out early or not removed from the street, but the process to collect a fine through district court was ponderous and ineffective. Understandably, it was not a priority for such a court. In 2000 an administrative court, the Environmental Hearing Commission, was established by ordinance to better address such issues. The following measures are included in the ordinance:

- When a cart is set out early or left at the curb in violation of Section 16-10, a notice-of-violation tag will be placed on the cart or at the door.
- The property owner and occupants will then be notified by mail or fax of the notice of violation and informed that subsequent violations in a 12-month period will result in a fine. A property owner can designate another contact, such as a property management company, to receive the notice. A form will be available for a landlord to complete and return to Lexington naming a designee to be notified of violations.
- When three violation notices in a 12-month period are issued at a property, a fine of \$24 will be assessed, which will be increased 33% if it is appealed.
- A higher fine will be assessed for additional violations within a 12-month period.
- The property owner or occupant has two options: to appeal the violation to the Environmental Hearing Commission or to evict the occupant that created the problem and proves that this has occurred.
- Improper setouts also will be tagged with a notice of violation. If a second notice is issued, the property owner will be fined \$44. If there are subsequent violations within a 12-month period, the fine increases per violation to \$100, \$175, and \$250.
- If improper setouts remain on the curb, causing a safety or health hazard, Lexington can abate the hazard and charge the property owner the cleanup cost in addition to the fine.
- A lien can be placed against the property for the amount of the fine and abatement costs.
- In the case of an eviction where an excessive amount of material could be improperly placed on the curb, Lexington will work cooperatively with the landlord. The landlord first must notify the Division of Waste Management of the eviction date and must put all setout material in regulation. Waste Management will collect the material as soon as their work schedule permits and no notice of violation will be issued.

Accela - The Division of Waste Management streamlined the reporting process when it implemented a program called Accela. This program is operated on handheld, portable devices to be taken out into the field during an Enforcement Officer's shift, enabling real-time reporting such as picture-taking and logging of information. By embracing technology and advancements in the field, this program was fully implemented by the Division of Waste Management in mid-2017 and is designed to make permitting and reporting processes more efficient.

Division of Code Enforcement - On the complaint of a citizen or when a nuisance (waste of any kind) is found by investigation, Code Enforcement officers are authorized by ordinance to serve a notice to the property owner to demand abatement of the nuisance within 10 days. If the nuisance is not abated within this time period, Lexington will abate the nuisance and send a bill for the cost of the abatement to the property owner.

If the bill is not paid within seven days, a lien may be placed against the property. A copy of the notice of lien is mailed to the owner or published in the local newspaper. Property subject to a lien for unpaid nuisance abatement charges shall be sold for nonpayment. The proceeds of the sale shall go to pay administrative costs and nuisance abatement charges.

Civil penalties may be assessed for violation of the nuisance abatement ordinances. The assessed penalties are based on the number of notices to abate issued within a 12-month period. In other words, the more times a property owner has been cited, the higher the civil assessment.

Any person served with a nuisance abatement notice has the right to request a hearing. A written request for a hearing must be filed within 10 days of the violation notice. If no appeal has been filed within the 10-day period, it is assumed that the violation has been committed.

Hearings for an appeal have normally gone straight to District Court; however, on June 4, 1997, the ordinance was revised so that all appeals would be heard by the Administrative Hearing Board. An appeal from the board's decision may be made to the Fayette District Court within seven days of the board's decision.

The Administrative Hearing Board is composed of three members appointed by the Mayor and confirmed by Council. Each member shall serve a term of four years and shall be licensed to practice law in Kentucky or have completed a course in mediation training.

The Administrative Hearing Board meets on the fourth Thursday of each month. At the hearing, the hearing officer, based on the evidence, will determine whether or not a violation was committed. If the hearing officer determines that a violation has been committed, an order upholding the citation will be issued. At this point, a civil penalty may also be issued. Civil penalties of not less than \$100 nor more than \$1,000 may be assessed.

Division of Emergency Management - On a complaint basis, the Division of Emergency Management (DEM) investigates the illegal dumping of hazardous waste. If DEM is able to track down the responsible party, a Notice of Violation is sent. If the violator does not comply and clean up the hazardous waste dump site, DEM will file charges against the violator in District Court.

2. Describe all surveillance/enforcement activities used by your SWMA to prevent litter and illegal dumping; for example, neighborhood watches, hidden cameras, etc. Attach copies of citation forms and letters to violators and place at the end of the report with a cover sheet labeled "**Chapter 7 Attachments.**"

To prevent the recurrence of illegal dumping at problematic sites, Waste Management's Enforcement Department has incorporated a variety of methods shared with any property owners. Enforcement Staff recommend the following measures to property owners:

- Posted "No Dumping" signs in or around the disposal area
- Fenced off or gated areas to make them inaccessible for dumping
- Placed cameras to try to identify persons illegally dumping. Even signage stating that cameras are in use can prove to be effective ways to deter dumping in some instances.

Ancillary Services - Ancillary services can utilize equipment such as the knuckleboom truck to prevent illegal dumping from becoming a larger public health issue and keep Lexington clean of large debris or illegal set outs.

Community-wide effort – A cross-divisional, community-wide effort is in place that helps deter litter and illegal dumping activities.

3a. Do you use an administrative court for solid waste issues?  Yes  No

3b. If "yes" to question 3a, above, provide the date the court became effective:

An Administrative Court for Nuisances went into effect in July of 2009.

The Environmental Hearing Commission went into effect in October of 2000.

4. Describe the operative procedures of the administrative court for solid waste issues. Attach a copy of the relevant documents or codes that relate to the administrative court and place at the end of the report with a cover sheet labeled "**Chapter 7 Attachments.**"

Nuisance Administrative Court - When a property owner is given a notice to abate they have the option of filing an appeal. The property owner must file their appeal in writing to the Division of Code Enforcement within 20 days. Penalties of not less than \$100 nor more than \$1000 may be assessed. Penalties are progressive. Once a property owner receives more than one notice of violation in a 12-month period, a penalty is assessed. Each time a new notice of violation is given within a 12-month period, the penalty increases. If penalties are not paid, a lien may be placed on the property.

Hearings are held once a month. Each side presents any evidence or information they may have to a hearing officer. The hearing officer renders a ruling on the issue in question. Failure to appeal will result in a final determination that a violation was committed.

Environmental Hearing Commission - When a property owner or tenant is given a notice to abate they have the option of filing an appeal. The appeal must be in writing and received within seven days of the issuance of the notice. At the Hearing, the board shall determine whether a violation was committed. If it is determined that a violation has not been committed, the board shall issue an order to dismiss the fine. However, if the board determines that a violation has been committed the board issues an order for the offender to pay a civil fine. The board

meets on an as-needed basis.

5. If your SWMA does not have an administrative court for solid waste issues, do you plan to initiate an administrative court during this plan period?  Yes  No **If yes, provide dates in the implementation schedule:**

6. Describe any proposed modifications to your open dumping and littering procedures/ordinances. Provide dates in the implementation schedule:

Lexington's Solid Waste Coordinator (the Director of the Division of Waste Management) will review ordinances and make any recommendations to strengthen any necessary areas of the policy.

7. Describe enforcement actions or procedures taken by the SWMA if identifying information (i.e. names, addresses, etc.) is found in litter or an illegal dump:

None; No specific action is taken if any identifying information is found within or on an open dump item. Littering and Open Dump statutes can only be enforced if a perpetrator is caught in the act of littering or illegally dumping items, or when a witness is willing to file a report claiming they saw someone perform such an act.

### B. Enforcement Procedures Strengths

Describe the strengths of your existing enforcement procedures regarding litter and illegal dump prevention and non-participation in your approved collection system:

Enforcement of ordinances pertaining to litter, waste collection, illegal dumping and other forms of waste crosses over many different city divisions such as Waste Management, Code Enforcement, Streets & Roads, Police and all of Public Safety. Coordinated efforts across divisions serve as an impactful way to effectively combat dumping, littering and general wastes/nuisances.

Divisions can cite policy and work hand in hand to enforce the statutes cited in the ordinance. Lexington has several divisions that enforce litter laws and illegal dumping:

Lexington Police Department - The Lexington Police Department can and does enforce litter and illegal dumping in some instances.

Division of Code Enforcement – Code Enforcement enforces illegal dumping ordinances on private property. Illegal dumps on private property are defined as civil offenses. This allows Code Enforcement to issue citations and fines. If the dump is not cleaned in the specified amount of time, Code Enforcement will clean the illegal dump and charge the cleanup to the property owner. An administrative hearing board hears any appeal of the fine, citation or abatement charge. Non-payment may result in a lien being placed on the property.

Lexington's Division of Waste Management – The Division has an Enforcement Department consisting of four trained Enforcement Officers. Enforcement Department serves as a key role in ensuring ordinance is followed throughout Lexington. They serve as a visible presence in the community and assist in ensuring public safety and health are prioritized throughout the year.

Accela – The Accela program, an automated enforcement application that allows for Enforcement Officers to carry a handheld device to assist with real-time reporting such as picture taking and reporting violations at particular locations, helps Enforcement Officers while they are encountering violations in the field. This program creates more efficient operations within the Division of Waste Management.

Keep Lexington Beautiful Commission – Lexington's Keep Lexington Beautiful Commission works year-round towards reducing or eliminating the problem of litter in Lexington.

### C. Enforcement Procedures Weaknesses

Describe the weaknesses of your existing enforcement procedures regarding litter and illegal dump prevention and non-participation in your approved collection system:

The Division of Code Enforcement's processing can be lengthy from the time of Notice to Abate based on court proceedings and placing a lien on a property.

The issue of absentee landlords and identifying the appropriate point of contact for a property out of regulation can pose an issue to resolving problems.

Many apartment or townhome associations have a high turnover rate of managers, which leads to issues with communication and proper waste disposal procedures.

The Lexington Police Department enforces littering and open dumping statutes only if the perpetrator is caught in the act or if a witness is willing to file a complaint. It is because of this practice that Lexington has very little enforcement of illegal dumping in alleys and on rights-of-

way.

If an owner cannot be located or identified, Lexington must bear the cost of cleanup and safe disposal of any nuisances or violations.

The Police Department can only prosecute violators if they are caught in the very act of littering or illegally dumping, so catching someone who is at fault is usually difficult. In addition, litter citations are not always strictly enforced by local courts.

**D. Enforcement Implementation Schedule**

List a detailed account of specific actions or projects the county will complete to maintain or improve its Enforcement System, the frequency at which such actions will take place, a date for commencement of the activities, and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) The Division of Waste Management's Enforcement Department will continue to perform regular checks on all areas of the city each week. Officers will provide citizen with necessary education when the opportunity presents itself and will encourage proper participation and an easy understanding of city ordinance. Continue working with Keep Lexington Beautiful on the annual litter index survey when requested.	Daily	01/2023	12/2027
2.) The Division of Waste Management's Enforcement Department will work closely with other city divisions such as Police and Code Enforcement to ensure public health and safety is effectively protected regarding any nuisances, illegal dumping, litter or large set outs. Code Enforcement can issue citations to property owners when non-hazardous nuisances are identified.	Weekly	01/2023	12/2027
3.) Conduct outreach to entities such as apartments and landlords to help educate residents on proper set out of large items and move out procedures that would promote safe disposal of large items. Work with the Greater Lexington Apartment Association to ensure messages are communicated efficiently and regularly to all apartment communities in the city. Work with landlords to ensure large set outs are avoided when evictions occur. Educate property owners on the importance of avoiding illegal or large set outs in Lexington.	Monthly	01/2023	12/2027
4.) Continue utilization of Acela, an automated enforcement application that allows for Enforcement Officers to carry a handheld device to assist with real-time reporting such as picture taking, reporting violations at particular locations, etc. while they are encountering violations in the field. Educate the public on how advancing technology such as enforcement reporting methods can create more efficient operations within the Division of Waste Management.	Daily	01/2023	12/2027
5.) Continue promotion of the Loan A Box dumpster rental program so citizens are aware of easy disposal methods to avoid improper set outs and illegal dumping. Ensure sufficient equipment is available when it is needed by Enforcement personnel for safe and efficient disposals in emergency situations.	Monthly	01/2023	12/2027

6.) Research alternate options and best practices used in other areas that would assist Lexington in preventing illegal dumps and enforcement of policies pertaining to dumping and litter. Provide education and outreach to the public to encourage adherence to ordinance pertaining to litter and waste collection. Explore further efforts to aid in criminal litter law enforcement. Remove recycling and yard waste carts from users when there is a chronic mis-use to prevent contamination.	Monthly	01/2023	12/2027
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**8. FINANCIAL MECHANISMS**

**A. Financial Mechanisms**

1. Check all items that apply for the funding of your Solid Waste Program.  
 Line Item in County Budget  
 Collection franchise fees  
 109 Taxing Board  
 General Fund  
 Host agreement fees  
 Other (list all): Landfill Fund, dedicated ad valorem tax on property values for properties receiving city collection services, \$4.50 monthly user fee for each household based on number of waste containers, grants, revenues for Loan A Box program, revenues from sale of recyclables, dumpster permit fees and additional pick up fees, tipping fees at the Haley Pike Waste Management Facility.

2. How is the Solid Waste Coordinator's position funded?  
 Line Item in County Budget  
 Collection franchise fees  
 109 Taxing Board  
 General Fund  
 Host agreement fees  
 Other (list all): Landfill Fund and Urban Service Fund

3. List all fees/revenues collected by local government for solid waste management. Examples of fees/revenue are: fees charged for disposal facilities under KRS 68.178; fees charged by local government for garbage collection; 109 taxes, franchise and/or permit fees charged by local government; fees charged at transfer stations or convenience centers if owned by local government; and revenue received from the sale of recyclables.

Type of Fees/Revenue:	Anticipated Amounts Collected				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
License Fee (per KRS 68.178 for Off-Site Waste Management Facilities)	\$	\$	\$	\$	\$
Municipal Garbage Collection (city and/or county)	\$	\$	\$	\$	\$
Franchise fee	\$	\$	\$	\$	\$
Permit fee	\$	\$	\$	\$	\$
Transfer station	\$280,000	\$290,640	\$301,684	\$313,148	\$325,048
Convenience center	\$	\$	\$	\$	\$
109 or other tax	\$41,856,490	\$43,447,037	\$45,098,024	\$46,811,749	\$48,590,595
Proceeds from sale of recyclables	\$2,304,000	\$2,391,552	\$2,482,431	\$2,576,763	\$2,674,680
Landfill user fees	\$6,850,000	\$7,110,300	\$7,380,491	\$7,660,950	\$7,952,066
Host agreement	\$	\$	\$	\$	\$
General revenue	\$	\$	\$	\$	\$
Eastern Kentucky PRIDE	\$	\$	\$	\$	\$
Grants, Conservation Service	\$	\$	\$	\$	\$

Grants, State illegal dump	\$	\$	\$	\$	\$
Grants, State litter abatement	\$178,909	\$184,491	\$190,247	\$196,183	\$202,304
Grants, State Crumb Rubber	\$	\$	\$	\$	\$
Grants, State HHW Collection Grant	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000
Grants, State Waste Tire	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Grants, State Recycling	\$	\$	\$	\$	\$
Other (specify): Landfill Fund & Urban Service Revenue	\$151,500	\$157,257	\$163,233	\$169,436	\$175,874
Other (specify): Sludge Disposal & Sanitary Sewer Fees	\$774,000	\$774,000	\$897,840	\$1,041,494	\$1,208,134
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
<b>TOTAL AMOUNT ANTICIPATED</b>	\$52,500,899	\$54,304,020	\$56,619,950	\$58,875,723	\$61,234,701

4. Provide the following information on anticipated expenditures during the 5-year update period.

Type of Expenditures:	Anticipated Expenditures/Budget				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
Capital Expenditures	\$3,915,299	\$4,064,080	\$4,218,515	\$4,378,819	\$4,545,214
Personnel	\$15,343,007	\$15,926,041	\$16,531,230	\$17,159,417	\$17,811,475
Collection	\$6,129,846	\$6,362,780	\$6,604,566	\$6,855,540	\$7,116,050
Disposal	\$4,397,160	\$4,564,252	\$4,737,694	\$4,917,726	\$5,104,600
Enforcement	\$198,972	\$206,533	\$214,381	\$222,528	\$230,984
Open Dump Cleanups	\$	\$	\$	\$	\$
Litter Cleanups	\$178,909	\$185,708	\$192,764	\$200,089	\$207,693
Education Activities	\$916,356	\$951,177	\$987,322	\$1,024,840	\$1,063,784
Recycling Costs/Expenses	\$2,453,739	\$2,546,981	\$2,643,766	\$2,744,229	\$2,848,510
Other (specify): Administration, composting contract	\$6,696,016	\$6,950,465	\$7,214,583	\$7,488,737	\$7,773,309
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
<b>TOTAL COSTS ANTICIPATED</b>	\$37,775,565	\$41,758,017	\$43,344,821	\$44,991,925	\$46,701,619

## Attachment 3.1

Capacity assurance letters and copy of  
contractual agreement



Benson Valley Landfill 2157 Highway 151 Frankfort, Ky 40601  
o 502.209.3813 | 502.875.7352 republicservices.com

June 28, 2024

Tracy Thurman - Director  
LFUCG – Division of Waste Management  
675 Byrd Thurman Road  
Lexington, KY 40510

Re: **Republic Services of Kentucky, LLC**  
**Tri-K Landfill: A.I. #2726 / Permit No. 069-00004**  
**Benson Valley: A.I. #1372 / Permit No. 037-00009**  
**Capacity Assurance Letter**

Dear Ms. Thurman:

The Republic Services of Kentucky, LLC, Tri-K and Benson Valley Landfills, located in Stanford and Frankfort; each have over 25 years of permitted disposal capacity. This estimate is based on the current volumes and compaction rates calculated as of December 31, 2023.

Republic Services of Kentucky has the disposal capacity available to accept the Lexington-Fayette Urban County Government's (LFUCG) waste volume for the next ten years, at minimum; at Tri-K and/or Benson Valley landfills.

There is not currently a daily tonnage limit for the Benson Valley landfill. Tri-K landfill does have a daily limit stemming from the 2000 host agreement and is based on 2,000 tons per day calculated on 365 days per year; allowing for a 5% increase annually.

Should you have any questions or require additional information, please contact me at (502) 401-8891 or via email at [csimmons2@republicservices.com](mailto:csimmons2@republicservices.com). Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Chip Simmons" followed by the date "6.28.24".

Chip Simmons

Environmental Manager

Cc: **Tim Ward, General Manager**  
**Kevin Kirkpatrick, Tri-K landfill manager**  
**Mike Likes, Benson Valley landfill manager**



Sustainability in Action

Tracy Thurman – Director  
LFUGC – Division of Waste Management  
675 Byrd Thurman Rd  
Lexington, KY 40510

RE: Republic Services of Kentucky, LLC  
Open NOV status  
Tri-K Landfill: A.I. #2726 / Permit No. 069-00004  
Benson Valley Landfill: A.I. #1372 / Permit No. 037-00009

Dear Ms Thurman:

As of June 30, 2024, both Tri-K Landfill and Benson Valley Landfill have no known open Notices of Violation at either location.

Should you have any questions or require additional information, please contact me at (859) 685-2725 or via email at [tward@republicservices.com](mailto:tward@republicservices.com).

Thank you,

A handwritten signature in black ink, appearing to read 'Tim Ward'.

Tim Ward  
General Manager



**Kentucky Energy and Environment Cabinet  
Department for Environmental Protection  
Division of Waste Management**

**PERMIT**

**Facility:** **Lexington Transfer Station  
1505 Old Frankfort Pike  
Lexington, KY 40511**

**Permittee:** **Republic Services of KY LLC  
451 Conway Ct  
Lexington, KY 40511**

**Agency Interest:** **Lexington Transfer Station  
1505 Old Frankfort Pike  
Lexington, KY 40511**

The Division has issued the permit under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. This permitted activity or activities are subject to all conditions and operating limitations contained herein. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits, licenses or approvals required by this Division or other state and local agencies.

No deviation from the plans and specifications submitted with your application or any condition specified herein is allowed, unless authorized in writing from the Division. Violation of the terms and conditions specified herein may render this permit null and void. All rights of inspection by representatives of the Division are reserved. Conformance with all applicable Waste Management Regulations is the responsibility of the permittee.

**Agency Interest ID #:** **35007**

**Solid Waste Permit #:** **SW03400046**

**County:** **Fayette**

**Permitted Activities:**

<b>Subject Item</b>	<b>Activity</b>	<b>Type</b>	<b>Status</b>
<b>ACTV001</b>	<b>Transfer Station Solid Waste-SW-RPBR/03400046</b>	<b>Registered Permit by Rule</b>	<b>Active</b>
<b>ACTV002</b>	<b>Waste Tire Accumulator/03400046</b>	<b>Registration</b>	<b>Terminated</b>
<b>ACTV003</b>	<b>Waste Tire Transporter/03400046</b>	<b>Registration</b>	<b>Terminated</b>

Permit Number: SW03400046

Agency Interest ID: 35007

PERMIT

**First Operational Permit Effective Date: 08/29/1996**

**Permit Effective Date: 08/14/2024**

**Permit Expiration Date: Life of the Facility**

**Permit issued: 08/14/2024**

Sincerely,



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**Danny Anderson, P.E.**  
**Manager, Solid Waste Branch**

## PERMIT

**Permit Conditions:****Subject Items****ACTV0001 - Transfer Station Solid Waste-SW-RPBR****Standard Requirements:**

1. General: The owner or operator of a solid waste site or facility shall comply with KRS Chapter 224 and 401 KAR Chapters 30, 40, and 47 for the operation of solid waste facilities. [KRS 224.40-305]
2. General: For the operation of the transfer station, the owner or operator shall comply with KRS Chapter 224.40-305, 401 KAR 47:110 and the approved registered permit-by-rule application. [401 KAR 47:110]
3. General: The owner or operator may only accept waste at the transfer station from the sources which are approved per 401 KAR 47:110, Section 2(1)(a). [401 KAR 47:110 Section 2(1)(a)]

**Variances, Alternate Specifications and Special Conditions:**

1. Operation: The permittee shall place a sign at the entrance to the facility that includes the facility name, permit number, and emergency telephone number. The permittee shall display a copy of this permit at the office of the facility. [401 KAR 47:120 Section 2]
2. Operation: The permittee shall submit a revised registration prior to accepting sources or types of solid wastes not previously identified in the registration, an increase in the design capacity, a change in the method of processing waste, adding new processes, changing the operator, or a change in ownership. [401 KAR 47:110 Section 3]
3. Reports and Submittals: The owner or operator shall maintain accurate records of the amount of waste received at the transfer station on report form DEP 7046 Annual Waste Quantity Report. This form is available at <https://eec.ky.gov/Environmental-Protection/Waste/solid-waste/Pages/solid-waste-branch-forms.aspx>. The owner or operator shall submit quarterly reports by January 30, April 30, July 31, and October 31, to the cabinet, the county in which the facility is located and the waste management district in which the facility is located, with the amount of solid waste measured in tons received at the facility and the geographical source of the waste. If scales are not available to the facility, the owner or operator shall calculate tons from cubic yards using the conversion factors in 401 KAR 47:095. The information shall also be maintained for a period of three (3) years and be available for inspection upon request by the cabinet. [KRS 224.43-330(2)]
4. Reports and Submittals: The owner or operator shall submit to the cabinet an Environmental Remediation Fee (ERF) based on the solid waste transferred out of state for disposal no later than thirty (30) days following the last day of each calendar quarter (April 30, July 31, October 31, and January 30). Along with the ERF payment, the owner or operator shall submit a Waste Quantity Report, recording the geographical source of the waste and the amount of solid waste measured in tons received at the facility. The owner or operator may alternatively submit the combined "Environmental Remediation Fee and Quarterly Waste Quantity Reporting and Submittal Form" in accordance with the cabinet's April 18, 2017 Notice. The Combined ERF/WQR Form available at <https://eec.ky.gov/Environmental-Protection/Waste/solid-waste/Pages/solid-waste-branch-forms.aspx> shall meet the requirements under KRS 224.43-500(4). [KRS 224.43-500(4)]

## PERMIT

5. Operation: The owner or operator shall implement a system to track waste by source county so that no waste is sent to a disposal facility that does not have that county as an approved source of waste. [401 KAR 30:031 Section 14, 401 KAR 47:120 Section 2]
6. Recordkeeping: Remittance of the Environmental Remediation Fee By Certain Transfer Stations.
1. The owner or operator of a transfer station accepting waste for disposal at an out-of-state municipal solid waste disposal facility shall remit to the Kentucky Pride Fund an environmental remediation fee equivalent to one (1) dollar and seventy-five (75) cents per ton of waste to be disposed out-of-state.
  2. The owner or operator of the transfer station shall utilize weigh scales, if available, to determine the tonnage of waste that will be disposed out of state.
  3. If a transfer station collecting the environmental remediation fee does not have adequate scales necessary to weigh the waste, the environmental remediation fee shall be calculated and assessed using a conversion factor calculated as follows:
    - (a) For compacted loads, the fee shall be one (1) dollar and seventy-five (75) cents for every three (3) cubic yards of waste.
    - (b) For all other loads, the fee shall be one (1) dollar and seventy-five (75) cents for every five (5) cubic yards of waste.
  4. The owner or operator of the transfer station shall remit payments quarterly, accompanied by a completed and signed document entitled "Environmental Remediation Fee Reporting and Submittal Form" (DEP Form 5032).
  5. Quarterly payments shall be equivalent to one (1) dollar and seventy-five (75) cents multiplied times the number of tons of waste to be disposed at an out-of-state municipal solid waste disposal facility during that quarter.  
Quarterly payments shall be due on April 30, July 31, October 31, and January 30 of each year. [401 KAR 47:095 Section 2, KRS 224.43500]
7. Operation: Republic Services of Kentucky, LLC (Republic) submitted a revised registration (ARP20240002) on August 7, 2024, proposing to transfer the permit from Waste Services of the Bluegrass, LLC (WSB) to Republic. Per 401 KAR 47:110, Section 1(1), the permit became effective on August 14, 2014. WSB is authorized to continue to operate the transfer station until the 'closing' described in the cover letter at which time Republic shall become the operator described in 401 KAR 47:110, Section 3(1)(c). Republic shall submit a letter to the Solid Waste Branch within three (3) calendar days after closing in order to incorporate the closing date and change in operator into the administrative record; if no letter is received on or before September 12, 2024, Republic shall become the operator of the transfer station on September 13, 2024. [401 KAR 47:110 Section 1(1), 401 KAR 47:110 Section 3(1)(c), 401 KAR 47:120 Section 2]
8. Reports and Submittals: The owner or operator shall submit a Waste Quantity Report (WQR) if waste is transported out of the Commonwealth of Kentucky. This report shall be submitted no later than the 30th of the month following the end of each quarter year. [401 KAR 47:120 Section 1(8)]
9. Operation: The owner or operator shall restrict unauthorized access to the facility, including a gate or cable kept locked when the facility is not operating. [401 KAR 30:031 Section 10(3)]
10. Operation: The owner or operator shall comply with the Environmental Performance Standards of 401 KAR 30:031. [401 KAR 30:031]

## PERMIT

11. Operation: The owner or operator shall transfer all non-recyclable waste received at this facility to a disposal facility permitted to accept waste from this facility. The source of waste (county) must be on the disposal facility's operating permit. [401 KAR 47:130 Section 3(7), 401 KAR 47:170 Section 2(4), KRS 224.43]

12. Operation: The owner or operator shall process municipal solid waste under a roof or on an impermeable pad with run-off control (e.g. run-off contained and transported to a permitted disposal or wastewater treatment facility or discharged under permit from the Division of Water or U.S. EPA). The owner or operator shall store all unprocessed MSW or waste piles containing putrescible waste in covered containers by the end of each operating day, and at all times when the facility is not operating. [401 KAR 47:120 Section 1(5), 401 KAR 47:120 Section 2]

13. Reports and Submittals: The permittee shall submit the \$1,000 annual permit renewal fee by March 31 of each year. The check or money order shall be made payable to the Kentucky State Treasurer and accompanied by form DEP 7119. [401 KAR 47:090 Section 5]

14. Closure: The owner or operator shall notify the cabinet at the time of closure and cessation of the operation at this facility. The owner or operator shall be responsible for removing all waste prior to granting of closure by the cabinet. The cabinet may accept closure of this facility and termination of the registered permit-by-rule upon inspection by and determination from the cabinet that no solid waste has been improperly disposed at this facility, the facility grounds have been re-vegetated as necessary, and no soil, surface water, or other monitoring is known to be required. [401 KAR 47:120 Section 1(8)]

**County Sources - The owner or operator may accept waste as authorized by the cabinet pursuant to KRS 224 and/or 401 KAR Chapter 47 from the following counties:**

**Kentucky:** Anderson, Bourbon, Boyle, Clark, Fayette, Franklin, Garrard, Grant, Harrison, Jessamine, Lincoln, Madison, Mercer, Montgomery, Owen, Scott, Woodford

**Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:**

1. 08-29-1996 - ARP19960001 - Approval of a Solid Waste Transfer Station
2. 07-28-2000 - ARP20000001 - Modification - operator change to Republic Services of Kentucky LLC
3. 08-30-2004 - ARP20020001 - Modification - update to waste county sources
4. 01-04-2007 - ARP20060001 - Modification - update to waste county sources
5. 07-02-2015 - ARP20150001 - Modification - operator change to Waste Services of the Bluegrass, LLC (operator change effective 07-05-2015)
6. 01-10-2022 - ARP20210001 - Modification - update to disposal sites
7. 08-14-2024 - ARP20240002 - Modification - operator change to Republic Services of Kentucky LLC

### **ACTV0002 - Waste Tire Accumulator**

**Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:**

1. 08-30-2004 - ARE20040001 - Registration of a Waste Tire Accumulator
2. 07-02-2015 - ARP20150001 - Modification of a Registration (effective 07-05-2015)
3. 08-14-2024 - ARE20240001 - Termination of Waste Tire Accumulator Activity

PERMIT

**ACTV0003 - Waste Tire Transporter**

**Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:**

1. 08-30-2004 - ARE20040001 - Registration of a Waste Tire Transporter
2. 07-02-2015 - ARP20150001 - Modification of a Registration (effective 07-05-2015)
3. 08-14-2024 - ARE20240001 - Termination of Waste Tire Transporter Activity

**Financial Assurance**

**ACTV0004 - Financial Assurance**

**The following is a history of the financial assurance for this facility:**

1. 07-16-2021 - Trust Account #15126500, \$10,000.00
2. 06-23-2005 - SB #RLB0008275, \$10,000.00
3. 07-14-2005 - Trust Account #15126500 released
4. 10-12-2011 - SB #400234, \$10,000.00
5. 10-12-2011 - SB #RLB0008275 released
6. 05-28-2015 - SB #1116439, \$10,000.00
7. 07-24-2015 - SB #400234 released
8. 08-14-2024 - SB # 1116439 released



# **WASTE SUPPLY AND DISPOSAL AGREEMENT**

By and Between

**LEXINGTON FAYETTE URBAN  
COUNTY GOVERNMENT  
LEXINGTON, KENTUCKY**

and

**REPUBLIC SERVICES OF KENTUCKY, LLC**

\_\_\_\_\_, 2025

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**WASTE SUPPLY AND DISPOSAL AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), an urban county government organized and existing pursuant to the laws of the Commonwealth of Kentucky, and REPUBLIC SERVICES OF KENTUCKY, LLC, ("REPUBLIC") a corporation organized and existing under the laws of the Commonwealth of Kentucky.

**RECITALS**

It is hereby ascertained, determined and declared by the parties that:

A. One of LFUCG's governmental functions is the responsibility to provide its citizens with solid waste disposal services.

B. One method of providing solid waste disposal services is the use of a transfer station for the acceptance of all solid waste generated by Fayette County residents.

C. Accordingly, LFUCG advertised for proposals for the transportation, operation of the transfer station and disposal of the solid waste collected by LFUCG, and REPUBLIC was the successful bidder.

D. REPUBLIC has agreed to lease and operate a transfer station owned by the LFUCG and located at 1505 Old Frankfort Pike for the acceptance of LFUCG'S waste, and to transport LFUCG's waste to a contained landfill at the prices contained in Schedule A, attached hereto and incorporated herein by reference as if fully set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, including the foregoing recitals, LFUCG and REPUBLIC, each intending to be

legally bound, agree as follows:

1. DEFINITIONS. In addition to the definitions set forth in the Contract Documents, the following definitions shall apply in this Agreement:

1.1 Agreement: This Waste Supply and Disposal Agreement between LFUCG and REPUBLIC.

1.2 Intentionally omitted

1.3 Commencement Date: July 1, 2025.

1.4 Contract Documents: All bid documents and exhibits related to operation of the Transfer Station, including the Request for Proposal #45-2024 (“RFP”) (Exhibit A) , REPUBLIC's Response to LFUCG's RFP #45-2024 (Exhibit B), this Waste Supply and Disposal Agreement, Performance Bond (Exhibit C), Certificate of Insurance (Exhibit D), Addenda (Exhibit E), Lease Agreement (Exhibit F) and any other document(s) related to the bid.

1.5 Council: The Lexington Fayette Urban County Council of Fayette County, Kentucky.

1.6 Disposal Site: The properly permitted contained landfill or other properly permitted disposal site or properly permitted facility used by REPUBLIC for the final treatment, utilization, processing, or deposition of any acceptable waste received under this Agreement.

1.7 Environmental Laws: Any federal, state, county, or local statute, law, regulation rule, ordinance, code, directive, policy, license or permit, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect.

1.8 Excluded Waste: Highly flammable substances, Hazardous Materials, liquid wastes, certain pathological waste, explosives, radioactive materials, waste of any kind that is generated by any hazardous waste incinerator or facility, or any other waste excluded by any applicable Environmental Laws or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to REPUBLIC's operation of the Transfer Station and the Disposal Site. This term shall also include such other waste material which the parties mutually agree poses an unreasonable risk or danger to the operation or safety of the Transfer Station, transportation of waste, Disposal Site or the environment.

1.9 Force Majeure: Any act, event or condition reasonably relied upon by REPUBLIC or LFUCG as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of REPUBLIC or LFUCG under this Agreement, which act, event or condition is beyond the reasonable control of REPUBLIC or LFUCG or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action other than by employees of LFUCG, REPUBLIC or its affiliates or subcontractors; and (iv) the order or judgment of a court of competent jurisdiction which stays, invalidates, or otherwise prevents the performance of this Agreement by either party.

1.10 Hazardous Materials: Radioactive material, any waste, substance, material, pollutant, or containment that is considered to be hazardous, toxic, flammable, explosive, or dangerous under Environmental Laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et. seq.), the Toxic

Substances Control Act (15 U.S.C. §2601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1501 et. seq.), Kentucky Revised Statute 224.01-400, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous toxic, flammable or dangerous waste, substance or material.

1.11 LFUCG Waste: All Waste collected or generated by LFUCG or any department, division or unit thereof, or by any contractor employed by LFUCG.

1.12 Non-LFUCG Waste: All Waste not collected or generated by LFUCG or any department, division or unit thereof.

1.13 Premises: Premises as defined in the Lease Agreement between REPUBLIC and LFUCG signed on even date herewith.

1.14 Recyclable Materials: Materials removed from LFUCG Waste and intended to be reused or transformed into new products. Additionally, the parties agree that LFUCG may in the future designate Sludge as a Recyclable Material.

1.15 Solid Waste: All garbage, refuse, sludge, and other discarded material, including solid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining (excluding coal mining waste, coal mining products, refuse and overburden) and agricultural operations, and from community activities, but not including Special Waste, Recyclable Materials, Excluded Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flow or industrial discharges which are point sources subject to permits under Section 402 of the Federal Pollution Control Act, as amended (86 Stat. 880), or sources, special nuclear, or by-product material as defined by the Atomic Energy Act of 1994, as

amended (69 Stat. 923) (KRS 224.01-010 (31)(a)).

1.16 Special Waste: Those wastes of high volume and low hazard or which require special or exceptional handling or approval from the Cabinet for disposal, including, but not limited to, mining waste, utility wastes (fly ash, bottom ash, scrubber sludge), sludge from water treatment facilities and wastewater treatment facilities, cement kiln dust, gas and oil drilling muds and oil production brines (KRS 224.50-760).

1.17 Sludge: Any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant or any other such waste having similar characteristics and effects.

1.18 Ton: 2,000 pounds.

1.19 Transfer Station: The Transfer Station located at 1505 Old Frankfort Pike.

1.20 Waste: Solid Waste and Special Waste.

2. REPRESENTATIONS AND WARRANTIES OF LFUCG. LFUCG represents warrants and agrees as follows:

2.1 Existence and Good Standing. LFUCG validly exists as a political subdivision in good standing under the laws of the Commonwealth of Kentucky.

2.2 Approval and Authorization. LFUCG has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the Kentucky Revised statutes. The Council has duly authorized the execution and delivery of this Agreement and LFUCG's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation

of LFUCG, enforceable in accordance with its terms.

2.3 No Litigation. There is no action, suit, or proceeding pending or, to the best of LFUCG'S knowledge and belief, threatened against or affecting LFUCG, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, council, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

2.4 Covenant for Delivery of Waste. Subject to the requirements and limitations of this Agreement, including, without limitation, this section, Section 17 of this Agreement, and Exhibit A, LFUCG covenants and agrees that beginning on the Commencement Date and continuing until this Agreement is terminated or expires, (i) LFUCG shall utilize the Transfer Station for the disposal of at least 100,000 Tons of LFUCG Waste annually; and (ii) unless LFUCG designates Sludge as a Recyclable Material, all Sludge shall be provided to REPUBLIC for disposal in accordance with Section 17 of this Agreement. For as long as REPUBLIC is not in breach of this Agreement, and otherwise ensure continuity of its waste disposal services provided herein throughout the term of this Agreement, LFUCG agrees not to contract during the term of this Agreement with any other Person for the transfer or disposal of LFUCG Waste from the Transfer Station. Notwithstanding the requirements of this subsection, 2.4, LFUCG may, in its sole discretion, 1) dispose of construction and demolition waste collected or generated by LFUCG or LFUCG contractors, Recyclable Materials, E-Waste, restaurant and food production waste, and grass, brush, leaves and similar wastes which are collected by LFUCG, in any manner it determines to be appropriate, whether pursuant to this Agreement or otherwise; and 2) construct additional transfer station(s) offering the same or similar services as the Transfer Station. REPUBLIC shall have the opportunity to - negotiate an amendment to this agreement to

operate that additional transfer station at the same or similar terms. If amended terms cannot be reached LFUCG may issue a RFP for operations of the additional Transfer Station. 3) In the event REPUBLIC requests an amendment to any terms of this contract, LFUCG may perform due diligence to verify the validity of the request, which may include contact with other persons or entities engaged in providing services covered by this contract.

2.5 Warranty of Clean Environmental Condition. LFUCG warrants and represents that the Transfer Station is in compliance with all Environmental Laws. There are no pending, or to the knowledge of LFUCG, threatened claims, notices of violation, demands, assessments or litigation with respect to any non-compliance with any Environmental Laws at the Transfer Station. Except as may be disclosed to REPUBLIC by LFUCG in writing prior to the Commencement Date, LFUCG warrants and represents that the Premises are in compliance with all Environmental Laws.

2.6 Statements. To the best knowledge and belief of LFUCG and its officials and employees, no statement, information, representation or warranty of LFUCG contained in this Agreement or furnished by or on behalf of LFUCG in connection with the transactions contemplated in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

3. REPRESENTATIONS AND WARRANTIES OF REPUBLIC. REPUBLIC represents and warrants as follows:

3.1 Existence and Good Standing. REPUBLIC has been duly organized under the laws of Kentucky and validly exists in good standing under the laws of the Commonwealth of Kentucky.

3.2 Approval and Authorization. REPUBLIC has all requisite corporate power and authority to enter into and fully perform this Agreement. REPUBLIC's execution and delivery of this Agreement and REPUBLIC's performance of all of its duties and obligations contained herein have been duly authorized by all necessary corporate action on the part of REPUBLIC and this Agreement of REPUBLIC, subject to any approval required by any applicable statute, is enforceable against REPUBLIC in accordance with its terms.

3.3 No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of REPUBLIC, threatened against or affecting REPUBLIC at law or in equity or before or by any federal, state, municipal, or other governmental department wherein any decision would materially or adversely affect the transactions contemplated herein.

3.4 Compliance with Laws. REPUBLIC covenants and agrees that, in the operation of the Transfer Station, REPUBLIC will comply, in all material respects, with any and all federal, state, and local laws applicable to REPUBLIC concerning the operation of the Transfer Station and transportation of waste, subject to REPUBLIC's right to contest in good faith the interpretation, application and enforcement of any such laws.

Further, REPUBLIC covenants and agrees that any Disposal Site utilized by REPUBLIC shall be a permitted solid waste management facility operating in compliance in all material respects with any and all applicable laws.

3.5 Statements. To the best knowledge and belief of REPUBLIC and its officials and employees no statement, information, representation or warranty of REPUBLIC contained in this Agreement or furnished by or on behalf of REPUBLIC in connection with the transactions contemplated in this Agreement contains any untrue statement of a material fact or

omits to state a material fact necessary in order to make a statement contained herein not misleading.

4. **TERM.** Unless terminated earlier pursuant to Section 8 herein, the term of this Agreement shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2028.

5. **RENEWALS.** This Agreement may be extended by mutual agreement of the Parties for two additional three-year terms. The parties must provide notice to the other that it intends to exercise its part of the mutual option on or before ninety (90) days before the existing term is due to expire. The parties may only extend for one additional three-year term at a time.

6. **OPERATION OF TRANSFER STATION.**

6.1 **Standard of Operation.** REPUBLIC shall operate the Transfer Station according to generally accepted standards for the operation of transfer stations, under the supervision of qualified and trained transfer station personnel and in accordance with the Contract Documents, which are incorporated herein by reference as if fully set out herein, and all applicable laws, ordinances, regulations and orders.

6.2 **Specific Operational Obligations.** In connection with REPUBLIC's operation of the Transfer Station, the parties agree to the following specific obligations: (i) REPUBLIC shall not allow trucks delivering Waste to the Transfer Station to backup on any highway from which access to the Transfer Station is made; (ii) REPUBLIC shall be responsible for all snow and ice removal on the access road from the highway to the Transfer Station; (iii) REPUBLIC and LFUCG shall divide equally the cost of constructing and maintaining any access road from the highway to the Transfer Station subject to the terms of the Lease Agreement; (iv)

REPUBLIC shall require all trucks transporting Waste to and from the Transfer Station to be tarped or covered and may refuse to accept any uncovered trucks; (v) REPUBLIC shall collect any litter as needed on the access road, on the highway from which access to the Transfer Station is made for a distance of one-half mile from the intersection of the highway and access road in both directions, on Jimmie Campbell Drive, and around and on 1401 and 1405 Old Frankfort Pike. REPUBLIC shall collect any litter along the transportation route which was caused by trucks transporting Waste from the Transfer Station to the Disposal Site; (vi) REPUBLIC shall keep the Transfer Station and all permanent fixtures contained therein free of all liens and encumbrances; (vii) REPUBLIC shall keep and maintain the Transfer Station at all times during the term hereof in good order and repair (reasonable wear and tear excepted) and shall be responsible for all maintenance of the Transfer Station, both interior and exterior subject to the terms of the Lease Agreement; and (viii) REPUBLIC shall procure for the duration of this Agreement insurance against loss or damage by fire or other casualty, with full extended coverage, in an amount equal to the reasonable replacement value of the Transfer Station as provided in paragraph 11.

6.3 Unloading Rights of LFUCG. REPUBLIC acknowledges and agrees that efficient and expedient unloading procedures at the Transfer Station are important to LFUCG and that it is imperative that LFUCG trucks are unloaded in a reasonable amount of time so that they may return to their collection routes. REPUBLIC agrees to take all reasonable and necessary steps to facilitate efficient and expeditious loading procedures at the Transfer Station. LFUCG agrees to use its best efforts to lay out its collection routes in a manner that spaces the arrival of LFUCG trucks and avoids, to the extent reasonably possible, the delivery of large quantities of LFUCG Waste at the same time.

6.4 Obligation to Accept Waste. In its operation of the Transfer Station,

REPUBLIC hereby agrees to accept and dispose of all LFUCG Waste and all Non-LFUCG Waste generated in Fayette County and delivered to the Transfer Station.

6.5 Acceptance of Waste. The Acceptance of Waste Provisions of RFP No. 45-2024 and its Addenda are incorporated herein by reference as if fully stated.

6.6 Ownership of Waste. Ownership of Waste shall pass to and be accepted by REPUBLIC upon unloading of Waste at the Transfer Station, loading of Sludge into truck trailers, and/or removal of roll-offs with contaminated soil or asbestos. Ownership of Excluded Waste delivered to the Transfer Station by or on behalf of LFUCG shall not pass to REPUBLIC at any time unless REPUBLIC agrees in advance in writing to accept such Excluded Waste.

6.7 Access. LFUCG shall have the right to inspect any or all of REPUBLIC's and any subcontractor's operations, facilities or records (excluding confidential financial records) related to this Agreement. LFUCG shall have access to operations and the facilities at any and all times during normal business hours or when there is activity of any kind at those operations or facilities. Any such entry by LFUCG, its agents and representatives, shall not unreasonably interfere with REPUBLIC's operations.

## 7. FEES.

7.1 Fees and Payments. LFUCG shall pay REPUBLIC fees in accordance with the schedule of fees attached hereto as Schedule A. The environmental remediation fee of \$1.75 per ton or as that amount may be amended in the future shall be paid separately by LFUCG.

7.2 Payment. No later than the tenth (10<sup>th</sup>) day of each month, REPUBLIC shall invoice LFUCG, via electronic mail or otherwise, for LFUCG Waste accepted by REPUBLIC

during the previous calendar month. LFUCG shall pay such invoice no later than the last day of the month in which the invoice was received.

7.3 Host Fee. REPUBLIC shall no later than the fifteenth (15<sup>th</sup>) day of each month pay LFUCG a host fee for each Ton of Non-LFUCG Waste accepted at the Transfer Station during the previous calendar month. The amount of the host fee shall be \$2.00 per ton. In consideration of REPUBLIC's commitment to pay LFUCG a host fee for all Non-LFUCG Waste, LFUCG consents to the use of the Transfer Station for such Non-LFUCG waste, and the establishment by REPUBLIC of all fees for Non-LFUCG Waste.

7.3 Annual Price Adjustment. REPUBLIC shall be afforded the opportunity to request an annual price increase to be effective in the following fiscal year (July 1 – June 30 of the following year). The request shall be submitted no later than April 1. REPUBLIC shall provide sufficient documentation and justification for the requested increase. The increase shall be capped at the prior three months average of the “12-month unadjusted Consumer Price Index” as published by the U.S Bureau of Labor Statistics.

8. TERMINATION. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 10 below by the other party.

9. EVENT OF DEFAULT. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement.

10. OBLIGATION TO CURE DEFAULT. Prior to a party exercising its termination rights pursuant to Section 8, the non-defaulting party shall notify the defaulting party of the default.

Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

11. INSURANCE. REPUBLIC, at its expense, shall maintain during the term Pollution Liability Insurance with minimum limits of \$5,000,000. Commercial General Liability Insurance with minimum limits of \$2,000,000, including Property Insurance (replacement value), sufficient to repair or replace any damage or destruction resulting from any occurrence covered by such insurance. Automobile Liability Insurance with combined single limits of \$1,000,000 and Workers' Compensation Insurance with minimum limits no less than those prescribed by Kentucky law. All policies shall name "The Lexington Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successor in interest, as additional insureds on any and all appropriate policies issued." All policies of insurance shall be issued by companies qualified and licensed to do business in the Commonwealth of Kentucky with a rating classification of no less than Excellent (A) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. Certificates of Insurance shall provide that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits, except after thirty (30) days prior written notice by certified mail,

return receipt requested, to Lexington Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

12. INDEMNIFICATION. The Risk Management Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

13. NOTICES. Written notice, demand, or other communication required to be given under this Agreement by either party to the other shall be sufficiently delivered if it is dispatched by registered mail, postage prepaid, return receipt requested, or delivered personally to:

To LFUCG: Commissioner of Public Works  
Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

Commissioner of Law  
Lexington Fayette Urban County Government  
Department of Law  
200 East Main Street  
Lexington, KY 40507

To: REPUBLIC: Republic Services of Kentucky, LLC  
451 Conway Court  
Lexington, KY 40511  
Attention: Tim Ward, General Manager

14. ASSIGNMENT AND SUBCONTRACTING. No party to this Agreement shall assign its rights or obligations hereunder in whole or in part without first giving sixty (60) days' notice to, and obtaining the express written consent of, the other party, which consent shall not be unreasonably withheld. Without limiting the foregoing, (i) a transfer of in excess of fifty percent (50%) of the then issued and outstanding voting securities of REPUBLIC; or (ii) a Change of Control shall be deemed an assignment for purpose of this paragraph; provided, however, such a

transfer to a corporate affiliate of REPUBLIC, is hereby excluded and shall not be deemed an assignment. Furthermore, REPUBLIC shall not subcontract this Agreement in whole or in part without the written consent of LFUCG, which shall not be unreasonably withheld; provided, however, that REPUBLIC may subcontract any of its rights and obligations under this Agreement only as provided in its Response to LFUCG's Invitation to Bid. Any subcontractor not identified in said Response shall be subject to prior written approval by LFUCG which approval shall not be unreasonably withheld. Notwithstanding the foregoing, if an emergency occurs which causes contracting with a new subcontractor to be necessary, REPUBLIC may immediately secure the services of a new subcontractor to handle or transport Waste prior to requesting LFUCG approval. However, REPUBLIC may subcontract under an emergency only until such time as LFUCG has responded to REPUBLIC's request for written approval, which request shall be made by REPUBLIC as soon as possible after the emergency occurs. REPUBLIC shall, notwithstanding any subcontract hereunder, remain primarily liable to LFUCG for performance of this Agreement. "Change of Control" as used in this Section shall mean a transfer of a sufficient ownership interest in REPUBLIC the result of which allows a transferee to control management of REPUBLIC or otherwise direct the affairs of REPUBLIC.

15. **FORCE MAJEURE.** In the event REPUBLIC or LFUCG is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of REPUBLIC or LFUCG may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Immediately upon such event and continuing throughout the duration of such event, the parties shall each use their best efforts to remedy such event of Force Majeure as expeditiously as possible. Any time that REPUBLIC or LFUCG intends

to rely upon an event of Force Majeure to suspend obligations as provided in this Section, REPUBLIC or LFUCG shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

If an event of Force Majeure materially and adversely increases either party's costs to perform under this Agreement, the parties agree to meet and negotiate in good faith regarding any adjustment in fees.

16. CONTRACT DOCUMENTS. The Contract Documents are hereby incorporated into this Agreement by reference. In the event that a conflict exists between the provisions of this Agreement and those of the Contract Documents, the provisions of this Agreement shall control, followed by the Request for Proposal #45-2024 (Exhibit A) then REPUBLIC's Response to LFUCG's RFP #45-2024 (Exhibit B).

17. SLUDGE AND SPECIAL WASTE HANDLING. With regard to the disposal of sludge generated by LFUCG, REPUBLIC shall provide truck trailers at the LFUCG Waste Water Treatment Plants, which truck trailers shall be loaded by LFUCG. REPUBLIC shall transport the truck trailers directly to the Disposal Site and LFUCG shall not be required to deliver sludge from the Waste Water Treatment Plants to the Transfer Station. With regard to the disposal of Special Waste, the parties agree that, because of the consistency of some Special Waste, REPUBLIC may determine to by-pass the Transfer Station and transport certain Special Wastes directly to the REPUBLIC determined Disposal Site. REPUBLIC shall provide LFUCG with the name and location of the Disposal Site, along with a letter from the locality approving the acceptance of Sludge and Special Wastes, at the time of execution of this Agreement.

18. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable, all remaining provisions of this Agreement shall not be affected and shall remain in full force and effect as if such provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

20. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

21. CONSTRUCTION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations or other entities.

The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product

of any of the parties hereto.

22. ENTIRE AGREEMENT. This Agreement, including the Contract Documents, constitutes the entire understanding between LFUCG and REPUBLIC, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, LFUCG AND REPUBLIC have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: [Signature]  
COUNCIL CLERK

By: [Signature]  
Its: Mayor

ATTEST:

REPUBLIC SERVICES OF KENTUCKY, LLC

By: [Signature]  
STATE OF Kentucky)

By: [Signature]  
Tim Ward, General Manager

: SS

COUNTY OF Fayette)

The foregoing Waste Supply and Disposal Agreement was produced and acknowledged before me this the 30 day of April, 2025, by Linda Gorton

Mayor of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,  
who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT.

My Commission expires 11/20/2027.

Mackenzie Stock ID# KYNP82853  
NOTARY PUBLIC, STATE AT LARGE

STATE OF Kentucky )

: SS

COUNTY OF Boyle )

The foregoing Waste Supply and Disposal Agreement was produced and acknowledged  
before me this the 2 day of April, 2025, by Charli as Notary of  
REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky corporation, on behalf of the said  
corporation.

My Commission expires 3/18/28.

Charli Jaden Zammit  
NOTARY PUBLIC  
Commonwealth of Kentucky  
Commission Number KYNP86785  
My Commission Expires 3/18/2028

Charli Zammit  
NOTARY PUBLIC, STATE AT LARGE  
SCHEDULE A

**Transportation and Disposal Fees  
Schedule**

Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
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Municipal solid waste	tons	\$30.00	\$19.98	\$49.98
Tires (individually)	tons	\$0.00	\$5.00	\$5.00
Tires (by the ton)	tons	\$0.00	\$195.00	\$195.00
Contaminated Soils	tons	\$30.00	\$19.98	\$49.98
Municipal sewage sludge	tons	\$30.00	\$19.98	\$49.98
Asbestos	tons	N/A	N/A	N/A
Special Wastes	tons	\$30.00	\$19.98	\$49.98
Auto gas tanks	each	\$0.00	\$58.00	\$58.00
1 & 2 lb LP tanks	each	\$0.00	\$39.00	\$39.00
CDD material	tons	\$30.00	\$19.98	\$49.98
20 lb propane tanks	each	\$0.00	\$66.00	\$66.00
Host Fee to be <i>paid to LFUCG</i> for non-LFUCG waste processed through Transfer Station				\$2.00

4936-7038-6967, v. 1

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Agreement") made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to in the singular as "LFUCG"); LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION (hereinafter referred to in the singular as "Public Facilities Corporation") and REPUBLIC SERVICES OF KENTUCKY, LLC, (hereinafter referred to as "Republic").

WITNESSETH:

WHEREAS, LFUCG and REPUBLIC have entered into a Waste Supply and Disposal Agreement (the "Disposal Agreement") dated on \_\_\_\_\_ herewith for the purpose of supply and disposal of solid waste, as defined and set out in more particularity therein, and

WHEREAS, pursuant to the Disposal Agreement, LFUCG desires to designate a permanent transfer station site, shown as parcel 1A on Plat Cabinet J- Slide 865 and on Exhibit "A", attached hereto (the "Premises"), which REPUBLIC will lease from LFUCG to operate a transfer station (the "Transfer Station"), certain easements also identified on Exhibit "A" (the "Easements"), and the right of access to the Central Access Area, the Scale House Area, and the Storage Area (as those terms are defined herein) also identified on Exhibit "A", which LFUCG will grant to REPUBLIC to provide access to the Transfer Station (together the Premises, the Easements, the Transfer Station, the Central Access Area, the Scale House Area, and the Storage Area shall be referred to as the "Facilities"), and

WHEREAS, LFUCG and REPUBLIC are desirous of clarifying and setting out additional terms by which REPUBLIC will lease the Facilities and operate the Transfer Station by way of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set out, LFUCG does hereby lease and demise the Facilities to REPUBLIC upon the following terms:

1. Lease and Easements.

1.1 Lease. LFUCG does hereby let, lease and demise to REPUBLIC, for exclusive use as a solid waste transfer station and activities related thereto, the Premises, which is the area identified as 1A on Plat Cabinet J – Slide 865 and shown in blue on Exhibit "A," attached hereto and made a part hereof by reference.

1.2 Western Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike west of the Premises (the "Western Access Easements") as shown in yellow on Exhibit "A". REPUBLIC's use of the Western Access Easements shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste to the Transfer Station. The Western Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Western Access Easements. Stacking, standing or staging of vehicles within the Western Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Western Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Western Access Easements.

1.3 Eastern Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike along the eastern boundary of the Premises

(the "Eastern Access Easements) as shown in green on Exhibit "A". REPUBLIC's use of the Eastern Access Easements, which run along a portion of the existing Sanitary Sewers Road (Jimmie Campbell Dr.), shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Eastern Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Eastern Access Easements. Stacking, standing or staging of vehicles within the Eastern Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Eastern Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Eastern Access Easements.

1.4 Central Access Area. The LFUCG Public Facilities Corporation is a party to this Lease Agreement and executes this instrument to consent to, upon written request by REPUBLIC, designate and grant to REPUBLIC the right of access from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A" (the "Central Access Area"). To the extent that the Central Access Area also enters the property of LFUCG, LFUCG also designates and grants to Republic the right of entry from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A".

The Central Access Area is described herein as: beginning at the property corner between #1515 and #1501 Old Frankfort Pike and running South 79 degrees, 29 minutes East for 42.5 feet, thence North 10 degrees, 35 minutes East for 305.25 feet, thence North 59 degrees, 19 minutes

West for 42.75 feet, thence South 11 degrees, 0 minutes West for 320 feet to the point of beginning, containing 12,923 square feet, more or less.

REPUBLIC's use of the Central Access Area shall be non-exclusive and shall be limited to access from the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Central Access Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Central Access Area. Stacking, standing or staging of vehicles within the Central Access Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

Notwithstanding the maintenance responsibilities provided in Section 3, REPUBLIC shall be responsible for any and all costs associated with any renovations necessary to allow REPUBLIC to utilize the Central Access Area. Any renovation shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. LFUCG shall be entitled to use the Central Access Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Central Access Area.

1.5 Scale House Area. LFUCG has designated and hereby grants to REPUBLIC the right of access to the Scale House Area as shown in purple on Exhibit "A". The Scale House Area is described herein as: beginning at the northeastern property corner #1515 Old Frankfort Pike and running North 59 degrees, 21 minutes, 16 seconds West for 237.3 feet; thence North 67 degrees, 7 minutes, 6 seconds West for 84.2 feet; thence South 22 degrees, 14 minutes West for 43 feet; thence South 69 degrees, 5 minutes East for 319 feet to the point of beginning, containing 8,207 square feet, more or less.

REPUBLIC's use of the Scale House Area shall be non-exclusive and shall be limited to access to the Premises, by personal vehicles of employees of REPUBLIC and its contractors and empty truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Scale House Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Scale House Area. Stacking, standing or staging of vehicles within the Scale House Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

1.6 Storage Area. LFUCG has designated and hereby grants to REPUBLIC the use of the Premises (the "Storage Area") as shown in purple on Exhibit "A". The Storage Area is described herein as: beginning at the southeastern property corner #1505 Old Frankfort Pike and running North 77 degrees, 26 minutes West for 106.53 feet, thence North 11 degrees, 14 minutes East for 90 feet, thence North 38 degrees, 15 minutes West for 41.38 feet, thence South 10 degrees, 35 minutes West for 225.25 feet, thence South 79 degrees, 43 minutes East for 219.9 feet, thence North 10 degrees, 35 minutes East for 104.4 feet, thence North 80 degrees, 16 minutes West for 83.25 to the point of beginning, containing 26,355 square feet, more or less.

REPUBLIC's use of the Storage Area shall be non-exclusive. LFUCG shall be entitled to use the Storage Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Storage Area.

1.7 Use of Facilities. In addition to the limitations on the use of the Facilities as otherwise provided in the Lease, the use of the Facilities by REPUBLIC shall be limited to only those uses which directly support the operations of the Transfer Station and compliance by REPUBLIC with the terms of the Lease and the Disposal Agreement.

2. Transfer Station Operation. REPUBLIC shall maintain and operate the Transfer Station for the term hereinafter specified for the purpose of receiving Waste, REPUBLIC shall not permit any Waste to remain on the floor or on the ground outside the Transfer Station overnight and shall not permit any Waste to remain on the Premises overnight. The Transfer Station shall be operated by REPUBLIC, for LFUCG, in accordance with the terms of the Disposal Agreement and all applicable federal, state and local law and regulation. The Premises shall only be used by REPUBLIC as a transfer station for waste handling in accordance with the terms of the Disposal Agreement.

3. Maintenance of Facilities. In addition to the maintenance requirements provided herein, REPUBLIC shall keep and maintain the Facilities at all times during the term hereof in good order and repair (reasonable wear and tear excepted) and shall be responsible for all maintenance of the Facilities. REPUBLIC will provide, manage, and maintain all equipment in or on the Facilities. REPUBLIC will assume responsibility for the routine maintenance and repairs, security, odor control, snow/ice removal, and litter abatement of the Facilities. REPUBLIC must keep the Facilities in compliance with all applicable codes and regulations.

REPUBLIC shall include in the monthly report a summary of any damage and repairs to the Facilities. Any significant damage or accidents shall be reported to LFUCG within 24 hours. LFUCG will conduct weekly inspections and note areas of concern and deficiencies. Failing to address an issue raised by LFUCG may result in default or LFUCG correcting the item and charging REPUBLIC for any and all expenses. REPUBLIC and LFUCG will conduct an initial walk-through and inventory at the beginning of the lease term. At the end of the lease term, REPUBLIC shall return the Facilities and equipment located thereon to LFUCG in the same condition as accepted at the beginning of the lease term.

Repairs or improvements to the facility that exceed \$20,000 will be considered Capital Repairs. LFUCG will be responsible for the cost of Capital Repairs. Notwithstanding the foregoing sentence, a repair that exceeds \$20,000 shall be the responsibility of REPUBLIC if caused, in whole or in part, by REPUBLIC's delay or failure to perform routine maintenance.

4. Storm Water. REPUBLIC agrees to maintain any existing storm water facilities, including any retention basin, water quality basin, or other such facility currently located on the Premises, and further hereby specifically agrees to install at its sole expense any other storm water facilities necessary to comply with any applicable local, state, or federal laws and/or regulations related to storm water originating on or from the Premises.

5. Landscaping. REPUBLIC shall maintain existing landscaping, including all buffer trees, currently within the Facilities. REPUBLIC shall replace all damaged and dead trees with the size and species as provided in the most recent LFUCG Planting Manual.

6. Term. Unless terminated earlier pursuant to Section 20 herein, the term of this Agreement shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2028. This Agreement may be extended by mutual agreement of the Parties for two additional three-year terms, under the same terms and conditions as provided herein and in the Disposal Agreement. The Parties must provide notice to the other that it intends to exercise its part of the mutual option on or before ninety (90) days before the existing term is due to expire. The Parties may only extend for one additional three-year term at a time. The term of this Agreement corresponds directly to the Disposal Agreement.

7. Payments. LFUCG shall pay to REPUBLIC during the term of this Agreement fees and reimbursements as provided for, and on the schedule set out, in the Disposal Agreement. REPUBLIC shall pay to LFUCG host fees as provided for, and set out in the Disposal Agreement.

8. Taxes. REPUBLIC shall pay all applicable taxes or assessments on its use of the Transfer Station and equipment used in conjunction with the Transfer Station but reserves the right to contest any such levy or assessment.

9. Utilities and Service. The parties agree that all necessary utilities required by REPUBLIC for the operation of the Transfer Station are at or in close proximity to the boundary of the Premises. LFUCG hereby grants to REPUBLIC the right to construct, at its cost, access to any such utilities across LFUCG property, subject to the approval of the Commissioner, which shall not be unreasonably refused. Likewise, REPUBLIC agrees to allow LFUCG to construct utility pipelines and wirelines on or through the Premises, which shall not interfere with the operation of the Transfer Station, subject to REPUBLIC's prior written approval, which shall not be unreasonably refused. REPUBLIC shall pay for all utilities and services used or consumed at the Transfer Station during the term of this Agreement.

10. Signage. REPUBLIC shall provide reasonable signage to identify the Transfer Station, its operator, hours of operation, emergency phone number, ingress and egress points, subject to the approval of the Commissioner, which approval shall not be unreasonably refused, and further subject to requirements of the Zoning Ordinance as to type, size, content and location.

11. Hours of Operation. REPUBLIC shall keep the Transfer Station open to receive Waste at all times during the hours required by the Disposal Agreement.

12. Insurance. The Insurance Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated.

13. Indemnification.

12.1 The Risk Management Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

14. Condition of the Transfer Station: Scales.

(a) REPUBLIC shall maintain the Transfer Station and scales in good order, condition, and repair at all times at its own expense. Without limiting the generality of the foregoing, REPUBLIC agrees to keep all exterior surfaces of the improvements clean; to keep the inside and outside of all glass in the doors and windows of the improvements clean; to replace promptly with like kind and quality any plate or window glass which may become cracked or broken; to maintain the improvements in a sanitary condition, free of insects, rodents, vermin, and other pests; to keep the Transfer Station free from accumulation of garbage, trash, rubbish, and other refuse, and to provide trash rooms, containers and receptacles therefore to avoid and prevent any objectionable odors; and generally to occupy the Transfer Station and conduct its business in a clean dignified, and orderly manner in accordance with high standards. REPUBLIC agrees that LFUCG and/or any representative designated by it shall have the right, at all reasonable times, to inspect and examine the Transfer Station. REPUBLIC agrees to correct any deficiency within ten (10) days (or a reasonable time if such deficiency is not correctable within ten days) after written notice to it from LFUCG.

(b) REPUBLIC shall regularly calibrate the scales consistent with industry standards.

15. Casualty Damage. In the event that all or any portion of the improvements on the Transfer Station are damaged or destroyed by fire or other casualty, REPUBLIC shall promptly repair or replace the improvements and restore them to as good a condition as existed before the

damage. Any insurance proceeds payable to LFUCG or REPUBLIC shall be made available to REPUBLIC for the purpose of replacement or repair.

16. Covenants of LFUCG. LFUCG warrants and covenants to REPUBLIC the following, each of which is deemed a material inducement for the execution of this agreement:

(a) The LFUCG has fee simple title to the Facility and full right, power and authority to enter into this Agreement.

(b) The LFUCG will keep REPUBLIC in full, complete and peaceful possession of the Facility during the existence of this Agreement, so long as REPUBLIC is not in default of this Lease Agreement nor the Disposal Agreement.

17. Equipment. REPUBLIC may install any equipment and fixtures at the Facility it deems necessary or desirable for the conduct or operation of its business. REPUBLIC may, within thirty (30) days after termination or cancellation of this Agreement, remove any rolling stock, vehicles and equipment not attached to the Facility so as to make them a fixtures, so long as the removal does not damage the structure of the Facility.

18. Remodeling. At any time from time to time, REPUBLIC, at its sole cost and expense, may remodel the interior of the improvements as it deems necessary or convenient for the conduct of its operation subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld.

19. Disposal Agreement. The Disposal Agreement and all incorporated documents thereto are incorporated herein by reference. Terms which are capitalized in this Agreement and which are not specifically defined herein shall have the meanings ascribed to them in the Disposal Agreement.

20. Termination. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 22 below by the other party.

21. Default. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement; (iii) REPUBLIC becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors; or (iv) an Event of Default under the Disposal Agreement occurs.

22. Obligation to Cure Default. Prior to a party exercising its termination rights pursuant to Section 20, the non-defaulting party shall notify the defaulting party of the default. Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

Nothing contained in this Lease Agreement shall prohibit LFUCG from contracting with any other Person for the transfer or disposal of LFUCG Waste from the Transfer Station, including terminating this Lease Agreement and leasing the Premises to that Person, without providing the right to cure, should REPUBLIC, through its breach of this Agreement, fail to ensure continuity

of its waste disposal services, until such time as continuity of waste disposal services is ensured by REPUBLIC.

23. Notices. Any written notice required herein shall be sufficient if sent by certified mail to the following:

(a) LFUCG: Commissioner of Environmental Quality & Public Works  
Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

WITH A COPY TO:

(b) REPUBLIC: Republic Services of Kentucky, LLC  
451 Conway Court  
Lexington, KY 40511  
Attn: General Manager

Republic Services of Kentucky, LLC  
c/o Republic Services, Inc.  
18500 N Allied Way  
Phoenix, AZ 85054  
Attn: Chief Legal Officer

24. Non-Waiver. Each act of default by either LFUCG or REPUBLIC shall be a separate occurrence, and waiver or extension of time to cure same on one occasion shall not be deemed a waiver or extension of any subsequent default.

25. Recording. On even date herewith, the parties shall execute a Memorandum of Lease, in the form attached as Exhibit "B" and made a part hereof by reference, for the purpose of recordation. All costs associated with the recordation of the Memorandum of Lease shall be paid by REPUBLIC.

26. Entire Agreement. This Agreement and the Disposal Agreement constitute the entire agreement between LFUCG and REPUBLIC and this Agreement may be altered or amended only by written agreement of both.

27. Binder. This Agreement shall be binding on the successors and assigns of both LFUCG and REPUBLIC.

IN WITNESS WHEREOF, parties have hereunto affixed their names, the day and year first above written, provided, however, that the Lexington Fayette Urban County Government





Public Facilities Corporation has signed only for the purposes set out in paragraphs 1.4 and 1.5, above.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: \_\_\_\_\_  
COUNCIL CLERK

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

ATTEST:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

By: Mackenzie Jak  
COUNCIL CLERK  
*Deputy*

By: Linda Gorton  
Its: President

REPUBLIC SERVICES OF KENTUCKY, LLC

By: [Signature]  
Adrienne W. Wilhoit, Vice President

STATE OF Kentucky  
COUNTY OF Fayette : ss

The foregoing Lease Agreement was produced and acknowledged before me this the 08 day of May, 2025, by Linda Gorton President of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

My Commission expires July 11, 2026.

Sonja M Blackburn # KYNP55159  
NOTARY PUBLIC, STATE AT LARGE

STATE OF Kentucky  
COUNTY OF Fayette : ss

Sonja M. Blackburn  
Notary Public  
Commonwealth of Kentucky  
Commission Number KYNP55159  
My commission expires July 11, 2026

The foregoing Lease Agreement was produced and acknowledged before me this the 8th day of May, 2025, by Linda Gannon, President of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, who acknowledged that he had full authority to act on behalf of the said LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

Sonja M. Blackburn  
Notary Public  
Commonwealth of Kentucky  
Commission Number KYNP55159  
My commission expires July 11, 2026

My Commission expires July 11, 2026

Sonja M. Blackburn # KYNP55159  
NOTARY PUBLIC, STATE AT LARGE

STATE OF ARIZONA )  
: SS  
COUNTY OF MARICOPA )

The foregoing Lease Agreement was produced and acknowledged before me this the 2nd day of April, 2025, by Adrienne W. Wilhoit as Vice President of REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky corporation, on behalf of the said corporation.

My Commission expires 2/2/29

[Signature]  
NOTARY PUBLIC, STATE AT LARGE

KIARA GONZALEZ  
Notary Public - Arizona  
Maricopa County  
Commission # 678775  
My Comm. Expires Feb 2, 2029





**APPLICATION TO AMEND AREA SOLID WASTE MANAGEMENT PLAN**

I. Name of Solid Waste Management Area: Lexington-Fayette Urban County Government (LFUCG)

Name of Governing Body Chairperson: Mayor Linda Gorton

Address: 200 East Main Street, Lexington, KY 40507

Email: mayor@lexingtonky.gov

Telephone: (859) 280-3100

Name of Contact Person: Lauren Monahan, Environmental Initiatives Specialist, LFUCG Division of Waste Management

Address: 675 Byrd Thurman Drive, Lexington, KY 40510

Email: lmonahan@lexingtonky.gov

Telephone: (859) 280-8578

II. Please provide a brief statement about the proposed amendment and the pages of the current Solid Waste Management Plan that will be updated if the amendment is approved.

Nature of Amendment and page(s) affected:

Upon the expiration of the Municipal Solid Waste and Wastewater Sludge Disposal and Transfer Station Operations contract in July of 2025, LFUCG solicited requests for proposals to qualified vendors. After a selection committee carefully reviewed the submittals, Republic Service Group (RSG) was awarded the contract. RSG proposed the lowest bid and met all criteria as outlined in the RFP. LFUCG would like to amend the Five-Year Plan to reflect RSG's new contract, capacity assurance, and landfills used under the contract. Updates include: Page 8, Question 2 (landfills used by governing body), Page 9, Question 5 (description of disposal agreement and capacity assurance), Attachment 3.1 to reflect the new disposal contract between LFUCG and RSG.

III. Attach a separate page for a formal description of the proposed amendment outlining: justification, desired outcome, implementation schedules and financial accountability.

IV. Signature of Governing Body Chairperson: Linda Gorton

V. Date: 9/2/2025



August 2025

To: Kentucky Energy and Environment Cabinet, 300 Sower Blvd, Frankfort, KY 40601

Re: Formal request to amend Lexington-Fayette Urban County Government's 2023-2027 Solid Waste Management Area Five Year Plan

To whom it may concern,

Lexington-Fayette Urban County Government is proposing to amend the current Solid Waste Management Area Five Year Plan. Below, you will find an addendum to FORM A, including a detailed listing of the required information needed for an amendment proposal as outlined in 401 KAR 49:011. We request that the Cabinet reviews this amendment request. Please let us know if any additional information is needed.

**County requesting amendment:** Lexington-Fayette Urban County Government (LFUCG), Division of Waste Management

**Address of governing body:** 200 E Main St, Lexington, Kentucky 40507

**Contact person:** Lauren Monahan, Environmental Initiatives Specialist, LFUCG Division of Waste Management

**Contact person address:** 675 Byrd Thurman Drive, Lexington, Kentucky 40510

**Contact person phone number:** (859) 280-8578

**Pages to be amended in current 2023-2027 Plan:** Page 8, Question 2 / Page 9, Question 5 / Attachment 3.1

**Brief description of nature of amendment:** This proposed amendment would allow for the updating of landfill(s) used and additional transfer and disposal agreement information following Lexington's request for proposals for Municipal Solid Waste and Wastewater Sludge Disposal and Transfer Station Operations. Republic Service Group (RSG) submitted the lowest bid and has been awarded the three-year contract. LFUCG would like to update the plan to include RSG's information as it pertains to disposal activities in Fayette County under this newly-issued contract.

**Written justification, desired outcome, implementation schedules, and financial impact of proposed amendment:** The proposed amendment, if implemented, would update disposal information as it pertains to Republic Service Group's pricing, capacity assurance and landfills used for disposal of Fayette County's waste. It would also update information for the current Transfer Station and Disposal Agreement with RSG.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0168-26**

**File ID:** 0168-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 02/20/2026

**File Name:** Request Council authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC to facilitate two courses of Advanced Threat Assessment for the Division of Police at a cost not to exceed \$60,000.

**Final Action:**

**Title:** Authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC, pursuant to RFP #47-2025, to facilitate two courses of Advanced Threat Assessment relating to bomb technician training for the Division of Police at a cost not to exceed \$60,000. Funds are budgeted. (L0168-26)(Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26 - Blue Sheet Acceptance from Point One USA LLC, Point One Proposal for RFP 47-2025, Purchase of Service Agreement - Kentucky

**Enactment Number:**

**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:
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### Text of Legislative File 0168-26

#### Title

Authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC, pursuant to RFP #47-2025, to facilitate two courses of Advanced Threat Assessment relating to bomb technician training for the Division of Police at a cost not to exceed \$60,000. Funds are budgeted. (L0168-26)(Weathers/Armstrong)

#### Summary

Authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC, pursuant to RFP #47-2025, to facilitate two courses of Advanced Threat

Assessment relating to bomb technician training for the Division of Police at a cost not to exceed \$60,000. Funds are budgeted. (L0168-26)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 2/12/2026

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3200-505505-5547-71299

This Fiscal Year Impact: \$60,000.00

Annual Impact: \$0

Project: STHO\_BOMB\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: \$92,550.00



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

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

**DATE: FEBRUARY 20, 2026**

**SUBJECT: Authorization to Execute Agreement with Point One USA, LLC  
RFP #47-2025 Advance Threat Assessment Course**

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**Request:** Council authorization to execute Purchase of Services Agreement and accept proposal from Point One USA, LLC to facilitate two courses of Advanced Threat Assessment for the Division of Police at a cost not to exceed \$60,000.

**Termination Language:** The term of agreement is from February 9, 2026 and shall last for a period of 1 year(s) unless terminated by LFUCG. The LFUCG through the Mayor or the Mayor’s designee, may terminate this agreement for cause by providing Point One USA with a thirty (30) days advance written notice.

**Purpose of Request:** The Division of Police has been awarded a grant from Kentucky Office of Homeland Security to support training of the functional capability of state and local bomb technicians responding to IED incidents by enhancing knowledge of electronically initiated devices and detonator diagnostics per current FBI operational guidelines. The bid request received only one submittal, for two different courses. Police requests to accept the course for \$60,000.00. This is to facilitate a 5-day course designed to train and prepare bomb technicians for up to 30 officers.

**What is the cost in this budget year and future budget years?** \$60,000.00 is cost in FY26. No future years cost are anticipated.

**Are the funds budgeted?** Yes, 3200-505505-5547-71299; STHO\_BOMB\_2025 FED\_GRANT 2025

**File Number:** 0168-26

**Director/Commissioner:** Weathers/Armstrong





In response to Request for Proposal for  
RFP #47-2025

## **Advanced Threat Assessment Course**

by the Lexington-Fayette Urban County Government

## **Written and Price Proposal**

Point One USA, LLC is pleased to submit the following proposal to:

Sondra Stone  
200 East Main Street  
Lexington, KY 40507  
859.258.3320  
859.258.3322  
Email: [sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

Receipt/Response Date: 2 PM Eastern Standard Time (EST) on 4 December 2025

### Point One Contact:

Michelle Brush, Chief Business Officer, 850.380.8052, [michelle@pointoneusa.com](mailto:michelle@pointoneusa.com)  
Robert Brush, Chief Executive Officer, 757.416.8162, [bob@pointoneusa.com](mailto:bob@pointoneusa.com)

Tax ID Number: 37-1171096  
CAGE Code: 6UNM5  
DUNS: 078723457

This proposal includes proprietary data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [ALL].

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## Company Background and Expertise

Point One USA, LLC. (Point One) is pleased to provide this proposal to the Lexington-Fayette County Government in response to Request for Proposal #47-2025 Advanced Threat Assessment Course for the Lexington Police Department. Training to help the Public Safety Bomb Technician (PSBT) obtain critical information about an improvised explosive device (IED) incident, make intelligent decisions based upon this information, and formulate a plan of attack to efficiently render safe or neutralize the suspect IED promote consistent and safe tactics, techniques, and procedures (TTPs) is critically important to overall mission success. Point One is a well-established EOD-centric, Service-Disabled Veteran Owned Small Business (SDVOSB), founded in 2013 and run by career long Military and Public Safety personnel who have retired from active duty and are now providing advanced training and services for the larger PSBT and EOD communities as well as other tactical and special operations personnel. We understand the Domestic Response mission very well and the hazardous challenges presented when explosive devices and associated materials are involved. We've spent decades leading and supporting domestic operations at local, regional, and national levels and are now teaching and supporting the communities from where we came to use and understand the TTPs we helped to create and still hone on a weekly basis through our practically based training curriculums.

Our staff has served within the U.S. Special Operations Command (USSOCOM), Joint Special Operations Command (JSOC), the Naval Special Warfare Development Group (NSWDG), Marine Forces Special Operations Command (MARSOC), Georgia Bureau of Investigation (GBI), Gwinnett County Police Department, and the United Kingdom Ministry of Defence (UKMOD). Additionally, we have significant technical and tactical experience, having been attached to a broad spectrum of domestic tactical units, special operations forces, and a variety of national level domestic government agencies during counter-IED and counter-terrorist operations within the United States (US) and the United Kingdom (UK).

Bob Brush (CEO), a retired Navy EOD Master Chief, and former NSWDG Master EOD Technician owns and leads the sixty personnel that comprise Point One and who work together to combine science with operations to deliver the most comprehensive and relevant training support solutions available to the global EOD community. His team is comprised of thirty-eight former EOD technicians and Public Safety Bomb Technicians, three Electronics Engineers, three Organic/Inorganic Chemists, and multiple Business Professionals, all with decades of experience operating, managing, teaching, and leading in their respective fields.

Mr. Mike Clayton (Public Safety Training Manager), a retired GBI Bomb Squad Commander who served on active service for 30+ years in public safety will lead all courses following award. His distinguished law enforcement career includes 19 years as a Bomb Technician with 12 years as the Bomb Squad Commander. He also served as a member of the State of Georgia Special Weapons and Tactics (S.W.A.T.) team and later as a commander of the GBI Special Enforcement Team. He was an original member of the National Bomb Squad Commanders Advisory Board (NBSCAB) Public Safety Tactical Bomb Tech (TBT) Subcommittee. He has been instrumental in developing the TBT course curriculum that is used nationwide today and, in the development, and implementation of the current courses that Point One teaches on a weekly basis.

Point One is your pick to support these training courses. Choose a company and team that understands your mission and has lived it, not one that looks good on paper! Team Point One instructors are absolutely the best possible providers of the training requested by the Lexington Police Department because we have lived the mission for decades and developed training based on this experience and our expertise.

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## Technical Approach and Training Philosophy

Point One designs all courses of instruction around a “Train Hard - Fight Easy” philosophy to make the most of the time available and provide a thorough course of instruction. Each topic or module is designed to first provide a foundation of learning through classroom instruction and then ensure the information is fully understood and retained through technical labs and drills. Participants are encouraged to employ a threat assessment philosophy during practical training to accomplish tasks successfully and with greater efficiency. Based on years of successful training courses with consistently positive feedback from participants, this training format coupled with an emphasis on threat assessment philosophy is a proven technique that ensures maximum learning, retention, and success for PSBT, EOD, and Tactical Operators.

The 5 day (40 hour) Advanced Threat Assessment (ATA) and Response course is designed to provide training for all Public Safety Bomb Technicians, irrespective of ability or experience. The course is based on the British NATO philosophy taught at the Defense Munitions Base in Kington, UK. and is designed on a nonspecific to theater of operations. The scope of the modular training is focused on conventional permissive environment. It is assumed that a full complement of EOD equipment is available for each team of students.

The information presented in the ATA intended to assist in obtaining the critical information required to formulate a suitable Render Safe Procedure with the goal of neutralizing the Improvised Explosive Device (IED) against known current IED trends. The course consists of one day of classroom and the remainder of the course focuses on practical application under realistic current threat conditions.

The first day of training (8 modules) will cover the theory pertaining to threat assessment. The remainder of the week will provide a practical platform for all students to undergo an evaluated IED scenario in which students will be expected to develop a plan of action based on threat assessment and deploy their EOD equipment to render safe IED. This will be concluded by a full verbal debrief.

The course is designed to train 20 students (but can be adjusted to meet a 30 student course of instruction). Students will operate in four teams of five. Teams will be tasked with multiple conventional IED scenarios each day. The scenarios are designed for all team members to participate and allow a team to fully complete all scenarios with no time constraints.

Each student’s knowledge and skills are assessed throughout the course through instructor observation of both theory and practical exercises. During the performance evaluation the student is required to perform the task to the standard addressed in the training objectives. An assessment sheet will be compiled by the instructor on each student’s practical performance. This is not seen as a pass/fail method of evaluation, rather a written debrief of performance with suggested areas for improvement. Additional instruction is provided throughout the course, if required.

The ATA course adheres to applicable NBSCAB and DoD safety standards and will be delivered by retired PSBT-HDS graduates and retired military EOD technicians.

Highlights include:

- **Student Guide:** When formal blocks of instruction are part of the scheduled course each participant will receive as a deliverable of the COI a complete version (printed and digital) of the student guide and all reference material used to build the course of instruction, including course syllabus, objectives and lesson plans.

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- **Course Critiques:** Participants are asked to fill out a 10-question course critique at the end of training. Instructors evaluate the level of satisfaction for each category and comments made on each critique to determine if improvements to the course are in order.
- **Hot Wash:** Following the training, a verbal discussion between instructors and participants is conducted to capture immediate concerns and suggestions for improvement.
- **After Action Report (AAR):** An AAR for each course will be delivered to the leadership upon completion detailing the course outcomes including pre- and post-survey/test results, course critique summary, and instructor/participant recommendations for improvement.
- **Instructor Feedback:** Highly qualified EOD and technical experts are constantly available to answer questions and provide guidance for all training evolutions. Instructors provide real-time and post-exercise feedback during and after each training evolution.
- **Certificates of Completion:** Each participant receives a certificate of completion at the end of each course stating hours of instruction and type of training.

### Past Performance/Relevant Experience

- Prime Contractor for Tactical PSBT Operations and Advanced Threat Assessment to include Vehicle Bomb Counter measures training courses for multiple departments to include San Diego County Sheriff Dept., Gwinnett County Police Dept., Georgia Bureau of Investigation, Atlanta Police Dept., New Jersey State Police, Newark Police Dept., Dekalb County Police Dept., and Miami Police Dept. Multiple iterations across several states over the past 5+ years.
- Prime Contractor for Joint Hazardous Response Team- Special Events (JHRT-SE) Training courses supporting state and local Law Enforcement, PSBT, and National Guard CST in Maine, Mississippi, and Georgia for multiple training courses in preparation for real-world special events to include preparing the JHRT-Strike Teams at Super Bowl LIII at Mercedes Benz Stadium in Atlanta, GA.
- Prime Contractor for Special Events In-Extremis (SEI) and advanced IED electronics training courses for state of California, Florida, Virginia, and Georgia local/state PSBTs and Tactical Officers. Multiple iterations in all four states over the past 4+ years.
- Prime contractor for Homemade Explosives (HME) training for PSBTs across multiple states to include Georgia, Virginia, and FBI, and multiple Department of Defense (DoD) units to include all of US Navy EOD Operators on both the east and west coast for the past 10+ years.
- Prime contractor for multiple efforts across the DoD for advanced demolition operations and most recently for the state of Georgia to train PSBTs best practices for UXO remediation and disposal.

### Management Plan

Mr. Mike Clayton is a full-time employee at Point One and serves as our Public Safety Training Manager. He will be our primary point of contact for coordination and communications with the County Government staff and all course personnel involved in the training. He is a retired GBI Bomb Squad Commander and understands the importance of meeting milestones and deliverable due dates when it comes to law enforcement and public safety training events. He has led 50+ training courses for Point One over the past five years and is qualified to lead this course of instruction as well as any of Point One's law enforcement or military courses.



Mr. Clayton will work with a dedicated training team that is assigned by our training staff to ensure continuity of effort and reliability during coordination with both the personnel receiving the training and any supporting assets that are needed to conduct the training. Point One's training and business staff will work with the senior leadership of the unit receiving the training immediately following notification of award for scheduling the dates for the course and to coordinate all aspects of the agreed-upon training course. Equipment lists will be provided to all attending personnel, lodging information if required, and logistics information regarding training locations and scheduled timeframes. The course will be planned out and facilitated using an instructor guide/playbook created specifically for the course that includes a course schedule with details of daily goals, training objectives, required training aids and materials, and facilities for each day of instruction.

Our course preparation process and logistic support are key elements to our history of successful course execution. Course preparations start 90 days out from the scheduled course start date and are tracked by the entire Point One senior staff, the public safety training manager, and the senior instructor assigned to lead the course. With more than a decade of experience conducting military and law enforcement courses worldwide, our well-established business processes and training experience ensure we identify any potential project or task issues involved with any of our training courses and find solutions well in advance of course start dates.

For all our courses a thorough cost analysis is conducted that includes accurate labor, travel, and material costs. This helps ensure our customer is not being overcharged and that we are able to conduct the training course within budget. This process is part of our fiber, and it has enabled us to maximize the quality of our courses and provide the highest level of training to our customers, regardless of location or type of training at the most reasonable cost possible.

Point One's Standard Operating Procedures (SOP) used in all of our courses ensure that risk is minimized, and safety remains paramount over the entire course of instruction. Our HME course SOPs have been reviewed and accepted by the DoD Explosive Safety Board (ESB) and have become the gold standard that all must follow when teaching this type of curriculum. We have adopted sound Operational Risk Management (ORM) practices learned during service in the military as part of our overall safety program and incorporated this philosophy into all high-risk training. Briefs are conducted prior to any evolution to ensure that any hazards are identified, and all risks are mitigated to an acceptable level. This approach has ensured that Point One has a record of ZERO accidents or injuries after training thousands of operators over the past 12+ years across the USA and internationally.

### **Key Personnel**

Point One is well staffed with full-time salaried employees and currently has the required full-time personnel or exclusive independent contractors to conduct this course. We maintain four instructor teams, comprised of former military EOD and Public Safety Bomb Technicians (PSBTs) to support on average 120 weeks of training and exercise support annually for the EOD, Law Enforcement, and the Public Safety communities. Our EOD instructors are post-service Master and Senior EOD or PSBT Operators with a minimum of ten and some with 35+ years' experience as a Bomb/EOD Technician, and/or a qualified Special/Tactical Operator across a wide variety of operational environments and tactics. Our chemists and electronics instructors are well credentialed with a minimum of a bachelor's

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degree in chemistry and electrical engineering and typically 3-5 years' experience in their field before being accepted for employment. The following employees have been selected as our primary instructors.

**Mr. Mike Clayton** - Public Safety Training Manager for Point One. He retired from the Georgia Bureau of Investigation (GBI) after dedicating thirty years of service to the State of Georgia. He served 19 years as a Bomb Technician with 12 years as the State of Georgia Bomb Squad Commander.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- State of Georgia Special Weapons and Tactics (SWAT)
- Commander of the GBI Special Enforcement Team
- Extensive experience in Tactical Bomb Technician/SWAT interoperability and Special Events
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- Vehicle Borne IED Countermeasures Operations and Training Expert
- Qualified through the Superior Court as an Expert Witness in explosives, destructive devices and render safe procedures.
- Professional Management Program (PMP) Columbus State University

**Availability** - Full-time employee and fully available to support all training courses.

**Experience** - Mr. Clayton has led and taught public safety training courses across the nation in support of PSBT's and other first responders. Mr. Clayton is a recognized expert in the field of bomb disposal and has extensive experience leading and supporting special event responses. He has spent his entire adult career working in the public safety sector and has led, executed, trained, and managed at all levels of response for events involving explosive threats and tactical operations. Mr. Clayton has extensive knowledge of the federal grant program with more than 25 years of experience working to support training through federal grants. His full resume is available for review if required with a list of personal references that can attest to his expertise as a PSBT commander, SWAT Operator, and senior leader in the Public Safety arena.

**Mr. Steve Strong** – PSBT/EOD expert with 44 years of experience, including 24 years as a military EOD operator and 20 years as an instructor to the US Law Enforcement community, Military EOD community, and various other government agencies. During his 24 years with the British Army, he also supported the Law Enforcement community and other government agencies in operations involving potential explosive threats in a domestic environment.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- Extensive teaching experience in Bomb Technician/SWAT interoperability and Special Events
- Expert in TTPs related to Hostage Handling and Rescue when explosive threats are involved
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- Expert in IED Advanced Electronics

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- Vehicle Borne IED Countermeasures Training Expert
- Project Management Professional (PMP) 2015
- Certified Master Trainer, Virginia Dept. of Labor

**Availability** - Full-time employee and fully available to support all training courses..

**Experience** - Mr. Strong has led and taught public safety training courses across the nation in support of PSBTs and other first responders. Prior to his employment with Point One, he worked for AT Solutions where he designed and implemented multiple unique training programs for the PSBT community nationwide. Almost every state and large region in the United States of America has benefited from Mr. Strong's knowledge and expertise through training over the past 20 years. In 2006, Mr. Strong was responsible for writing and delivering the first course in the US specifically aimed at incorporating Hazardous Response units with their SWAT teams, this course was titled "Bomb Squad/SWAT interoperability and has since been adopted by the FBI and a variation of it is now delivered as the TBT course. In addition, he also designed and wrote the Bomb Squad threat assessment course and In-Extremis Counter IED course. All three courses were specifically designed to address the training needs of the public safety C-IED community. He has gained an international reputation within the field and has had several papers published on both technical response and training/teaching methodologies. His full resume is available for review if required with a list of personal references that can attest to his expertise as an EOD Operator, Trainer, and Leader in the PSBT arena.

**Mr. Kevin Moller** - PSBT Training Team Leader for Point One. He retired from the Gwinnett County Police Department after 23 years of service to the State of Georgia. He served 15 years as a Public Safety Bomb Technician and SWAT Officer.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- State of Georgia Special Weapons and Tactics (SWAT)
- Extensive experience in Tactical Bomb Technician/SWAT interoperability
- Extensive experience in FBI/DOE Stabilization Program
- Vehicle Borne IED Countermeasures Operations and Training Expert
- Expert in X-ray procedures and associated software (XTK)

**Availability**- Full-time employee and fully available to support all training courses.

**Experience**- Mr. Moller has led and taught public safety training courses across the nation in support of PSBT's and other first responders. He is a recognized expert in the field of bomb disposal and has extensive experience supporting special events as well as providing PSBT services during real world operations involving explosive threats as a SWAT Team Operator. Mr. Moller has extensive knowledge of the federal grant program with more than 20+ years of experience working to support training through federal grants. His full resume is available for review if required with a list of personal references that can attest to his expertise as a PSBT and SWAT Operator in the Public Safety arena.



**Mr. Rusty Coleman** - He retired from the Gwinnett County Police Department after 25+ years of service to the State of Georgia. He served 15 years as a Public Safety Bomb Technician and SWAT Officer. His last 8 years were spent as the Bomb Squad Commander.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- State of Georgia Special Weapons and Tactics (SWAT)
- Extensive experience in Tactical Bomb Technician/SWAT interoperability
- Extensive experience in FBI/DOE Stabilization Program
- Vehicle Borne IED Countermeasures Operations and Training Expert
- Expert in X-ray procedures and associated software (XTK)
- Extensive experience as a Hazardous Materials Technician and Hazardous Materials/Bomb Technician interoperability

**Availability-** Full-time employee and available to support all training courses..

**Experience-** Mr. Coleman has led and taught public safety training courses across the nation in support of PSBT’s and other first responders. He is a recognized expert in the field of bomb disposal and has extensive experience supporting special events as well as providing PSBT services during real world operations involving explosive threats as a SWAT Team Operator. His full resume is available for review if required with a list of personal references that can attest to his expertise.

**Mr. Mitch Hovenga** - President of Point One USA. He retired from the US Navy as a Master Chief Petty Officer (MCPO) and Master EOD Technician after 27 years of service to his country.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- Expert in TTPs related to Hostage Handling and Rescue when explosive threats are involved.
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- Extensive experience in the field of Special Operations and integration of EOD assets
- Expert in the field of sensitive site exploitation (SSE), post blast, and expedient forensics
- Expert in CBRN identification, decontamination and packaging of materials and weapons
- Vehicle Borne IED Countermeasures Operations and Training Expert
- Expert in X-ray procedures and associated software (XTK)
- Extensive experience supporting national mission force response for domestic missions in support of national level objectives to counter the use of WMD and CBRNE related threats

**Availability-** Full-time employee and fully available to support all training courses.

**Experience-** Mr. Hovenga has led and taught public safety training courses across the nation in support of PSBTs and other first responders. His extensive experience in the Navy as part of the nation’s highest-level capability to respond to the threat of nuclear and WMD threats ensures he adds an element of expertise not usually available to PSBTs. He helped orchestrate a short notice response capability

POINT ONE USA, LLC \* 2809 Crusader Circle \* Virginia Beach, VA 23453

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*A Service-Disabled Veteran-Owned Small Business*

**BUSINESS SENSITIVE - POINT ONE PROPRIETARY**



provided by the DoD when no other capability was available within the nation at the time. His efforts led to the creation of the current short notice federal response capability and ensured the nation's safety. Mr. Hovenga helped develop TTPs and equipment that led to the current stabilization program run by the FBI & DOE. His 35+ years of experience has hugely contributed to Point One's public safety training programs. His full resume is available for review if required with a list of personal references that can attest to his expertise in the field of EOD.

**Mr. Bryan Bymer** is a Senior Instructor and Training Team Leader of Point One USA. He retired from the US Navy as a Master Chief Petty Officer (MCPO) and Master EOD Technician after 23 years of service to his country.

**Areas of expertise and qualifications:**

- Advanced render safe procedures (RSP) for both IEDs and WMDs
- Expert in TTPs related to Hostage Handling and Rescue when explosive threats are involved.
- Expert in homemade explosive (HME) and energetic material testing, recognition, identification, handling, and neutralization
- Extensive experience in the field of Special Operations and integration of EOD assets
- Expert in the field of sensitive site exploitation (SSE), post blast, and expedient forensics
- Expert in CBRN identification, decontamination and packaging of materials and weapons
- Expert in X-ray procedures and associated software (XTK)
- Has been an instructor in more than 30 law enforcement courses, training hundreds of PSBT personnel.

**Availability-** Full-time employee and fully available to support all training courses.

**Experience** - Mr. Bymer has led and taught training courses across the nation and internationally in support of military EOD, PSBTs and other first responders. He is a recognized expert in the field of EOD and has extensive experience supporting special events as well as military combat operations as an EOD technician. His full resume is available for review if required with a list of personal references that can attest to his expertise



**Cost Proposal**



DUNS: 078723457  
CAGE Code: 6UNM5  
Fed Tax ID Number: 37-1711096

Lexington-Fayette  
Urban County  
Government

Kentucky State Police

**SUBJECT: POINT ONE TRAINING PROPOSAL FOR THE BTOC ADVANCED THREAT ASSESSMENT COURSE FOR KENTUCKY STATE POLICE**

- Below is the cost breakdown for Point One to facilitate a 5-day course of instruction designed to train and prepare Bomb technicians. Training will include classroom and practical training that will focus on improvised explosive device (IED) incidents and formulating a plan of attack to render them safe.
- As quoted the course will be taught in a mobile training team format in and around Lexington, KY area utilizing host unit facilities – Customer must provide all facilities and role players.
- Facilities by host unit must be capable of supporting multiple drill sets simultaneously.
- The course as quoted can accommodate up to twenty (20) participants.
- This cost includes all training aids and supplies, all logistics associated with moving the material to conduct the course, time, travel and labor for the five (5) Instructors facilitating the course.
- GFE – Customer must provide all typical bomb tech equipment.
- The course of instruction quoted below is good through **31December 2026**.
- Each course must be under contract ninety (90) days prior to the requested start dates to ensure the course convenes on the dates requested.

COURSE	DATES	PRICE	QTY	TOTAL COST
ADVANCED THREAT ASSESSMENT COURSE	TBD 2026	\$60,000.00	\$60,000.00	\$60,000.00
<b>This course is designed to help the Bomb technician obtain critical information about an improvised explosive device (IED) incident, make intelligent decisions based upon this information, and formulate a plan of attack to efficiently render safe or neutralize the suspect IED</b>				<b>\$60,000.00</b>

All the best,

Michelle Brush  
Chief Business Officer  
Point One USA, LLC  
850.380.8052  
[michelle@pointoneusa.com](mailto:michelle@pointoneusa.com)

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**BUSINESS SENSITIVE - POINT ONE PROPRIETARY**



## Schedule of Events

### **Bomb Technician Operations Course- Advanced Threat Assessment (BTOC-ATA)**

#### Day One (Mon), Classroom / Practical

0800-0830	Course Registration
0830-0900	Course Introduction
0900-1200	Threat Assessment Theory and Case Studies
1200-1300	Lunch
1300-1500	Tabletop Exercise (Threat Assessment)
1500-1700	Arrival Tasks/ Mini Drills

**Daily Summary:** The course begins with registration, administrative task, opening remarks, and a chance to establish a baseline of each Bomb Techs experience level and knowledge. Threat assessment will be taught from a domestic conventional approach that centers around typical bomb disposal operations in the United States and the types of calls received. The course is based on the British NATO IED philosophy taught at Kinton. After lunch a tabletop exercise will be conducted to get participants in the right frame of mind with respect to threat assessment followed by mini drills involving arrival tasks, on site interviews/questioning and real time intelligence gathering at the scene. Day one will end with a review of the tabletop exercise, and an overview of days two-five and team assignments.

#### Day Two-Four, Practical (Tue-Thu)

0800-1200	Team Drills
1200-1230	lunch
1230-1700	Team Drills

#### Day Five, Practical (Fri)

0800-1200	Team Drills
1200-1230	lunch
1230-1500	Team Drills
1500-1700	Hot Wash and Critiques

**Daily Summary:** Teams will operate in five/six-person teams and will be with one instructor per day. Teams will run three to five drill sets each day. All drills will be conventional (VBIED, Pipe Bomb, Ordnance, etc....) All Drills are scenario based and designed to require team members to use threat assessment to develop a safe and efficient RSP.



DUNS: 078723457  
CAGE Code: 6UNM5  
Fed Tax ID Number: 37-1711096

Lexington-Fayette  
Urban County  
Government

Kentucky State Police

**SUBJECT: POINT ONE TRAINING PROPOSAL FOR THE BTOC ADVANCED THREAT ASSESSMENT COURSE FOR KENTUCKY STATE POLICE**

1. Below is the cost breakdown for Point One to facilitate a 5-day course of instruction designed to train and prepare Bomb technicians. Training will include classroom and practical training that will focus on improvised explosive device (IED) incidents and formulating a plan of attack to render them safe.
2. As quoted the course will be taught in a mobile training team format in and around Lexington, KY area utilizing host unit facilities – Customer must provide all facilities and role players.
3. Facilities by host unit must be capable of supporting multiple drill sets simultaneously.
4. The course as quoted can accommodate up to thirty (30) participants.
5. This cost includes all training aids and supplies, all logistics associated with moving the material to conduct the course, time, travel and labor for the seven (7) Instructors facilitating the course.
6. GFE – Customer must provide all typical bomb tech equipment.
7. The course of instruction quoted below is good through **31December 2026**.
8. Each course must be under contract ninety (90) days prior to the requested start dates to ensure the course convenes on the dates requested.

COURSE	DATES	PRICE	QTY	TOTAL COST
ADVANCED THREAT ASSESSMENT COURSE	TBD 2026	\$84,000.00	\$84,000.00	\$84,000.00
<b>This course is designed to help the Bomb technician obtain critical information about an improvised explosive device (IED) incident, make intelligent decisions based upon this information, and formulate a plan of attack to efficiently render safe or neutralize the suspect IED</b>				<b>\$84,000.00</b>

All the best,

Michelle Brush  
Chief Business Officer  
Point One USA, LLC  
850.380.8052  
[michelle@pointoneusa.com](mailto:michelle@pointoneusa.com)



## Schedule of Events

### **Bomb Technician Operations Course- Advanced Threat Assessment (BTOC-ATA)**

#### Day One (Mon), Classroom / Practical

0800-0830	Course Registration
0830-0900	Course Introduction
0900-1200	Threat Assessment Theory and Case Studies
1200-1300	Lunch
1300-1500	Tabletop Exercise (Threat Assessment)
1500-1700	Arrival Tasks/ Mini Drills

**Daily Summary:** The course begins with registration, administrative task, opening remarks, and a chance to establish a baseline of each Bomb Techs experience level and knowledge. Threat assessment will be taught from a domestic conventional approach that centers around typical bomb disposal operations in the United States and the types of calls received. The course is based on the British NATO IED philosophy taught at Kineton. After lunch a tabletop exercise will be conducted to get participants in the right frame of mind with respect to threat assessment followed by mini drills involving arrival tasks, on site interviews/questioning and real time intelligence gathering at the scene. Day one will end with a review of the tabletop exercise, and an overview of days two-five and team assignments.

#### Day Two-Four, Practical (Tue-Thu)

0800-1200	Team Drills
1200-1230	lunch
1230-1700	Team Drills

#### Day Five, Practical (Fri)

0800-1200	Team Drills
1200-1230	lunch
1230-1500	Team Drills
1500-1700	Hot Wash and Critiques

**Daily Summary:** Teams will operate in five/six-person teams and will be with one instructor per day. Teams will run three to five drill sets each day. All drills will be conventional (VBIED, Pipe Bomb, Ordnance, etc....) All Drills are scenario based and designed to require team members to use threat assessment to develop a safe and efficient RSP.



### **Delivery Timeline**

90 Days after award of contract

### **Certifications**

- High Risk Trainer certifications for instructors thru the DoD
- HDS Certifications for prior law enforcement PSBT instructors
- ATF Type 20 Explosive Manufacturer
- Virginia and/or California state blaster licenses for all instructors
- SECRET facility clearance
- HME SOP is DDESB reviewed and approved for use on current government contract
- Currently registered with DDTC for all ITAR related courses and product deliveries

## AFFIDAVIT

Comes the Affiant, Michelle Brush, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Michelle Brush and he/she is the individual submitting the proposal or is the authorized representative of Point One USA, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Virginia

COUNTY OF Virginia Beach

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Nicole Guerrieri on this the 20th day  
of November, 2025.

My Commission expires: 04/30/2026



NOTARY PUBLIC, STATE AT LARGE

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
\_\_\_\_\_  
Signature

11/21/2025  
\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
\_\_\_\_\_  
Signature

Point One USA, LLC  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Point One USA, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		7	2														
Professionals		22	1	1		2	1			2							
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		2		1		2											
Service/Maintenance																	
<b>Total:</b>		31	3	2		4	1			2							

Prepared by: Michelle Brush, Chief Business Officer Date: 11 / 20 / 2025

*(Name and Title)*

*Revised 2015-Dec-15*

## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b> <u>Point One USA, LLC</u>	<b>Date:</b> <u>11/21/2025</u>
<b>Project Name:</b> <u>Advanced Threat Assessment</u>	<b>Project Number:</b> <u>RFP#47-2025</u>
<b>Contact Name:</b> <u>Michelle Brush</u>	<b>Telephone:</b> <u>850.380.8052</u>
<b>Email:</b> <u>michelle@pointoneusa.com</u>	

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?**    Yes     No

If yes, indicate all certification type(s):

DBE                       MBE                       WBE                       SBE                       VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**



R3 Strategic Support Services

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes     No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.    
Point One is an SDVOSB and can provide all services related to this effort.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs**

For  detailed information regarding  outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Point One USA, LLC

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**Company**  
11/21/2025

---

**Date**

Michelle Brush



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**Company Representative**  
Chief Business Officer

---

**Title**

4870-1925-6809, v. 1



## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 9th day of February 2026, by Point One USA, LLC and between the ~~.....~~  
~~9L-B; HCB! 5M-H9I F 65B 7CI BHM~~**GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main St. Lexington, Kentucky 40507, and Point One USA, LLC, a Virginia corporation, ("Organization") with offices located at 2809 Crusader Circle, Virginia Beach, VA 23453.

### WITNESSETH

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on February 9, 2026 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - a. Exhibit "A" – LFUCG RFP Document
  - b. Exhibit "B" – Consultant Proposal
  - c. Exhibit "C" -

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed       dollars (\$60,000) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. Such payments shall be made in one payment once service is completed. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

The risk management provisions of RFP No. #47-2025 Advanced Threat Assessment Course, are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

**14. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**15. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**16. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**17. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**18. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**19. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Point One USA, LLC  
2809 Crusader Circle  
Virginia Beach, VA 23453  
ATTN: Michelle Brush

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: \_\_\_\_\_

**20. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**21. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

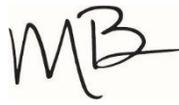
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

ENTITY

BY: 

Michelle Brush  
ATTEST: Chief Business Officer



\_\_\_\_\_  
WITNESS: Nicole Guerrieri  
DATE: 09 February 2026

**EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0169-26**

**File ID:** 0169-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Parks and Recreation

**File Created:** 02/23/2026

**File Name:** Parks Master Plan Professional Service Agreement with Perez Planning and Design

**Final Action:**

**Title:** Authorization to execute a professional service agreement with Perez Planning and Design for the 2028 Parks and Recreation Master Plan, pursuant to RFP#32-2025, in the amount of \$442,500 for Part 1 (Phases 1 and 2). Part 1 will include a Context Analysis as well as a Needs and Priorities Assessment. Funds are budgeted. (L0169-26)(Conrad/Ford)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** RFP 32-2025 Parks Master Plan Perez Contract Bluesheet Cover Memo 2.23.26 - Revised 4 - Signed, RFP 32-2025 Parks Master Plan Professional Services Agreement bluesheet package

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Roger Daman

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0169-26

#### Title

Authorization to execute a professional service agreement with Perez Planning and Design for the 2028 Parks and Recreation Master Plan, pursuant to RFP#32-2025, in the amount of \$442,500 for Part 1 (Phases 1 and 2). Part 1 will include a Context Analysis as well as a Needs and Priorities Assessment. Funds are budgeted. (L0169-26)(Conrad/Ford)

#### Summary

Authorization to execute a professional service agreement with Perez Planning and Design for the 2028 Parks and Recreation Master Plan, pursuant to RFP#32-2025, in the amount of

\$442,500 for Part 1 (Phases 1 and 2). Part 1 will include a Context Analysis as well as a Needs and Priorities Assessment. Funds are budgeted. (L0169-26)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Ella Helmuth, 2/12/2026

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-71299

This Fiscal Year Impact: \$442,500.00

Annual Impact: FY27 Part 2 - \$367,500.00 included in FY27 Budget Request

Project: GSPK\_MASTERPLAN

Activity: PLAN

Budget Reference: 2026

Current Balance: \$456,673.53

LINDA GORTON  
MAYOR



**LEXINGTON**

MONICA CONRAD  
DIRECTOR  
PARKS & RECREATION

**TO: Linda Gorton, Mayor  
Sally Hamilton, CAO  
Urban County Council Members**

**FROM:**   
\_\_\_\_\_  
Monica Conrad, Director  
Division of Parks and Recreation

**DATE: 2/25/2026**

**SUBJECT: RFP#32-2025 Professional Service Agreement with Perez Planning & Design for Parks and Recreation Master Plan Part 1 (Phases 1 and 2)**

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**Request**

This is a request for Council approval of a professional service agreement with Perez Planning & Design for the 2028 Parks and Recreation Master Plan (RFP#32-2025) in the amount of \$442,500 for Part 1 (Phases 1 and 2). Part 1 will include Context Analysis (including: existing conditions; demographic analysis; trends; inventory; park system evaluation; recreation program plan; and management assessment) and Needs and Priorities Assessment (including: coordination with Executive Committee, Administration and Council; community conversations; stakeholder meetings; event engagement; statistically valid survey; existing level of service analysis; findings presentations; interviews with elected officials; and Mayor and Council presentations). A future Part 2 will be a pending request that will include System Wide Recommendations, Implementation Strategy and the Final Report. The Parks Master Plan is required every 10 years for National Parks and Recreation Association's (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation.

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

The cost for this FY is: \$442,500.00

The cost for future FY is: \$367,500.00

\$810,000 total cost for 2028 Parks Master Plan, Parts 1 and 2



**The funds are budgeted in:**

FY2026            \$456,673.53    1105-707602-7221-71299 / 2026 / GSPK\_MASTERPLAN/PLAN

FY2027            \$353,326.47 included in FY27 Capital Budget Request to fund Parks Master Plan Part 2 and reach total Master Plan budget of \$810,000 between FY26 and FY27 funding.

File Number: 0169-26

Director/Commissioner: Conrad/Ford



## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of March, 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Perez Planning + Design, LLC, a Georgia corporation, ("Organization") with offices located at 878 Peachtree Street NE, Suite 827, Atlanta, GA, 30309.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on April 1, 2026 and shall last for a period of 2 year(s) unless terminated by LFUCG at an earlier time.
  
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - a. Exhibit "A" – LFUCG RFP #32-2025
  - b. Exhibit "B" – Consultant Proposal
  - c. Exhibit "C" – Negotiated Scope

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B" and "C" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – LFUCG RFP #32-2025 and Exhibit "C" Negotiated Scope for LFUCG in a timely, workmanlike and professional manner (the "Services").
  
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Four Hundred Forty-Two Thousand Five Hundred Dollars (\$442,500) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibits "A" and "C". The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

The risk management provisions of RFP No. 32-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least ten (10) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

**14. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**15. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**16. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**17. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**18. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**19. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Perez Planning + Design, LLC  
878 Peachtree Street NE, Suite 827  
Atlanta, GA 30309

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Parks and Recreation, Michelle Kosieniak

**20. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**21. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

ENTITY PEREZ PLANNING + DESIGN, LLC

BY: \_\_\_\_\_  
CARLOS PEREZ - PRESIDENT

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
**RFP 32-2025**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2025 Parks and Recreation Master Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 8, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### **SELECTION CRITERIA:**

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Professional qualifications and experience of the team (15 points)
2. The specificity of the RFP response as related to stated scope and objectives (15 points)
3. Level of creativity, innovation and relevance of proposed approaches to scope of work (25 points)
4. Quantity and quality of previous park master plan work and references (20 points)
5. Adherence to budget and timeline on previous contracts with LFUCG or other public agencies and municipalities (15 points)
6. Cost of Services (10 points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions regarding this RFP shall be addressed through:**  
<https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323





## LEXINGTON

### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	_____	<b>Date:</b>	_____
<b>Project Name:</b>	_____	<b>Project Number:</b>	_____
<b>Contact Name:</b>	_____	<b>Telephone:</b>	_____
<b>Email:</b>	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. 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
Auto Liability	\$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

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). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG 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.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR 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 LFUCG.

## Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG 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 LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**Lexington-Fayette Urban  
County Government**

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Lexington Parks and Recreation  
Phase I Park System Master Plan Consultant

**Request for Proposal  
32-2025**

September 8, 2025

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## 1.0 Introduction

The City of Lexington is a mid-sized University city (University of Kentucky) in the heart of the Bluegrass in Central Kentucky at the crossroads of I-75 and I-64. The City and County merged in 1972, and the Division of Parks and Recreation was created in the Charter. Since that time, the Division of Parks and Recreation and Lexington's park system have grown substantially. With 110 parks and community trails, 4,500 acres of green space, 90 miles of trails, 147 courts, 12 aquatics facilities, 5 golf courses, 5 community centers, 4 natural area parks, 2 arts centers, and much more, our Parks System is anything but mid-sized.

In its nearly 50 years of existence, the division has grown as well, with 150 civil service employees and often swelling over 800 employees in the Summer. In 2024, programming and camps included: 1,004 total programs, 12,007 Natural Area program participants, 61,036 Community Center visits, 33,568 patrons at Pam Miller Downtown Arts Center, 8,046 Golf Tournament participants, 3,927 Before and After School program participants, 2,583 volunteers activated, 1,897 Therapeutic Recreation participants, 892 swim lessons and team participants, and 300k+ served annually at 175+ days of Parks Events.

Parks Master Plans were created in 1996 and 2008. The latest Parks Master Plan was developed in 2018 with a tremendous amount of input from the community. Through this process as well as with the Strategic Plan update in 2024, Lexington Parks and Recreation's Vision, Mission and Values were developed.

- Vision – Inspire imagination and exploration
- Mission – Build community and enrich life through parks, programs, and play
- Values – Community, Stewardship, Inclusion, Collaboration, and Innovation

Lexington Parks and Recreation has been accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA) since 2007 and is one of only two agencies in Kentucky. In 2024, Lexington Parks and Recreation was a National Gold Medal Award finalist, top four in Class II (population 150,001 – 400,000). The award, governed by the American Academy for Park and Recreation Administration (AAPRA) in partnership with the National Recreation and Park Association (NRPA), honors public park and recreation agencies and state park systems throughout the United States that demonstrate excellence in long-range planning, resource management and innovative approaches.

In 2024, after 20 years of work by the Lexington Parks Advisory Board, a dream was realized of sustainable funding for parks, when 61% of the community voted in favor of the Park Fund (\$8M a year of funding with no sunset). The Park Fund will be available to expense in January of 2026.

The goal of this Master Plan is to assist Lexington Parks and Recreation to develop a 10-year plan to continue providing dynamic, creative and responsive services and facilities, as well as provide recommendations for capital investment consistent with Park Fund Policy: [Park Fund | City of Lexington, Kentucky](https://www.lexingtonky.gov/parks-administration/park-fund) ([www.lexingtonky.gov/parks-administration/park-fund](https://www.lexingtonky.gov/parks-administration/park-fund))

## **2.0 Scope**

### **2.1 Overview and Project Timeline**

Lexington Parks and Recreation is seeking a consulting team to develop a system-wide parks and recreation master plan update in two phases.

The primary focus of Phase I is innovative community analysis and meaningful stakeholder engagement. Stakeholders are defined as all residents of Fayette County as well as residents of surrounding counties who utilize city parks and programming. Phase I deliverables shall include, at minimum, a report detailing all research and discoveries from the community analysis and a summary of all findings from stakeholder engagement. Information gathered in Phase I will inform Phase II of the Park System Master Plan.

Phase II the development of a 10-year comprehensive parks and recreation system master plan that responds to information gathered in Phase I as well as the objectives listed in RFP#XX-2025 Appendix A.

Target dates for this project are:

- February 2026 – Phase I begins
- February 2026 - Summer 2026 - Phase II begins as soon as Phase II funding is received
- Fall 2026 - Phase I complete
- No later than January 2028 – Draft Parks and Recreation Master Plan complete

### **2.2 Scope Details**

2.2.1 Phase I Community Analysis shall include, but not be limited to, the following:

- Community Inventory (per CAPRA 10.5.2)
- National, regional and local recreation and leisure trends analysis (per CAPRA 10.5.1)
- Needs assessment (per CAPRA 10.4)
- Level of service analysis
- Benchmarking analysis with examples of similar cities and park systems
- Trust for Public Land Parkscore and National Recreation and Park Association Parkmetrics score analysis
- Determine current level of local park and program utilization and identify possible barriers to utilization
- Park and programming market analysis (inventory of other private, public and non-profit park and recreation services available in Lexington-Fayette County and the surrounding region)
- Community demographics and projections analysis
- Establish Level of Service Standards (per CAPRA 10.3.1)
- Identify gaps in service

2.2.2 Phase I Stakeholder Engagement Survey(s) Consultant/Consultant Team shall explain in their proposal how they will design and implement a statistically valid community survey to inform the Lexington Parks and Recreation Master Plan. The proposed survey methodology should address:

- The minimum number of completed responses expected and confidence level with margin of error
- How demographic and geographic representativeness will be achieved relative to age, race/ethnicity, income, zip code, etc.
- What random or stratified sampling methodology will be employed with weighting as needed to correct imbalances

- What type of multilingual access and equitable outreach to historically underrepresented groups will be used
- Explain what survey method(s) will be employed (mail, phone, online, other)
- Share an example of what type of publicly shareable summary report and/or interactive dashboard can be expected
- Propose what final survey deliverables can be expected (raw data, methodology documentation, response rate analysis, data reliability assessment, explanation of limitations, etc.)

### 2.2.3 Phase I Stakeholder Engagement Meetings

Consultant teams shall include leading the following specific stakeholder meetings:

- Meetings with Executive Committee - Minimum of 2; choice of in-person or virtual
- Conversations with City Administration – Minimum of 4; choice of in-person or virtual
- Conversations with City Council Members – Minimum of 3; choice of in-person or virtual
- Community Conversations - Public open house meetings; minimum of 4; in person
- Stakeholder Meetings – Focus group meetings; minimum of 20; choice of in-person or virtual; Parks staff will be available attend in-person if Consultant/Consultant Team attends virtually
- Event Engagement – The number and exact events to be determined after survey to capture input from any demographic not well represented. Consultants need not plan to staff every engagement; Parks and Recreation employees will also be available to staff events that the Consultant recommends.

### 2.2.4 Phase I Presentation of Findings

At the conclusion of Phase I, Consultants shall present Community Analysis and Stakeholder Engagement findings to:

- The Executive Committee (in-person or virtual)
- Lexington Parks and Recreation Staff (virtual live or recorded)
- Parks Advisory Board (in-person or virtual)
- Mayor, Administration and City Council (in-person)

### 2.2.5 Phase II Detailed Scope

The Parks and Recreation Master Plan shall achieve the objectives provided in **RFP#32-2025 APPENDIX Exhibit A**. The list provided does not limit the scope of the plan to only these objectives, undertaking these tasks or answering these specific questions. Expert Consultants are welcome to suggest other areas of research, analysis and stakeholder engagement or plan objectives to include in their proposals based on the Consultant's past park master plan experience or particular expertise with innovation and public engagement.

At a minimum, it is expected the final plan should include chapters covering these distinct topics:

- Executive Summary
- Phase I Community Analysis Summary and Findings
- Needs Assessment / Identifying Service Gaps and Access Needs
- Phase I Stakeholder Engagement Summary and Findings
- Policy Overview and Recommendations for new/revised policies
- Strategic Plan
- Administration and Management recommendations
- Sustainability and Environmental resilience recommendations
- Technology and Innovation recommendations
- Programs and Services recommendations
- Inventory and Condition of Existing Park and Recreation Facilities
- Park Classification & Standards
- Maintenance and Operations recommendations
- Park and Recreation Facility recommendations

- Park Fund Leverage Strategies and Balanced Investment recommendations
- Parkland Acquisition and Development recommendations
- Staff Action Plan

#### 2.2.6 Phase II Meetings

Consultants should include in their scope attending periodic meetings with the Executive Committee. The timing and number of meetings will depend on Consultant Team's approach and proposed detailed timeline. These meetings can be virtual or in-person.

#### 2.2.7 Phase II Presentation of Final Master Plan Overview

At the conclusion of Phase II, Consultants shall present the Parks and Recreation Master Plan overview to:

- The Executive Committee (virtual or in-person)
- Lexington Parks and Recreation Staff (virtual live or recorded)
- Parks Advisory Board (virtual or in-person)
- Mayor, Administration and City Council (in-person)

### **3.0 Consultant Response Instructions**

Proposals should be responsive to the guidance provided in this Request for Proposals by containing all requested information described in the sections below. LFUCG reserves the right to eliminate any response from consideration at their discretion. Proposals should be concise, factual and facilitate understanding of the Consultant Team's approach.

#### **3.1 Transmittal Letter**

Each Consultant Team will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the company to its proposal
- The Consultant agrees to the scope, terms and conditions of this RFP. Any exceptions must be described
- The identity and title of the Consultant's authorized representative to negotiate fees
- LFUCG will have ownership of the proposed Deliverables
- A lump sum base bid for Phase I and a separate lump sum base bid for Phase II Commitment that the fee for Phase II will be valid until 8/30/26

#### **3.2 Executive Summary**

Each Consultant Team shall provide an executive summary of recommended approach for developing a parks and recreation system master plan that will deliver all stated outcomes. Identify the unique value your firm or team would bring to the project and how the team's specific expertise aligns with the creation of the desired plan.

#### **3.3 Consultant Team Business Profiles and References**

Please provide a brief, general business profile for each firm included on the Consultant Team along with 5 references for similar projects completed within the last 10 years Also include a professional qualifications and experience for each proposed team member (not to exceed one page per team member).

#### **3.4 Proposed Approach**

Proposals should include a detailed description of the approach and rationale to be used to accomplish each portion of the scope of services. They should explain any tasks, resources and information the Owner is expected to provide to complete the plan.

#### **3.5 Schedule**

Proposals should expand upon the Project Timeline target dates provided in section 2.0 inserting all anticipated project milestones and the estimated number of weeks to complete each milestone.

#### **3.6 Deliverables**

**3.6.1 Phase I deliverables** shall include a report in PDF file format for printing. It shall include the following:

- Executive Summary (also formatted for website)
- Summary of Community Analysis Methodology
- Community Analysis Findings
- Summary of Stakeholder Engagement Methodology
- Stakeholder Engagement Findings
- Appendix with all data collected

The Consultant Team should also deliver to Owner:

- All spreadsheets in separate, Excel files

- Graphic files in high resolution format for any logos created to represent the project
- All GIS shapefiles created to produce maps
- All requested photographs specifically collected as part of the project (JPEG format)

**3.6.2 Phase II deliverables** shall include a Parks and Recreation Master Plan in PDF file format for printing which includes but is not limited to the chapters outlined in section 2.2.5.

The Consultant Team should also deliver:

- All spreadsheets in separate, Excel files so they can be updated over the life of the plan, specifically any type of individual park recommendations or staff action plan, strategic plan tasks, etc. that will be reviewed and tracked over time to check completion rate.
- Graphic files in high resolution format for any logos created to represent the project
- All GIS shapefiles created to produce maps
- All requested photographs specifically collected as part of the project (JPEG format)

### 3.7 Assumptions and Constraints

Please supply any assumptions on which your approach and fees are based, along with any constraints you are aware of in the RFP Response Template.

### 3.8 Pricing Matrix

The Consultant Team shall provide a lump sum price for Phase I and a separate Additive Alternate lump sum price for Phase II of this work, as well as a list of hourly rates for all team members. Should work outside of this scope be requested, the hourly rates will be used to determine the fee based upon the agreed upon number of hours required for the requested task.

<b>Consultant Services</b>	<b>Lump Sum Fee</b>
1a. Parks and Recreation Master Plan Phase I - Community Analysis	\$
1b. Parks and Recreation Master Plan Phase I - Stakeholder Engagement	\$
1c. Parks and Recreation Master Plan Phase I – Presentation and Final Deliverables	\$
<b>Phase I Base Bid Subtotal</b>	
2a. Parks and Recreation Master Plan Phase II – 25% Scope Complete	
2b. Parks and Recreation Master Plan Phase II – 50% Scope complete	
2c. Parks and Recreation Master Plan Phase II – 75% Scope complete	
2d. Parks and Recreation Master Plan Phase II – 100% Scope complete	\$
<b>Additive Alternate Phase II Subtotal</b>	\$
<b>Phase I Base Bid and Additive Alternate Phase II Total</b>	\$

## **4.0 Consultant Selection Process**

### **4.1 Proposal Scoring Criteria**

All valid RFP responses will be evaluated by a Selection Committee and assigned a composite score using the following criteria:

1. Professional qualifications and experience of the team (15 points)
2. The specificity of the RFP response as related to stated scope and objectives (15 points)
3. Level of creativity, innovation and relevance of proposed approaches to scope of work (25 points)
4. Quantity and quality of previous park master plan work and references (20 points)
5. Adherence to budget and timeline on previous contracts with LFUCG or other public agencies and municipalities (15 points)
6. Cost of Services (10 points)

### **4.2 Consultant Selection Process Detail**

#### **4.2.1 Phase I Consultant Selection Process**

A minimum of three (3) Consultant Teams with the highest scores will be invited to a virtual interview with the selection committee. Topics to be discussed or questions to be asked by selection committee members will be sent with meeting confirmation to allow Consultants to adequately prepare. Following interviews, committee members will select one Consultant/Consultant Team who will be offered the contract for Phase I of the Park System Master Plan.

#### **4.2.2 Phase II Consultant Selection Process**

Phase II shall be awarded to the same Consultant Team selected for Phase I using the Additive Alternate lump sum price as soon as funding becomes available.

### **4.3 Anticipated Consultant Selection Timeline Project Timeline**

- September 2025 – RFP Advertised
- October 2025 – Consultant Proposals Due, Initial Interview
- November 2025 – Finalist Interviews
- December 2025 – Consultant Selected
- January 2026 – City Council Approval of Contract
- February 2026– Notice to Proceed

## **5.0 Owner's Responsibilities**

### **Lexington Parks and Recreation shall:**

- Provide a primary project contact
- Provide currently existing data in formats available
- Accept the final negotiated plan to signify agreement with the planned approach and deliverables
- Authorize payment at the agreed upon intervals to indicate completion of each portion of the scope of work
- Accept the project deliverables to indicate final completion of the scope of work

## **6.0 RFP#32-2025 APPENDIX**

### **6.1 Exhibit A - Park System Master Plan Phase II Objectives**

#### **6.1.1 Parks Administration**

- Evaluate and if needed, update agency Mission, Vision, Values (per CAPRA 1.4)
- Evaluate and if needed, update agency goals and objectives (per CAPRA 1.4.1)
- Goals and objectives shall be measurable to demonstrate progress
- Include recommendations for systematic approaches to leverage Park Fund
- Update the agency's Strategic Plan as a discrete chapter within the Master Plan which states how the agency will achieve the new mission, goals and objectives and support the agency's priorities and initiatives over the next 5 years
- Insure final Strategic and Master Plans comply with CAPRA requirements
- Reference the updated Lexington-Fayette Urban County Government ADA Transition Plan in the Master Plan
- Recommend balanced, phased capital improvement program priorities based on Park Fund budget and other funding opportunities.

#### **6.1.2 Parks Enterprise**

##### **6.1.2.1 Rentals**

- Evaluate the market demand for indoor athletic and recreation facilities. If demand is not being met, offer recommendations on what type and size facilities would meet demand over the next 10-20 years.
- Evaluate market demand for event (large and small) venue space. If demand not being met, provide recommendations for what type and size of indoor venue is needed.

##### **6.1.2.2 Aquatics**

- Evaluate whether or not existing aquatic facilities are currently meeting market demand/per capita standards, if more aquatic facilities will be needed, include recommendations for location and type.
- Based on trends, recommend what types of aquatics programming the public may be interested in over the next 10 years.

##### **6.1.2.3 Golf**

- Evaluate each golf facility and provide prioritized recommendations for capital improvements needed.
- Evaluate market demand for golf programming and make recommendations for amount and type of programming needed.
- Evaluate the cost to play each golf course with local market and advise if fees are commensurate with the quality of the golf courses.
- Evaluate current environmental practices and make recommendations for additional opportunities for sustainability/climate resilience.

#### **6.1.3 Parks Recreation**

Identify Trends and Best Practices in the following areas:

- Data collection and analysis, including application of AI tools
- Marketing and information reporting strategies and communication tools
- Programming and Management of
  - Historically significant spaces
  - Natural Areas and naturalized park spaces
  - Recreational outreach programs
  - Engagement and volunteering for all ages, youth, young adults, adults, and seniors

#### **6.1.4 Parks Maintenance**

- Based on best practices of similarly sized park agencies, recommend standards for service delivery to support special events.
- Recommend innovative technology currently being used in the parks and recreation industry that could improve the efficiency of park maintenance operations.
- Based on best practices from other parks and recreation agencies, recommend policies and procedures for transparent, efficient and responsible community building management performed by community members outside the parks and recreation agency.
- Best practices of other similarly sized park systems for safety and security of parks and facilities

#### **6.1.5 Planning and Design**

- Identify parkland acquisition priorities including newest Urban Service Boundary Expansion Areas.
- Identify opportunities for park planning and design innovation and improved sustainability.
- Incorporate TPL Park Equity Accelerator findings in the Master Plan.
- Include recommendations for Capital Asset Management (inspection schedule; capital repair schedule based on expected life, etc.).
- Provide industry best practice standards for quantity and quality of park/open space.
- Inventory and condition of existing park and recreation facilities with recommendations for prioritized capital improvement need.

**EXHIBIT "B"**

Consultant Proposal

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

# PARKS AND RECREATION MASTER PLAN

REQUEST FOR PROPOSAL #32-2025  
OCTOBER 8, 2025



# LEXINGTON



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# 1 Letter of Transmittal

October 8, 2025

Lexington-Fayette Urban County Government  
200 East Main Street,  
Lexington, Tennessee 40507

Dear Lexington- Fayette Urban County Government Selection Committee,

This is an exciting and transformative moment for the Lexington-Fayette Urban County Government (LFUCG) as it embarks on updating its Parks and Recreation Master Plan. Since the completion of the last plan in 2018, the LFUCG has experienced significant change—most notably, a post-COVID social awakening that has elevated public awareness of the essential role parks and green spaces play in community health and well-being.

Today, more residents recognize that parks, trails, and robust recreational programming are not simply “nice-to-have” amenities—they are critical infrastructure. LFUCG has responded to this growing demand with bold investments: first through ARPA funding, then with the establishment of the Parks Fund in 2024, and most recently through innovative public-private partnerships such as Gatton Park and Kelley’s Landing.

This renewed public interest aligns with national trends in parks and recreation planning, including:

- Ensuring every resident lives within a 10-minute walk of a park,
- Leveraging trail corridors for expanded recreation access,
- Creating High-Performance Public Spaces (HPPS),
- And integrating emerging technologies like Artificial Intelligence (AI) to enhance planning and operations.

The upcoming Master Plan presents a unique opportunity to build on these local and national initiatives. It should engage a broad and diverse group of stakeholders, explore a wide range of recreational programs, and prioritize sustainable operations. It should also align with other strategic efforts such as Imagine Lexington, the Urban Growth Management & Preservation Plan, the Greenway Management Plan, the Downtown Master Plan, and Reimagining the Civic Commons.

We understand the importance of designing a plan that addresses the challenges of a 21st-century city—from climate resilience and evolving transportation technologies to shifting trends in role of parks addressing community health challenges. We also recognize the LFUCG’s strong commitment to implementing this plan and delivering both immediate improvements and long-term growth for Lexington’s parks and recreation system.

For these reasons, Perez Planning + Design, LLC (PP+D) is proud to submit our qualifications for your consideration. We believe our Team—comprised of local, regional, and national experts—is uniquely positioned to partner with LFUCG on this important initiative. Our Team’s collective experience in completing over 500 comprehensive parks and recreation master plans throughout the United States, our passion, and our collaborative approach make us the ideal choice to help shape the future of Lexington’s parks and recreation system.

As President of PP+D, I, Carlos Perez, am authorized to commit our Team to this proposal and to negotiate fees on our behalf. Enclosed, you’ll find detailed information about our approach, project team, schedule, and bid. We confirm that our lump sum base bids for Phase I and Phase II are valid through August 30, 2026. We accept the scope, terms, and conditions outlined in the RFP with the included exceptions and acknowledge that LFUCG will retain ownership of all deliverables.

We welcome the opportunity to collaborate with LFUCG and its residents to develop a visionary, inclusive, and actionable Parks and Recreation Master Plan Update. We look forward to the opportunity to discuss our ideas with you in greater detail.

Sincerely,

Carlos F. Perez, PLA – President



## 2 Executive Summary

### The Perez Planning + Design Team

The Perez Planning + Design (PP+D) Team is comprised of national, regional, and local thought leaders in all the services needed to complete the Lexington-Fayette Urban County Government (LFUCG) Parks and Recreation Master Plan.

The Team is comprised of the following award winning firms, many of which have been working together on projects similar to the LFUCG Parks and Recreation Master Plan for over 20 years:

- **Perez Planning + Design, LLC** – Parks and Recreation Master Planning
- **PROS Consulting, LLC** – Parks and Recreation Programming, Operations, and Management
- **Lord Aeck Sargent** – Parks and Recreation Capital Improvements and Landscape Architecture
- **CivicLex** – Public Engagement
- **ETC Institute** – Statistically Valid Survey
- **EHI** – Public Engagement, Equity Analysis, and Cost Estimating
- **National Golf Foundation (NGF) + Kevin H. Grave Golf Course Architect** – Golf Course Market Demand and Improvements
- **Councilman-Hunsaker** – Aquatics Consultant
- **RMPK Funding** – Funding Alternatives

Collectively, the PP+D Team provides the LFUCG with the following benefits:

- **National Experience** - The PP+D Team brings a collective experience in completing over five-hundred (500) Parks and Recreation Master Plans throughout the United States. Five Parks and Recreation Master Plans that are highlighted in this proposal that PP+D Staff have led include the City of Knoxville, TN; City of Miami, FL; City of Atlanta, GA; Gwinnett County, GA, and District of Columbia.
- **National Expertise and Leading Practices** - The PP+D Team provides the LFUCG with firms that are leaders in their fields. For example, PP+D and PROS Consulting have collectively worked with over 40% of agencies that have been accredited by the Commission for Accreditation for Parks and Recreation Agencies (CAPRA) Accreditation and

### Five PP+D Parks and Recreation Master Plans Highlighted in the Proposal



experience working with over 50% of National Gold Medal Award agencies.

PP+D and PROS Staff have served/ are currently serving on various national industry leading and academic boards and organizations - including City Parks Alliance, World Urban Parks, CAPRA, Atlanta Beltline Partnership, Park Pride, and Georgia Institute of Technology, volunteering their resources, time, energy, and experience sharing lessons learned and explore leading practices.

Councilman-Hunsaker is a national leader in aquatics having delivered state-of-the-art aquatic facilities tailored to the needs of communities, operators, and users for over 50-years.

The National Golf Foundation (NGF) is the absolute industry authority on economics of supply and demand in the golf business authors trend leading research.

**Parks and Recreation Practitioner and Consulting Experience** - The PP+D Team includes a blend of parks and recreation practitioner and consulting-based experience and expertise.

Collectively, the PP+D Team brings over 60 years of combined practitioner experience from parks and recreation system including and Minneapolis Park & Recreation Board, Pittsburgh Parks Conservancy, City of Indianapolis, Lake MetroParks, and Jackson County Parks and Recreation.

Additionally, the PP+D Team brings over 150 years of combined consulting experience for agencies and



projects similar to the LFUCG Parks and Recreation Master Plan.

- **Intimate Local Knowledge and Experience** - The PP+D brings extensive local knowledge and direct experience working in Lexington and across Kentucky. Projects and initiative that the Team members EHI, LAS, and CivicLex are, or have been involved within include LFUCG Parks and Recreation Comprehensive Opportunity Assessment, Greenway Management Plan Update and Lexmark Land Planning, and Reimagining the Civic Commons.
- **Specialized Resident Engagement and Participatory Process Design Exclusively within Lexington-Fayette County** - With CivicLex, the PP+D brings hyper focused leadership in civic education, public input, and community trust-building. Each year, CivicLex covers over 400 hours of LFUCG meetings and have partnerships with 238+ local organizations that will ensure robust engagement for the LFUCG Parks and Recreation Master Plan.

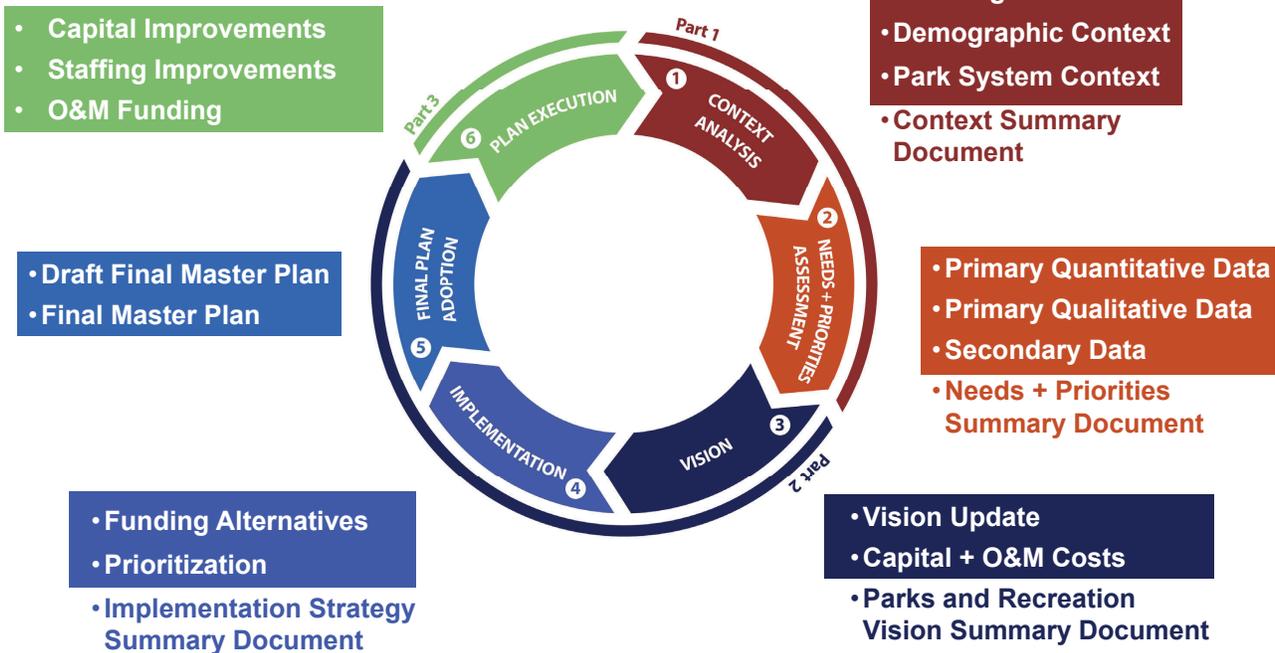
### A Proven Approach to Parks and Recreation Master Plans

The PP+D Team reviewed the Scope included in the LFUCG RFP and is proposing to organize all of the LFUCGs scope items under our unique, proven process. We have refined this process over the last 20 years based on our extensive experience, which we continue to adapt to the values and needs of the communities that we work with.

### The PP+D Team’s process integrates seamlessly with the LFUCG’s proposed two phased approach to the project. To avoid confusion in the following approach, we are rephrasing the LFUCG’s desired Phase 1 and Phase 2 to Part 1 and Part 2.

We actually prefer this 2-Part Approach as it provides an opportunity to confirm identified parks and recreation needs and priorities before proceeding to discuss the LFUCG’s appropriate response to the identified parks and recreation needs and priorities. Below is a diagram of how our proven phased approach aligns with the LFUCG’s 2-Major Parts.

### The PP+D Team’s Proven Process to Parks and Recreation Master Planning integrated to the LFUCG’s 2-Part Process.



The diagram illustrates the PP+D Team’s primary 5 phases and their relationship to LFUCG Part 1 and Part 2. Specifically, Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment will provide the analysis and deliverables identified in the LFUCG’s Part 1. Phase 3-Vision, Phase 4- Implementation, and Phase 5- Final Plan Adoption, will provide the recommendations and deliverables identified in the LFUCG’s Part 2. All this work ultimately leads to a 6th Phase or a Part 3, based on the recommendations of the Plan. As illustrated by the circular shape of the diagram, in 5 to 10-years, the process starts all over again when the LFUCG updates the Parks and Recreation Master Plan.



## Proposed Approach and Schedule

Following is an outline with key highlights of our proven approach that will provide all the deliverables identified in the LFUCG’s Scope.

### LFUCG Part 1

#### Phase 1: Context Analysis

- Bi-weekly project management meetings.
- Development of project branding and an interactive website.
- Kick-off meetings with staff, administration, and advisory board.
- Review of 3 key contexts:



**Planned Context** - Review of previous LFUCG planning studies.



**Demographic Context** - Review of LFUCG’s existing and projected demographics.



**Park System Context** - Assessment of the existing conditions of the parks system.

- *Public launch event to build awareness and support (Potential Additional Service).*

#### Phase 2: Needs & Priorities Assessment

- PP+D’s proven triangulated, mixed-methods approach to needs assessments - using the statistically valid survey as a baseline, where the findings from these three techniques intersect determines the priorities of the community.
- Level of Service (LOS) analyses: acreage, access, facilities, quality, funding, staffing.
- Benchmarking against NRPA and Trust for Public Land standards.

### LFUCG Part 2

#### Phase 3: Vision

- Bi-weekly project management meetings.
- Visioning workshop with stakeholders.
- Development of a vision framework, goals, and recommendations.
- Follow-up community conversations and stakeholder meetings.

#### Phase 4: Implementation Strategy

- Capital and operational cost estimates.
- Funding options and prioritization strategy.
- Development of a strategic plan aligned with CAPRA standards.

#### Phase 5: Final Report & Adoption

- Compilation of all findings into a comprehensive master plan.
- Presentations to staff, advisory board, elected officials, and City Council.
- Final revisions and adoption.

## Community Engagement Highlights

PP+D, in partnership with CivicLex and EHI Consultants, proposes a robust, inclusive, and multi-layered community engagement strategy designed to ensure meaningful participation from Lexington residents, stakeholders, and elected officials. The approach is rooted in the philosophy:

*“Bring me in early, and I’m your partner. Bring me in late, and I’m your judge.”*

Following are key engagement components and highlights.

### 1. Interactive Project Website

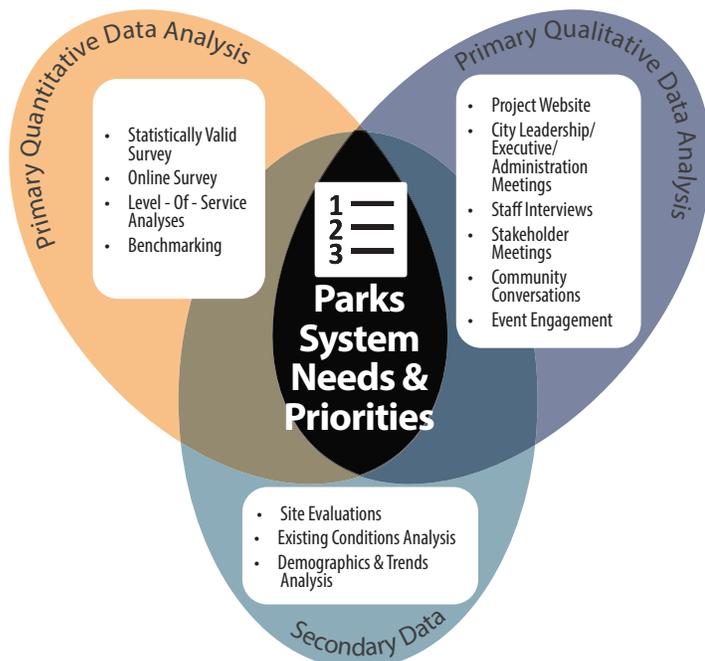
- Developed using platforms like [PublicInput.com](https://www.PublicInput.com) or [Social Pinpoint](https://www.SocialPinpoint.com). Features include:
  - Interactive maps for residents to comment on specific locations.
  - Multilingual accessibility.
  - Surveys and feedback tools.
  - Threaded discussions for community dialogue.

### 2. Project Branding

- Creation of a unique project identity with logos, colors, and promotional materials.
- Used across all communications, including business cards, flyers, social media, and swag (e.g., hats, t-shirts).

### 3. Community Conversations (Two-Rounds)

- Up to six listening sessions held in accessible venues across Park Planning Districts.
- Open house format with interactive stations:
  - Facility and program priority exercises.
  - Funding allocation games.





- Park improvement mapping.
  - Direct discussions with project leaders.
- 4. Stakeholder Focus Groups (Two-Rounds)**
- Approximately 15 targeted sessions with diverse community groups:
    - Youth, seniors, people with disabilities, arts and culture organizations, maintenance staff, and more.
    - Includes written reflections and facilitated discussions.

**5. Event Engagement Pop-Ups (Two-Rounds)**

- Creative, arts-based or gamified pop-up booths at high-traffic events:
  - St. Patrick’s Day Parade, Kite Fest, Friday Flicks, Fourth of July Parade, Dirt Bowl.
- Also deployed at community hubs like transit centers, grocery stores, and schools.

**6. Statistically Valid Survey**

- Administered by ETC Institute.
- Goal: 1,000 completed responses with 95% level of confidence and ±3.1% margin of error citywide and ±8.0% margin of error in up to 6 Park Planning Districts.
- Translated into up to 10 languages.
- Includes benchmarking and demographic cross-tabulations.

**7. Online Survey**

- Open to all residents not included in the statistically valid sample.
- Hosted on platforms like SurveyMonkey.
- Expands reach and captures broader community input.

**8. Intercept Interviews**

- Conducted during park site visits.
- Real-time feedback from park users, including families, youth, and seniors.

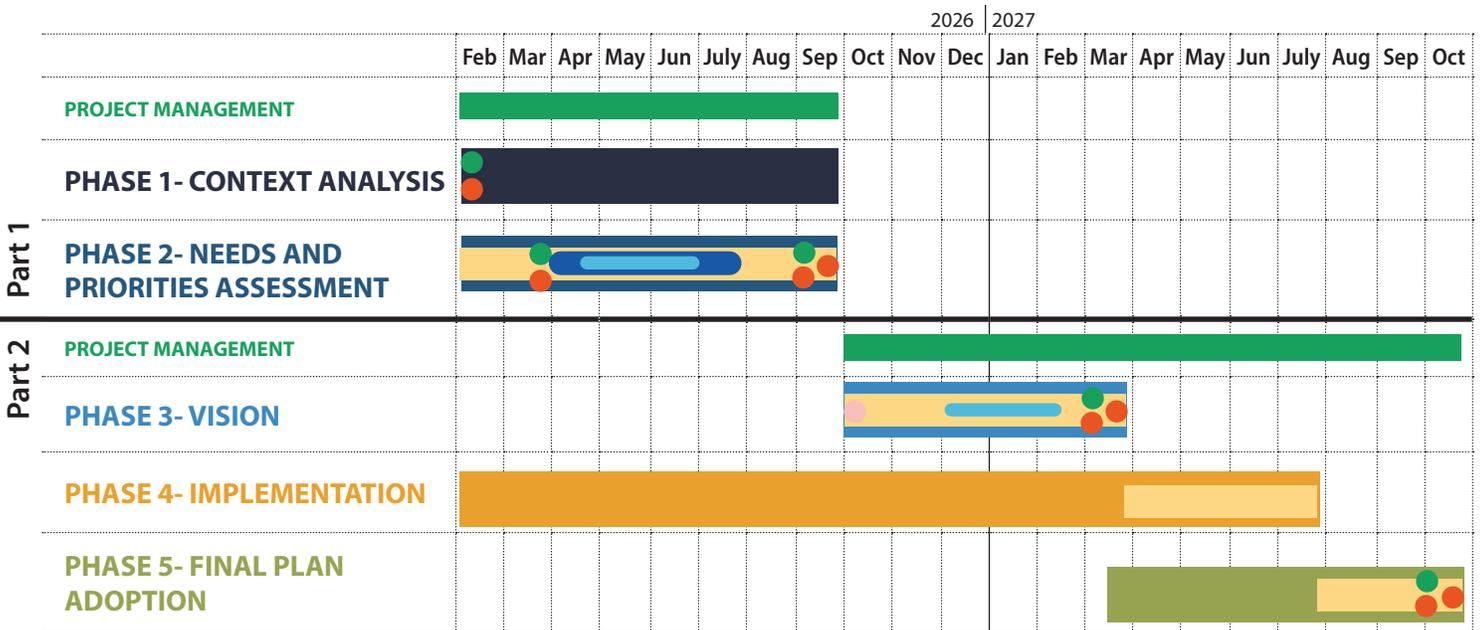
**9. Visioning Workshops**

- Two-day collaborative sessions with LFUCG staff and stakeholders.
- Development of goals, objectives, and strategies based on community input.

**10. Presentations & One-on-One Interviews**

- Regular updates and presentations to:
  - Executive Committee
  - Parks and Recreation Advisory Board
  - City Administration
  - Mayor and City Council
- One-on-one interviews with elected officials to ensure alignment and support throughout the process.

The PP+D Team understands that the LFUCG desires Part 1 of the Plan to begin February 2026 and be completed by Fall of 2026. Part 2 should commence between February 2026 and Summer 2026 as soon as funding is received and end no later than January 2028. Below is PP+D’s proposed schedule to complete this project within the LFUCG’s desired schedule. We are happy to revise this schedule per the LFUCG’s desire.



**Diagram Legend**

- Project Phases (represented by colored bars)
- Interactive Project Website Engagement (represented by yellow bar)
- Community Conversations/ Stakeholder Meetings (represented by blue bar)
- Community Surveys (represented by dark blue bar)
- Vision Workshop (represented by pink circle)
- Staff, Executive Committee Parks and Recreation Advisory Board Meetings (represented by green circle)
- City Administration, Mayor, City Council Interviews/ Meetings (represented by red circle)



The Perez Planning + Design (PP+D) Team is comprised of national, regional, and local thought leaders in all the services needed to complete the Lexington-Fayette Urban County Government (LFUCG) Parks and Recreation Master Plan.

With a collective experience in completing over five-hundred (500) Parks and Recreation Master Plans throughout the United States, there is no better Team that is more experienced and qualified to collaborate with the LFUCG on this important project. The team is comprised of:

- **Perez Planning + Design, LLC** – Parks and Recreation Master Planning
- **PROS Consulting, LLC** – Parks and Recreation Programming, Operations, and Management
- **Lord Aeck Sargent** – Parks and Recreation Capital Improvements and Landscape Architecture
- **CivicLex** – Public Engagement
- **ETC Institute** – Statistically Valid Survey
- **EHI** –Public Engagement, Equity Analysis, and Cost Estimating
- **National Golf Foundation (NGF) + Kevin H. Grave Golf Course Architect** – Golf Course Market Demand and Improvements
- **Counsilman-Hunsucker** – Aquatics Consultant
- **RMPK Funding** – Funding Alternatives

Following is an overview of each firm and their role in the LFUCG Parks and Recreation master Plan.

## PEREZ PLANNING + DESIGN, LLC

**Perez Planning + Design, LLC (PP+D)** is a research-based planning and design firm that lives at the intersection of people, space, and the built and natural environment. PP+D focuses on working collaboratively with our clients and community to thoughtfully and strategically integrate these key elements to plan, design, and implement a public realm that is viable, responsive, dynamic, and resilient. Stated simply, we work collaboratively with our clients in Re+Defining the Public Realm.

PP+D is one of the leading parks and recreation master planning firms in the United States. PP+D staff have completed over 100 comprehensive parks and recreation system master plans and park planning projects for cities and counties throughout United States including Seattle, WA; Washington, D.C.; Raleigh, NC; Williamson County, TN; Germantown, TN; Atlanta, GA; Gwinnett County, GA; St. Johns County, FL; Sarasota County, FL; City of Miami, FL; and Miami-Dade County, FL, just to mention a few. Firm leader Carlos Perez regularly share their experience and expertise speaking in state and national industry conferences and serving on industry committees and organizations.

PP+D also specializes in Active-Transportation Planning and Design and has worked on a multitude of bicycle, pedestrian, trail, and greenway projects in the Southeast United States including the Atlanta BeltLine, one of the largest and highest-profile trail and economic development projects in the Unites States.

PP+D is also one of the lead trail planners and designers for the PATH Foundation, Inc., a non-profit organization in the Metro Atlanta area that has built over 300 miles of trails.

Since PP+D's inception, the firm has grown to seven staff with a main office in Midtown, Atlanta that focuses on parks and recreation system master planning projects similar to the LFUCG Parks and Recreation Master Plan.

PP+D is a Minority Business Enterprise (MBE), certified by the Georgia Department of Transportation and the City of Atlanta as a Hispanic American Business Enterprise and Small Business Enterprise

- Services provided by PP+D include:
- Parks and Recreation System Planning
- Parks Planing and Design
- Active-Transportation Planning + Design
- Urban Design
- Landscape Architecture

***PP+D will serve as the project manager for the project and lead master planning, park planning and deliverable development tasks.***



**PROS Consulting** is a small firm with a big presence in the field of management consulting for parks and recreation public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to evolving dynamics of the social, economic, and political environments clients operate in. The firm's areas of focus include:

- **Master Planning** – completed over 250 master plans for parks and park systems that have been successfully implemented and driven over \$5 billion worth of capital investment.
- **Needs Assessment** – PROS has worked on over 250 parks and recreation needs assessments on projects in similar nature as this project that include market and gap analyses, as well as extensive community input to quantify opportunities in the market place desired by the community.
- **Operations, Maintenance and Organizational Development** – completed over 450 plans that involved operations, maintenance and organizational development components.
- **Financial Planning and Management** – PROS is most renowned for providing the most innovative and proven methods for financial planning and management in the public sector with direct experience with over 150 proven ways to fund public parks and park systems.
- **Feasibility Studies and Business Planning** – completed over 200 feasibility studies and business plans, often counseling our clients on how they can shape their projects and their vision around the reality of what is feasible and sustainable.
- **Customer Service Training** – completed customer service excellent training for municipalities across the country. The training is customized to each agency's goals and outcomes and range from single day work sessions to multi-year culture change processes.

*PROS Consulting will lead all Parks and Recreation Operations, Management, Marketing, and Programming tasks. PROS Consulting and PP+D Team members have been working together for over 20-years on projects similar to the LFUCG Parks and Recreation Master Plan.*

## LORD AECK SARGENT

**LORD AECK SARGENT (LAS)** is one of the Southeast's premier Urban Design, Architecture and Landscape Architecture firms, specializing in public space design, mobility planning, facility planning, historic preservation, placemaking and community engagement.

LAS understands and designs outdoor spaces that complement their surrounding buildings, and vice-versa. Their communities are shaped by both the architectural quality of their buildings as well as the shared public spaces between those buildings. As part of their holistic practice for the built environment, LAS provides expertise in the design and function of dynamic open spaces, complete streets, and urban amenities. This expertise is applied across a broad range of scales and settings from multi-faceted public plazas to outdoor learning environments. Services Include:

- Urban Parks & Plazas
- Streetscapes, Pedestrian Amenities, Greenways, Multi-Use Trails, & Bikeways
- Sports & Recreation Complexes
- Green Infrastructure
- Project & Program Management & Implementation
- Strategic Planning & Master Planning
- Construction Documentation & Management
- Community Engagement.

*Lord Aeck Sargent will assist with Parks and Recreation Facility Evaluations, public engagement, and capital improvement tasks. LAS and PP+D have been working together for over 10-years on parks planning and design projects.*



## CivicLex

**CIVICLEX** is a nationally-recognized civic health nonprofit that specializes in resident engagement and participatory process design. They focus exclusively on Lexington-Fayette County, Kentucky.

CivicLex has deep expertise in exploring and navigating contentious civic issues alongside governmental representatives and residents. In addition to their core work, CivicLex also partners with very select non-profit, for-profit, and governmental clients on projects in which public input is needed, prudent, and will be taken seriously. CivicLex doesn't work with clients who don't take the role of public participation seriously or will ignore public input results if they do not align with their priorities.

Since CivicLex started in 2017, over 25,000 Fayette County residents utilized their work to shape Lexington in one way or another. Each year, CivicLex's work led to well over 29,000 moments of civic education and over 350,000 moments of civic action.

CivicLex has the ability to utilize their history of community engagement and relationships for projects on which they are working. Each year, the CivicLex team watches, digests, and covers over 400 hours of LFUCG meetings. They bring priceless expertise understanding the complex dynamics of the City Government to any project they work on. Annually, they work with over 238 organizational and individuals partners to execute projects for the public good. These partnerships are rooted in mutual understanding and trust, and if appropriate, they can pull in partner organizations for collaboration on new projects.

*CivicLex will lead and facilitate all resident engagement and participatory processes for the LFUCG Parks and Recreation Master Plan. They will work closely with PP+D, LAS, and EHI to design, implement, and develop summary findings from all resident engagement and participatory processes.*



**EHI CONSULTANTS (EHI)** is an award winning 25-year-old local planning firm located in Louisville and Lexington Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region.

EHI has a broad range of local, regional, state, and national planning experience, including developing neighborhood and comprehensive plans, subdivision regulations, and zoning ordinances. Their background includes experience in administering and implementing master and comprehensive plans through development plan review and project implementation.

EHI has been recognized by the Kentucky American Planning Association (KAPA), American Society of Landscape Architects, and the The American Association of State Highway and Transportation Officials (AASHTO) for various projects completed in Kentucky.

EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. Their approach to community engagement is not a public relations strategy but an honest attempt to include citizens in an inclusive and participatory planning process.

EHI is staffed with accredited and professionally licensed individuals with the resources and capacity to provide a comprehensive range of planning related services. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment.

*EHI will build on the Comprehensive Opportunity Assessment that they are currently working on for LFUCG Parks and Recreation and will help with existing conditions review, parks and recreation inventory and mapping, equity analysis, public engagement, and cost estimating.*



**ETC INSTITUTE** is the absolute leading national authority on parks and recreation surveys and benchmarking. ETC has worked with PP+D Team members for over 20 years. They have conducted over 600 Parks and Recreation Surveys, and maintain a data base of over 70,000 surveys and benchmarking data bases.

*ETC Institute will lead the development of the Statistically Valid Survey. ETC Institute and PP+D Team members have been working together for over 20-years on projects similar to the LFUCG Parks and Recreation Master Plan.*



The **NATIONAL GOLF FOUNDATION'S** work is supported by thousands of members representing every facet of the industry: public and private golf facilities; Golf Resort architects; developers and builders; companies offering specialized services to the golf industry; national, regional, state, and local golf associations; instructors; schools, and individuals.

Their most important ongoing research includes: The Graffis Report; Golf Participation in the U.S.; Golf Facilities in the U.S.; Off-Course Golf Specialty Retail Store Report; and National Golf Rounds Played Report.

There is no greater authority than the NGF on the economics of supply and demand in the business of golf. The NGF's exclusive Golf Demand Model provides best-in-class data on every U.S. market and is utilized by many clients to improve both forecasting and customer targeting. The NGF's database of U.S. golf facilities is the industry's gold standard and is licensed by many of the leading companies and trade associations in golf.

The NGF's Consulting Division was established in 1987 and has conducted more than 1,000 assignments throughout North America, plus Europe, Asia, the Caribbean, and South America. These engagements cover a broad spectrum of services, although assistance to municipalities operating golf facilities has become the landmark service for which the NGF consultants are most well-known.

Since the NGF is not involved in the design, construction, or operation of golf facilities, they are able to provide their clients with completely independent advice. Specific skills and special knowledge provided by NGF to assist with golf operations include:

- **Syndicated Industry Market Research** – The NGF provides on-going research to the golf industry, with annual reports on golf participation, golf facilities, golf industry sales (clubs, bags, apparel, equipment, etc.), golf travel, and other topics.
- **Custom Market Research** – The NGF provides custom research to select clients on issues ranging from new golf product launches, retail site locations, golf consumer behavior, and market size and impact.
- **GolfMAP** – The NGF provides localized golf market research to identify the specific characteristics of local market areas, identifying the potential golf demand and supply balance for any localized geography. This tool is used by NGF in many of our research and consulting engagements but is also available for other companies and consultants to use on a license basis.
- **Golf Consumer Surveys** – The NGF is active in surveying golfers on a wide range of topics, many that will relate to the operational success of golf courses.
- **Custom Golf Facility Consulting** – A hallmark of NGF services includes our custom consulting practice providing services in support of golf facility success. These customized consulting projects include services such as review of operations and strategic planning for golf facilities; review of management and financial analysis of golf facilities; review of golf facility maintenance and best practices; feasibility studies for new facility development or acquisition; research to support changes to golf facility amenities; consulting in support of golf facility transactions.



NGF regularly partners with local golf course architects to assist with capital improvement and operations related tasks. For the LFUCG Parks and Recreation Master Plan, the NFG will work closely with **Kevin Hargrave Golf Course Architect**.

Kevin is a Golf Course Architect based in Georgetown, Kentucky with over 30-years of experience in providing detail oriented, hands-on service to each client to ensure success of their project from start to finish. Services that Kevin provides include:

- Consultations
- Site Surveys
- Tree Management Plans
- Master Plan Development
- Course Routings
- Cost Estimates
- Construction Plan Development, Specifications, Bid Documents, Bid Analysis, and Construction Review.

*NGF will lead all golf market demand, programming, and fee analyses tasks for the LFUCG Parks and Recreation Master Plan. NGF will coordinate closely with Kevin Hargrave Golf Course Architect to review and recommend environmental and sustainable/ climate resilience practices and capital improvement recommendations.*

*Similar to the objectives outlined for the LFUCG Parks and Recreation Master Plan, the NFG and PP+D are currently assisting with the coordination of a comprehensive golf course playability and market demand analysis for the City of Atlanta Department of Parks and Recreation golf course facilities.*



**Counselman - Hunsaker**  
AQUATICS FOR LIFE

Founded in 1970 by renowned swimming coach Dr. James E. "Doc" Counselman and national championship and world-record-winning swimmer Joe Hunsaker, **COUNCILMAN-HUNSAKER** has become one of the foremost authorities in aquatic facility design and operations. Over the past five decades, they have delivered state-of-the-art aquatic facilities tailored to the needs of communities, operators, and users. Today, under the leadership of CEO Kevin Post and President Darren Bevard, they continue to provide innovative, sustainable aquatic solutions that uphold the legacy of excellence established by our founders.

Counselman-Hunsaker offers a full circle of aquatic services unavailable anywhere else in the aquatics industry, from existing facility evaluation to comprehensive concept development, project visioning through design, engineering, and construction administration, and business management and aquatic operations. These services are tailored and configured in various ways to precisely fit the needs, desires, and objectives of the owner/operator and the project team.

Counselman-Hunsaker's practical, innovative, and expert design acumen can be seen in universities, municipalities, school districts, hotels and condos, wellness centers, and military bases. Their planning and operations services have helped hundreds of communities make important decisions about future aquatic centers and enhanced the safety and sustainability of their existing pools. Counselman-Hunsaker's mission is "Aquatics For Life."

*Counselman-Hunsaker will lead aquatics facilities related tasks include facility evaluations, trend analysis, market demand/ per capita standards, programming, and recommendations.*



**RMPK FUNDING** specializes in identifying additional funding sources to help implement projects in Parks and Recreation Master Plans. They have successfully acquired over \$220 million in funding for public agencies, including numerous grants for park facilities, recreation services, land acquisitions, and cultural facilities projects. They understand federal, state and local grant sources and creatively "stack" grants to allow existing grants to serve as leverage for additional funding.

*RMPK Funding will identify alternative funding sources to help implement future projects. RMPK Funding and PP+D Team members have been working together for over 20-years on projects similar to the LFUCG Parks and Recreation Master Plan.*

The following pages contains five projects with references, similar to the LFUCG Parks and Recreation Master Plan, that members of the PP+D Team have worked collaboratively in the last 10-years.

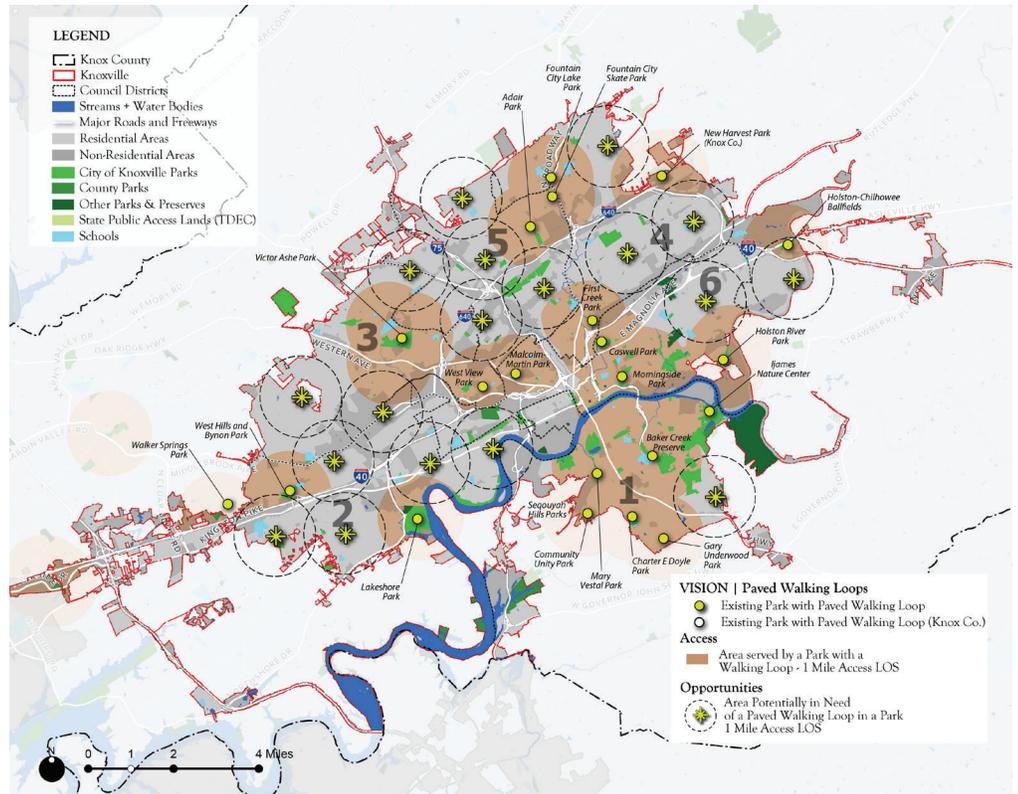


# CITY OF KNOXVILLE PARKS AND RECREATION MASTER PLAN

**Original + Final Project Budget:** \$249,500 (On budget)

**Length of Project:** October 2024 - December 2025 (On schedule)

Perez Planning + Design, LLC (PP+D) is leading the City of Knoxville Parks and Recreation Master Plan serving as the Project Managers and Park Planners for the project. Branded as Play Knoxville, the purpose of the Parks and Recreation Master Plan is to create a framework to enhance the quality and accessibility of parks, recreation facilities, and services throughout the City, lay out a strategy for sustainable growth to connect and expand these resources, complete a comprehensive evaluation of parks, recreation, green spaces, trails, facilities, and programs; and develop an actionable plan that establishes improved levels of service, identifies key areas for park and open space expansions, recommends community connections, and establishes metrics for future review.



PP+D is using its proven 5-phase approach to completing the project including Phase 1-Context Analysis; Phase 2-Needs and Priorities Assessment;

Phase 3 - Vision; Phase 4 - Implementation; and Phase 5 - Final Plan and Adoption. PP+D has worked collaboratively with the City to complete a robust public engagement strategy to inform recommendations citywide and per the City's 6 Council Districts. PP+D has used a variety of techniques to collect input including an interactive project website, mailed Statistically Valid Survey, an Online Survey, In-Person Public Meetings, Focus Group Meetings, Stakeholder Interviews, One-on-One Interviews with City Leadership and Elected Officials throughout the process, and 30-member Steering Committee that is guiding the process.

PP+D just completed Phase 3 - Vision, which includes an update to the Department's Mission and Vision and 4 key goals along with related objectives and actions that respond to the priority needs and themes that emerged from Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment. The draft goals are Goal 1) Revitalize existing natural areas , parks, recreation facilities, and programs. Goal 2) Connect the community to the parks and recreation system. Goal 3) Grow the parks and recreation system to keep pace with the City's growth. Goal 4) Collaborate to maximize environmental, social, and economic benefits. The Vision also includes over 300 parks and recreation improvement projects. PP+D is in the process of completing the implementation strategy for the plan which includes funding sources and projections for the next 10-years, prioritized projects, staffing recommendations, and staff actions to implement the plan. The plan is on schedule and on budget to be completed by December 2025.

### Reference:

Aaron Browning - Deputy Director  
abrowning@knoxvilletn.gov  
(865) 215-1719  
City of Knoxville Parks and Recreation  
5930 Lyons View Pike at Lakeshore Park  
Knoxville, TN 37919

### Relevant PP+D Team Partners:

- **PROS Consulting** - Park Programming, Operations, and Management
- **ETC Institute** - Statistically Valid Survey
- **RMPK Funding** - Alternative Funding Strategies



# CITY OF MIAMI PARKS AND RECREATION SYSTEM MASTER PLAN

**Original + Final Project Budget:** \$499,999  
**Length of Project:** January 2022 - July 2023

Perez Planning + Design, LLC (PP+D) led the City of Miami Parks and Recreation System Master Plan and served as the Project Managers and Park Planners. Branded as Reimagine Parks Miami, the purpose of the Parks and Recreation Master Plan was to assess the existing conditions of the parks and recreation system including programs, services, staffing, and funding; Identify parks and recreation trends, needs, and priorities; Provide strategic and resilient recommendations for the improvement and provision of facilities, programs, services, park land acquisition, and development; and meet the requirements for the Commission of Accreditation of Parks and Recreation Agencies (CAPRA) for the re-accreditation of the Department.

PP+D used its proven 5-phase approach to completing the project including Phase 1-Context Analysis; Phase 2-Needs and Priorities Assessment; Phase 3 - Vision; Phase 4 - Implementation; and Phase 5 -

Final Plan and Adoption. Public Engagement was a critical part of the project and the Team received public input through a variety of techniques include a mailed Statistically Valid Survey, which was statistically representative city-wide and per each of the 5 Commission Districts; an Online Survey in English and in Spanish; In-Person Public Meetings and Virtual Public Meetings available in English and Spanish; Focus Group Meetings; a Multi-lingual Project Website; and an App.

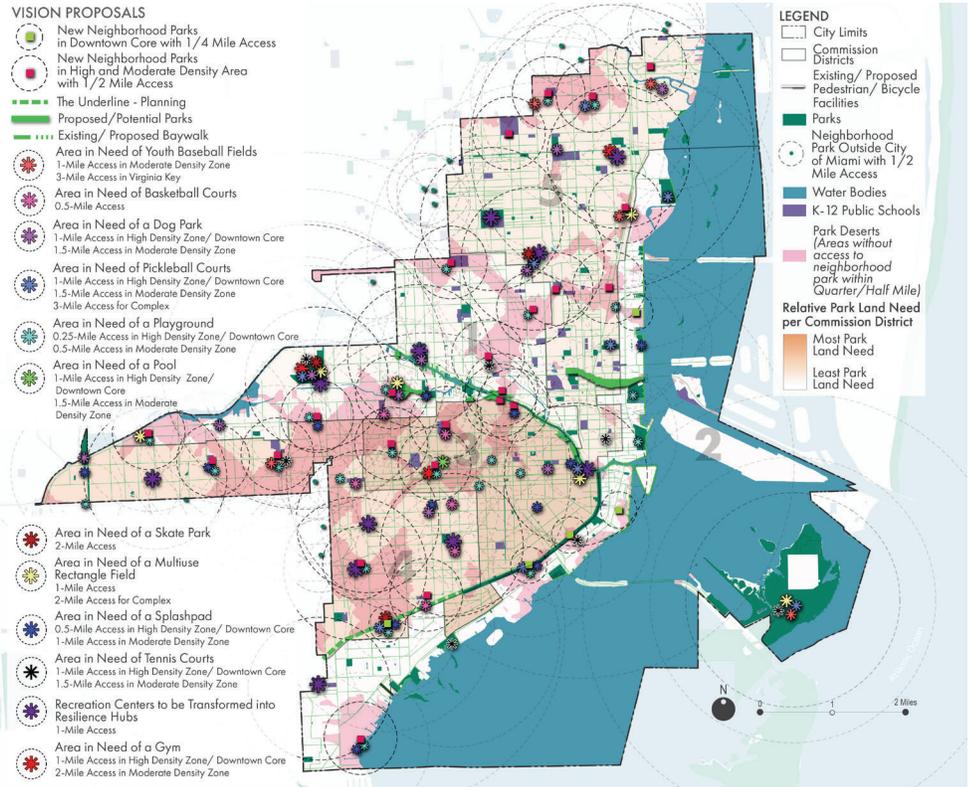
The planning process led to the recommendation of four major Goals with 72 supporting actions and 150 steps with Key Performance Indicators (KPIs). The Goals were- 1) Renew existing facilities programs, and services. 2) Connect the park system seamlessly into the community. 3) Grow the parks system (collaboratively, creatively, and aggressively) to catch-up with the city's growth. 4) Innovate to maximize equitable impact in the community. These goals and policies were linked to physical visions for various types of park land, pedestrian and bicycle connections, indoor recreation centers, and parks and recreation facilities. The plan also included Acreage, Access, Indoor Square Footage, and Facilities Level of Service Targets for the City to pursue over the next 10-years. Lastly, the plan also included an implementation strategy that considered funding options, capital project prioritization strategies, and staff actions.

### Reference:

LaCleveia Morley Snipes, CPRE – Interim-Director  
LMorley@miamigov.com  
(305) 416-1332  
City of Miami Parks and Recreation Department  
444 SW 2nd Ave  
8th Floor  
Miami, FL 33130

### Relevant PP+D Team Partners:

- **PROS Consulting** - Park Programming, Operations, and Management
- **ETC Institute** - Statistically Valid Survey
- **RMPK Funding** - Alternative Funding Strategies





# ACTIVATE ATL: RECREATION AND PARKS FOR ALL CITY OF ATLANTA COMPREHENSIVE RECREATION AND PARKS MASTER PLAN

**Original + Final Project Budget:** \$399,000 (+\$250,000 for Public Engagement from the Atlanta Philanthropic Community)

**Length of Project:** December 2019 - November 2021

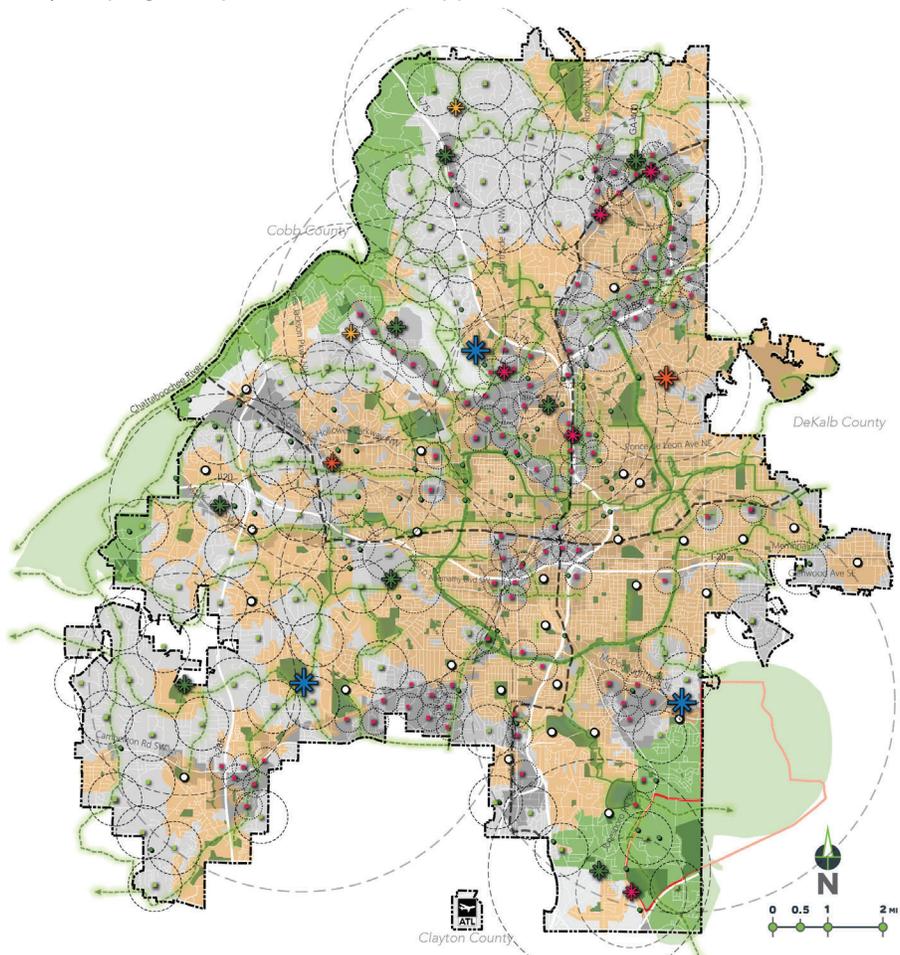
Perez Planning + Design (PP+D) led Activate ATL and the Activate ATL 5-year Strategic Plan and served as Project Managers and Parks Planners. The plan aimed at increasing access to exceptional recreational programming, fostering community connections to nature through parks and trails, and ultimately, helping to improve the health, happiness, and resilience of all Atlantans, in all neighborhoods.

Activate ATL is unique and significant to the City’s parks and recreation system for three key reasons. First, the Plan addresses inequities and geographic disparities within the parks and recreation system. It ensures that future investments will be prioritized to improve the existing parks and recreation system, especially in historically underserved parks.

Second, the Plan identifies a new mission, vision and three major goals, which are to: Invest in Atlanta’s Parks and Recreation Assets; Connect Atlanta’s Parks and Recreation Resources; and Grow the Parks and Recreation System. DPR aims to achieve these goals and the action steps that follow over the next ten years.

Third, a new Parks and Recreation Equity Data Tool was developed to use data-driven mapping to accurately identify disparities within the parks and recreation system and help pinpoint specific strategies to eliminate those disparities.

The interactive tool evaluates community and park needs and identifies neighborhoods with the greatest need for park investment and capital improvements. Ultimately, it will track and evaluate the impact of DPR’s efforts over time. PP+D’s proven planning approach and leadership led to the input of over 10,000 Atlantans and the passing of a \$146 Million Bond that will help implement the first phase of the 10-year master plan.



### Reference:

Tara L. Buckner, M.P.A., AICP, Urban Planner + Project Manager

tlbuckner@AtlantaGa.Gov

404.546.6737

Office of Park Design

Department of Parks and Recreation

City of Atlanta

233 Peachtree Street NE, Suites 1600/1700

Atlanta, GA 30303

### Relevant PP+D Team Partners:

- **PROS Consulting** - Park Programming, Operations, and Management
- **ETC Institute** - Statistically Valid Survey
- **RMPK Funding** - Alternative Funding Strategies



# 2020 GWINNETT COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

**Original + Final Project Budget:** \$411,500

**Length of Project:** September 2019 - June 2021

Gwinnett County is poised to become the most populous County in the State of Georgia. Over the next 10-years, Gwinnett's diverse population is projected to grow by at least 280,000 residents to over 1 million residents. This growth will further define this historically rural and suburban County into defined urban, suburban, and rural communities. This development definition will require that the County consider how best to provide services to residents living in these distinct development patterns while considering equity and financial, environmental, and social sustainability.

Considering these challenges, Perez Planning + Design, LLC led the completion of the 2020 Gwinnett Comprehensive Parks and Recreation Master Plan and served as the Project Managers and Park Planners. PP+D used its proven approach to complete this important plan for the urban County.

Public engagement for the projected included a multi-lingual Statistically-Valid Survey, social media input, on-line surveys, interactive exercises at special events and public meetings, virtual engagement meetings, and hybrid virtual and in-person meetings. Collectively, this strategy led to over 80,000 participant responses.

Based on this data, PP+D developed an equitable and sustainable Long-Range Vision and Implementation Strategy that will define the County's direction over the next 10-years.

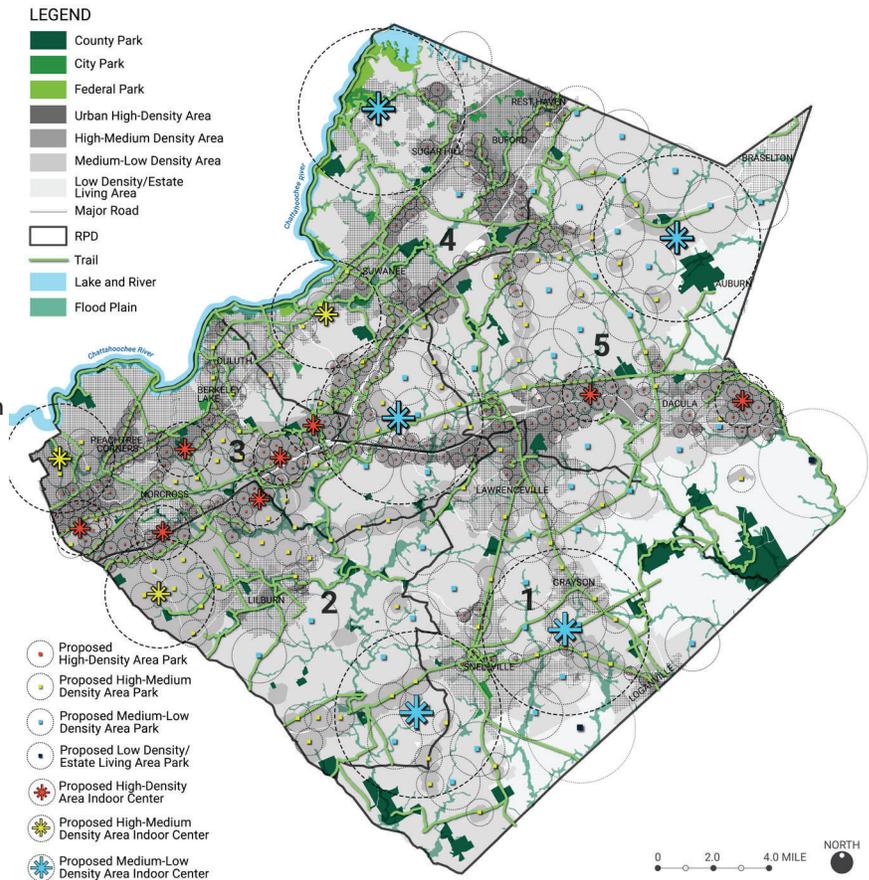
The 2020 Gwinnett Comprehensive Parks and Recreation Master Plan recently won a 2022 National Association of Counties (NACo) Award under the planning category.

### Reference:

Mark Patterson - Retired Community Services, Deputy Department Director  
Gwinnett County Department of Community Services  
Phone: (404) 219-8339  
Mark Patterson pattersonecs@gmail.com

### Relevant PP+D Team Partners:

- **PROS Consulting** - Park Programming, Operations, and Management
- **ETC Institute** - Statistically Valid Survey
- **RMPK Funding** - Alternative Funding Strategies



"Care for both the client and the product are hallmarks of any project PP+D has done with Gwinnett County. PP+D brings a level of expertise and excellence to our projects that most firms wish they possessed. Their individual attention to detail, energy, and thoughtfulness that Carlos and his team brings to the process fosters both introspection and affirmation of our agency's goals. Carlos can provide immense skill in aligning project goals and budget while exploring unasked questions that facilitated a profound impact to the communities he works with. I would not hesitate to recommend PP+D to any project, especially where sensitivity to the issues and barrier breaking thought is needed."

**- Mark Patterson, Retired Deputy Director - Department of Community of Services over the Division of Parks and Recreation**



# DISTRICT OF COLUMBIA PARKS AND RECREATION MASTER PLAN

**Original + Final Project Budget:** \$682,000

**Length of Project:** January 2013 - January 2015

Carlos Perez served as the Project Manager / Parks Planner for the Parks and Recreation Master Plan for the National Capitol of the United States. Branded as PLAY DC, this plan developed a new, bold, and strategic vision for advancing Washington D.C.'s parks and recreation resources.

PLAY DC was comprised of six phases: Phase I: Capital + Programmatic Existing System Analysis which established an understanding of the existing and planned conditions of the District's parks and recreation system by developing a baseline inventory of the District's programmatic offerings, parks, and recreation centers; reviewing relevant plans and studies; and conducting site visits. Phase II: Historic Preservation Review assessed the District historical buildings and features and outlined their role within the parks system. Phase III: Capital + Programmatic Needs Assessment included a comprehensive, community participation-driven needs assessment process that employed qualitative, quantitative, and anecdotal analysis techniques to identify resident recreational, social, and cultural needs and desires. Phase IV: Visioning established a bold new vision for the District's park system based on resident and stakeholder input as well as industry best practices. Phase V: Implementation Strategy articulated a phased plan for the realization of the new, robust parks and recreation system. Phase IV: Master Plan Report focused on creating a user friendly and graphically compelling document that could be easily understood by the public.

PLAY DC informed the future decisions made concerning District parks, recreation facilities, and programming, and, outline a framework for capital investment. The project was overseen by a 36 member advisory committee comprised of District of Columbia government department heads and directors and representatives from various agencies and organizations throughout the National Capitol.



## Reference:

Christopher Delfs, AICP  
District of Columbia Office of Planning  
Chief of Staff During Project Completion  
cdelfs@cityoflancasterpa.com  
(717) 291-4759

## Relevant PP+D Team Partners:

- ETC Institute - Statistically Valid Survey

"Carlos and his Team achieved all of the project objectives of the District of Columbia Parks and Recreation Master Plan (Play DC) and through their dedication, responsiveness and professionalism exceeded client expectations. In my 15 years as a professional in government, Carlos and his Team are my favorite consultants with whom I have worked, and remain my go-to people when I have a tough question in the world of parks planning and design. In an industry where cookie-cutter contractor work is too common, Carlos and his Team are thoughtful and tireless in their problem solving and bring an extraordinary ability to create context-sensitive solutions."

- Christopher Delfs, Former Chief of Staff



# Organizational Chart

The Perez Planning + Design (PP+D) Team is comprised of professional that are local, regional, and national thought leaders and experts in Parks and Recreation Master Planning.

Most of the Team members have been working together on Parks and Recreation Master Plan similar to the Lexington-Fayette Urban County Government for over 20 years. **Collective, this team of parks and recreation professionals has a collective experience in completing over five-hundred (500) Parks and Recreation Master Plans.**



LEXINGTON

**Carlos F. Perez, PLA (PP+D)**  
Project Manager

**Nick Stephens, AICP (PP+D)**  
Deputy-Project Manager

### Parks and Recreation System Planning

- Carlos Perez - Parks Planner (PP+D)
- Nick Stephens - Parks Planner (PP+D)
- Yan Duan - Urban Designer (PP+D)
- Kevan Klosterwill - Parks Planner + Designer (PP+D)
- Edward Holmes - Principal Planner (EHI)
- Ryan Holmes - Planner (EHI)

### Parks System Evaluation and Improvements

### Parks and Recreation Facilities

- Carlos Perez - Parks Planner (PP+D)
- Kevan Klosterwill - Parks Planner (PP+D)
- Stanford Harvey - Principal Landscape Architect (LAS)
- Jordan Sebastian - Senior Landscape Architect (LAS)
- Kevin Kinney - Landscape Architect (LAS)

### Aquatics Facilities

- George Deines- Feasibility Lead (Counsilman-Hunsaker)

### Golf Course Operations

- Richard B. Singer - Director of Consulting Services (NGF)
- Edward Getherall - Senior Associate Consultant (NGF)
- Bill Golden - Senior Associate Consultant (NGF)
- Jodi Reilly - Research Business Manager (NGF)
- Kevin Hargrave - Golf Course Architect (Hargrave)

### Operations, Management, and Programming

- Brian Trusty - Principal, Parks Operations, Management (PROS)
- Jayne Miller - Principal, Parks Operations, Management (PROS)
- Leon Younger - Principal, Parks Operations, Management (PROS)
- Travis Tranbarger - Senior Consultant Park Programming (PROS)
- George Deines- Aquatics Feasibility Lead (Counsilman-Hunsaker)
- Richard B. Singer - Golf Director of Consulting Services (NGF)
- Edward Getherall - Golf Senior Associate Consultant (NGF)
- Bill Golden - Golf Senior Associate Consultant (NGF)
- Jodi Reilly - Golf Research Business Manager (NGF)

### Public Engagement

- Carlos Perez - Parks Planner (PP+D)
- Richard Young - Executive Director (CivicLex)
- Kit Anderson - Deputy Director (CivicLex)
- Lilly Bramley - Project Specialist (CivicLex)
- Haley Wartell - Communications Specialist (CivicLex)
- Edward Holmes - Principal Planner (EHI)
- Ryan Holmes - Planner (EHI)
- Stanford Harvey - Principal Landscape Architect (LAS)
- Jordan Sebastian - Senior Landscape Architect (LAS)

### Statistically Valid Survey

- Jason Morado- Senior Project Manager (ETC)
- Ryan Murray - Project Manager (ETC)

### Alternative Funding Strategies

- Ryan Ruskay - Public Funding Specialist (RMPK Funding)



# CARLOS F. PEREZ, PLA

**Project Manager | Parks Planner | Active Transportation Planner | Landscape Architect**

## EDUCATION

Master in City and Regional Planning  
Specialization in Transportation  
Georgia Institute of Technology, 2015

Master of Science in Urban Design  
Georgia Institute of Technology, 2015

Bachelor of Science in Landscape Architecture,  
University of Florida, 2004

## PROFESSIONAL REGISTRATIONS

Landscape Architect, Florida #LA6666902  
Landscape Architect, Georgia #LA001824  
Landscape Architect, Tennessee #LA1283

## YEARS OF EXPERIENCE WITH FIRM

20 years

## AWARDS + RECOGNITIONS

Nassau County Parks, Recreation, and Open Space Master Plan  
Florida Chapter of American Planning Association Award of Excellence, 2022

PATH Parkway - #1 Best New Bikeway for 2017, People for Bikes, 2018

PATH 400 - Quality of Life/Community Development Award, 2018 AASHTO  
Annual Meeting

PATH 400 - Grand Prize Winner- Alternative Mode Transportation Facility  
Georgia Partnership for Transportation Quality, 2016

District of Columbia Parks and Recreation Master Plan  
Award of Excellence, National Capital Area Chapter of the American Planning  
Association, 2014

2014 University of Florida Young Outstanding Alumni – College of Design,  
Construction and Planning

Urban Land Institute Center for Leadership Class of 2014

1st Place - Green Mobility Challenge, Texas Department of Transportation +  
Central Texas Regional Mobility Authority, 2011

## PRESENTATIONS

High Performance Public Spaces - How Parks Can Make Communities More  
Resilient and Sustainable, National Recreation and Park Association  
Conference,  
Atlanta, GA 2024

Activate ATL: Combating Historic Inequities Through Implementation of ATL's  
Parks & Recreation Master Plan, National Recreation and Park Association  
Conference, Atlanta, GA 2024

Trails in Atlanta Conference Session, Creative Placemaking Summit, Atlanta,  
GA 2024

## PROFESSIONAL HISTORY

Perez Planning + Design, LLC  
President + Founder (2014 - Present)

AECOM/Glatting Jackson | Building + Places  
Senior Associate | Parks + Open Space System Planning and Design Practice  
Co-Leader (2009 - 2014)

Glatting Jackson Kercher Anglin, Inc.  
Associate | Landscape Architect (2009-2014)

## PROFESSIONAL AFFILIATIONS

City Parks Alliance - Board Member | Secretary

Atlanta BeltLine Partnership - Board Member

Georgia Institute of Technology Advisory Council - Board Member

University of Florida Department of Landscape Architecture Advisory Council  
- Board Member

Park Pride – Former Board Member

Carlos Perez specializes in Parks and Recreation System Planning + Design and Active Transportation Planning + Design. His academic training and professional specialization in parks and recreation system planning and design, active transportation planning and design, urban design, and landscape architecture provide for a unique view and keen understanding of the important, multifaceted role that the public realm plays in creating livable communities.



Carlos has worked with over 100 communities throughout the United States on parks and recreation system planning projects.

Carlos also specializes in Active-Transportation Planning and Design and has worked on a multitude of bicycle, pedestrian, trail, and greenway planning and design projects in the Southeast United States. He is also one of the lead trail planners and designers for the PATH Foundation, Inc., a non-profit organization in the Metro Atlanta area that has built over 300 miles of trails.

Carlos also volunteers his time as a Board Member of the City Parks Alliance, Atlanta BeltLine Partnership, Georgia Institute of Technology College of Design Advisory Council, and the University of Florida Department of Landscape Architecture Advisory Council. He also enjoys regularly speaking and sharing his experience and expertise at National, State, and Local conference on the Power of Parks.

## RELEVANT PARKS AND RECREATION MASTER PLAN EXPERIENCE

- City of Seattle Indoor Recreation Center Master Plan, WA
- Downtown San Diego Parks and Recreation Needs Assessment, CA
- Clark County Parks and Recreation Master Plan, NV
- BREC Parks Planning, East Baton Rouge Parish, LA
- City of Lenexa Parks and Recreation Master Plan, KS
- District of Columbia Parks and Recreation Master Plan, Washington, D.C.
- City of Virginia Beach Parks and Recreation Master Plan, VA
- City of Norfolk Parks and Recreation Master Plan, VA
- City of Raleigh Parks and Recreation Master Plan, NC
- City of Pittsboro Parks and Recreation Master Plan, NC
- City of Knoxville Parks and Recreation Master Plan, TN
- Williamson County Parks and Recreation Master Plan, TN
- Germantown Parks and Recreation Master Plan Update, TN
- City of Atlanta Parks and Recreation Master Plan, GA
- City of Decatur Parks and Recreation Master Plan, GA
- City of Doraville Parks and Recreation Master Plan, GA
- City of Forest Park Parks and Recreation Master Plan, GA
- City of Norcross Parks, Greenspace, Trails, and Green Infrastructure Master Plan, GA
- City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan, GA
- Gwinnett County Parks and Recreation Master Plan, GA
- Henry County Parks and Recreation Master Plan, GA
- City of Cape Coral Parks and Recreation Master Plan, FL
- City of Destin Parks and Recreation Master Plan, FL
- City of Fort Lauderdale Parks and Recreation Master Plan, FL
- City of Fort Myers Parks and Recreation Master Plan, FL
- City of Hollywood Parks and Recreation Master Plan, FL
- City of Miami Parks and Recreation Master Plan, FL
- City of Marco Island Parks and Recreation Master Plan, FL
- City of Naples Parks and Recreation Master Plan, FL
- City of Orlando Parks and Recreation Master Plan, FL
- City of Port St. Lucie Parks and Recreation Master Plan, FL
- City of Sarasota Parks and Recreation Master Plan, FL
- Town of Palm Beach Parks and Recreation Master Plan, FL
- Broward County Parks and Recreation Master Plan, FL
- Miami-Dade County Parks and Recreation Master Plan Vision, FL
- Sarasota County Parks and Recreation Master Plan, FL



## NICK STEPHENS, AICP (PP+D) Deputy Project Manager + Parks Planner

Nick Stephens is an urban planner who is dedicated to planning and designing park systems that enrich communities, encourage active transportation, and strengthen the local ecology. With a diverse academic and professional background, Nick's experience supports a passion for creating vibrant, walkable and bikable urban areas. Since joining PP+D, he has collaborated on over a 20 parks and recreation system plans. He will serve as the Deputy Project Manager and Parks Planner for the project.

### RELEVANT RECENT EXPERIENCE

#### EDUCATION

Master in City and Regional Planning  
Specialization in Urban Design  
Georgia Institute of Technology, 2019  
  
Bachelor of Arts in Anthropology,  
Columbia University, 2009

#### TOTAL YEARS OF EXPERIENCE

5 years

#### PROFESSIONAL REGISTRATIONS

AICP

#### City of Knoxville Parks and Recreation System Master Plan

Knoxville, TN | On-going  
Role: Deputy Project Manager/Parks Planner

#### Clark County Parks and Recreation System Master Plan

Clark County, NV | On-going  
Role: Parks Planner

#### City of Destin Parks and Recreation Master Plan

Destin, FL | On-going  
Role: Parks Planner

#### City of Norcross Parks, Greenspace, Trails and Green Infrastructure Master Plan

Norcross, GA | 2024  
Role: Deputy Project Manager/Parks Planner

#### Henry County Parks and Recreation System Master Plan

Henry County, GA | 2024  
Role: Deputy Project Manager/Parks Planner

#### City of Fort Myers Parks and Recreation System Master Plan

Fort Myers, FL | 2024  
Role: Deputy Project Manager/Parks Planner

#### Williamson County Parks and Recreation System Master Plan

Williamson County, TN | 2023  
Role: Parks Planner

#### City of Miami Parks and Recreation System Master Plan

Miami, FL | 2023  
Role: Parks Planner

#### City of Boynton Beach Parks Master Plan

Boynton Beach, FL | 2023  
Role: Parks Planner

#### City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan

City of South Fulton, GA | 2023

Role: Parks Planner

#### City of Ormond Beach Parks Master Plan

Ormond Beach, FL | 2022  
Role: Parks Planner

#### City of Atlanta Comprehensive Parks and Recreation Master Plan

Atlanta, GA | 2022  
Role: Parks Planner

#### Gwinnett County Comprehensive Parks and Recreation Master Plan

Gwinnett GA | 2021  
Role: Parks Planner

#### City of Hollywood Parks Master Plan

Hollywood, FL | 2021  
Role: Parks Planner

#### City of Port St. Lucie Parks and Recreation Master Plan

Port St. Lucie, FL | 2020  
Role: Project Manager + Urban Designer



## YAN DUAN, AICP (PP+D) Parks Planner + Urban Designer

Yan Duan is a planner and urban designer with over 10 years of experience in planning and community design projects. Yan's expertise is in research, design, GIS, and visual communications. She combines these strengths to develop thoughtful, practical, and innovative parks planning and design solutions. Yan will work collaboratively with the Team and will serve as a Parks Planner for the project. She will assist with qualitative and quantitative research tasks including, preparing exhibits for public virtual or in-person public engagement, GIS mapping, analysis, and development of exhibits and deliverables for the project.

### RELEVANT RECENT EXPERIENCE

#### EDUCATION

University at Buffalo, the State University of New York (SUNY Buffalo) School of Architecture and Planning Master of Urban Planning with Specialization in Urban Design and Physical Planning, 2016  
  
Xi'an University of Technology, Xi'an, P.R., China School of Civil Engineering and Architecture Bachelor of Engineering in Urban Planning, 2013  
  
Summer Program, Harvard University, 2007

#### TOTAL YEARS OF EXPERIENCE

8 years

#### PROFESSIONAL REGISTRATIONS

AICP

#### City of Knoxville Parks and Recreation System Master Plan

Knoxville, TN | On-going  
Role: Parks Planner

#### Clark County Parks and Recreation System Master Plan

Clark County, NV | On-going  
Role: Parks Planner

#### City of Destin Parks and Recreation Master Plan

Destin, FL | On-going  
Role: Parks Planner

#### City of Norcross Parks, Greenspace, Trails and Green Infrastructure Master Plan

Norcross, GA | 2024  
Role: Parks Planner

#### Henry County Parks and Recreation System Master Plan

Henry County, GA | 2024  
Role: Parks Planner

#### City of Fort Myers Parks and Recreation System Master Plan

Fort Myers, FL | 2024  
Role: Parks Planner

#### Williamson County Parks and Recreation System Master Plan

Williamson County, TN | 2023  
Role: Parks Planner

#### City of Miami Parks and Recreation System Master Plan

Miami, FL | 2023  
Role: Parks Planner

#### City of Boynton Beach Parks Master Plan

Boynton Beach, FL | 2023  
Role: Parks Planner

#### City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan

City of South Fulton, GA | 2023  
Role: Parks Planner

#### City of Ormond Beach Parks Master Plan

Ormond Beach, FL | 2022  
Role: Parks Planner

#### City of Atlanta Comprehensive Parks and Recreation Master Plan

Atlanta, GA | 2022  
Role: Parks Planner

#### Gwinnett County Comprehensive Parks and Recreation Master Plan

Gwinnett GA | 2021  
Role: Parks Planner

#### City of Hollywood Parks Master Plan

Hollywood, FL | 2021  
Role: Parks Planner

#### City of Port St. Lucie Parks and Recreation Master Plan

Port St. Lucie, FL | 2020  
Role: Parks Planner



## DR. KEVAN WILLIAMS (PP+D)

### Parks Planner + Designer

Dr. Kevan Klosterwill is a landscape designer and parks planner whose experience ranges from serving as the lead Park Planner for Athens-Clarke County, Georgia to consulting on parks and cultural landscape documentation projects across the United States. He also brings experience in research on historic and contemporary community engagement practices, publishing in leading scholarly journals. His book on Olmsted protege Warren H. Manning's participatory planning practices is slated for publication in 2024.

#### RELEVANT RECENT EXPERIENCE

#### EDUCATION

PhD in the Constructed Environment. University of Virginia. 2020.

Master of Landscape Architecture, with certificates in Environmental Ethics and Conservation Ecology and Sustainable Development. University of Georgia. 2014.

Bachelor of Landscape Architecture. University of Georgia. 2010.

#### TOTAL YEARS OF EXPERIENCE

13 years

#### City of Knoxville Parks and Recreation System Master Plan

Knoxville, TN | On-going  
Role: Parks Planner

#### Clark County Parks and Recreation System Master Plan

Clark County, NV | On-going  
Role: Parks Planner

#### City of Destin Parks and Recreation Master Plan

Destin, FL | On-going  
Role: Parks Planner

#### City of Norcross Parks, Greenspace, Trails and Green Infrastructure Master Plan

Norcross, GA | 2024  
Role: Parks Planner

#### Henry County Parks and Recreation System Master Plan

Henry County, GA | 2024  
Role: Parks Planner

#### City of Fort Myers Parks and Recreation System Master Plan

Fort Myers, FL | 2024  
Role: Parks Planner

#### Williamson County Parks and Recreation System Master Plan

Williamson County, TN | 2023  
Role: Parks Planner

#### City of Miami Parks and Recreation System Master Plan

Miami, FL | 2023  
Role: Parks Planner

#### City of Boynton Beach Parks Master Plan

Boynton Beach, FL | 2023  
Role: Parks Planner

#### City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan

City of South Fulton, GA | 2023  
Role: Parks Planner

#### City of Ormond Beach Parks Master Plan

Ormond Beach, FL | 2022  
Role: Parks Planner

#### City of Atlanta Comprehensive Parks and Recreation Master Plan

Atlanta, GA | 2022  
Role: Parks Planner

#### Gwinnett County Comprehensive Parks and Recreation Master Plan

Gwinnett GA | 2021  
Role: Parks Planner

#### City of Hollywood Parks Master Plan

Hollywood, FL | 2021  
Role: Parks Planner

#### City of Port St. Lucie Parks and Recreation Master Plan

Port St. Lucie, FL | 2020  
Role: Parks Planner



## RYAN RUSKAY (RMPK)

### Public Funding Specialist

Ryan Ruskay has more than 20 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining \$220 million in the past nine years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state, and federal level. In addition to assisting local communities in obtaining funding for capital projects, Ryan has developed Capital Improvement and Strategic Funding Plans for many of their clients. He will identify alternative funding sources for capital improvements.

#### RELEVANT RECENT EXPERIENCE

#### EDUCATION

Bachelor of Science, Political Science  
Florida State University

#### TOTAL YEARS OF EXPERIENCE

17 years

#### City of Knoxville Parks and Recreation System Master Plan

Knoxville, TN | On-going  
Role: Public Funding Specialist

#### City of Destin Parks and Recreation Master Plan

Destin, FL | On-going  
Role: Public Funding Specialist

#### City of Fort Myers Parks and Recreation System Master Plan

Fort Myers, FL | 2024  
Role: Public Funding Specialist

#### Williamson County Parks and Recreation System Master Plan

Williamson County, TN | 2023  
Role: Public Funding Specialist

#### City of Miami Parks and Recreation System Master Plan

Miami, FL | 2023  
Role: Public Funding Specialist

#### City of Boynton Beach Parks Master Plan

Boynton Beach, FL | 2023  
Role: Public Funding Specialist

#### City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan

City of South Fulton, GA | 2023  
Role: Public Funding Specialist

#### City of Ormond Beach Parks Master Plan

Ormond Beach, FL | 2022  
Role: Public Funding Specialist

#### City of Atlanta Comprehensive Parks and Recreation Master Plan

Atlanta, GA | 2022  
Role: Public Funding Specialist

#### Gwinnett County Comprehensive Parks and Recreation Master Plan

Gwinnett GA | 2021  
Role: Public Funding Specialist

#### City of Hollywood Parks Master Plan

Hollywood, FL | 2021  
Role: Public Funding Specialist



**Brian Trusty**

**PROS Consulting**

**Principal**

**Education**

B.S., Texas A&M University, 1995

M.S., Texas A&M University, 2000

**Employment History**

Principal, PROS Consulting, Jan. 2022-Present

Vice-President, National Audubon Society, Nov. 2012-2021

Vice-President, PROS Consulting, Jan. 2007 to Oct. 2012

Executive Director, Adventure Sports Center International (ASCI), May 2005 to Nov. 2007

Manager — Nature Park System, Lower Colorado River Authority, Sep. 2000 to March 2005

President and Founder, SierraQuest Corporation, Sep. 1993 to Aug. 2003



**Professional Experience**

Brian Trusty has enjoyed a 28-year career in parks and recreation, land and habitat management, tourism, and economic development that includes executive management responsibilities in private for-profit, private non-profit, and public organizations. Brian’s career includes managing an outdoor adventure tour program he founded that operated in 22 U.S. states, Canada, and Mexico; managing a system of nature parks for the Lower Colorado River Authority (LCRA) in Texas; leading the development and operation of the premier adventure sports destination on the east coast; performing strategic planning and management consulting for parks and recreation and land management agencies throughout the United States; and leading Audubon’s conservation and environmental education programs in Texas and the Central Flyway. Brian also led the charge in uniting and elevating Audubon extensive network of nature centers and wildlife sanctuaries throughout the United States for the last two years. Brian has served on the Texas State Parks Advisory Committee since 2013 as its Chair and was the primary author on the recent Committee recommendations to the Texas Parks and Wildlife Commission regarding financial sustainability for the Texas State Parks System in the future. This led to the successful passage of a state constitutional amendment in 2019 establishing a dedicated public funding source for Texas State Parks. In 2019, Brian was recognized as a Distinguished Alumni of Texas A&M’s Parks, Recreation and Tourism Sciences Department.

**Similar Project Experience**

- State of Kentucky Parks, Operations and Financial Strategic Plan
- Nashville, TN Parks and Recreation Master Plan
- Knoxville, TN Parks and Recreation Master Plan
- Chattanooga, TN Comprehensive Recreation Program Plan
- Georgia State Parks Business Development Planning
- Johns Creek, GA Parks and Recreation Master Plan
- Richardson, TX Parks and Recreation Master Plan
- Fort Worth, TX Athletic Field Study
- San Antonio, TX Youth Services Plan
- Texas State Parks Business Planning Services
- Olathe, KS Parks and Recreation Master Plan
- Derby, KS Parks and Recreation Master Plan
- Bays Mountain Regional Park Long Range Strategic Plan (Kingsport, TN)
- California State Parks Operations and Financial Plan
- Eastern Kentucky Regional Adventure Tourism Plan
- Maryland State Parks Operational and Financial Plan
- Central Iowa Water Trails Governance and Management Analysis (Des Moines, IA)
- City of Glendale, AZ Parks and Recreation Master Plan
- City of Sedona, AZ Parks and Recreation Master Plan



**Jayne Miller****PROS Consulting Principal****Education**

M.A., University of Maryland  
B.A., Midland Lutheran College

**Employment History**

CEO, Jayne Miller Consulting, June 2020 to present  
President/CEO, Pittsburgh Parks Conservancy, Feb. 2018 to Oct. 2020  
Superintendent, Minneapolis Park & Recreation Board, Nov. 2010 to Feb. 2018  
Director, Huron-Clinton Metropolitan Authority, March 2010 — Sept. 2010  
Community Services Area Administrator, City of Ann Arbor, Aug. 2003 to Feb. 2010  
Parks & Recreation Manager, City of Ann Arbor, Aug. 2000 to Aug. 2003

**Certification**

Certified Park and Recreation Professional

**Professional Experience**

Jayne is the founder and CEO of Jayne Miller Consulting. She has 40 years in parks, recreation and leisure services with over 20 years of executive level public and non-profit leadership experience. Jayne is an internationally recognized leader in the field of urban parks and recreation and an international leader in developing and implementing equitable investment strategies for park systems. She has held positions as the President & CEO of the Pittsburgh Parks Conservancy in Pittsburgh, PA.; Superintendent of the Minneapolis Park & Recreation Board in Minneapolis, MN.; Director of the Huron-Clinton Metropolitan Authority in Brighton, MI.; Community Services Area Administrator for the City of Ann Arbor in Ann Arbor, MI.; and Manager of Parks and Recreation for the City of Ann Arbor in Ann Arbor, MI. Jayne is routinely invited to present on leadership, equity, and management of urban park systems at international, national, regional and state conferences and workshops. Under Jayne's leadership the Pittsburgh Parks Conservancy (PPC) and the Minneapolis Park and Recreation Board (MPRB) have been recognized for their work on social equity. The Pittsburgh Parks Conservancy was the recipient of the National Recreation and Park Association's 2020 Innovation in Social Equity Award and the Pennsylvania Recreation and Park Society's 2020 Award of Excellence for the Restoring Pittsburgh Parks Initiative. The Minneapolis Park & Recreation Board received the Minnesota Recreation and Park Association's 2017 Award of Excellence for the 20-Year Neighborhood Park Plan. Jayne has also been recognized individually for her work. Currently, Jayne serves on the board of City Parks Alliance and serves as World Urban Parks board chair. She is a CAPRA Commissioner, Director of the Park Foundation School, and an American Academy of Park and Recreation Administration Fellow.

**Similar Project Experience**

- Louisville, KY Parks For All Action Plan, Parks and Recreation Master Plan
- Study of Maryland State Parks System
- BREC, East Baton Rouge Parish, LA Community Engagement Policy
- Cuyahoga Valley National Forest Conservancy Strategic Plan
- Pittsburgh Parks Conservancy, PA, Restoring Pittsburgh Parks, Parks and Recreation Master Plan
- Pittsburgh Parks Conservancy, PA, Led PPC fundraising in 2019 raising \$12.1M in 9 months — most funds raised in a single period over the PPC's 23-year history
- Minneapolis Park & Recreation Board, MN, 20 Year Neighborhood Park Plan
- Minneapolis Park & Recreation Board, MN, Secured 20 Year Neighborhood Park funding in a 20-year MPRB and City of Minneapolis agreement for over \$250M for park maintenance, rehabilitation and capital improvements
- Minneapolis Park & Recreation Boars, MN, Led MPRB efforts developing equitable investment strategies and implementation: Capital & Rehabilitation Projects, Recreation Center funding, and Racial Equity Action Plan addressing racial and economic equity
- Minneapolis Park & Recreation Board, MN, Improved operational capacity through improved operational effectiveness and reduction in annual operating expenses by \$2.3 million in Minneapolis Park System



**Leon Younger, CPRP**

**PROS Consulting**

**President**

**Education**

M.P.A., University of Kansas, Aug. 1988

B.S., Kansas State University, May 1975

**Employment History**

President, PROS Consulting, Sep. 1995 to present

Director/Chairman of the Board, Indianapolis Parks and Recreation, Apr. 1992 to Sept. 1995

Executive Director, Lake MetroParks (OH), Jun. 1988 to Mar. 1992

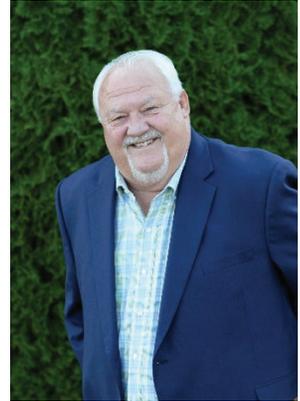
Director, Jackson County (MO) Parks and Recreation, Aug. 1983 to Jun. 1988

**Certification**

Certified Park and Recreation Professional

**Professional Experience**

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services. Leon is a recognized leader in applying innovative approaches to managing parks and recreation organizations. He has held positions as Director of Parks and Recreation in Indianapolis, IN; Executive Director of Lake Metroparks in Lake County, OH (Cleveland area); and Director of Parks and Recreation in Jackson County, MO (Kansas City). Leon is routinely invited to present his management and development philosophies at conferences, workshops, and training across the United States, as well as internationally. He is co-creator of the Community Values Model, a business model that synthesizes community & stakeholder input into a strategic plan. He regularly addresses sessions at the National Recreation and Park Association Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado. Currently, Leon is serving on the Board of Directors for the City Parks Alliance, the only independent, nationwide membership organization solely dedicated to urban parks.



**Similar Project Experience**

- Louisville, KY Parks For All Action Plan, Parks and Recreation Master Plan
- Gwinnett County, GA Parks and Recreation Master Plan; Maintenance Management Plan
- Athens Clarke County, GA Parks and Recreation Master Plan
- Georgia State Park Business Planning Services
- Charlotte/Mecklenburg County, NC Parks and Recreation Master Plan
- Jacksonville, NC Parks and Recreation Master Plan
- Apex, NC Parks and Recreation Master Plan
- Holly Springs, NC Parks and Recreation Master Plan
- Transylvania County, NC Parks and Recreation Master Plan
- Sioux Falls, SD Parks and Recreation Master Plan
- Carmel, IN Parks and Recreation Master Plan
- Derby Recreation Commission, KS Strategic Master Plan
- Shawnee County, KS (Topeka) Parks and Recreation Strategic Master Plan
- Merriam, KS Parks and Recreation Facilities Master Plan
- Lawrence, KS Parks and Recreation Master Plan
- Olathe, KS Parks and Recreation Master Plan & Recreation Center Feasibility Study
- City of Kansas City, MO Parks and Recreation Master Plan
- Westerville, OH Parks, Recreation and Open Space Master Plan
- Upper Arlington, OH Parks and Recreation Master Plan
- Prince George’s County, MD Functional Master Plan for Parks, Recreation and Open Space
- Cleveland Metroparks, OH Strategic, Financial and Operational Master Plan
- San Francisco, CA Recreation Plan and Needs Assessment





## **Travis Tranbarger, CPRP**

### **PROS Consulting**

#### **Senior Project Manager**

#### **Education**

B.S. Sport Administration, Ball State University

#### **Employment History**

Consultant, PROS Consulting; 2023 - present

Director of Parks and Recreation, Town of Brownsburg, IN; 2017-2023

Assistant Director of Parks and Recreation, Town of Brownsburg, IN; 2013-2017

Recreation Superintendent, Town of Brownsburg, IN; 2010 to 2013

Park Manager, City of Indianapolis, IN; 2006 to 2010



#### **Certification**

Certified Park and Recreation Professional (CPRP)

#### **Professional Experience**

Travis has nearly 20 years of experience in the field of parks and recreation. Over these years he has served urban and suburban park systems including a variety of types of recreation facilities.

His experience in the municipal setting includes overseeing immense organizational growth, finance management, grant writing, several large and minor park capital improvement projects, establishing operational policies and procedures, board management, instituting information technology systems for operational efficiencies, strategic community partnerships, and successful community engagement campaigns.

Travis has served on the Indiana Parks and Recreation Association's Board of Directors for more than 10 years in various capacities, including most recently, the President-Elect role, and was a past recipient of IPRA's Young Professional of the Year Award. He also serves on the Park Foundation of Hendricks County Board of Directors and is a past member of the Indiana Department of Natural Resources' Trail Advisory Board.

#### **Similar Project Experience**

- O'Fallon, MO Maintenance Management Plan and Parks and Recreation Master Plan
- Village of Woodlawn, OH Recreation Needs Assessment
- Wake Forest, NC Recreation Demand Study
- Philadelphia, PA Fairmount Park — Centennial District Master Plan Update
- Hayward Area Recreation District, CA Recreation Needs Assessment
- Burnsville, MN Parks and Recreation Master Plan
- Bloomington, MN Recreation Center Feasibility Study
- Marysville, OH Parks and Recreation Master Plan
- Powell, OH Parks and Recreation Master Plan
- Greenfield, OH Organizational Study
- Cleveland, OH Program Assessment
- Carmel, IN Parks and Recreation Master Plan
- Carmel, IN Monon Community Center and Waterpark Business Plans
- Brownsburg, IN Park Site Master Planning, Design, and Development
- Brownsburg, IN Multi-generational Community Center Pre-Design Plan
- Brownsburg, IN Aquatic Center Feasibility Study
- Lawrence, KS Program Assessment and Parks and Recreation Master Plan



**Stanford Harvey** FAICP  
Principal

**Credentials**

- Master of City Planning, Georgia Institute of Technology, 1994
- Master of Architecture, Georgia Institute of Technology, 1994
- Bachelor of Science, Architecture, University of Michigan, 1991
- Fellow, American Institute of Certified Planners

**Affiliations**

- Member, American Planning Association
- Member, Downtown Lexington Corporation
- Former Board Member, Neighbors of Montclair, Downtown Lexington Management District
- Kentucky Chapter / APA Treasurer, 2009-2014
- Georgia Planning Association, Vice President of Chapter Services, 2006-2007

Stan directs the Urban Design & Planning practice and the regional office in Lexington. He has over thirty years of experience, building upon both his background in architecture and city planning and his work for the City of Atlanta in the years preceding the 1996 Olympics.

Stan has served on numerous firm projects, including campus/precinct studies, downtown plans, neighborhood plans and transportation/land use studies. His specialty is conceptualization of planning processes, facilitating community participation, directing facility and infrastructure programs, and developing implementation strategies.

**Project Experience**

**Greenway Management Plan Update**

Lexington Fayette Urban County Government, Lexington, KY

**Town Branch Commons / Rupp District**

Lexington Fayette Urban County Government, Lexington, KY

**Arboretum Master Plan**

University of Kentucky, Lexington, KY

**Cardinal Valley Small Area Plan and Oxford Circle Redevelopment Feasibility Study**

Lexington Fayette Urban County Government, Lexington, KY

**Community Action Council Facilities Master Plan**

Community Action Council, Lexington, KY

**Lexington Legends Baseball Stadium Feasibility Study**

Lexington Legends, Lexington, KY

**Man O' War Boulevard / Harrodsburg Road Property Assessment**

Webb Companies, Lexington, KY

**Grow Smart Plan**

Fayette Alliance, Lexington, KY

**Lexmark Land Planning**

Lexington, KY

**North Limestone Sustainability Plan**

N. Limestone Community Development Corporation, Lexington, KY

**Armstrong Mill Road West Neighborhood Small Area Plan**

EHI Consultants, Lexington, KY

**East End Neighborhood Plan**

EHI Consultants, Lexington, KY



**Jordan Sebastian** ASLA, PLA  
Landscape Architect

## Credentials

- Professional Landscape Architect: KY (936), MD (0004311), VA (002216)
- Master of Landscape Architecture, University of Michigan, 2012
- Bachelor of Science, Landscape Architecture, University of Kentucky, 2010

## Affiliations

- American Society of Landscape Architects
- KY Chapter ASLA Executive Committee: Past President

## Awards

- Town Branch Water Walk, American Planning Association, Kentucky Chapter, Outstanding Use of Technology: Civic Engagement, 2016
- American Society of Landscape Architects Merit Award, 2010

Jordan is a landscape architect project manager with a background in community planning, non-motorized trail systems, urban design and landscape architecture. His professional experience includes a wide range of project types, including but not limited to: detailed site plans, master planned communities, athletic complex design, streetscape design, historic preservation, and private and public amenity spaces.

Jordan has experience in all phases of the design and construction process, from concept and schematic design, through construction administration.

## Project Experience

### **Greenway Management Plan Update**

Lexington Fayette Urban County Government, Lexington, KY

### **Town Branch Commons / Rupp District**

Lexington, KY

### **Arboretum Master Plan**

University of Kentucky, Lexington, KY

### **North Broadway Median Improvements**

Lexington Fayette Urban County Government, Lexington, KY

### **Winburn Small Area Plan**

Lexington Fayette Urban County Government, Lexington, KY

### **Meadowthorpe Landing Affordable Senior Housing**

AU Associates, Lexington, KY

### **Oasis at Kearney Creek Affordable Senior Housing**

AU Associates, Lexington, KY

### **Polo Club Affordable Senior Housing**

AU Associates, Lexington, KY

### **Lexington VA Medical Center Apartments**

Lexington Downtown Development Authority, Lexington, KY

### **Lextran Property - Loudon Avenue Development Plan**

Lexington, KY

### **RD1 Distillery Fit-up**

RD1 Spirits, Lexington, KY

### **1301 West Main Street Mixed Use**

Turner Developments, Lexington, KY

### **Turner Commons Development Plan**

Turner Developments, Lexington, KY



**Kevin Kinney** ASLA, PLA  
Landscape Architect

Kevin is a landscape architect with a strong background in parks and recreation and urban design focusing on community engagement. His professional experience spans a wide range of project types, including sustainable streetscapes, urban plazas, schoolyards, playgrounds, park planning, and amenity spaces. He has gained experience designing for the public realm on projects of varying scale from small urban spaces to large-scale park master planning.

### Credentials

- Professional Landscape Architect: KY [1020]
- Bachelor of Landscape Architecture, Iowa State University, 2017

### Affiliations

- American Society of Landscape Architects

### Awards

- American Society of Landscape Architects Student Merit Award, 2016

### Project Experience

#### **Greenway Management Plan Update**

Lexington Fayette Urban County Government, Lexington, KY

#### **Turner Commons Development Plan**

Turner Developments, Lexington, KY

#### **Delta Gamma Sorority House**

Delta Gamma Sorority - University of Kentucky Chapter  
Lexington, KY

#### **RST Charlottesville**

RST Development Group, Charlottesville, VA

#### **RD1 Distillery Fit-up**

RD1 Spirits, Lexington, KY

#### **North Broadway Median Improvements**

Lexington Fayette Urban County Government, Lexington, KY

#### **1301 West Main Street Mixed Use**

Turner Developments, Lexington, KY

#### **Castlewood Schoolyard <sup>IE</sup>**

New York City Department of Parks and Recreation  
Glen Oaks, NYC

#### **Rockaway Beach 98th Playground <sup>IE</sup>**

New York City Department of Parks and Recreation  
Far Rockaway, NYC

#### **Yocom Park Master Plan <sup>IE</sup>**

City of Chariton  
Chariton, IA

#### **Raccoon River Park Master Plan <sup>IE</sup>**

City of West Des Moines  
West Des Moines, IA

*IE - Individual Experience with Another Firm*



# RICHARD YOUNG (CIVICLEX)

## Founder + Executive Director

As founder of CivicLex, Richard Young has grown the organization from no staff to eight full-time staff, reaching 100k+ residents annually with a \$700k+ annual budget. He has led fundraising of over \$5M from various philanthropies, including Knight Foundation, Rockefeller Foundation, Porticus, Omidyar Network, Walton Family Foundation, and the National Endowment for the Arts. He is responsible for all aspects of the organization's growth and development, including board governance, long-term vision and strategy, financial management, human resources and organizational administration, program design and creation, and more. He led the creation of all programs from scratch, including Kentucky's first-ever Civic Artist in Residence program, a collaborative journalism fund supported by the Lenfest Institute and Facebook Journalism Project, a first-of-its-kind locally-focused K-12 civics curriculum, and more.

Since its founding, CivicLex has hosted over 1,000+ civic education workshops, events, and community conversations and published hundreds of articles that have been read/used hundreds of thousands of times. CivicLex is now a nationally-recognized best practice in the fields of local news, civic education pluralism & bridge building, co-governance, and more. CivicLex's work has been cited by numerous leaders in the Democracy space as a solution for rebuilding democracy for the 21st Century, including the Allen Lab for Democracy Renovation at Harvard, New America, the Library of Congress, and the American Academy of Arts & Sciences.

### EDUCATION

University of Cincinnati, College-Conservatory of Music Bachelors of Music, Double Bass Performance, 2011.

### AWARDS, PROFESSIONAL ACKNOWLEDGEMENTS

Ashoka Fellow (2025 - Present)  
Fellow, Bertelsmann Foundation (2024)  
Advisor, Trust for Civic Life (2023)  
Emerging Leader, Institute for Nonprofit News (2023)  
Vanguard, NextCity (2022)  
Marshall Memorial Fellow, German Marshall Fund of the United States (2019)  
Emerging City Champion, Knight Foundation & 8-80 Cities (2016)  
Community Innovation Fellow, University of Kentucky (2015)

### OTHER SELECTED RELEVANT EXPERIENCE

#### North Limestone Community Development Corporation, Co-Founder & Executive Director

From 2013 to 2016, Young led the organization, growing it from no operating budget to \$1M annual operating and programmatic budget in 2015. He raised more than \$4M in grant funding in 2.5 years, including investments from the Knight Foundation, Kresge Foundation, ArtPlace America, and the National Endowment for the Arts, and more. Young designed and launched several programs including affordable housing development, multiple neighborhood planning initiatives, creation of public art, programming of public spaces, stormwater remediation programs, and multiple neighborhood granting programs. He also led creation, research, and authorship of a multi-year community development master plan with the community, focused on equitable cultural redevelopment strategies; and facilitated creation of new city zoning classification (PUD-2) and first-ever municipal funding for a neighborhood-focused CDC in Lexington.

#### Kentucky Rural-Urban Exchange, Founding Steering Committee Member

Since 2015, Young has served as a steering committee member for the nation's foremost network examining rural-urban interdependence and community cohesion. He is currently serving as co-lead evaluator for National Endowment for the Arts-supported Case Studies and lead for Bush Foundation-funded adaptation in Minnesota.

### VOLUNTEER CIVIC PARTICIPATION

LION Publishers, Board Member	2015-Present
University of Kentucky Gaines Center for the Humanities, Board Member	2019-Present
Public Art Commission, Lexington-Fayette Urban County Government, Member	2019-Present
Central Music Academy, Board Member	2019-Present
Lexington Census 2020 Complete Count Committee, Chair	2019-2021
Infill & Redevelopment Commission, Lexington-Fayette UCG, Member	2018-Present
Chamber Music Festival of Lexington, Board Member	2017-Present



## **KIT ANDERSON (CIVICLEX)**

### Deputy Director

As Deputy Director, Kit Anderson manages and implements special projects, including public engagement and field building contracts. She oversees and manages daily operations, including budgets, compliance, and administration. Anderson manages and implements CivicLex programming focused on civic transformation and institutional reform, representing CivicLex in national and local partnerships and stakeholders, collaborate on programming, development, and communications, including on programs for civic education, news and reporting, social cohesion, research, and community engagement. She brings experience in public engagement and outreach, stakeholder engagement, survey creation, web design, qualitative research, project management, statistical analysis, GIS, and resource creation.

#### **EDUCATION**

Macalaster College, Bachelor of Science, 2017.



## **HALEY WARTELL (CIVICLEX)**

### Communications Specialist

Haley is responsible for all communications at CivicLex, creating and planning social media and email marketing content, creating print materials, managing website and email content, and creating presentations. Haley also assists with K-12 Work, teaching workshops and facilitating community organizations to visit public high schools. Accomplishments include a rebrand of the organization in 2023, creating print guides for the upcoming election year, and developing

#### **EDUCATION**

Colorado State University, Bachelor Science in Natural Science, Concentration in Biology, 2022.



## **LILLY BRAMLEY (CIVICLEX)**

### Project Specialist

Lilly collaborates with the Deputy Director on consulting tasks and special projects, ensuring alignment with CivicLex’s strategic goals and mission, and contributing to the success of key initiatives. She often leads public outreach campaigns, including events with attendance in the hundreds, strengthening community relationships, awareness, and trust. Accomplishments include coordinating and executing events such as Walk to a Park Day and Bluegrass River Run at Kelleys Landing, overseeing planning, logistics, and on-site management to ensure seamless event experiences.

She develop marketing strategies in collaboration with the Communication Specialist, to promote upcoming events, programs, and projects, with a focus on expanding reach and engagement. Lilly has conducted comprehensive research, including public surveys and field observations, to provide analytical insights and produce detailed reports for Lexington-Fayette Urban County Government (LFUCG) Boards and Commissions, informing critical decision-making.

#### **EDUCATION**

University of St. Andrews, Master of Research, Social Anthropology, 2022.  
University of Kentucky, Bachelor of Arts, English and Anthropology, 2020.



EDWARD HOLMES  
PRESIDENT

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States.

**SPECIALTIES:** Urban planning / urban design, comprehensive planning, zoning and subdivision regulation plans, neighborhood plans, housing market studies, community engagement and outreach. He has been recognized by the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his planning efforts in comprehensive and neighborhood planning, environmental justice and farmland preservation.

EDUCATION

University of Cincinnati  
Bachelor of Arts, Urban Planning & Design

PROFESSIONAL AFFILIATIONS

American Planning Association

PROJECT EXPERIENCE

- Douglass Pool Engagement, Lexington, Kentucky
- Splash! at Charles Young Park, Lexington, KY
- Lexington Parks Master Plan, Lexington, Kentucky
- Aquatics Master Plan, Lexington, Kentucky
- Davis Park Park Plan, Lexington, Kentucky
- Monk to Mill Greenway & Multi-use Trail, Rocky Mount, North Carolina
- Armstrong Mill Small Area Plan; Lexington/Fayette County, Kentucky
- Greenway Manual Update, Lexington, Kentucky
- Legacy Trail Phase I & III, Lexington, Kentucky
- South Park Urban Village Plan; Lexington/ Fayette County, Kentucky
- East End Small Area Plan; Lexington/Fayette County, Kentucky
- West Side Neighborhood Plan; Paris/Bourbon County, Kentucky
- Newtown Pike Extension; Lexington/Fayette County, Kentucky
- Franklin Kentucky Comprehensive Plan; Franklin, Kentucky
- Bourbon County Comprehensive Plan; Bourbon County, Kentucky



RYAN HOLMES  
PROJECT MANAGER

Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, Mr. Holmes’ responsibilities focus on master planning, sustainable/green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has provided technical expertise in low impact development (LID), green infrastructure (GI), and stormwater best management practice (BMP) design and has the ability to conceptualize and develop innovative solutions to complex problems.

EDUCATION

University of Louisville  
Bachelor of Science, Business Administration

University of Cincinnati  
Master of Business Administration

University of Cincinnati  
Master of Community Planning

PROFESSIONAL AFFILIATIONS

American Planning Association

PROJECT EXPERIENCE

Comprehensive Opportunity Assessment, Lexington, Kentucky

Shillito & Southland Parks Parking Lots, Lexington, Kentucky

Brighton Trail, Lexington, Kentucky

Town Branch Commons, Lexington, Kentucky

Town Branch Park, Lexington, Kentucky

Davis Park Plan, Lexington, Kentucky

Franklin Kentucky Comprehensive Plan; Franklin, Kentucky

Elizabethtown Comprehensive Plan; Elizabethtown, Kentucky

Armstrong Mill Small Area Plan; Lexington/Fayette County, Kentucky

Winburn/Russell Cave Neighborhoods Plan; Lexington/Fayette County, Kentucky

Cynthiana, Harrison County, Berry Comprehensive Plan; Harrison County, Kentucky

West Side Neighborhood Plan; Paris/Bourbon County, Kentucky

Ohio River Bridge Project; Louisville Kentucky and Southern Indiana

Airport Master Plan Louisville international Airport (SDF); Louisville, Kentucky

University of Louisville Master Plan; Louisville, Kentucky



## Richard B. Singer, Senior Director of Consulting Services

**Richard Singer** first joined the National Golf Foundation (NGF) consulting staff in 1989 after completing his Finance MBA at the University of Florida and was named Director of Consulting Services in 1997 and Senior Director in 2015. Mr. Singer has successfully managed the NGF’s well-known golf consulting practice with an industry-respected track record of success and a reputation for delivering projects on time and on budget. Mr. Singer is now widely viewed as the leading municipal golf facility consultant available in the United States.

### *Experience*

Mr. Singer’s background includes hands-on experience in the following functional areas:

- Golf Facility Feasibility Analysis
- Financial Analysis
- Golf Business Valuation
- Golf Operations Consulting
- Business Plan Preparation
- Golf Market Analysis
- Economic Impact Analysis
- Clubhouse Programming
- Golf Club Marketing
- Golf Course Master Planning
- Public Presentations
- Proposal Writing

**Golf Facility Operations and Marketing Consulting** – Mr. Singer’s golf facility operations consulting assignments comprise all aspects of golf facility operations, with focus on improving profitability through revenue enhancements, improved marketing and expense control. A significant aspect of golf operations consulting in the 2010s has been finding ways to preserve failing golf courses through physical and marketing enhancement, as well as considerations for assistance in re-purposing golf courses to some alternate (non-golf) use.

### *Key Accounts Managed*

**Selected public sector clients in 2016-2024** include: Federal City, D.C. (3-facility review of operations and capital planning); State of Georgia (7-course review of operations and outsource assistance); City of Dayton, OH (3-facility operations review and re-purpose considerations); United States Air Force (On call to review golf operations); City of Detroit (4-course strategy to keep City courses open); Town of Oro Valley, AZ (golf reduction / partial re-purpose plan); Jekyll Island Authority, GA (golf master plan preparation); PenMet Parks District, WA (golf facility operations and lease review); Town of Mooresville, NC (Strategic Planning); Borough of Sea Bright, NJ (beach/pool club development); City of Coronado, CA (GC performance benchmarking); the City of Aurora, IL (new investment feasibility); Forest Preserve District of Cook County, IL (11-course operations / sustainability review). These public sector projects include extensive participation in public meetings and a defense of project work.

**Representative regional market and economic impact clients in 1999-2024** include: the State of West Virginia (Statewide ‘Golf Trail’ study); Golf Tourism Solutions (Myrtle Beach Regional EIA); States of Oklahoma, Colorado, Oregon, Massachusetts, Michigan, New Hampshire, Minnesota (Statewide Economic Impact Study); Bonita Bay Properties; *Golf 20/20* – Raleigh-Durham MSA Study; GATX Capital Golf Group; C. Cabot Incorporated; Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.; Public Finance Consultants Inc.; and Morgan Stanley – Dean Witter.

### *Background/Education*

Mr. Singer is a long-time resident of Palm Beach County, Florida and grew up around the North Palm Beach Country Club. He earned his Bachelor’s degree in marketing and Insurance from the University of Florida in 1985 and worked as a financial consultant for Northwestern Mutual Life and Baird Securities before earning an MBA in Real Estate Finance from the University of Florida in 1989. Mr. Singer is a Licensed Real Estate Broker in Florida (Lic. #BK3077126) and is a member of the Palm Beach County Sports Commission and the Citrus Bowl Committee.



### Edward Getherall, Senior Associate Consultant

Ed Getherall joined the NGF Consulting staff as Project Analyst in 2000 after several years of subcontracting consulting services to the NGF. Mr. Getherall, who was promoted to Senior Project Director in 2001 and Director of Consulting Services in 2015, has been instrumental in cementing NGF Consulting’s status as the leader in municipal golf facility consulting, with a particular focus on improving municipal golf course marketing and making smooth transitions to alternative operating structures for their golf systems.

Mr. Getherall has also directed NGF’s effort to be the leading industry resource for accurate golf market information pertaining to facility activity levels, revenue center performance, and green fee levels and trends. Since joining NGF Consulting, Mr. Getherall has become a respected industry authority on food & beverage operations, clubhouse renovation / replacement, municipal golf management alternatives, outsourcing assistance (RFP preparation / analysis of responses / contract negotiations), and other areas of expertise.

#### *NGF Consulting Projects Experience*

Mr. Getherall’s extensive business and marketing background has enhanced NGF Consulting’s ability to provide expertise to the facility segment of the golf industry. With over 25 years in NGF’s Consulting division, Ed has been the lead project director for more than 150 consulting assignments, covering a broad range of services, including public and private golf course feasibility studies, acquisition studies, operations reviews, golf-related real estate absorption analyses, pricing / market positioning analyses, and clubhouse renovation studies.

#### *Partial List of Clients*

- |                             |                                |                              |
|-----------------------------|--------------------------------|------------------------------|
| City of Houston, TX         | City of Palm Springs, CA       | Union League of Philadelphia |
| Toll Brothers Golf, PA      | City of Palo Alto, CA          | Google (Planetary Vent.), CA |
| City of Alameda, CA         | Presidio Trust, CA             | State of California Parks    |
| City of Omaha, NE           | City of Yonkers, NY            | City of White Plains, NY     |
| City of New York, NY        | City of San Diego, CA          | Woodbridge Township, NJ      |
| Fairfax County, VA          | City of Portland, OR           | Federal City Council, D.C.   |
| Miami-Dade County, FL       | Ft. Belvoir GC (U.S. Army), VA | Palm Beach County, FL        |
| City of Concord, CA         | Municipality of Anchorage, AK  | City of Reno, NV             |
| City of Lake Havasu, AZ     | City of Tempe, AZ              | City of Oakland Park, FL     |
| Kealakehe Ahupua’a 2020, HI | City of San Francisco, CA      | US Dept. of Defense, D.C.    |
| City of Mission Viejo, CA   | Mecklenburg County, NC         | Santa Clara County, CA       |

#### *Background/Education*

Prior to joining the NGF, Mr. Getherall held several positions in the business community including extensive marketing work for such organizations as South Florida Blood Banks, Inc., the Florida Lottery, and the American Cancer Society. His areas of expertise cover a broad spectrum of marketing activity, including research, product management, and special event planning and consulting.

Mr. Getherall earned his M.B.A. from the University of Florida with a concentration in finance. Ed also achieved his undergraduate degree at Florida with a B.S. in Business Administration (Marketing). With a diversified educational and professional background in both marketing and finance, Mr. Getherall has the experience and knowledge to assist in all aspects of golf facility management, marketing, operations, and development.



## Bill Golden, Senior Associate Consultant

Bill Golden brings more than two decades of leadership experience in golf, tourism, and business development, with a proven record of building coalitions and delivering measurable growth in the game and the business of golf. He has led major destination marketing organizations, guided cooperative golf initiatives, and advised facilities, municipalities, and associations on long-term strategy, revenue generation, and consumer engagement.

As the longtime leader of golf marketing in Myrtle Beach, one of the world's most successful golf destinations, he directed programs that strengthened the region's position as the "*Golf Capital of the World*," driving record levels of play and measurable economic impact. He has also been instrumental in projects such as the Oklahoma Golf Trail and Golf Prince Edward Island, helping shape sustainable models for cooperative golf marketing, corporate partnerships, and technology-driven consumer engagement.

With deep expertise in golf tourism, facility consulting, and economic development, Bill has earned a reputation as a consensus builder who brings diverse stakeholders together for shared success. He now applies this experience in support of NGF clients, with a focus on facility consulting, municipal golf initiatives, and economic impact studies.

### *Background/Education*

Bill is a graduate of Villanova University. He is an avid golfer and outdoor enthusiast, based in South Carolina and soon relocating to Florida to continue his work with NGF.



## Jodi Reilly, Research Business Manager

With thirteen years' client services experience at the National Golf Foundation and more than 17 years of golf facility experience, Mrs. Reilly brings extensive knowledge of municipal, upscale public, semi-private and private club experience to NGF Consulting. She currently manages support services for the Consulting / Research division and specializes in coordinating responses to government Requests for Proposals (RFPs) and the administrative aspects of contract compliance. Mrs. Reilly provides assistance in market research and prepares GolfMAP statistical reports for NGF members and clients.

### *Background and Education*

Prior to joining the NGF, Mrs. Reilly held several positions in the Philadelphia Section including: owning the pro shop at Twining Valley Golf & Fitness Club, Dresher, PA; Golf Operations Concierge at Philadelphia Cricket Club, Flourtown, PA; Buyer and Outing Coordinator for Blue Bell Country Club, Blue Bell, PA; Marketing Director for Center Valley Club, Center Valley, PA. In 1997, she earned a Bachelor of Science degree in Graphic Design from the Pennsylvania College of Technology.



## **KEVIN H. HARGRAVE** **+Golf Course Architect**

After graduating from Purdue University with a degree in Landscape Architecture, Kevin began his career spending 3 years as a Construction Superintendent for a national Golf Course Contractor working on both new projects and renovations in Michigan, Ohio, Georgia, Nebraska & Wisconsin. In July of 1996, Kevin was hired by renowned Golf Course Architect, Keith Foster specializing in the renovation & restoration of classic golf courses throughout the United States. Within a span of three years, Kevin became the lead and sole Design Associate of his firm. For 30 years now, Kevin has worked closely with Keith and has played an active role in both the design, renovation & restoration of over 70 golf courses designed by some of the great architects of all time such as Donald Ross, A. W. Tillinghast, Harry Colt & Hugh Alison, Perry Maxwell, C. B. MacDonald, Seth Raynor, Dick Wilson, Walter Travis, Herbert Fowler & Willie Dunn Jr. Many of these courses are high profile and have hosted a total of over 40 National Championships since their inception.

Due to Kevin's unique partnership with Keith Foster along with Keith's desire to limit the amount of Programs his firm takes on to only 1 - 2 per year, in February of 2005, Kevin established his own firm. Since then, Kevin has developed his own clientele in conjunction with his continued association with Keith and his projects. Kevin's portfolio & existing clients currently sits at over 30. Kevin is involved in all aspects of the design process including (but not limited to) following Job Leads, Consultations, Site Surveys, Committee Meetings, Project Design, Defining Scope, Budget Numbers, Master Plan Development, Preliminary Cost Estimates, Presentations, Preparation of Construction Documents, Specifications, Bid Coordination, Bid Analysis, Construction Administration, Program Management & Construction Review.

### **EDUCATION**

Purdue University, Bachelor of Science in Landscape Architecture. 1994.

### **SELECTED RELEVANT PROJECTS**

**Lexington Country Club Master Plan and Renovation**  
Lexington, KY | 2023

**Meadowbrook Country Club Master Plan and Renovation**  
Ballwin, MO | 2021

**Mission Hills Country Club Master Plan and Renovation**  
Mission Hills, KS | 2021

**The Silo Club Master Plan and Renovation**  
Nevada, IA | 2025

**Anthem Country Club Renovation**  
Henderson, NV | 2022-Present

**Pinecrest Country Club Master Plan and Renovation**  
Longview, TX | 2024-Present



**Counsilman · Hunsaker**  
AQUATICS FOR LIFE

## GEORGE DEINES

### Feasibility Lead

#### PROFESSIONAL BACKGROUND

George has worked on over 175 aquatic facility projects spanning 34 states in his years with Counsilman-Hunsaker. When you couple this with his 20+ years of municipal aquatic experience, he understands the need for and operation of municipal aquatic centers, whether they are indoor or outdoor, competitive or leisure. George has used this experience to speak on a variety of topics related to aquatics at national conferences such as the Association of Aquatic Professionals, Athletic Business, the National Recreation and Park Association, NIRSA and the World Waterpark Association, and has spoken at state conferences in Arizona, Arkansas, Illinois, Michigan, Nevada, Oklahoma, Texas, Virginia, Washington, and Wisconsin.

#### NOTABLE PROJECTS

City of Yukon (Audit) – OK  
 City of Richland Hills (Study) – TX  
 City of West Memphis (Study) – AR  
 Coronado Aquatic Center (Study) – CA  
 Covington Recreation Center (Study) – Opelika – AL  
 Derry Aquatic Center (Business Plan and Study) – PA  
 Doral Aquatic Center (Study) – FL  
 Eanes ISD – Westlake High School (Study) – Austin – TX  
 Henderson Aquatic Center (Study) – KY  
 Jackson County Recreation Center (Study) – Cullowhee – NC  
 Keiser University (Study) – West Palm Beach – FL  
 Kiwanis Pool (Study) – Portland – ME  
 Manhattan Aquatic Center (Study) – KS  
 Marilla Pool (Study) – Morgantown – WV  
 Patagonia High School Pool (Study) – AZ  
 Rohner Recreation and Park District (Study Update) – Fortuna – CA  
 Springfield Downtown YMCA (Study) – OH  
 Topton Pool (Study) – PA  
 Trophy Club Community Swimming Pool (Audit) – TX  
 University of Tennessee – Martin – Elam Center Competition Pool (Audit) – TN  
 Village of Waunakee Aquatic Center (Study) – WI

#### CONFERENCE SPEAKING

*Developing your Aquatic EAP: Essential Aquatic Philosophies* – Illinois Park and Recreation Conference, 2022

*Finding Success with Five Types of Aquatic Employees* – Michigan Park and Recreation Conference, 2021

*Conversing with Council, and Developing your Aquatic EAP: Essential Aquatic Philosophies* – Texas Park and Recreation Conference, 2021

#### EDUCATION

University of North Texas  
 Bachelor of Arts – 2000

Dallas Theological Seminary  
 Master of Arts – 2006

#### YEARS OF EXPERIENCE

With Counsilman-Hunsaker  
 2014 – Present

#### PAST EXPERIENCE

2007–2014:

Aquatics Manager  
 City of Garland, TX  
 Parks, Recreation &  
 Cultural Arts Department

2000–2007:

Aquatics Coordinator  
 Aquaducks Head Swim Coach  
 City of Plano, TX  
 Parks and Recreation Dept.

#### CERTIFICATIONS

Certified Pool Operator – PHTA

#### PUBLICATIONS

“Setting The Value of Municipal Aquatic Centers.” [World Waterpark](#). June 2021: 30:35

“COVID 19 Challenges Summer Pool Programs.” [Texas Recreation and Park](#). Nov 2020: 26:28

The Three S’s – Key to a Successful Aquatic Operation.” [Park and Rec Business](#). April 2020: 20:23



**JASON MORADO**

**Senior Project Manager**

ETC Institute

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[jason.morado@etcinstitute.com](mailto:jason.morado@etcinstitute.com)

(913) 254-4514



**EDUCATION**

M.B.A., Webster University, 2009

B.S. in Business Administration – Marketing, Avila University 2000

**SUMMARY OF EXPERIENCE**

Mr. Morado has over 17 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 500 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics.

**RELEVANT PROJECT EXPERIENCE**

**Citizen Satisfaction Surveys**

Mr. Morado has served as a project manager for over 200 citizen satisfaction surveys for local governmental organizations. Some of these organizations include:

- Addison, TX
- Atchison, KS
- Arlington County, VA
- Bensenville, IL
- Cabarrus County, NC
- Camas, WA
- Cedar Hill, TX
- Clayton, MO
- Coral Springs, FL
- Creve Coeur, MO
- Davenport, IA
- Durham, NC
- Durham County, NC
- Elgin, IL
- Enterprise, AL
- Fayetteville, NC
- Gardner, KS
- Greenville, NC
- High Point, NC
- Henderson, NV
- Hyattsville, MD
- Independence, MO
- Jackson, MO
- Johnston, IA
- Kirkwood, MO
- Las Vegas, NV
- Lawrence, KS
- Manassas, VA
- McAllen, TX
- Meridian, ID
- Mesquite, TX
- Miami, FL
- Missouri City, TX
- Montrose, CO



**RYAN MURRAY**

**Project Manager**

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[rmurray@etcinstitute.com](mailto:rmurray@etcinstitute.com)  
(913) 254-4598



**EDUCATION**

B.S., Public Administration, The University of Kansas

**SUMMARY OF EXPERIENCE**

Mr. Murray has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Project Manager includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. In his previous role he planned, coordinated and supervised the administration of large-scale origin-destination transportation studies on over a dozen projects throughout the country. Mr. Murray has worked as a Project Manager on projects for over 50 state, county, local, and private sector clients. Below are some examples of the clients Mr. Murray has worked for.

**PARKS AND RECREATION PROJECT EXPERIENCE**

Mr. Murray has served as a project manager for over 100 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Aberdeen, South Dakota
- Addison, Texas
- Albemarle County, Virginia
- Ankeny, Iowa
- Arlington County, Virginia
- Auburn, Georgia
- Austin, Texas
- Barrington, Illinois
- Beaver Creek, Ohio
- Bend, Oregon
- Berkshire Township, Ohio
- Billings, Montana
- Cape Coral, Florida
- Chandler, Arizona
- Chatham County, North Carolina
- Cincinnati, Ohio
- Coconut Creek, Florida
- Colleyville, Texas
- Corpus Christi, Texas
- Dallas County, Iowa
- Dania Beach, Florida
- Deerfield Township Ohio
- Delaware County, Ohio
- Denver, Colorado
- Derby, Kansas
- Downers Grove, Illinois
- Dundee, Illinois
- Durango, Colorado
- Eau Claire, Wisconsin
- Edgewater, Colorado
- Elon, North Carolina
- Estero, Florida



## 4 Proposed Approach

### Introduction

The PP+D Team has reviewed the Scope included in the Lexington-Fayette Urban County Government (LFUCG) RFP and find it to be similar to the Scope that the PP+D Team has used to collectively complete over 500 Parks and Recreation Master Plans for agencies throughout the United States.

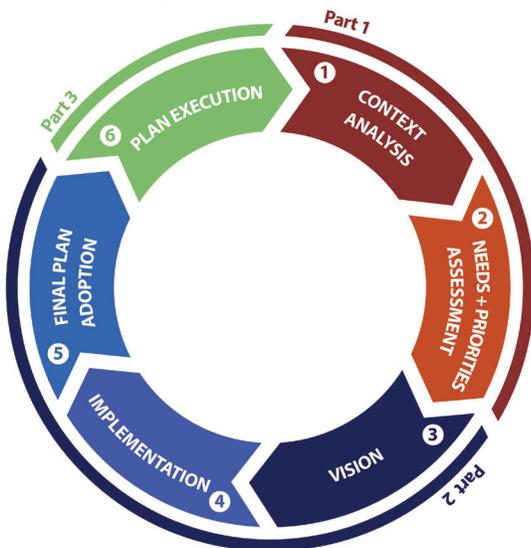
We have organized all of the LFUCGs proposed scope items under our unique, proven process that we've refined over the last 20 years based on our extensive experience, which we continue to adapt to the values and needs of the communities that we work with.

**The PP+D Team's process integrates seamlessly with the LFUCG's proposed two phased approach to the project. To avoid confusion in the following approach, we are rephrasing the LFUCG's desired Phase 1 and Phase 2 to Part 1 and Part 2.**

We actually prefer this 2-Part Approach as it provides an opportunity to confirm identified parks and recreation needs and priorities before proceeding to discuss the LFUCG's appropriate response to the identified parks and recreation needs and priorities.

Below is a diagram of how our proven phased approach aligns with the LFUCG's 2-Major Parts. Specifically, it illustrates our primary 5 phases, which ultimately lead to a 6th phase based on the recommendations of the Plan. As illustrated by the circular shape of the diagram, in 5 to 10-years, the process starts all over again when the LFUCG updates the Parks and Recreation Master Plan.

**PP+D's Proven Parks and Recreation System Planning Process Diagram**



This approach is grounded in a time-tested and well-respected approach to parks and recreation system planning, supported by research into innovative methods and the latest thinking in the parks and recreation industry.

For the LFUCG's consideration, we also recommend adding a few tasks that we have found to be important. These are identified in *blue italicized text* in the following pages. Specifically, these tasks serve to achieve the following:

- Maximize project recognition and increase public engagement.
- Ensure inclusive and meaningful participation from residents, businesses, and other key groups, including park users as well as non-park users.
- Ensure an actionable and achievable plan that does not sit on the shelf and is aligned with the City's long-term goals.
- Ensure buy-in and adoption of the plan by LFUCG leaders and elected officials.

Prior to commencing the project, should the PP+D Team be fortunate to be selected for the project, we would be happy to conduct a "Scoping Workshop" - at no cost to the LFUCG - to review and discuss the project scope to make sure that it meets the LFUCG's specific needs.

PP+D takes pride in being very flexible and nimble with our Clients. If throughout the project the City learns that it is more beneficial for the project that we move, replace, remove, or adjust tasks, we are happy to do it to ensure that the LFUCG is happy with the Plan. **Ask any of our Clients, PP+D never asks for Additional Services.**

The following pages contain a detailed description of our proposed Scope of Work. Deliverables per phase are discussed in Section 6 - Deliverables.



## Proposed Scope of Work

### Beginning of the LFUCG’s Proposed Part 1 Phase 1 – Context Analysis

Phase I is designed to establish a strong foundation for the parks and recreation master planning process through the analysis of three Contexts:



**Planned Context** - Review of previous LFUCG planning studies.



**Demographic Context** - Review of LFUCG’s existing and projected demographics.



**Park System Context** - Assessment of the existing conditions of the parks system.

Following are the tasks that PP+D proposes to complete for Phase 1-Context Analyses.

**1.1 Project Management + Coordination:** PP+D will coordinate our work with the LFUCG’s Project Manager. PP+D will hold regular bi-weekly meetings with LFUCG Staff to review progress, present information, and discuss the direction of remaining portions of the project. It is envisioned that one of the bi-weekly meetings will include a meeting with City Administration to provide an update of the process.

In an effort to keep the project on schedule, we have found that pre-scheduling project milestone dates such as deliverable submittal dates, LFUCG review periods, public engagements, presentations, etc., is key to the project remaining on schedule. On pages 60-61, you will find a detailed preliminary draft project schedule for the LFUCG’s review. We are happy to revise this schedule per the LFUCG’s desires.

**1.2 Project Branding:** PP+D proposes to develop three project branding options for the LFUCG including logos, fonts, and colors and submit them to the LFUCG for review. PP+D will revise one of the selected options per the LFUCG’s comments and develop a final brand for the project. PP+D will then use the logo to develop business cards for the project that can be distributed to encourage participation in the planning process. Additionally, the project brand will be included in all project documents.

**1.3 Interactive Project Website:** The PP+D Team will develop an interactive project website for the project. We propose using third party providers such

as Publicinput.com, Social Pinpoint, ArcGIS Survey 123 or similar that allow the project to not only have a presence in the internet but also allow visitors to provide feedback about the process as desired by the LFUCG in multiple languages.

For Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment, we envision the interactive website providing two primary exercises:

- **Interactive Map** - This exercise allows users to navigate throughout the City and provide comments related to topics desired by the LFUCG. The PP+D Team will work with the LFUCG to identify those topics.
- **Brief Introductory Survey** - The PP+D Team will work with the LFUCG to develop a brief introductory survey to collect preliminary input on the Master Plan process.

CivicLex would analyze the findings and integrate the findings into the Context Analysis Summary Report.

**1.4 Lexington Parks and Recreation Staff and Executive Committee Project Kick-Off Meetings:** PP+D will complete in-person Kick-Off Meetings with Parks and Recreation Staff and the Executive Committee. The purpose of these kick-off meetings will be review the project scope, schedule, expectations, roles and responsibilities. Specifically, the Kick-Off Meeting may cover, but may not be limited to covering the following:

### Project Branding Examples

PP+D has found that developing a brand for parks and recreation master plans helps with public recognition and enhances public engagement.

Below are examples of project brands that PP+D has completed for the District of Columbia; Atlanta, Georgia; and Miami, Florida. The branding was used throughout the project in documents, promotional materials, and swag such as hats, t-shirts, pens, etc.





- Documentation, and data requests, and project schedule.
- Preliminary discussion of department needs, concerns, political climate, general number and condition of existing amenities, known demographic, crime data, population health and wellness data, community health data, past planning efforts by the LFUCG, etc.
- Discuss existing reports, capital improvement plans, area plans, GIS data, mapping, and other relevant information to familiarize the PP+D Team with past efforts and current programs and determine what other information should be gathered.
- Project promotional strategies including, but not limited to traditional and digital strategies such as promotional project business cards, flyers, mailers, door hangers, restaurant table promotional tents, radio interviews, park yard signs, email blasts, social media posts, social media ads, robocalls, promotional videos, etc.

PP+D will develop a meeting summary and submit to the LFUCG for review.

**1.5 City Administration Project Kick-Off Meeting:**

PP+D will also complete an in-person Kick-Off Meeting with City Administration. The purpose of these kick-off meetings will be review the project scope, schedule, goals, objectives, expectations, potential issues, and concerns. PP+D will develop a meeting summary and submit to the LFUCG for review.

**1.6 Parks and Recreation Advisory Board Project Kick-Off Meeting:**

PP+D also proposes to complete an in-person Kick-Off Meeting with the Parks and Recreation Advisory Board. The purpose of this kick-off meeting will be to introduce the Advisory Board to the project team, review project scope, schedule, expectations, roles, responsibilities and receive preliminary input from the Advisory Board about parks and recreation needs, priorities, issues, and opportunities. PP+D will develop a meeting summary and submit to the LFUCG for review.

**1.7 Public Kick-off Event:** *Several of our parks and recreation master plans have been “kicked-off” with a public celebration, including food, public art, dignitaries, and guest speakers.*

*Miami-Dade County, for example, celebrated the initiation of their Open Space Plan through a “Green Think” celebration at Fairchild Botanical Gardens in Coral Gables, FL.*

*The purpose of the event was to inform the public (through attendance and media coverage) of the impending planning process; educate elected officials, stakeholders and the public regarding the importance of parks and open space to the health and sustainability of the community; and to begin building support for eventual implementation. If desired by the LFUCG, the PP+D Team can assist with the planning and organization of the Public Kick-Off Event.*

**1.8 Review of Existing Conditions:** Parks and Recreation Master Plans are never completed in a vacuum. EHI will complete an existing plan and context review for all relevant surveys, studies, and planning documents from the LFUCG that may influence the plan provided by the LFUCG, including:

- Previous park master plans
- Park and recreation sites inventory and assessments
- Community plans and studies
- GIS data and mapping
- Survey data and information on community needs and desires

EHI will provide a brief summary of the documents to identify relevant data that may include, but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, projects, and document data matrix to help maintain an inventory of the existing information.

**1.9 Demographic Analysis:** Critical to meeting CAPRA Standard 10.5.1, PP+D will utilize current and projected demographic data to understand what the community looks like now and what it may look like in 5 and in 10-years.

PP+D will analyze population composition, population growth projection and trends, and socio-economic factors to prepare charts and graphs illustrating the LFUCG’s actual growth, projected growth, and community health challenges. (See The Role of Parks in Addressing Complex Community Health Challenges Call-Out Box).

PP+D will work with the LFUCG to determine appropriate data sources to use, which may include data from Environmental Systems Research Institute, Inc. (ESRI), the LFUCG and State. PP+D will look at the data by census tract, Park Planning Districts, and citywide when evaluating service areas.



## The Role of Parks in Addressing Complex Community Health Challenges

PP+D believes that parks can help communities address complex social, economic, and environmental community health challenges issues such as economic equity, public safety, food access, flooding, economic development, affordable housing, etc. In fact, the urban park movement in the United States was conceived as a way to address the issues plaguing urban areas during the late 1800's including poor air quality, lack of access to sunlight, limited opportunities for exercise, and other problems associated with close urban quarters. Today, city's like Washington, D.C.; Atlanta, Georgia; and Los Angeles, California have shown how parks can help address some of the complex issues that the Lexington-Fayette Urban County Government may be facing.

### Parks + Community Safety

For over 16 years, the City of Los Angeles (LA) has been using parks to combat youth gang violence in some of LA's most dangerous neighborhoods. Branded as Summer Night Lights, this program extends park hours, provides expanded programming, and employs at-risk youth during periods when youth crime has historically peaked. The first year the program was initiated, it led to the safest summer that the City had experienced since 1967.

Additionally, the program has demonstrated how funds can be better utilized to combat crime. For example, the City of Los Angeles typically spends about \$1 million trying a single homicide case from begin to end. In comparison, the Summer Night Lights program cost \$6.2 million for 32 parks, half of which is paid by philanthropic foundations and corporations.



### Parks + Flooding

Another great example of how parks can address complex community issues is Historic 4th Ward Park in Atlanta, Georgia. For many years, the Historic 4th Ward neighborhood suffered from flooding during rain events. This flooding impacted resident's quality of life and stifled private investment in the neighborhood. Instead of building a \$40 Million underground tunnel that would absorb the flood waters, the City of Atlanta Department of Watershed Management collaborated with the City of Atlanta Department of Parks and Recreation, the Atlanta BeltLine, neighborhood residents, and community stakeholders to build a 17-acre, \$24 Million park that would absorb the flood waters and provide the neighborhood with a park amenity that was also desperately needed.

The park has not only addressed flooding in the neighborhood but has also led to over \$2 Billion dollars of private investment in the surrounding area.

It's case studies like these that inspire PP+D to encourage our Clients to explore how parks and recreation master plans can help with the complex social, economic, and environmental issues facing their communities. We hope that these examples, and the many more that the PP+D Team regularly shares with our Clients inspires the Lexington-Fayette Urban County Government to do the same!



Historic 4th Ward Park - Before



Historic 4th Ward Park - After



Similar to other projects that PP+D has worked on, the PP+D Team will work with Staff to organize the LFUCG into up to six (6) Park Planning Districts. The organization of these Park Planning Districts is typically primarily informed by population, population density, and infrastructure. The PP+D Team can also overlay other data sets such demographic, socio-economic data, and findings from the Comprehensive Opportunity Assessment that Team member EHI is currently completing for LFUCG Parks and Recreation to further inform the organization of Park Planning Districts. Establishing these Park Planning Districts will be a critical step in the process and will be used to guide public engagement input and analysis of findings.

PP+D will review, identify, and summarize trends, and graphically depict key findings in charts, graphs, and narratives.

**1.10 National, Regional, and Local Recreation and Leisure Trends and Market Demand Analysis:**

PROS Consulting, NGF Consulting, and Councilman-Hunsaker will develop a National, Regional, and Local Recreation and Leisure Trends Analysis as follows:

- **Parks and Recreation:** PROS Consulting will complete a Trends Analysis that provides an understanding of national, regional, and local recreational trends as well as recreational interest by age segments.

It will include but not limited to data collection and analysis, AI tools, marketing, programming and management of historically significant spaces, natural areas and naturalized spaces, recreational outreach programs, and engagement and volunteering of all ages

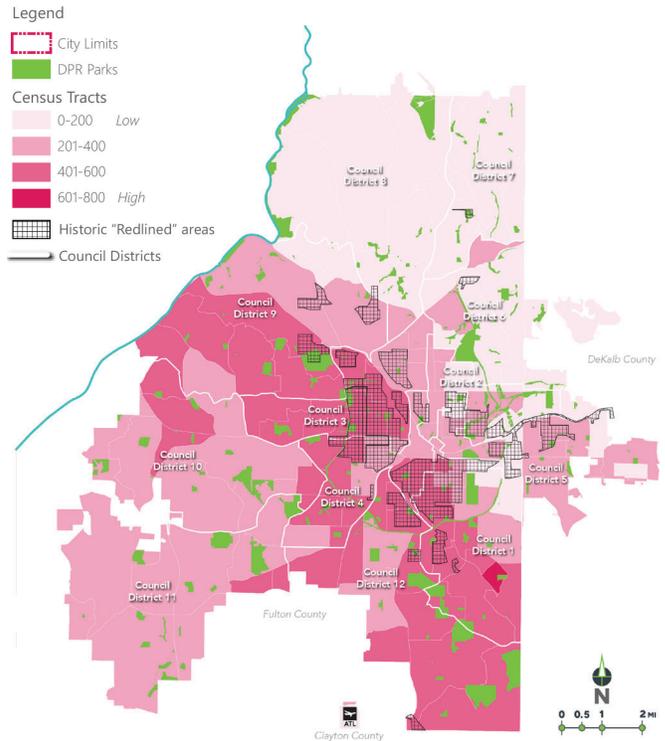
Trends data used for this analysis will be obtained from sources including, but not limited to Sports & Fitness Industry Association’s (SFIA), National Recreation and Park Association (NRPA), Environmental Systems Research Institute, Inc. (ESRI), etc. Where applicable, trend data is based on current and/or historical participation rates, statistically valid survey results, or NRPA Park Metrics.

The Sports & Fitness Industry Association’s (SFIA) current Sports, Fitness & Leisure Activities Topline Participation Report is also utilized in evaluating the following trends:

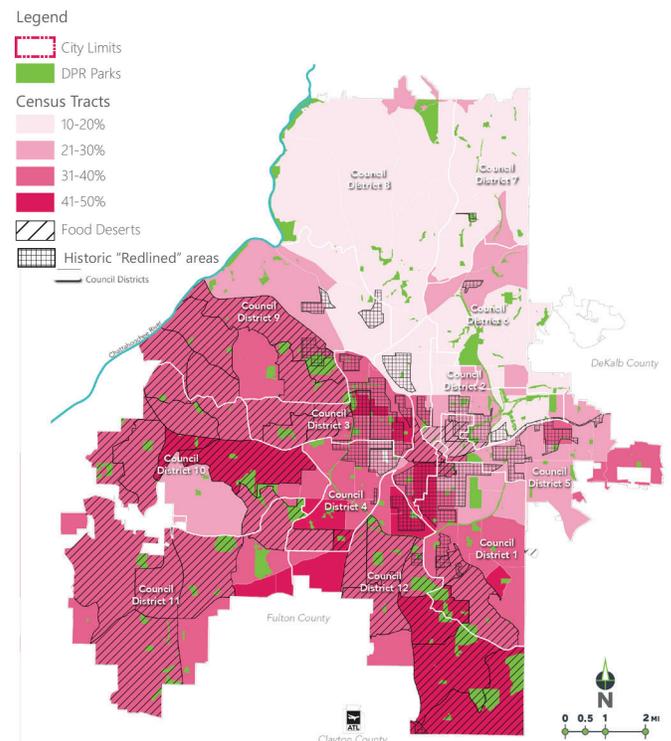
- National Recreation Participatory Trends
- Core vs. Casual Participation Trends

**Examples of Community Health and Health/Wellness Indicator Data and Mapping for City of Atlanta, GA**

**Community Safety**



**Obesity Rates + Food Deserts**





The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the U.S. The study will look at 120 different sports/activities and will subdivide them into various categories including: sports, fitness, outdoor activities, etc.

- **Golf:** NGF Consulting will analyze the supply/demand dynamic that is driving the competitive public access golf market in the greater Lexington market. They will document relevant local competition in terms of relative quality, programs offered, fee structures, and trends in activity so that we can identify the appropriate programming, price, value and mix of amenities for Lexington golf facilities. They will also identify key golf participation and activity trends in the population, as well as emerging trends in golf service that may impact the continued operation of LFUCG golf facilities.
- **Aquatics:** Councilman-Hunsaker will analyze national, regional, and local aquatics trends, including weather analysis and economic considerations that may affect the future viability of aquatics facilities. Additionally, they will study other area aquatic providers to better understand the aquatic services and facilities that are provided in the region and the fees that are being charged for those services. This information will also be used as a benchmark when comparing the services offered by the LFUCG's aquatic facilities as opposed to the similar area providers.

The PP+D Team will organize this information into a summary document with key findings.

**1.11 Inventory + Base Map:** Critical to meeting CAPRA Standard 10.4, the PP+D Team will work collaboratively with staff to compile a comprehensive inventory of the existing and planned parks and facilities based on data provided by the LFUCG.

EHI will use and build on the existing work with the LFUCG to develop a comprehensive inventory that includes park type, park location, acreage, the number of benchmarkable indoor and outdoor facilities and amenities in parks, existing plans, and available programs and events. EHI will also provide a GIS-based map that will illustrate the location, type of park, pedestrian, bicycle, and vehicular access.

The PP+D Team will submit the base map and inventory for the LFUCG's review to ensure accuracy and consistency and will revise according to the written comments provided by the LFUCG.

**1.12 Park System Evaluation:** Critical to meeting CAPRA Standard 10.4, the PP+D Team members will visit, photograph, and document the existing conditions of the LFUCG's parks and recreation system as follows:

- **Parks, Recreation Facilities, Indoor Centers, and Aquatic Facilities:** Completed by PP+D, Lord Aeck Sargent (LAS), and Councilman-Hunsaker.
    - Prior to these visits, the PP+D Team will work with the LFUCG to review and if desired, modify our Team's Parks Evaluation Form to analyze the LFUCG's parks and recreation system, based on the expressed values of the community. The form is a result of our Team's experience in completing over 500 Parks and Recreation Master Plans nationwide and uses criteria adapted from Project for Public Spaces (PPS) methodology for evaluating the effectiveness and performance of the public space.
- While completing park evaluations, the Team would randomly interview park users, dog walkers, joggers, and other residents/visitors we encounter. For example, our Team has already visited some of the LFUCG's parks and spoken to park users to get their input. The following page documents some of these interviews. We look forward to the opportunity to complete more of these intercept interviews!

- **Golf Facilities:** Completed by NGF Consulting and Kevin Hargrave Golf Course Architect.
  - NGF Consulting and Kevin Hargrave will conduct an evaluation of all five golf facilities to prepare a review of potential enhancements that could be made to: (1) improve revenue performance; (2) reduce environmental "footprint;" and/or (3) reduce expenses in the golf system operation. Key areas to review will include:
    - Golf layout, playability and quality standards
    - Maintenance practices and budget
    - Systems review – irrigation and drainage
    - Equipment, including long-term plan for replacement



## Lexington Park System Intercept Interview

### Jacobson Park/ Lakeside Golf Course



"Well, of course I always would like a public swimming pool and a beach for the kids. That'd be nice. But other than that, I think it's great. A little bit more seats in the shade, that would be great too."



"Our son just turned 10. We had his birthday party here and he has autism. This is a really safe space for him. He loves water, and it's all fenced in, so that feels really safe. He gets to interact with other kids at his own distance. That way he can approach them if he wants to, instead of at school, where he's kind of confined. It's always very clean. I would like there to be more seating in the park."

### Valley Park



"Well, my son loves the park. I think this park is great, I'm coming from Georgetown so I don't live in Lexington, but he loves it, he's autistic so that specific swing, he loves. It's pretty clean and well maintained. As for improvements, I think fixing that area, where the tree fell, like improving and putting something else there, that would be awesome."



"What I like is there's actual swings at the park. I noticed at that new Gatton Park, there's no swings. We live a couple blocks away so it's easy to walk here. My son would really like to see a jungle area or a splash pad."

### Kirklevington Park



"I like the size of the path, it's nice. It's just under a mile so during lunch break, you know, I can get at least a mile. It's really nice that they've created paths through the landscape and it's rare that you have the opportunity to walk amongst trees and tall grasses like you're like out like in the forest or something. If I were to make changes, I'm thinking about the park that they just built down by Rupp Arena. There's a water feature. Maybe it might be nice for the people that live in the neighborhood to bring their kids on a hot day, or maybe a designated dog area so people can let their dogs loose."



"More restrooms would be a good thing. It's a very well maintained park. I've noticed in my time walking here, trash is done very regularly. Mowing is great. Um, I mean, it's a good space."



- System-wide summary with list of objectives
- Long range recommendations shown as “options” for further study

These evaluations help PP+D develop a “baseline” understanding of how well the current system functions and meets the community’s needs. These findings will be illustrated at the citywide and Park Planning District levels and would be used to develop a Quality LOS map that illustrates how the quality of parks, recreation facilities, indoor centers, aquatics facilities, and golf courses compare throughout the system. Additionally, the findings would be used to provide park system capital improvements.

**1.13 Recreation Program Plan:** Identified as a Fundamental Standard for CAPRA Accreditation (Standard 6.1), PROS Consulting, in coordination with Counsilman-Hunsaker (CH) and the National Golf Foundation Consulting (NGF) will develop a Recreation Program Plan that will be aligned with the Parks and Recreation Master Plan. Findings from this task will inform recommendations provided in the Phase 3 - Vision and Phase 4 - Implementation.

Following are the tasks that will be completed during Phase 1 - Context Analysis:

- **Inventory and Assessment of Current Programming and Services** - PROS Consulting, in coordination with CH and NGF, will complete a comprehensive multi-stakeholder program map using their proven assessment framework that systematically analyzes all programming across relevant organizations and documents the following detailed program analysis components:
  - **Age Segment Distribution** - Program offerings across all age demographics
  - **Lifecycle Analysis** - Programs addressing different life stages and transitions
  - **Core Program Analysis** - Identification of mission-critical programming for each organization
  - **Similar Provider Analysis** - Assessment of service duplication and coordination opportunities
  - **Market Position and Marketing Analysis** - How each organization positions and promotes services
  - **Pricing Structure and Cost Recovery** - Fee analysis and financial sustainability assessment

- **Program Development Process Review** - How new programs are created and evaluated
- **Customer Satisfaction Metrics** - Participant feedback and retention analysis
- **Registration Trends** - Participation patterns and demand indicators
- **Current KPIs** - Existing performance measurement systems
- **Staff Training and Development** - Capacity and professional development assessment

The program inventory will produce a comprehensive index of all recreation offerings structured to allow annual updates and ongoing KPI monitoring. This assessment format will be customized to interface with existing organizational systems while providing cross-stakeholder comparison capabilities.

Next, PROS Consulting in coordination with CH and NGF, will ensure that recreation and service offerings are integrated with national benchmarks and community needs. This will include the following elements:

- **NRPA Standards Application** - Comparing current service levels against National Recreation and Park Association best practices for demographics and population density
- **Sports & Fitness Industry Association Trends** - Identifying emerging programming opportunities aligned with national participation patterns
- **Demographically Similar Communities** - Benchmarking against jurisdictions with comparable diversity, population density, and multi-stakeholder service delivery
- **Statistically Valid Needs Assessment** - Provides community priorities on recreation programs and facilities
- **Core Recreational Planning Principles Assessment** - PROS Consulting analysis will evaluate how well current programming aligns with fundamental recreational planning principles:
  - **Connectivity of Resources** - Integration across facilities and organizations
  - **Inclusivity and Equity** - Celebrating diversity and promoting access and opportunity
  - **Sustainability** - Infrastructure and practice longevity
  - **Program Activation** - Supporting physical, mental, and social wellness



Lastly, PROS Consulting in coordination with CH and NGF will identify unmet current and future needs in programming and services. This will include the following elements:

- **Current Needs Analysis** - PROS Consulting will assess whether the current recreation mix meets community needs by analyzing:
  - Participation rates vs. demand across demographic segments
  - Waitlists, capacity constraints, and unmet demand indicators
  - Geographic access patterns and transportation barriers
  - Cultural and linguistic accessibility of current programming
- **Future Programming Assessment** - PROS Consulting will analyze emerging needs based on:
  - Demographic projections and community growth patterns
  - National recreation trends and evolving participation patterns
  - Community input on desired programming from Task 2 engagement
  - Coordination opportunities identified through stakeholder analysis

### 1.14 Staffing, Operations, and Management

**Assessment:** PROS Consulting and NGF will complete an assessment of staffing, operations, and management for the parks and recreation system and golf and concession operations respectively. Specifically, this assessment will include the following:

- **Parks and Recreation System:** Evaluate each area of operations and focus on right-staffing not just right-sizing.  
Evaluate policy and procedure to ensure consistent implementation system-wide.  
Determine whether the organizational structure is aligned to the community’s vision, mission and goals.  
Create a functional, outcome-driven agency.
- **Golf and Concession Operations:** Complete a system-wide review of the golf and concession operations of the five-facility Lexington golf system to provide the necessary background to make proper program and facility recommendations aimed at understanding the long-term sustainability of this multi-facility golf system. This will include a global assessment

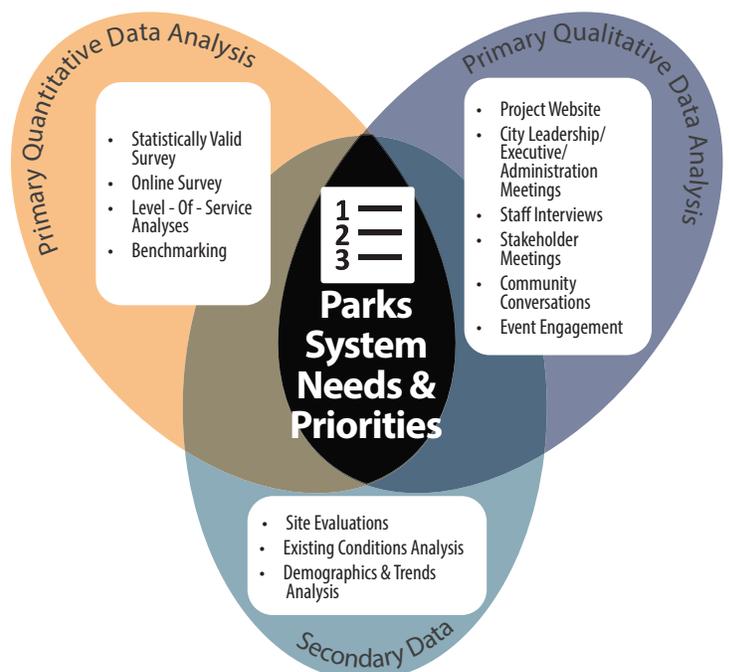
of the amenities and services that can lead to improved economic performance and long-term sustainability of Lexington golf courses. The global operations analysis will include review of:

- Staffing/personnel review and needs/duties assessment
- Financial and activity records (P&L, budgets, rounds, etc.)
- Rounds played analysis (POS review)
- Product and service offerings and market position
- Fee review (golf, carts, passes, F&B, merchandise, etc.)
- Clubhouse operations (F&B, pro shop, etc.)
- Programs in place (service, lessons, tournaments, etc.)

**1.15 Context Analysis Summary Document:** PP+D will compile all the information and data completed for Phase I and will develop a summary document. The Context Analysis Summary will identify major issues, concerns, challenges, opportunities, and constraints. PP+D will submit the summary document to the LFUCG for review and will make revisions per the LFUCG’s written comments.

### Phase 2 – Needs and Priorities Assessment

#### PP+D’s Proven Triangulated, Mixed-Methods Approach to Needs and Priorities Assessments





Critical to meeting CAPRA Standard 10.4, we approach needs assessments using three different data analyses: primary qualitative analysis, primary quantitative analysis, and secondary data analysis. Where the findings from these data analyses intersect, suggests needs and priorities. PP+D will use this strategy to determine needs and priorities at the citywide and Park Planning District levels. The diagram below illustrates our approach.

While the secondary data analysis are covered in Phase 1, Phase 2 focuses on the primary qualitative and primary quantitative analyses. The primary qualitative analyses are all based on PP+D's philosophy for public engagement:

*"Bring me in early, and I'm your partner. Bring me in late, and I'm your judge"*

Our process aims to work collaboratively with the LFUCG and use a variety of techniques to promote and implement well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation process is achieved.

Following are the tasks that the PP+D Team proposes to complete for the Needs and Priorities Assessment Phase.

- 2.1 Meeting with Executive Committee:** PP+D will conduct a second in-person meeting with the Executive Committee. The purpose of this meeting will be to collect input about parks, recreation, community health, and funding needs and priorities. PP+D will develop a meeting summary and submit it to the LFUCG for review.
- 2.2 Meeting with City Administration:** PP+D will also conduct a second in-person meeting with City Administration. Similar to the second Executive Committee Meeting, the purpose of this meeting will be to collect input about parks, recreation, community health, and funding needs and priorities. PP+D will develop a meeting summary and submit it to the LFUCG for review.
- 2.3 One-on-One Meetings with City Council Members:** PP+D will also conduct virtual one-on-one meetings with City Council Members. We have found that these one-on-one meetings are invaluable for obtaining candid information and insights that help inform and address the priority parks and recreation needs and opportunities within the community. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**2.4 Community Conversations:** CivicLex and EHI will facilitate up to six community conversations, or listening sessions based on established Park Planning Districts to introduce the parks and recreation master plan and gather information about parks needs across the LFUCG. The listening sessions will be hosted in friendly, accessible locations in each district (parks, libraries, restaurants, etc.) and broadly promoted digital, print, and relational methods. The listening sessions will include open house style activities to maximize accessibility and focus on key elements of community needs (e.g. access, features, programming).

**2.5 Stakeholder Meetings:** CivicLex will conduct a series of approximately 15 initial focus groups with key stakeholders and parks users. These focus groups will be structured with a brief introduction on the context of the plan, followed by a facilitated conversation about different group needs and their vision for the next 10 years of parks in Lexington. Finally, each focus group member will complete a written reflection to gather direct quotes and quantitative insights. Stakeholder groups would be developed in consultation with LFUCG Parks and Recreation and project advisors, but could include people with disabilities, kids and young adults, arts and culture organizations, maintenance workers, recreation groups, or environmental groups. CivicLex could also have the capacity to convene a randomly selected focus group to work towards a representative sample of residents giving parks input.

**2.6 Event Engagement:** Working with the project team and advisory group, CivicLex will design creative, visually inviting, and interactive pop ups that can be implemented at different parks events and community locations. Using arts based or gamified approaches, these pop ups will invite participants to learn about Lexington's parks, share their reflections, and gather qualitative or quantitative data on the needs of different communities, geographically targeted according to each Parks Planning District. Working with Parks staff and advisors, the project team and LFUCG Staff can implement the pop ups at signature high volume parks events (e.g. St. Patricks Day Parade, Kite Fest, Friday Flicks, Fourth of July Parade, or Dirt Bowl), in addition to more neighborhood focused events, and community locations (transit center, grocery stores, schools) that can engage future parks users.



**2.7 Statistically Valid Survey:** PP+D will work with ETC Institute to create a statistically valid mail survey that will provide results that have a margin of error of +/-3.1% at the 95% level of confidence at the citywide level and a margin of error of +/-8.0% at the 95% level of confidence at up to six Park Planning Districts. Following are the steps that PP+D and ETC will take to complete the Statistically Valid Survey.

**Step 1: Design the Survey and Prepare the Sampling Plan:**

- PP+D and ETC will work with the LFUCG to develop a questionnaire that is appropriate for the LFUCG. ETC will meet by phone with the LFUCG to discuss the goals and objectives for the project.
- To facilitate the survey design process, ETC Institute will provide sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the LFUCG. The survey will be up to 6 pages in length.
- ETC will then conduct a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute may recommend changes (if needed) to the survey.
- Once finalized, the survey will be translated into up to 10 languages. While the printed and mailed survey will only be made available in English. The materials that are mailed will include lines in additional languages to inform non-English speakers that they can either go online or call a toll-free number to have the survey administered online or over the phone in another language.
- Next, ETC will select a random sample of residents to be contacted for the survey. The sample will be address-based and will ensure all households within the study area have an equal opportunity of being selected to participate in the random sample research group.

**Engaging + Dynamic Community Conversations**

Community conversations are typically the most visible qualitative technique method. In order to ensure that we not waste resident’s time but rather make residents feel like they have effectively contributed to the process, we strive to provide a variety of engaging exercises in our public workshops.

Each of our public meetings begins with a brief 5 to 10 minute Power Point Presentation that provide attendees with a brief overview of the project and public workshop process.



Following the presentation, the public workshop transitions into a public open house format where residents have at least five (5) different exercise stations that they can visit to provide input. These typically include the following:

- **Facility Needs and Priorities Matrix** – Attendees are given dots to place on photos of facilities that they feel are most important, but not being adequately provided by the City.
- **Programmatic Needs and Priorities Exercise** - Attendees are given dots to place on photos of programs that they feel are most important, but not being adequately provided by the City.
- **Funding Priority Buckets Exercise** – Buckets are placed on a table, each with a different funding priority. Attendees are given ten coins, each worth \$10 and are asked to distribute the \$100 in the funding priorities that they feel are most important.
- **Open Discussion with the Director(s)** – Flip charts are placed in a corner of the room where the Director(s) and representative of the PP+D Team stand to speak and document whatever topic is on an attendees mind.
- **Improvements to Specific Parks** – Aerial photographs of parks are printed on 24” x 36” plots and placed throughout the room. Residents are asked to provide comments on Posted-Notes of the park improvements they would like to see happen on each of the parks and are asked to place those improvements on the specific location of the park that they would like to see the improvement happen.



We can also complete exercises virtually using platforms such as Zoom, Social Pinpoint, and Mentimeter.



Findings from these qualitative technique methods are then compared with the findings from our secondary and primary quantitative techniques to identify specific patterns. The needs that we see and hear repeatedly throughout the various techniques are typically indicative of the priority needs. Using this transparent, engaging, and dynamic approach has helped us maximize public support for our Client’s plans.



### Step 2: Administer the Survey:

- Once approved by the LFUCG, ETC will Administer the survey by a combination of mail and online.
- ETC will mail the survey and a cover letter (on LFUCG letterhead) to a random sample of households in the study area. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC for each respondent.
- PP+D will work the LFUCG to develop the cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- ETC will follow-up with residents who receive the mailed survey by sending texts, postcards, and a second mailing (if needed) to maximize participation in the survey. ETC's fees including printing and mailing up to 8,000 surveys and 8,000 postcards. The goal will be to obtain completed surveys from 1,000 residents. A sample of 1,000 completed surveys will provide results that have a margin of error of +/-3.1% at the 95% level of confidence citywide. ETC will ensure a statistically valid number of responses is collected from up to six Park Planning Districts to provide a margin of error of +/-8.0% at the 95% level of confidence.
- ETC will promote awareness of the survey using social media ads on Facebook and Instagram to encourage participation.
- All respondents who complete the survey online will be required to provide their home address when they finish the survey. ETC will match addresses from respondents who complete the survey online to the addresses that were selected for the random sample to ensure the participant is part of the random sample. If a respondent does not provide an address or the address is not part of the random sample, it will not be included.
- ETC will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the study area with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the LFUCG's population.

### Step 3: Analysis, Final Report, and Interactive Data Dashboard:

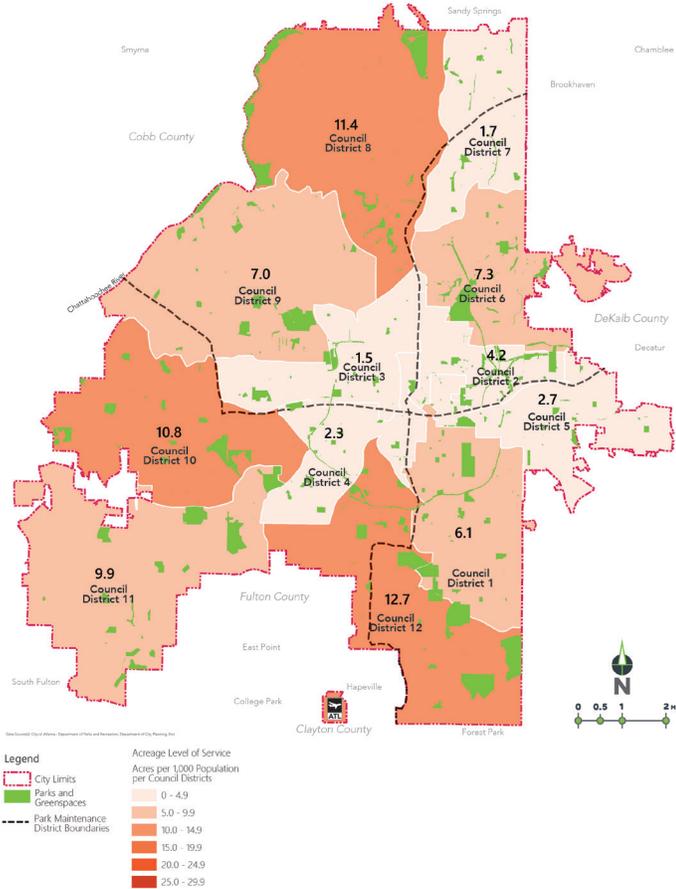
- ETC will submit a final report that will include the following items:
  - An executive summary of the survey methodology and a description of major findings.
  - Charts and graphs that show the overall results of each question on the survey, including trends from prior surveys.
  - Benchmarking analysis showing how the LFUCG compares to other communities.
  - Priorities-Investment Rating analysis that will identify the facilities and programs that should receive the highest priority for investment from the LFUCG, citywide and per up to six Park Planning Districts.
  - Cross-tabulations that show the results for key demographic groups, Park Planning Districts, and other variables as desired by the LFUCG.
  - Tabular data that shows the results for each question on the survey, including open ended questions.
  - A copy of the survey instrument
- Additionally, if desired by the LFUCG, ETC will complete an Interactive Data Dashboard as an additional service.

**2.8 Online Survey:** Once the Statistically Valid Survey is completed, CivicLex will complete an online survey via Survey Monkey or a similar on-line survey platform that the LFUCG is comfortable with to provide an opportunity for residents that did not receive the Statistically Valid Survey, to share their input and therefore expand the reach of public engagement.

This allows us to compare the findings from both survey techniques to identify potential trends and special interest group needs that may not emerge in the unbiased and random Statistically Valid Survey. CivicLex will compile the findings from the online survey into a summary report of findings and provide the City both with the summary as well as the raw survey results.



### Atlanta, GA Acreage LOS Analysis per Council District

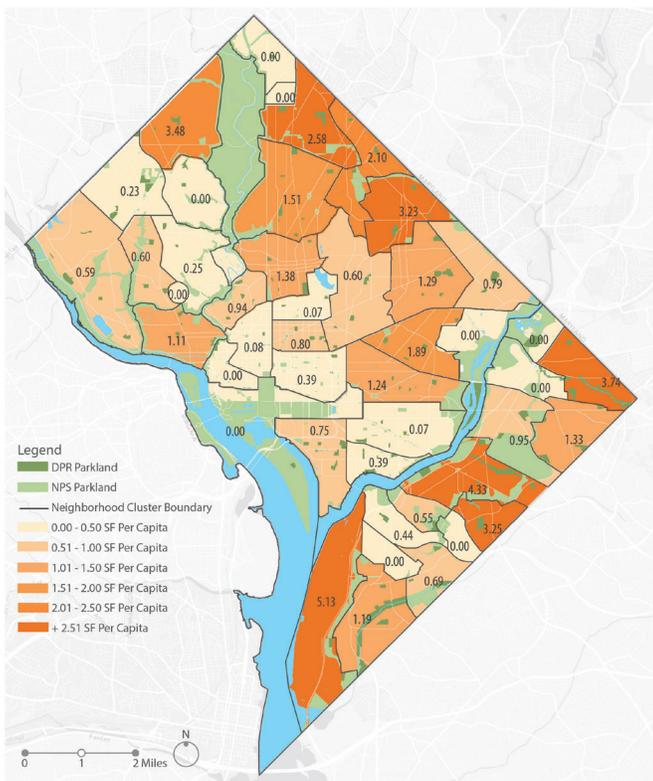


**2.9 Existing Level of Service Analysis:** Unlike other planning disciplines such as transportation, waste water, potable water, etc., there are no standards or guidelines for the Level of Service (LOS) that parks and recreation departments should provide their residents.

In order to assist the LFUCG in developing appropriate LOS standards, PP+D will analyze existing LOS for the following elements to establish a baseline understanding of the LFUCG’s current LOS:

- **Acreage LOS** – Acreage in a ratio to the community’s population (acres per 1,000) per Park Planning District and city-wide.
- **Indoor Recreation Center and Aquatics Space LOS** – Quantity of square footage of indoor recreation centers and aquatics facilities space per capita citywide and Park Planning District.
- **Facilities/Amenities LOS** – Facility/amenity capacity in a ratio to the community’s population and comparing against a standard or guideline. PP+D proposes to conduct Facilities/Amenities LOS for key facilities/ amenities that are benchmarkable.
- **Access LOS** – Travel distances (walk/ drive time) to parks based on park classifications as well as individual facilities such as playgrounds, ball fields, trails, natural areas, etc. per Park Planning District and citywide.

### District of Columbia Indoor Square Footage LOS Analysis per Neighborhood Cluster



The best Access LOS analysis uses the exiting roadway to determine access, rather than “as the crow flies” radii around facilities. We identify physical barriers, both man-made and natural, to provide a realistic access level service area. These barriers may include roads that while containing sidewalks, may not be safe to cross due to a variety of factors that, through our experience, we have identified to be important in determining a streets’ crossability.

- **Trust for Public Land Parkscore** – The 2025 TPL Parkscore is comprised of 5 elements each making up 20% of the total Parkscore - Acreage, Access, Amenities, Investment, and Equity. PP+D will break-up and analyze the Parkscore. These findings will be useful during the Phase 3 - Vision to inform potential recommendations.
- **Park Visitation LOS** – *Should the LFUCG have access to a location analytics platform that provides insights into physical places through the analysis of anonymized mobile device data, below are various analyses that could be completed as part of a Park Visitation LOS Analysis. If the LFUCG does not have access to such data, PROS Consulting has professional relationships with vendors that could provide the data for a fee.*



- **Visitor Heatmaps** - Visualize visitor activity concentrations within parks, identifying infrastructure needs, circulation patterns, and maintenance hotspots.
- **Service Area Mapping** - Clearly delineate park user origins and define service areas to support equity analyses, targeted outreach, and grant applications.
- **Demographic Visitor Profiles** - Combine visitor data with Census demographics to highlight who parks serve and identify underserved groups.
- **Underserved Area Identification** - Identify service gaps by comparing visitation origins with residential data, guiding equitable park development and targeted programming.
- **System-Wide Visitation Reporting** - Benchmark park usage across an entire system to assess relative performance and prioritize investments.
- **Time-of-Day and Day-of-Week Trends** - Optimize staffing, programming, maintenance, and safety protocols by uncovering detailed temporal visitation patterns.
- **Average Visits per Device** - Track frequency of park visits, distinguishing casual visitors from regular users, guiding management and programming.
- **Local vs. Nonlocal Use** - Differentiate local versus tourism-driven park visitation, informing targeted marketing and community engagement strategies.
- **Quality LOS** – Quality of facilities across the community based on the findings from the Site Evaluations. Scoring is identified per park, per Park Planning District and citywide.
- **Funding LOS** – Parks and recreation operations and maintenance spending, capital spending, and total parks and recreation spending per park and non-park acre per Park Planning District and citywide.
- **Staffing LOS** - Staff in a ratio to the community's population (FTE's per 10,000).

PP+D will then benchmark LOS findings to NRPA Park Metrics and Trust for Public Land Parkscore standards. Additionally, PP+D will work with the City to identify up to five (5) agencies to benchmark - three (3) that are similar to the LFUCG and two (2) that are aspirational. This examination provides the LFUCG with data to use in considering adjustments that align with industry best practices.

PP+D will produce a series of maps and tables that illustrate this data and analysis. Findings will be particularly important for tasks outlined in the Phase 3-Vision and Phase 4-Implementation.

**2.10 Needs + Priorities Assessment Summary**

**Document:** PP+D will compile all the information and data completed for Phase 2-Needs and Priorities Assessment and combine the findings with the findings from Phase 1-Context Analyses and develop a summary document.

PP+D will develop a Power Point Presentation and Executive Summary that summarizes the findings from Phase 2 and combines it with the presentation from Phase 1. PP+D will submit the summary document, Executive Summary, and Power Point Presentation to the LFUCG for review and will make revisions per the LFUCG's written comments.

**2.11 Findings Presentations:** The PP+D Team will present the findings from the Phase 1-Context Analyses and Phase 2-Needs and Priorities Assessment in-person to the following groups:

- The Executive Committee
- Lexington Parks and Recreation Staff
- Parks Advisory Board

PP+D will make revisions per written direction provided by the LFUCG.

**2.12 One-on-One Interviews with Elected Officials:** The PP+D Team has learned that taking the time to meet one-on-one with the elected officials in specific and key phases of the project, is critical to receiving final Mayor and City Council acceptance and approval of a plan. These one-on-one interviews encourage candid and invaluable input that help garner support for the project.

PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment.

**2.13 Mayor and City Council Presentation:** PP+D has learned that presenting to the Mayor City Council at key points in the process is critical to receiving final approval of the plan. To that end, the PP+D Team proposes to share the findings from the Phase 1-Context Analyses and Phase 2-Needs and Priorities Assessment with Mayor and City Council.

**The completion of Phase 2 serves as a break point between the LFUCG's desired Part 1.**



### **Beginning if the LFUCG’s Proposed Part 2 Phase 3 – Vision**

The LFUCG’s desired Part 2 begins with the PP+D Team’s Phase 3- Vision Phase.

Phase 3-Vision is unique to our process and was developed based on our extensive parks and recreation master planning experience.

PP+D believes that cities can achieve multiple benefits for residents through a collaboratively parks and recreation visioning process. Local residents, stakeholders, and LFUCG Staff provide invaluable and intimate knowledge of the public realm that enriches the vision for the LFUCG and makes it more relevant, actionable, implementable, and sustainable.

This phase begins with a Visioning Workshop where the group collaboratively develops a customized appropriate response to the identified parks and recreation needs and priorities. The Visioning Workshop provide an additional opportunity for LFUCG staff and/or residents and stakeholders to get involved in the planning process and ensure an actionable and achievable plan that does not sit on the shelf and is aligned with the LFUCG’s long-term goals.

Following are the tasks that PP+D proposes to complete for the Visioning Phase.

**3.1 Project Management + Coordination:** PP+D will continue to coordinate our work with the LFUCG’s Project Manager. PP+D will hold regular bi-weekly meetings with LFUCG staff to review progress, present information, and discuss the direction of remaining portions of the project. It is envisioned that one of the bi-weekly meetings will include a meeting with City Administration to provide an update of the process.

**3.2 Parks and Recreation System Visioning Workshop:** PP+D proposes to complete a two (2) day Visioning Workshop with LFUCG Staff and key stakeholders to develop appropriate responses, goals, and objectives that articulate a clear vision and “road map” and model for the parks and recreation system.

PP+D will work with the LFUCG to develop an agenda for the meeting based on the needs and priorities identified in Phase 2 – Needs and Priorities Assessment. Additionally, PP+D would work with the LFUCG to determine appropriate LFUCG Staff and key stakeholders to invite to the Visioning Workshop. PP+D would develop a meeting summary from the workshop that will inform the Parks and Recreation System Vision Summary Document.

### **Visioning Workshop Discussions in Miami, Florida**





### 3.3 LFUCG Parks and Recreation System Vision

**Summary Document:** Based on the findings from Phase 1-Context Analysis, Phase 2 -Needs and Priorities Assessment, and Task 3.1: Visioning Workshop, PP+D will refine and finalize recommendations. The summary document will include, but may not be limited to including:

- **Vision Framework Recommendations**

- If needed, updated agency Mission, Vision, Values (per CAPRA 1.4).
- If needed, updated agency Goals and Objectives that are measurable to demonstrate progress (per CAPRA 1.4).

- **Park Administration Recommendations**

- Policy recommendations.
- Administration and management recommendations.
- Sustainability and environmental resilience recommendations.
- Technology and innovation recommendations.

- **Programs and Services Recommendations**

- Program and service recommendations.
- Event recommendations (large and small) to meet demand, including recommendations on what type and size facilities would meet demand over the next 10-20 years.
- Aquatics programming the public may be interested in over the next 10 years.

- **Maintenance and Operations Recommendations**

- Standards for service delivery recommendations to support special events.
- Innovative technology recommendations currently being used in the parks and recreation industry that could improve the efficiency of park maintenance operations.
- Policy and procedure recommendations for transparent, efficient and responsible community building management performed by community members outside the parks and recreation agency.

- Safety and security of parks and facilities recommendations

- **Planning and Design Recommendations**

- Park classification and standards, including standards for quantity and quality of park/ open space.

- Parkland acquisition priorities, including newest Urban Service Boundary Expansion Areas.
- Park planning and design innovation and improved sustainability recommendations.
- Incorporation of TPL Park Equity Accelerator findings.

- **Park and Recreation Facility Recommendations**

- Park recommendations for capital Management (inspection schedule; capital repair schedule based on expected life, etc.)
- Indoor athletic and recreation facility recommendations to meet demand, including recommendations on what type and size facilities would meet demand over the next 10-20 years.
- Aquatic facility recommendations to meet demand, including recommendations on what location and type.
- Golf facility recommendations for capital improvements and additional opportunities for sustainability/ climate resilience.

PP+D will submit the summary document to the LFUCG for review and will make revisions per the LFUCG's written comments.

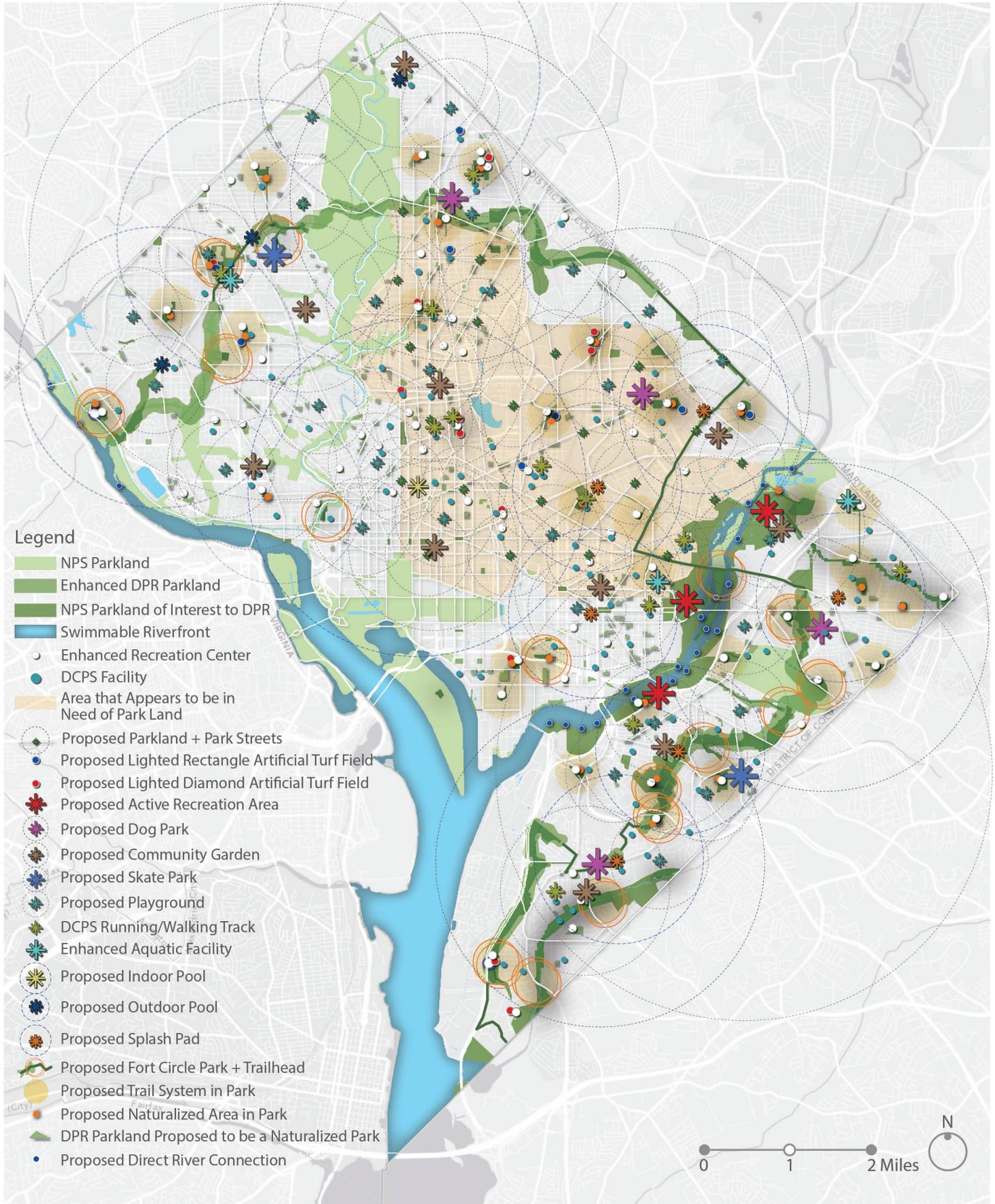
**3.4 Updated Interactive Project Website:** For Phase 3-Vision, we envision the interactive website being updated to collect input about recommendations. The exercise used will allow users to comment on and discuss recommendations, ask questions, and engage with each other. Users can reply to specific comments and create a threaded discussion that can be followed and tracked over time.

CivicLex would analyze the findings and integrate the findings into a Vision Community Input Summary Report.

**3.5 Vision Community Conversations:** CivicLex will host follow up listening sessions in the same set of Park Planning District locations. These follow up sessions will summarize what we heard from the needs assessment phase, followed by a structured participatory activity on the draft recommendations. These activities may include, but may not be limited to structured deliberations on master planning recommendations, park improvement recommendations, mapping exercises, or other collaborative elements of the plan. This will be an essential part of the public engagement process and of a larger effort to build relationships around parks



District of Columbia Parks and Recreation System Master Plan Integrated Vision





in Lexington, and an empowering opportunity for residents to shape the plan.

CivicLex would analyze the findings and integrate the findings into a Vision Community Input Summary Report.

**3.6 Vision Stakeholder Meetings:** CivicLex will also follow up on stakeholder focus groups with a comparable participatory activity to the community listening sessions. This will re-engage the same interest groups and stakeholders in the actual shaping of the plan, increasing accessibility and representation while building relationships and future buy-in. The focus groups will provide an even more targeted, in depth opportunity to have meaningful conversations around the recommendations.

CivicLex would analyze the findings and integrate the findings into a Vision Community Input Summary Report. This report will be submitted to the LFUCG for review. The PP+D Team will then make revisions to the Vision Summary Document per the LFUCG's direction.

**3.7 Vision Presentations:** The PP+D Team will present the findings from the Vision in-person to the following groups:

- The Executive Committee
- Lexington Parks and Recreation Staff
- Parks Advisory Board

**3.8 One-on-One Interviews with Elected Officials:** The PP+D Team will complete virtual one-on-one interviews with the elected officials to share the Vision. PP+D will submit the findings from the one-on-one interviews with the elected officials to the City for review and will make revisions per the LFUCG's direction.

**3.9 Mayor and City Council Presentation:** The PP+D Team proposes to share the Vision with Mayor and City Council.

## Phase 4 – Implementation Strategy

Critical to realizing a vision is establishing a thoughtful and phased implementation strategy. Different from the vision, the implementation strategy will take elements from the vision and based on the findings from the needs assessment, suggest a phased, multi-year approach to implementing the vision. Following are the tasks that PP+D proposes to complete for the Implementation Phase.

### 4.1 Order of Magnitude Capital and Operations Opinion of Probable Cost:

EHI and PP+D will prepare an order of magnitude, planning level opinion of probable cost for parks and recreation recommendations. Costs will include planning level capital and operations costs. PP+D will submit the opinion of probable costs to the LFUCG for review and will revise per the LFUCG's written comments. In consideration of fluctuating grants and operating budgets which may influence the capital planning amounts and duration of the CIP, the spreadsheet will estimate short-term priorities through five (5) years and long-term priorities as six (6) to ten (10) years.

**4.2 Funding Options:** PP+D will coordinate with the LFUCG Finance to determine realistic future funding opportunities and amounts. Additionally, RMPK Funding will identify a variety of different alternative funding sources, programs, and strategies that have been used by park systems in Kentucky and across the U.S. to leverage and stretch the LFUCG's available funding.

**4.2 Prioritization Strategy and Project Scoring:** PP+D will work with the LFUCG to develop a CIP Prioritization Strategy that aligns with the findings from Phase-1 Context Analysis, Phase 2-Needs + Priorities Assessment, and Phase 3-Vision.

It is envisioned that this prioritization strategy will include criteria and metrics to score proposed projects. PP+D will score the projects and share a draft list of the projects with the LFUCG for review and will make revisions per the LFUCG's written comments.



# Parks and Recreation System Master Plan Implementation Imagery

## Integration of Parks + Gray Infrastructure Systems



Existing



Proposed

## Leveraging Trails to Provide Parks and Recreation Experiences



Existing



Phase 1



Phase 2



#### 4.3 Implementation Strategies Summary Document:

Based on findings from Phase 1–Context Analysis, Phase 2 - Needs + Priorities Assessment, Phase 3–Vision, Task 4.1: Funding Options, and Task 4.2: Prioritization Strategy and Project Scoring, PP+D will develop an implementation strategy that includes strategies, priorities, budget support, and funding mechanisms for the short-term, mid-term, and long-term. The Implementation Strategy will be organized around the following topics:

- Funding Options
- Prioritization Strategy and Prioritized CIP Projects
- Staff Actions

The Implementation Strategy will be phased with prioritized recommendations a Level-of-Service/ reoccurring capital need. PP+D will submit the summary document to the City for review and will make revisions per the LFUCG’s written comments.

#### 4.4 Strategic Plan: CAPRA Standard 1.2 requires that the agency complete a strategic plan that is approved by the appropriate authority within the last five years.

Considering that the Parks and Recreation Master Plan may update the mission and vision of the Department and establish new goals and objectives for the Department, there is an opportunity to use the Parks and Recreation Master Planning process to complete the Strategic Plan for the Department and have it approved alongside the Parks and Recreation Master Plan. PP+D recently achieved this for the City of Atlanta, Georgia and City of Boynton Beach, Florida. To complete the Strategic Plan, PP+D would complete the following tasks:

- Work collaboratively with the LFUCG to identify which Goals, Objectives, Actions, Steps and KPIs from the Parks and Recreation Master Plan should be advanced over the next 5-years.
- Add any Action and Steps that may be deemed appropriate.
- Develop a graphically compelling Strategic Plan based on the Parks and Recreation Master Plan format.

PP+D would then submit the Strategic Plan to the LFUCG for review and make revision comments based on written comments provided by the LFUCG.

#### Phase 5 – Final Report and Approval

Phase 5 gathers all the information developed during the project and compiles it into one holistic and comprehensive document. Following are the tasks that the PP+D Team proposes to complete for the Final Report and Approval phase.

##### 5.1 Draft Final Report, Executive Summary, and Power Point Presentation: PP+D will compile the summary documents from Phases 1 through 4 into a draft final document for the LFUCG to review. PP+D will complete a standalone Executive Summary and PowerPoint Presentation that summarizes key findings from the plan.

PP+D will submit the draft report, Executive Summary, and PowerPoint presentation to the LFUCG for review make revisions per the LFUCG’s written comments.

##### 5.2 Draft Final Master Plan Presentation: The PP+D Team will present the Draft Final Master Plan in-person to the following groups:

- The Executive Committee
- Lexington Parks and Recreation Staff
- Parks Advisory Board

##### 5.3 One-on-One Interviews with Elected Officials: The PP+D Team will complete virtual one-on-one interviews with the elected officials to share the Vision. PP+D will submit the findings from the one-on-one interviews with the elected officials to the City for review and will make revisions per the LFUCG’s direction.

##### 5.4 Mayor and City Council Draft Final Presentation: The PP+D Team will present the Draft Final Master Plan to Mayor and City Council for Approval.



# 5 Schedule

The Perez Planning + Design (PP+D) Team understands that the Lexington-Fayette Urban County Government (LFUCG) desires Part 1 of the Parks and Recreation Master Plan to begin February 2026 and be completed by Fall of 2026. Part 2 should commence between February 2026 and Summer 2026 as soon as funding is received and end no later than January 2028.

Based on PP+D's experiencing in completing projects comparable to the LFUCG Parks and Recreation Master Plan, we believe this schedule provides sufficient time to complete the project.

In an effort to keep projects on schedule, we have found that pre-scheduling project milestone dates such as deliverable submittal dates, LFUCG review periods, public engagements, presentations, etc., is key to the project remaining on schedule. Below is simplified preliminary draft project schedule for the City's considerations. A detailed preliminary draft project schedule is included in the following page. We are happy to revise this schedule per the LFUCG's desire.

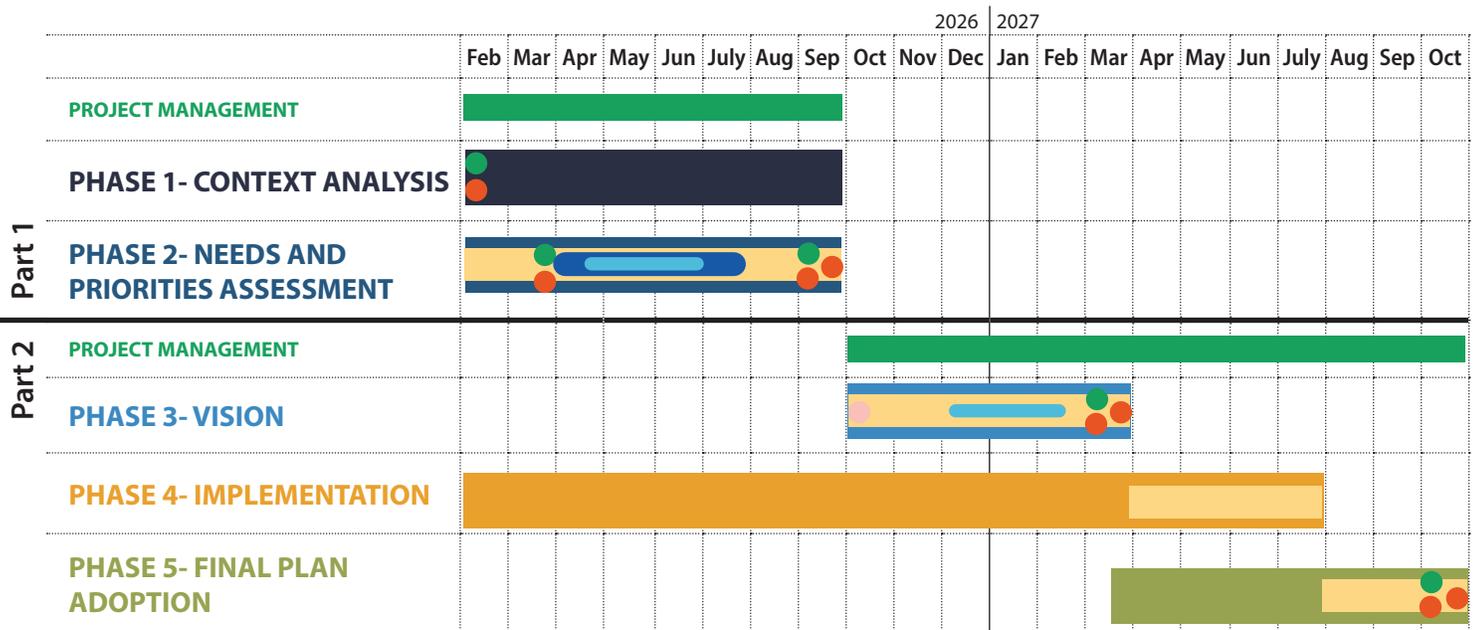
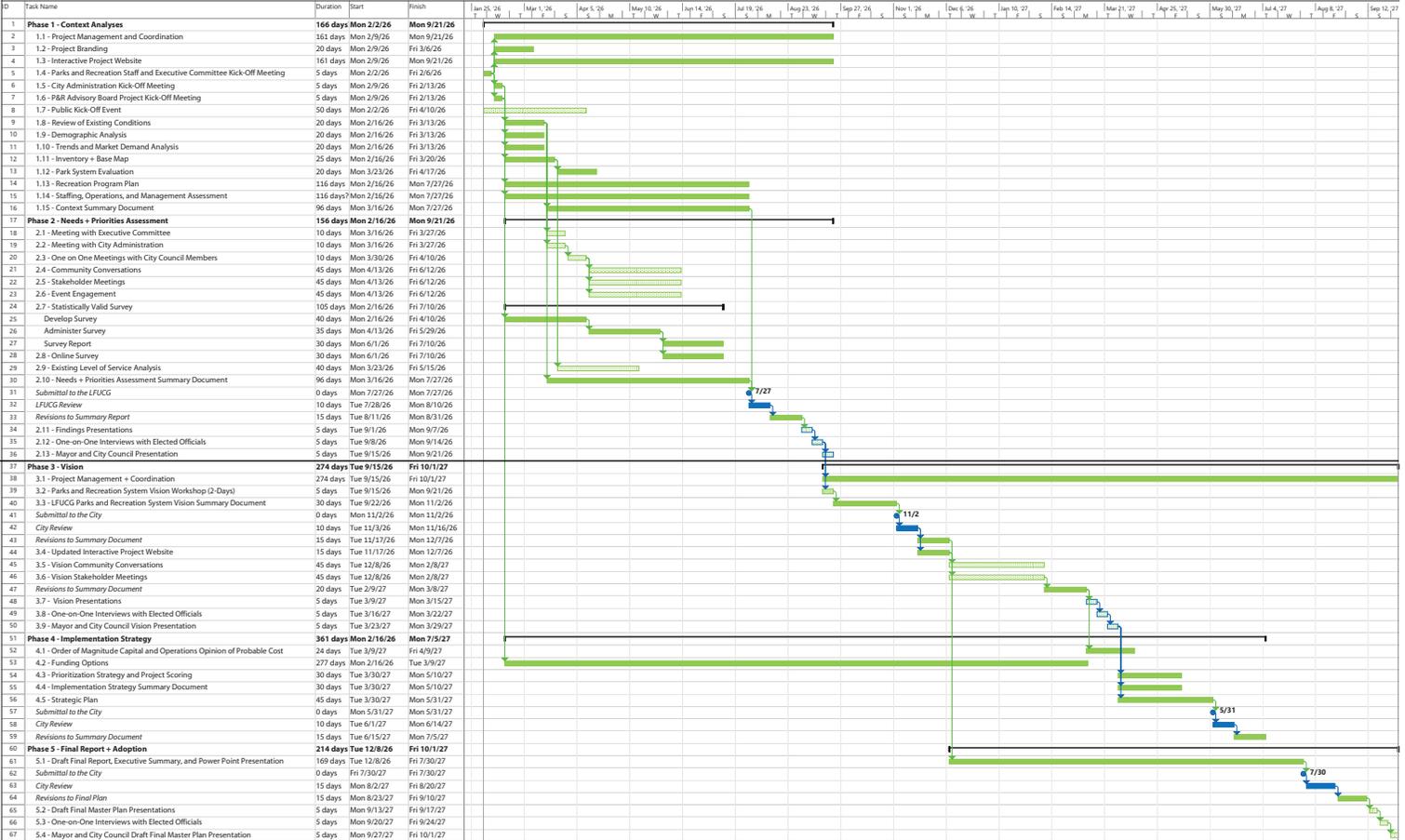


Diagram Legend

- Project Phases
- Interactive Project Website Engagement
- Community Conversations/Stakeholder Meetings
- Community Surveys
- Vision Workshop
- Staff, Executive Committee Parks and Recreation Advisory Board Meetings
- City Administration, Mayor, City Council Interviews/ Meetings

Lexington Fayette Urban County Government Parks and Recreation Master Plan  
 PRELIMINARY DETAILED DRAFT Project Schedule | October 2025



## 6 Deliverables

The Perez Planning + Design (PP+D) Team is committed to providing data and documents throughout the planning process to support the Parks and Recreation Master Plan's progress and ensure that appropriate reporting and documentation is available to the Lexington-Fayette Urban County Government (LFUCG) and the public for review and comment. Below is a list of deliverables per phase followed by examples of completed deliverables.

### LFUCG Part 1 Deliverables

#### Phase 1- Context Analysis Deliverables:

- Draft and Final Phase 1- Context Analysis Summary Document + Power Point Presentation
  - \* Summary of Community Analysis Methodology
  - \* Community Analysis Findings
  - \* Inventory and Condition of Existing Park and Recreation Facilities
- Appendix with all data collected

#### Phase 2- Needs and Priorities Assessment Deliverables:

- Phase 1 Context Analysis and Phase 2- Needs and Priorities Assessment Executive Summary (also formatted for website)
- Draft and Final Phase 2- Needs and Priorities Assessment Summary Document + Power Point Presentation
  - \* Summary of Stakeholder Engagement Methodology
  - \* Stakeholder Engagement Findings
  - \* Needs Assessment / Identifying Service Gaps and Access Needs
- Appendix with all data collected

#### Provided for All Phase Deliverables:

- All spreadsheets in separate, Excel files, graphic files in high resolution format for any logos created to represent the project.
- All GIS shapefiles created to produce maps
- All requested photographs specifically collected as part of the project (JPEG Format)
- Documents formatted for printing as directed by the LFUCG

### LFUCG Part 2 Deliverables

#### Phase 3 Deliverables:

- Draft and Final Phase 3- Vision Summary Document + Power Point Presentation
  - \* Summary of Stakeholder Engagement Methodology
  - \* Stakeholder Engagement Findings
  - \* Policy Overview and Recommendations for new/ revised policies
  - \* Administration and Management recommendations
  - \* Sustainability and Environmental resilience recommendations
  - \* Technology and Innovation recommendations
  - \* Programs and Services recommendations
  - \* Park Classification & Standards
  - \* Maintenance and Operations recommendation
  - \* Park Classification & Standards
  - \* Park and Recreation Facility recommendations
  - \* Parkland Acquisition and Development recommendations
- Appendix with all data collected

#### Phase 4 Deliverables:

- Draft and Final Phase 4- Implementation Summary Document + Power Point Presentation
  - \* Park Fund Leverage Strategies and Balanced Investment recommendations
  - \* Prioritization Strategy Methodology and Prioritized Project List with Planning Level, Opinion of Probable Capital and Operation Costs
  - \* Staff Action Plan
  - \* Strategic Plan
- Appendix with all data collected

#### Phase 5 Deliverables:

- Draft and Final Parks and Recreation Master Plan Report + Power Point Presentation
- Draft and Final Executive Summary of Parks and Recreation Master Plan
- Appendix with all data collected





## 7 Assumptions and Constraints

Following are assumptions that the Perez Planning + Design (PP+D) Team considered during the development of the Lexington-Fayette Urban County Government (LFUCG) Parks and Recreation Master Plan Scope and Fee:

- It is assumed that the LFUCG would coordinate meetings with the Executive Committee, City Administration, and one-on-one meetings Mayor and City Council Members informed by the availability of the PP+D Team.
- It is assumed that the LFUCG would lead the promotion of the LFUCG Parks and Recreation Master Plan process including community conversations, event engagements, and online surveys.



## 8 Pricing Matrix

Below is the Perez Planning + Design (PP+D) Team’s Lump Sum price for the Lexington-Fayette Urban County Government’s (LFUCG) Part 1 along with a separate Additive Alternative Lump Sum of Part 2 of this work. The following page contains our Team’s hourly rates. We look forward to the opportunity to discuss our fees with the LFUCG in more detail and revise them per the LFUCG’s direction.

Consultant Services	Lump Sum Fee
1a. Parks and Recreation Master Plan Part I - Community Analysis	\$ 218,500
1b. Parks and Recreation Master Plan Part I - Stakeholder Engagement	\$ 158,500
1c. Parks and Recreation Master Plan Part I – Presentation and Final Deliverables	\$ 65,500
<b>Part I Base Bid Subtotal</b>	<b>\$ 442,500</b>
2a. Parks and Recreation Master Plan Part II – 25% Scope Complete	\$ 91,875
2b. Parks and Recreation Master Plan PartII – 50% Scope complete	\$ 91,875
2c. Parks and Recreation Master Plan Part II – 75% Scope complete	\$ 91,875
2d. Parks and Recreation Master Plan Part II – 100% Scope complete	\$ 91,875
<b>Additive Alternate Part II Subtotal</b>	<b>\$ 367,500</b>
<b>Phase I Base Bid and Additive Alternate Part II Total</b>	<b>\$ 810,000</b>

**Additional Services:**

*Task 1.7. Public Kick-off Event:* \$18,300

*Task 2.9. Existing Level of Service Analysis - Park Visitation LOS:* \$13,500 for up to/ everyone 10 parks.



# Hourly Rates

## **PEREZ PLANNING + DESIGN**

Carlos Perez - Project Manager	\$135
Kevan Klosterwill - Associate Planner	\$115
Nick Stephens - Planner	\$110
Yan Duan - Urban Designer	\$105
Administrative Assistant	\$ 50

## **PROS CONSULTING**

Brian Trusty - Principal	\$200
Jayne Miller - Principal	\$200
Leon Younger - Principal	\$230
Travis Tranbarger - Senior Project Manager	\$155

## **LORD AECK SARGENT**

Stanford Harvey - Principal	\$230
Jordan Sebastian - Senior Associate	\$185
Kevin Kinney - Landscape Designer	\$120

## **CIVICLEX**

Richard Young - Executive Director	\$200
Kit Anderson - Deputy Director	\$165
Haley Wartell - Communications Specialist	\$135
Lilly Bramley - Project Specialist	\$125

## **ETC INSTITUTE**

Jason Morado - Director of Community Research	\$221.71
Ryan Murray - Assistant Director of Community Research	\$169.23
Researcher	\$ 80.29
Support Staff	\$ 67.85

## **EHI CONSULTANTS**

Edward Holmes - Principal	\$250
Ryan Holmes - Project Manager	\$200
Professional Engineer	\$175
Senior Planner	\$115
Planner	\$110

## **NATIONAL GOLF FOUNDATION**

Richard B. Singer - Senior Director of Consulting Services	\$200
Edward Getherall - Senior Associate Consultant	\$175
Bill Golden - Associate Consultant	\$175
Jodi Reilly - Consulting/ Research Administrator	\$ 75

## **KEVIN H. HARGRAVE, GOLF COURSE ARCHITECT**

Kevin Hargrave - Principal	\$300
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## **COUNCILMAN-HUNSAKER**

George Deines - Principal	\$285
Director	\$250
Project Manager	\$220
Project Engineer/Architect	\$185.00
Design Associate	\$155
Administrative	\$90

## **RMPK FUNDING**

Ryan Ruskay - Principal	\$200
Planner	\$150



9 Forms

AFFIDAVIT

Comes the Affiant, Carlos F. Perez, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Carlos F. Perez and he/she is the individual submitting the proposal or is the authorized representative of Perez Planning + Design, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page



7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

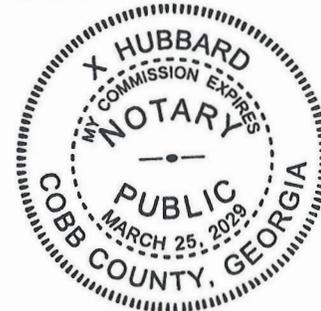
STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the 2nd day of October, 2025.

My Commission expires: 3-25-2029

NOTARY PUBLIC, STATE AT LARGE





## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government’s intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination



in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
\_\_\_\_\_  
*Signature*

Carlos Perez, President

Perez + Planning Design, LLC  
\_\_\_\_\_  
*Name of Business*



**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	5	2	1	1							1					3	2
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2				2												2
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	7	2	1	1	2						1					3	4

Prepared by: Carlos Perez, President Date: 10 / 7 / 25

*(Name and Title)*

*Revised 2015-Dec-15*



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*Leon Younger*  
\_\_\_\_\_  
Signature

PROS Consulting, Inc.  
\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: PROS Consulting, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1														
Professionals		7	3		1												
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>		8	4	1													

Prepared by: Leon Younger, President Date: 10 / 7 / 2025

*(Name and Title)*

*Revised 2015-Dec-15*



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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### The Law

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Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

Lord Aeck Sargent Planning & Design, Inc  
Name of Business



WORKFORCE ANALYSIS FORM

Name of Organization: Lord Aeck Sargent Planning & Design, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		54	52	3	3	2	4			3	5					62	64
Superintendents																	0
Supervisors																	0
Foremen																	0
Technicians																	0
Protective																	0
Para-																	0
Office/Clerical		3	14	1	1	1	5				1					5	21
Skilled Craft																	0
Service/Maintena																	0
<b>Total:</b>																67	85

Prepared by: Victoria Cunningham, Director of Business Operations Date: 10/7/25



## **EQUAL OPPORTUNITY AGREEMENT**

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\_\_\_\_\_  
Signature

National Golf Foundation Consulting, Inc.  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: National Golf Foundation Consulting, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		2	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>		2	3														2 3

Prepared by: Richard Singer, Sr. Director of Consulting Services Date: 10 / 7 / 2025

*(Name and Title)*

*Revised 2015-Dec-15*



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\_\_\_\_\_  
Signature

ETC Institute  
\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: ETC Institute

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	9	7		1		1											
Professionals	12	5	4	1			1			1							
Superintendents																	
Supervisors	8	5	2							1							
Foremen																	
Technicians	15	3	7		1		1			1	1			1			
Protective Service																	
Para-Professionals																	
Office/Clerical	6	2	4														
Skilled Craft																	
Service/Maintenance	2					2											
<b>Total:</b>	52																

Prepared by: Ryan Murray, Assistant Director of Community Research  
(Name and Title)

Date: 10/07/2025  
Revised 2015-Dec-15



## **EQUAL OPPORTUNITY AGREEMENT**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
EHI Consultants  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: EHI Consultants

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			2														2
Professionals		2	1			4										6	1
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Ryan Holmes Date: 10 / 7 /2025

*(Name and Title)*

*Revised 2015-Dec-15*



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\_\_\_\_\_  
*Signature*

CivicLex

\_\_\_\_\_  
*Name of Business*



WORKFORCE ANALYSIS FORM

Name of Organization: Civiclex

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		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		1	4												1	1	5
Superintendents																	
Supervisors		1	1													1	1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>		<b>2</b>	<b>5</b>												<b>1</b>	<b>2</b>	<b>6</b>

Prepared by: Kit Anderson, Deputy Director Date: 10 / 8 / 25

(Name and Title)

Revised 2015-Dec-15



## **EQUAL OPPORTUNITY AGREEMENT**

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*Ryan Ruskay*  
\_\_\_\_\_  
Signature

RMPK Funding  
\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: RMPK Funding

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators			1															1
Professionals	3	1	1															2
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical																		
Skilled Craft																		
Service/Maintenance																		
<b>Total:</b>	3	1	2															3

Prepared by: Ryan Ruskay, President Date: 10 / 7 / 25  
*(Name and Title)* *Revised 2015-Dec-15*



page intentionally left blank



Firm Submitting Proposal: Perez Planning + Design, LLC

Complete Address: 878 Peachtree Street NE, Suite 827 Atlanta GA 30309  
Street City Zip

Contact Name: Carlos Perez Title: President

Telephone Number: 404.416.0114 Fax Number: 404.393.2029

Email address: cperez@perezpd.com



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 32-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Consultants 333 West Vine Street, Suite 300 Lexington, KY (859) 495-4881 eholmes@ehiconsultants.com	DBE/ MBE	Planning Public Engagement Cost Estimating	\$65,600	8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

**Perez Planning + Design, LLC**

Company

**10/7/25**

Date

**Carlos Perez**

Company Representative

**President**

Title



## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	Perez Planning + Design, LLC	<b>Date:</b>	10/7/2025
<b>Project Name:</b>	LFUCG Parks and Recreation Master Plan	<b>Project Number:</b>	RFP#32-2025
<b>Contact Name:</b>	Carlos F. Perez	<b>Telephone:</b>	(404) 416-0114
<b>Email:</b>	cperez@perezpd.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

The Bidder/ Proposer is a Certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) in the State of Georgia and in the City of Atlanta, Georgia. The Bidder/ Proposer currently does not have any contractual relationships with Kentucky minority-owned, woman-owned, veteran-owned, or small business during the last two years.

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No



If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.



- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
  
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
  
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
  
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
  
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

See subsequent page for document.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

**4. Bidder/ Propose Documentation Good Faith and Outreach Efforts.**

<b>ID</b>	<b>Date</b>	<b>Medium</b>	<b>Outcome</b>	<b>Included Back-Up Documentation</b>
1	9/18/25	Email	Email correspondence with local firm that works with MBE firms to identify potential firms to include on the Team.	Email correspondence
2	9/22/25	Email	Email introduction with MBE firm to set up a call.	Email correspondence
3	9/24/25	Email	Follow-up email to MBE firm requesting information to be included in RFP submittal.	Email correspondence
4	9/30/25	Email	Email correspondence with local firm that works with MBE firms to identify other potential firms to include on the Team.	Email correspondence
5	10/2/25	Email	Email to Minority Business Enterprise Liaison to identify potential firms.	Email correspondence
6	10/2/25	Email	Email correspondence with MBE firm providing scope and fee budget template for them to fill-out.	Email correspondence
7	10/2/25	Email	Email to potential second firm requesting interest to join Team and never heard back.	Email correspondence
8	10/7/25	Email	Email from MBE firm with fee for scope of work, which was included in proposal.	Email correspondence

Subsequent pages include back-up documentation as noted above.



ID - 1

**Carlos Perez**

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**From:** Stan Harvey <Stan.Harvey@lordaecksargent.com>  
**Sent:** Thursday, September 18, 2025 5:07 PM  
**To:** Carlos Perez; Sarah Boyer  
**Cc:** Jordan Sebastian  
**Subject:** RE: LEX Parks Master Plan

Carlos-

See [below](#).

**Stanford Harvey, FAICP**

Principal  
269 W. Main Street, Suite 500  
Lexington, KY 40507  
C: 404 312 9145

**LORD AECK SARGENT**

Responsive Design

[LordAeckSargent.com](http://LordAeckSargent.com)

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**From:** Carlos Perez <cperez@perezpd.com>  
**Sent:** Thursday, September 18, 2025 4:33 PM  
**To:** Stan Harvey <Stan.Harvey@lordaecksargent.com>; Sarah Boyer <Sarah.Boyer@lordaecksargent.com>  
**Cc:** Jordan Sebastian <Jordan.Sebastian@lordaecksargent.com>  
**Subject:** RE: LEX Parks Master Plan

Good afternoon Stan,

It was nice to meet you as well! Thank you for thinking of us!

A couple of follow-up questions/ comments:

- The proposal is still due October 8<sup>th</sup>, correct? **YES**
- I see they have specific DBE/ MBE/ WBE/ and Veteran's/ Disabled Veteran Owned Business Enterprise goals. Do you know firms that could help meet these goals? **FYI, THOSE ARE CITY-WIDE GOALS AND NOT NECESSARILY PROJECT GOALS, BUT THEY WILL WANT MBE PARTICIPATION. TWO SUGGESTIONS- EHI CONSULTANTS COULD BE PART OF THE COMMUNITY ENGAGEMENT STRATEGY WITH CIVIC LEX (<https://www.ehiconsultants.com/>) AND ALSO EQUITY/ACCESS. MY ONLY OTHER THOUGHT WOULD BE SOME KIND OF ENVIRONMENTAL CONSULTANT**
- \$150k for public engagement sounds about right. For comparison, our Atlanta Plan included \$250K for public engagement, which was given to Park Pride. They also paid for the Statistically Valid Survey. **FWIW, CIVICLEX CAN DO THE SURVEY**
- Given what you've learned from CivicLEx, do you think we still have a shot? **YES**



ID - 2

**Carlos Perez**

---

**From:** Ryan Holmes <rholmes@ehiconsultants.com>  
**Sent:** Monday, September 22, 2025 11:45 AM  
**To:** Carlos Perez; Stan Harvey  
**Cc:** Jordan Sebastian  
**Subject:** RE: Lexington Parks & Rec Plan

2p works for me.

---

**From:** Carlos Perez <cperez@perezpd.com>  
**Sent:** Monday, September 22, 2025 9:50 AM  
**To:** Ryan Holmes <rholmes@ehiconsultants.com>; Stan Harvey <Stan.Harvey@lordaecksargent.com>  
**Cc:** Jordan Sebastian <Jordan.Sebastian@lordaecksargent.com>  
**Subject:** RE: Lexington Parks & Rec Plan

Stan – Than you for the introduction!

Ryan – it is nice to meet you via email! By chance, what does your afternoon look like today? I have some time between 2 pm – 4pm.

Thoughts?

Thanks!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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**From:** Ryan Holmes <rholmes@ehiconsultants.com>  
**Sent:** Monday, September 22, 2025 9:31 AM  
**To:** Stan Harvey <Stan.Harvey@lordaecksargent.com>; Carlos Perez <cperez@perezpd.com>  
**Cc:** Jordan Sebastian <Jordan.Sebastian@lordaecksargent.com>  
**Subject:** RE: Lexington Parks & Rec Plan

Thanks for the introduction.

Hi Carlos – Let me know what your schedule looks like this week and we can hop on a call to discuss.

**Ryan Holmes, AICP**  
Principal / Planner

**EHI Consultants**  
*Planning, Engineering, Environmental*

815 W. Market Street, Suite 304  
Louisville, KY 40202



ID - 3

**Carlos Perez**

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**From:** Carlos Perez  
**Sent:** Wednesday, September 24, 2025 3:36 PM  
**To:** Ryan Holmes  
**Cc:** Thomas Benford  
**Subject:** RE: Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Ryan,

Thank you for the email and thank you for joining our Team!

Wonderful! Thank you to you and Thomas in advance.

Thank you again!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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**From:** Ryan Holmes <[rholmes@ehiconsultants.com](mailto:rholmes@ehiconsultants.com)>  
**Sent:** Wednesday, September 24, 2025 3:35 PM  
**To:** Carlos Perez <[cperez@perezpd.com](mailto:cperez@perezpd.com)>  
**Cc:** Thomas Benford <[benford@ehiconsultants.com](mailto:benford@ehiconsultants.com)>  
**Subject:** RE: Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Hey Carlos – Thanks again from bringing us onto the team.

Thomas Benford will start pulling that information together and send to you. Let us know if you need anything else in the meantime. Thanks!

---

**From:** Carlos Perez <[cperez@perezpd.com](mailto:cperez@perezpd.com)>  
**Sent:** Wednesday, September 24, 2025 3:33 PM  
**To:** Ryan Holmes <[rholmes@ehiconsultants.com](mailto:rholmes@ehiconsultants.com)>  
**Subject:** Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Good afternoon Ryan,

Thank you for joining the Perez Planning + Design Team to pursue the above-mentioned project! Kindly see below for the information that we'll need from each firm to include in the proposal:

- **Consultant Team Profiles and References | Due by Wednesday, October 1<sup>st</sup> COB.**
  - Brief, general business profile that we can include in the proposal.
  - 5 project overviews and references of similar projects specific to the firm's task on the project (Support Public Engagement, Park System Equity Analysis and Recommendations, including exploring intersectionality of Paks and Affordable Housing, and Order of Magnitude Planning Level Opinion of Probable Costs for Park System Improvement recommendations) completed with the last 10-years.



- One page resume for each proposed team member with professional qualifications and relevant experience.
- **Approach, Fee, and Schedule | Thursday, October 2<sup>nd</sup> COB.**
  - I will send a Draft Project Approach and Schedule by Monday, September 29<sup>th</sup> to get initial input on the scope as well as fees.
  - I would need comments and fees back by Thursday, October 2<sup>nd</sup>. I imagine there will be back and forth over the following few days with the goal of wrapping up the fees by Monday, October 6<sup>th</sup>

Let me know what you think and please reach out with any questions.

Many thanks!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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ID - 4

**Carlos Perez**

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**From:** Stan Harvey <Stan.Harvey@lordaecksargent.com>  
**Sent:** Tuesday, September 30, 2025 12:59 PM  
**To:** Carlos Perez; Kit Anderson  
**Cc:** Richard Young; Jordan Sebastian  
**Subject:** RE: Lexington Parks and Recreation Master Plan Follow-Up

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I don't have a lot of direct experience, but here are a few:

[https://wiserstrategies.com/?utm\\_medium=referral\\_profile&utm\\_source=clutch.co](https://wiserstrategies.com/?utm_medium=referral_profile&utm_source=clutch.co)

<https://groupcj.com/>

**Stanford Harvey, FAICP**

Principal  
269 W. Main Street, Suite 500  
Lexington, KY 40507  
C: 404 312 9145

**LORD AECK SARGENT**

Responsive Design

[LordAeckSargent.com](http://LordAeckSargent.com)

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**From:** Carlos Perez <cperez@perezpd.com>  
**Sent:** Tuesday, September 30, 2025 12:39 PM  
**To:** Kit Anderson <kit@civiclex.org>  
**Cc:** Richard Young <richard@civiclex.org>; Stan Harvey <Stan.Harvey@lordaecksargent.com>; Jordan Sebastian <Jordan.Sebastian@lordaecksargent.com>  
**Subject:** RE: Lexington Parks and Recreation Master Plan Follow-Up

Kit,

As a follow-up to our conversation last week, any thoughts on a PR firm? We discussed 418 Communications. Is that still a good firm? Any other firm that comes to mind that is MBE?

Thank you again!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)



ID - 5

**Carlos Perez**

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**From:** Carlos Perez  
**Sent:** Thursday, October 2, 2025 2:23 PM  
**To:** 'Sherita Miller'  
**Subject:** RE: RFP #32-2025 Parks and Recreation Master Plan

Sherita,

Thank you kindly for the email response! This is all very helpful!

Thank you again!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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**From:** Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>  
**Sent:** Thursday, October 2, 2025 2:07 PM  
**To:** Carlos Perez <[cperez@perezpd.com](mailto:cperez@perezpd.com)>  
**Subject:** RE: RFP #32-2025 Parks and Recreation Master Plan

Hi Carlos,

Attached is a copy of LFUCG's certified list. This is an overall list of business with various specialties. In addition, below are other entities that maintain lists.

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE) Program,  
<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx> .

Kentucky Minority and Women Business Enterprise (MWBE) Certification Program,  
<http://mwbe.ky.gov/Pages/default.aspx>

Thanks, Sherita

**Sherita Miller, MPA, CPSD**  
*Minority Business Enterprise Liaison*  
Division of Procurement

859.258.3323 office  
[lexingtonky.gov](http://lexingtonky.gov)





1775 – 2025

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**From:** Carlos Perez <[cperez@perezpd.com](mailto:cperez@perezpd.com)>  
**Sent:** Thursday, October 2, 2025 1:26 PM  
**To:** Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>  
**Subject:** RFP #32-2025 Parks and Recreation Master Plan

You don't often get email from [cperez@perezpd.com](mailto:cperez@perezpd.com). [Learn why this is important](#)

**[EXTERNAL] Use caution before clicking links and/or opening attachments.**

Good afternoon Ms. Miller,

Our firm is pursuing RFP #32-2025 Parks and Recreation Master Plan.

Would you be able to kindly share the list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB)?

Thank you kindly!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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ID - 7

**Carlos Perez**

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**From:** Carlos Perez  
**Sent:** Thursday, October 2, 2025 7:54 PM  
**To:** 'creative@wiserstrategies.com'  
**Subject:** Message for Risa Richardson | Lexington Parks and Recreation Master Plan RFP  
**Attachments:** Lexington PRMP RFP.pdf

Good evening Wiser Strategies!

This message is for Risa Richardson, who I understand from your website works with Firm's Public Relations Services, or someone in the Firm that may be able to help.

My name is Carlos Perez with Perez Planning + Design, based out of Atlanta, GA. We are leading a Team of consultant to pursue the attached Lexington-Fayette Urban County Government Parks and Recreation Master Plan Request for Proposal (RFP), due next Wednesday, October 6, 2025 via online portal.

We are looking for a local Lexington, WBE Firm to assist us with Public Relations Services for this project. Specifically, we would be looking for a firm to assist our team with the following:

- Reviewing and/ or creating messaging to promote the project's public engagement opportunities (e.g., public meetings, events, and online surveys).
- Multi-channel promotion of the project's public engagement opportunities.
- Creating one, potentially two short videos to promote the process. (Click [here](#) to see an example of a video that we worked with the City of Knoxville to create for the Knoxville Parks and Recreation Master Plan).

Let me know if this is something that you may be interested in helping us out with, considering the short turn around for RFP content which would include Firm Bio, Examples of Similar Lexington Work, Resumes, and Fee.

Thank you kindly for your time and attention to this email.

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**

404.416.0114

[www.perezpd.com](http://www.perezpd.com)[cperez@perezpd.com](mailto:cperez@perezpd.com)

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ID - 8

**Carlos Perez**

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**From:** Ryan Holmes <rholmes@ehiconsultants.com>  
**Sent:** Tuesday, October 7, 2025 4:19 PM  
**To:** Carlos Perez  
**Cc:** Stan Harvey  
**Subject:** RE: Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Hey Carlos – The requested documents/fee budget are attached. Let me know if you need anything else. Thanks!

---

**From:** Carlos Perez <cperez@perezpd.com>  
**Sent:** Tuesday, October 7, 2025 2:17 PM  
**To:** Ryan Holmes <rholmes@ehiconsultants.com>  
**Cc:** Stan Harvey <stan.harvey@lordaecksargent.com>  
**Subject:** RE: Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Good afternoon Ryan,

Hope all is well!

Wanted to follow-up on the email below to see if you had any questions. Thoughts on when you would be able to share EHI's fee?

Please remember to include hourly rates of staff who will be working on the project since we'll have to include those.

Thanks!

Carlos F. Perez, PLA  
Principal

**Perez Planning + Design, LLC**  
404.416.0114  
[www.perezpd.com](http://www.perezpd.com)  
[cperez@perezpd.com](mailto:cperez@perezpd.com)

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**From:** Carlos Perez  
**Sent:** Thursday, October 2, 2025 3:29 PM ID - 6  
**To:** Ryan Holmes <[rholmes@ehiconsultants.com](mailto:rholmes@ehiconsultants.com)>  
**Cc:** Stan Harvey <[stan.harvey@lordaecksargent.com](mailto:stan.harvey@lordaecksargent.com)>  
**Subject:** RE: Lexington-Fayette Urban County Government RFP# 32-2025 Parks and Recreation Master Plan Response Needs

Good afternoon Ryan,

As a follow-up to the email below, kindly see attached for the scope items that we would look to EHI to assist us with. I also included a fee budget for you to use to include your Billable Rates (which the City is asking for) and the numbers of hours per task to inform fees.

As it relates to fees for public engagement support, that will be based on the number of Sectors/ Planning Areas referenced in the emails below. Thoughts?



The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

**Perez Planning + Design, LLC**

**Company**

**10/7/25**

**Date**

**Carlos Perez**

**Company Representative**

**President**

**Title**



## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.



9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according



- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must



be signed by a duly authorized officer, agent or employee of the Respondent.

- 16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

\_\_\_\_\_  
Signature

**10/7/25**

\_\_\_\_\_  
Date



**LEXINGTON**

**EXHIBIT "C"**

Part 1 Negotiated Scope

## Lexington Fayette Urban County Government

### Parks and Recreation Master Plan Part 1 Negotiated Scope of Work

#### Part 1

#### Phase 1 – Context Analysis

Phase I is designed to establish a strong foundation for the parks and recreation master planning process through the analysis of three Contexts:

- **Planned Context** - Review of previous LFUCG planning studies.
- **Demographic Context** - Review of LFUCG's existing and projected demographics.
- **Park System Context** - Assessment of the existing conditions of the parks system.

Following are the tasks that PP+D proposes to complete for Phase 1-Context Analyses.

**1.1. Project Management + Coordination:** PP+D will coordinate our work with the LFUCG's Project Manager. PP+D will hold regular bi-weekly meetings with LFUCG Staff to review progress, present information, and discuss the direction of remaining portions of the project. It is envisioned that one of the bi-weekly meetings will include a meeting with City Administration to provide an update of the process.

In an effort to keep the project on schedule, we have found that pre-scheduling project milestone dates such as deliverable submittal dates, LFUCG review periods, public engagements, presentations, etc., is key to the project remaining on schedule. PP+D will submit a project schedule to the LFUCG and revise per written comments provided by the LFUCG.

**1.2. Project Branding:** PP+D proposes to develop three project branding options for the LFUCG including logos, fonts, and colors and submit them to the LFUCG for review. PP+D will revise one of the selected options per the LFUCG's comments and develop a final brand for the project. PP+D will then use the logo to develop business cards for the project that can be distributed to encourage participation in the planning process. Additionally, the project brand will be included in all project documents.

**1.3. Interactive Project Website:** The PP+D Team will develop an interactive project website for the project. We propose using third party providers such as Publicinput.com, Social Pinpoint, ArcGIS Survey 123 or similar that allow the project to not only have a presence on the internet but also allow visitors to provide feedback about the process as desired by the LFUCG in multiple languages.

For Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment, we envision the interactive website providing two primary exercises:

- **Interactive Map** - This exercise allows users to navigate throughout the City and provide comments related to topics desired by the LFUCG. The PP+D Team will work with the LFUCG to identify those topics.
- **Brief Introductory Survey**- The PP+D Team will work with the LFUCG to develop a brief introductory survey to collect preliminary input on the Master Plan process. CivicLex would analyze the findings and integrate the findings into the Context Analysis Summary Report.

**1.4. Lexington Parks and Recreation Staff and Executive Committee Project Kick-Off Meetings:** PP+D will complete in-person Kick-Off Meetings with Parks and Recreation Staff and the Executive Committee.

The purpose of these kick-off meetings will be to review the project scope, schedule, expectations, roles and responsibilities. Specifically, the Kick-Off Meeting may cover, but may not be limited to covering the following:

- Documentation, and data requests, and project schedule.
- Preliminary discussion of department needs, concerns, political climate, general number and condition of existing amenities, known demographic, crime data, population health and wellness data, community health data, past planning efforts by the LFUCG, etc.
- Discuss existing reports, capital improvement plans, area plans, GIS data, mapping, and other relevant information to familiarize the PP+D Team with past efforts and current programs and determine what other information should be gathered.
- Project promotional strategies including, but not limited to traditional and digital strategies such as promotional project business cards, flyers, mailers, door hangers, restaurant table promotional tents, radio interviews, park yard signs, email blasts, social media posts, social media ads, robocalls, promotional videos, etc.

PP+D will develop a meeting summary and submit it to the LFUCG for review.

**1.5. City Administration Project Kick-Off Meeting:** PP+D will also complete an in-person Kick-Off Meeting with City Administration. The purpose of these kick-off meetings will be reviewing the project scope, schedule, goals, objectives, expectations, potential issues, and concerns. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**1.6. Parks and Recreation Advisory Board Project Kick-Off Meeting:** PP+D also proposes completing an in-person Kick-Off Meeting with the Parks and Recreation Advisory Board. The purpose of this kick-off meeting will be to introduce the Advisory Board to the project team, review project scope, schedule, expectations, roles, responsibilities and receive preliminary input from the Advisory Board about parks and recreation needs, priorities, issues, and opportunities. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**1.7. Public Kick-off Event:** Representatives from PP+D, CivicLex, and Lord Aeck Sargent (LAS) will work with the LFUCG to prepare and facilitate a Public Kick-Off Event for the Parks and Recreation Master Plan. It is envisioned that this Public Kick-Off Event will be combined with an existing City special event, potentially the St. Patrick's Day Special Event. PP+D Team Members will prepare exercises to collect input from event attendees and informational content about the Master Plan to share with attendees. PP+D will collect and tally the results from the event to include in the Master Plan.

**1.8. Review of Existing Conditions:** Parks and Recreation Master Plans are never completed in a vacuum. EHI will complete an existing plan and context review for all relevant surveys, studies, and planning documents from the LFUCG that may influence the plan provided by the LFUCG, including:

- Previous park master plans
- Park and recreation sites inventory and assessments
- Community plans and studies
- GIS data and mapping
- Survey data and information on community needs and desires

EHI will provide a brief summary of the documents to identify relevant data that may include but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, projects, and document data matrix to help maintain an inventory of the existing information.

**1.9. Demographic Analysis:** Critical to meet CAPRA Standard 10.5.1, PP+D will utilize current and projected demographic data to understand what the community looks like now and what it may look like in 5 and in 10-years.

PP+D will analyze population composition, population growth projection and trends, and socio-economic factors to prepare charts and graphs illustrating the LFUCG's actual growth, projected growth, and community health challenges. PP+D will work with the LFUCG to determine appropriate data sources to use, which may include data from Environmental Systems Research Institute, Inc. (ESRI), the LFUCG, and the State. PP+D will look at the data by census tract, Park Planning Districts, and citywide when evaluating service areas.

Similar to other projects that PP+D has worked on, the PP+D Team will work with Staff to organize the LFUCG into up to six (6) Park Planning Districts. The organization of these Park Planning Districts is typically primarily informed by population, population density, and infrastructure. The PP+D Team can also overlay other data sets such demographic, socio-economic data, and findings from the Comprehensive Opportunity Assessment that Team member EHI is currently completing for LFUCG Parks and Recreation to further inform the organization of Park Planning Districts. Establishing these Park Planning Districts will be a critical step in the process and will be used to guide public engagement input and analysis of findings.

PP+D will review, identify, and summarize trends, and graphically depict key findings in charts, graphs, and narratives.

**1.10. National, Regional, and Local Recreation and Leisure Trends and Market Demand Analysis:** PROS Consulting, NGF Consulting, and Counsilman-Hunsaker will develop a National, Regional, and Local Recreation and Leisure Trends Analysis as follows:

- **Parks and Recreation:** PROS Consulting will complete a Trends Analysis that provides an understanding of national, regional, and local recreational trends as well as recreational interest by age segments.

It will include but not be limited to data collection and analysis, AI tools, marketing, programming and management of historically significant spaces, natural areas and naturalized spaces, recreational outreach programs, and engagement and volunteering of all ages.

Trends data used for this analysis will be obtained from sources including, but not limited to Sports & Fitness Industry Association's (SFIA), National Recreation and Park Association (NRPA), Environmental Systems Research Institute, Inc. (ESRI), etc. Where applicable, trend data is based on current and/or historical participation rates, statistically valid survey results, or NRPA Park Metrics.

The Sports & Fitness Industry Association's (SFIA) current Sports, Fitness & Leisure Activities Topline Participation Report is also utilized in evaluating the following trends:

- National Recreation Participatory Trends
- Core vs. Casual Participation Trends

The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the U.S. The study will look at 120 different sports/activities and will subdivide them into various categories including: sports, fitness, outdoor activities, etc.

- **Golf:** NGF Consulting will analyze the supply/ demand dynamic that is driving the competitive public access golf market in the greater Lexington market. They will document relevant local competition in terms of relative quality, programs offered, fee structures, and trends in activity so that we can identify the appropriate programming, price, value and mix of amenities for Lexington golf facilities. They will also identify key golf participation and activity trends in the population, as well as emerging trends in golf service that may impact the continued operation of LFUCG golf facilities.
- **Aquatics:** Counsilman-Hunsaker will analyze national, regional, and local aquatics trends, including weather analysis and economic considerations that may affect the future viability of aquatics facilities. Additionally, they will study other area aquatic providers to better understand the aquatic services and facilities that are provided in the region and the fees that are being charged for those services. This information will also be used as a benchmark when comparing the services offered by the LFUCG's aquatic facilities as opposed to the similar area providers.

The PP+D Team will organize this information into a summary document with key findings.

**1.11. Inventory + Base Map:** Critical to meeting CAPRA Standard 10.4, the PP+D Team will work collaboratively with staff to compile a comprehensive inventory of the existing and planned parks and facilities based on data provided by the LFUCG.

EHI will use and build on the existing work with the LFUCG to develop a comprehensive inventory that includes park type, park location, acreage, the number of benchmarkable indoor and outdoor facilities and amenities in parks, existing plans, and available programs and events. EHI will also provide a GIS-based map that will illustrate the location, type of park, pedestrian, bicycle, and vehicular access.

The PP+D Team will submit the base map and inventory for the LFUCG's review to ensure accuracy and consistency and will revise according to the written comments provided by the LFUCG.

**1.12. Park System Evaluation:** Critical to meet CAPRA Standard 10.4, PP+D Team members will visit a representative sample of up to forty (40) parks to photograph and document the existing conditions of a representative sample of the LFUCG's parks and recreation system as follows:

- **Parks, Recreation Facilities, Indoor Centers, and Aquatic Facilities:** Completed by PP+D, LAS, and Counsilman-Hunsaker.
  - Prior to these visits, the PP+D Team will work with the LFUCG to review and if desired, modify our Team's Parks Evaluation Form to analyze the LFUCG's parks and recreation system, based on the expressed values of the community. The form is a result of our Team's experience in completing over 500 Parks and Recreation Master Plans nationwide and uses criteria adapted from Project for Public Spaces (PPS) methodology for evaluating the effectiveness and performance of the public space. While completing park evaluations, the Team would randomly interview park users, dog walkers, joggers, and other residents/ visitors we encounter to collect input on the parks and recreation system.
  
- **Golf Facilities:** Completed by NGF Consulting and Kevin Hargrave Golf Course Architect.

- NGF Consulting will conduct an evaluation of all five golf facilities while Kevin Hargrave will conduct an evaluation of two representative golf facilities to prepare a review of potential enhancements that could be made to: (1) improve revenue performance; (2) reduce environmental “footprint;” and/or (3) reduce expenses in the golf system operation. Key areas to provide a representative summary review will include:
  - Representative golf layout, playability and quality standards
  - Maintenance practices and budget
  - Representative – irrigation and drainage
  - Representative equipment, including long-term plan for replacement
  - Representative summary with list of objectives
  - Representative long-range recommendations shown as ‘options’ for further study

These evaluations help PP+D develop a “baseline” understanding of how well the current system functions and meets the community’s needs. These findings will be illustrated at the citywide and Park Planning District levels and would be used to develop a Quality LOS map that illustrates how a representative the quality of parks, recreation facilities, indoor centers, aquatics facilities, and golf courses compare throughout the system. Additionally, the findings would be used to provide representative park system capital improvements.

**1.13. Recreation Program Plan:** Identified as a Fundamental Standard for CAPRA Accreditation (Standard 6.1), PROS Consulting, in coordination with Councilman-Hunsaker (CH) and the National Golf Foundation Consulting (NGF) will develop a Recreation Program Plan that will be aligned with the Parks and Recreation Master Plan. Findings from this task will inform recommendations provided in Phase 3 - Vision and Phase 4 - Implementation.

Following are the tasks that will be completed during Phase 1 - Context Analysis:

- **Inventory and Assessment of Current Programming and Services** - PROS Consulting, in coordination with CH and NGF, will complete a comprehensive multi-stakeholder program map using their proven assessment framework that systematically analyzes all programming across relevant organizations and documents the following detailed program analysis components:
  - **Age Segment Distribution** - Program offerings across all age demographics
  - **Lifecycle Analysis** - Programs addressing different life-stages and transitions
  - **Core Program Analysis** - Identification of mission-critical programming for each organization
  - **Similar Provider Analysis** - Assessment of service duplication and coordination opportunities
  - **Market Position and Marketing Analysis** - How each organization positions and promotes services
  - **Pricing Structure and Cost Recovery** -Fee analysis and financial sustainability assessment
  - **Program Development Process Review** - How new programs are created and evaluated
  - **Customer Satisfaction Metrics** - Participant feedback and retention analysis
  - **Registration Trends** - Participation patterns and demand indicators
  - **Current KPIs** - Existing performance measurement systems
  - **Staff Training and Development** - Capacity and professional development assessment

The program inventory will produce a comprehensive index of all recreation offerings structured to allow annual updates and ongoing KPI monitoring. This assessment format will be customized to

interface existing organizational systems while providing cross-stakeholder comparison capabilities.

Next, PROS Consulting in coordination with CH and NGF, will ensure that recreation and service offerings are integrated with national benchmarks and community needs. This will include the following elements:

- **NRPA Standards Application** - Comparing current service levels against National Recreation and Park Association best practices for demographics and population density
  - **Sports & Fitness Industry Association Trends** - Identifying emerging programming opportunities aligned with national participation patterns
  - **Demographically Similar Communities** - Benchmarking against jurisdictions with comparable diversity, population density, and multi-stakeholder service delivery
  - **Statistically Valid Needs Assessment** - Provides community priorities on recreation programs and facilities
- **Core Recreational Planning Principles Assessment** - PROS Consulting analysis will evaluate how well current programming aligns with fundamental recreational planning principles:
    - **Connectivity of Resources** - Integration across facilities and organizations
    - **Inclusivity and Equity** - Celebrating diversity and promoting access and opportunity
    - **Sustainability** - Infrastructure and practice longevity
    - **Program Activation** - Supporting physical, mental, and social wellness

Lastly, PROS Consulting in coordination with CH and NGF will identify unmet current and future needs in programming and services. This will include the following elements:

- **Current Needs Analysis** - PROS Consulting will assess whether the current recreation mix meets community needs by analyzing:
  - Participation rates vs. demand across demographic segments
  - Waitlists, capacity constraints, and unmet demand indicators
  - Geographic access patterns and transportation barriers
  - Cultural and linguistic accessibility of current programming
- **Future Programming Assessment** - PROS Consulting will analyze emerging needs based on:
  - Demographic projections and community growth patterns
  - National recreation trends and evolving participation patterns
  - Community input on desired programming from Task 2 engagement
  - Coordination opportunities identified through stakeholder analysis

**1.14. Staffing, Operations, and Management Assessment:** PROS Consulting and NGF will complete an assessment of staffing, operations, and management for the parks and recreation system and golf and concession operations respectively. Specifically, this assessment will include the following:

- **Parks and Recreation System:** Evaluate each area of operations and focus on right-staffing not just right-sizing.
  - Evaluate policy and procedure to ensure consistent implementation system-wide
  - Determine whether the organizational structure is aligned to the community's vision, mission, and goals
  - Create a functional, outcome-driven agency

- **Golf and Concession Operations:** Complete a system-wide review of the golf and concession operations of the five-facility Lexington golf system to provide the necessary background to make proper program and facility recommendations aimed at understanding the long-term sustainability of this multi-facility golf system. This will include a global assessment of the amenities and services that can lead to improved economic performance and long-term sustainability of Lexington golf courses. The global operations analysis will include review of:
  - Staffing/personnel review and needs/ duties assessment
  - Financial and activity records (P&L, budgets, rounds, etc.)
  - Rounds played analysis (POS review)
  - Product and service offerings and market position
  - Fee review (golf, carts, passes, F&B, merchandise, etc.)
  - Clubhouse operations (F&B, pro shop, etc.)
  - Programs in place (service, lessons, tournaments, etc.)

**1.15. Context Analysis Summary Document:** PP+D will compile all the information and data completed for Phase I and will develop a summary document. The Context Analysis Summary will identify major issues, concerns, challenges, opportunities, and constraints. PP+D will submit the summary document to the LFUCG for review and will make revisions per the LFUCG’s written comments.

**Phase 1-Context Analysis Deliverables:**

- **Draft and Final Phase 1- Context Analysis Summary**
- **Document + Power Point Presentation**
  - **Summary of Community Analysis Methodology**
  - **Community Analysis Findings**
  - **Inventory and Condition of *Representative* Existing Park and Recreation Facilities**
- **Appendix with all data collected**

**Phase 2 – Needs and Priorities Assessment**

Critical to meeting CAPRA Standard 10.4, we approach needs assessments using three different data analyses: primary qualitative analysis, primary quantitative analysis, and secondary data analysis. Where the findings from these data analyses intersect, suggest needs and priorities. PP+D will use this strategy to determine needs and priorities at the citywide and Park Planning District levels. While the secondary data analysis are covered in Phase 1, Phase 2 focuses on the primary qualitative and primary quantitative analyses. The primary qualitative analyses are all based on PP+D’s philosophy for public engagement:

*“Bring me in early, and I’m your partner. Bring me in late, and I’m your judge”*

Our process aims to work collaboratively with the LFUCG and use a variety of techniques to promote and implement well-organized and directed activities, techniques, and formats that will ensure that a positive, open, and proactive public participation process is achieved. Following are the tasks that the PP+D Team proposes to complete for the Needs and Priorities Assessment Phase.

**2.1. Meeting with Executive Committee:** PP+D will conduct a second in-person meeting with the Executive Committee. The purpose of this meeting will be to collect input about parks, recreation, community health, and funding needs and priorities. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**2.2. Meeting with City Administration:** PP+D will also conduct a second in-person meeting with City Administration. Similar to the second Executive Committee Meeting, the purpose of this meeting will be to collect input about parks, recreation, community health, and funding needs and priorities. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**2.3. One-on-One Meetings with City Council Members:** PP+D will also conduct virtual one-on-one meetings with City Council Members. We have found that these one-on-one meetings are invaluable for obtaining candid information and insights that help inform and address the priority parks and recreation needs and opportunities within the community. PP+D will develop a meeting summary and submit it to the LFUCG for review.

**2.4. Community Conversations:** CivicLex and EHI will facilitate up to six community conversations, or listening sessions based on established Park Planning Districts to introduce the parks and recreation master plan and gather information about parks needs across the LFUCG. The listening sessions will be hosted in friendly, accessible locations in each district (parks, libraries, restaurants, etc.) and broadly promoted digital, print, and relational methods. The listening sessions will include open house style activities to maximize accessibility and focus on key elements of community needs (e.g. access, features, programming).

**2.5. Stakeholder Meetings:** CivicLex will conduct a series of approximately 15 initial focus groups with key stakeholders and parks users. These focus groups will be structured with a brief introduction on the context of the plan, followed by a facilitated conversation about different group needs and their vision for the next 10 years of parks in Lexington.

Finally, each focus group member will complete a written reflection to gather direct quotes and quantitative insights. Stakeholder groups would be developed in consultation with LFUCG Parks and Recreation and project advisors, but could include people with disabilities, kids and young adults, arts and culture organizations, maintenance workers, recreation groups, or environmental groups. CivicLex could also have the capacity to convene a randomly selected focus group to work towards a representative sample of residents giving parks input.

**2.6. Event Engagement:** Working with the project team and advisory group, CivicLex will design creative, visually inviting, and interactive pop ups that can be implemented at different parks events and community locations. Using arts based or gamified approaches, these pop ups will invite participants to learn about Lexington's parks, share their reflections, and gather qualitative or quantitative data on the needs of different communities, geographically targeted according to each Parks Planning District. Working with Parks staff and advisors, the project team and LFUCG Staff can implement the pop ups at signature high volume parks events (e.g. St. Patrick's Day Parade (to be used as the Public Kick-Off Event), Kite Fest, Friday Flicks, Fourth of July Parade, or Dirt Bowl), in addition to more neighborhood focused events, and community locations (transit center, grocery stores, schools) that can engage future parks users.

**2.7. Statistically Valid Survey:** PP+D will work with ETC Institute to create a statistically valid mail survey that will provide results that have a margin of error of +/-3.1% at the 95% level of confidence at the citywide level and a margin of error of +/-8.0% at the 95% level of confidence at up to six Park Planning Districts. Following are the steps that PP+D and ETC will take to complete the Statistically Valid Survey.

### **Step 1: Design the Survey and Prepare the Sampling Plan:**

- PP+D and ETC will work with the LFUCG to develop a questionnaire that is appropriate for the LFUCG. ETC will meet by phone with the LFUCG to discuss the goals and objectives for the project.
- To facilitate the survey design process, ETC Institute will provide sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the LFUCG. The survey will be up to 6 pages in length.
- ETC will then conduct a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute may recommend changes (if needed) to the survey.
- Once finalized, the survey will be translated into up to 10 languages. While the printed and mailed survey will only be made available in English. The materials that are mailed will include lines in additional languages to inform non-English speakers that they can either go online or call a toll-free number to have the survey administered online or over the phone in another language.
- Next, ETC will select a random sample of residents to be contacted for the survey. The sample will be address-based and will ensure all households within the study area have an equal opportunity of being selected to participate in the random sample research group.

### **Step 2: Administer the Survey:**

- Once approved by the LFUCG, ETC will Administer the survey by a combination of mail and online.
- ETC will mail the survey and a cover letter (on LFUCG letterhead) to a random sample of households in the study area. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC for each respondent.
- PP+D will work the LFUCG to develop the cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- ETC will follow-up with residents who receive the mailed survey by sending texts, postcards, and a second mailing (if needed) to maximize participation in the survey. ETC's fees including printing and mailing up to 58,000 surveys and 58,000 postcards. The goal will be to obtain completed surveys from 61,000 residents. A sample of 61,000 completed surveys will provide results that have a margin of error of +/-3.14% at the 95% level of confidence citywide. ETC will ensure a statistically valid number of responses is collected from up to six Park Planning Districts to provide a margin of error of +/-8.0% at the 95% level of confidence.
- ETC will promote awareness of the survey using social media ads on Facebook and Instagram to encourage participation.
- All respondents who complete the survey online will be required to provide their home address when they finish the survey. ETC will match addresses from respondents who complete the survey online to the addresses that were selected for the random sample to ensure the participant is part of the random sample. If a respondent does not provide an address or the address is not part of the random sample, it will not be included.
- ETC will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the study area with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the LFUCG's population.

### **Step 3: Analysis, Final Report, and Interactive Data Dashboard:**

- ETC will submit a final report that will include the following items:

- An executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey, including trends from prior surveys.
- Benchmarking analysis showing how the LFUCG compares to other communities.
- Priorities-Investment Rating analysis that will identify the facilities and programs that should receive the highest priority for investment from the LFUCG, citywide and per up to six Park Planning Districts.
- Cross-tabulations that show the results for key demographic groups, Park Planning Districts, and other variables as desired by the LFUCG.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

**2.8. Online Survey:** Once the Statistically Valid Survey is completed, CivicLex will complete an online survey via Survey Monkey or a similar on-line survey platform that the LFUCG is comfortable with to provide an opportunity for residents that did not receive the Statistically Valid Survey, to share their input and therefore expand the reach of public engagement.

This allows us to compare the findings from both survey techniques to identify potential trends and special interest group needs that may not emerge in the unbiased and random Statistically Valid Survey. CivicLex will compile the findings from the online survey into a summary report of findings and provide the City both with the summary as well as the raw survey results.

**2.9. Existing Level of Service Analysis:** Unlike other planning disciplines such as transportation, wastewater, potable water, etc., there are no standards or guidelines for the Level of Service (LOS) that parks and recreation departments should provide their residents. In order to assist the LFUCG in developing appropriate LOS standards, PP+D will analyze existing LOS for the following elements to establish a baseline understanding of the LFUCG's current LOS:

- **Acreage LOS** – Acreage in a ratio to the community's population (acres per 1,000) per Park Planning District and city-wide.
- **Indoor Recreation Center and Aquatics Space LOS** – Quantity of square footage of indoor recreation centers and aquatics facilities space per capita citywide and Park Planning District.
- **Facilities/Amenities LOS** – Facility/amenity capacity in a ratio to the community's population and comparing against a standard or guideline. PP+D proposes to conduct Facilities/Amenities LOS for key facilities/ amenities that are benchmarkable.
- **Access LOS** – Travel distances (walk/ drive time) to parks based on park classifications as well as individual facilities such as playgrounds, ball fields, trails, natural areas, etc. per Park Planning District and citywide. The best Access LOS analysis uses the exiting roadway to determine access, rather than "as the crow flies" radii around facilities. We identify physical barriers, both man-made and natural, to provide a realistic access level service area. These barriers may include roads that while containing sidewalks may not be safe to cross due to a variety of factors that, through our experience, we have identified to be important in determining a streets' crossability.
- **Trust for Public Land ParkScore** – The 2025 TPL ParkScore is comprised of 5 elements each making up 20% of the total ParkScore - Acreage, Access, Amenities, Investment, and Equity. PP+D will break up and analyze the ParkScore. These findings will be useful during Phase 3 - Vision to inform potential recommendations.

- **Park Visitation LOS** – The PP+D will complete Visitation LOS Analysis for up to 18 parks identified by the LFUCG. The following data will be provided for these 18-parks:
  - **Visitor Heatmaps** - Visualize visitor activity concentrations within parks, identifying infrastructure needs, circulation patterns, and maintenance hotspots.
  - **Service Area Mapping** - Clearly delineate park user origins and define service areas to support equity analyses, targeted outreach, and grant applications.
  - **Demographic Visitor Profiles** - Combine visitor data with Census demographics to highlight who parks serve and identify underserved groups.
  - **Underserved Area Identification** - Identify service gaps by comparing visitation origins with residential data, guiding equitable park development and targeted programming.
  - **System-Wide Visitation Reporting** - Benchmark Park usage across selected parks to assess relative performance and prioritize investments.
  - **Time-of-Day and Day-of-Week Trends** - Optimize staffing, programming, maintenance, and safety protocols by uncovering detailed temporal visitation patterns.
  - **Average Visits per Device** - Track frequency of park visits, distinguishing casual visitors from regular users, guiding management and programming.
  - **Local vs. Nonlocal Use** - Differentiate local versus tourism-driven park visitation, informing targeted marketing and community engagement strategies.
- **Quality LOS** – **Representative** quality of facilities across the community based on the findings from the Site Evaluations. **Representative** scoring is identified per park, per Park Planning District, and citywide.
- **Funding LOS** – Parks and recreation operations and maintenance spending, capital spending, and total parks and recreation spending per park and non-park acre per Park Planning District and citywide.
- **Staffing LOS** - Staff in a ratio to the community’s population (FTE’s per 10,000).

PP+D will then benchmark LOS findings to NRPA Park Metrics and Trust for Public Land ParkScore standards. Additionally, PP+D will work with the City to identify up to five (5) agencies to benchmark - three (3) that are similar to the LFUCG and two (2) that are aspirational. This examination provides the LFUCG with data to use in considering adjustments that align with industry best practices. PP+D will produce a series of maps and tables that illustrate this data and analysis. Findings will be particularly important for tasks outlined in Phase 3-Vision and Phase 4-Implementation.

**2.10. Needs + Priorities Assessment Summary Document:** PP+D will compile all the information and data completed for Phase 2-Needs and Priorities Assessment and combine the findings with the findings from Phase 1-Context Analyses and develop a summary document. PP+D will develop a Power Point Presentation and Executive Summary that summarizes the findings from Phase 2 and combines it with the presentation from Phase 1. PP+D will submit the summary document, Executive Summary, and Power Point Presentation to the LFUCG for review and will make revisions per the LFUCG’s written comments.

**2.11. Findings Presentations:** The PP+D Team will present the findings from the Phase 1-Context Analyses and Phase 2-Needs and Priorities Assessment in person to the following groups:

- The Executive Committee
- Lexington Parks and Recreation Staff
- Parks Advisory Board

PP+D will make revisions per written direction provided by the LFUCG.

**2.12. One-on-One Interviews with Elected Officials:** The PP+D Team has learned that taking the time to meet one-on-one with the elected officials in specific and key phases of the project, is critical to receiving final Mayor and City Council acceptance and approval of a plan. These one-on-one interviews encourage candid and invaluable input that help garner support for the project. PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from Phase 1-Context Analysis and Phase 2-Needs and Priorities Assessment.

**2.13. Mayor and City Council Presentation:** PP+D has learned that presenting to the Mayor City Council at key points in the process is critical to receiving final approval of the plan. To that end, the PP+D Team proposes to share the findings from the Phase 1-Context Analyses and Phase 2-Needs and Priorities Assessment with Mayor and City Council.

**Phase 2- Needs and Priorities Assessment Deliverables:**

- **Phase 1 Context Analysis and Phase 2- Needs and Priorities Assessment Executive Summary (also formatted for website)**
- **Draft and Final Phase 2- Needs and Priorities Assessment Summary Document + Power Point Presentation**
  - **Summary of Stakeholder Engagement Methodology**
  - **Stakeholder Engagement Findings**
  - **Needs Assessment / Identifying Service Gaps and Access Needs**
- **Appendix with all data collected**

**Part 1 Negotiated Scope Fee**

**Figure 1.1 – Fee Breakdown**

<b>Activity</b>	<b>Fee</b>
<b>Part 1</b>	
• Phase 1 – Context Analysis	\$198,900
• Phase 2 – Needs and Priorities Assessment	\$243,600
<b>Part 1 Total</b>	<b>\$442,500</b>

**See Parks and Recreation Master Plan Part 2 Negotiated Scope of Work for Phase 3 – Vision, Phase 4 – Implementation Strategy and Phase 5 Final Report and Approval**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0178-26**

**File ID:** 0178-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Water Quality

**File Created:** 02/23/2026

**File Name:** Energy & Environment Cabinet Agreed Order

**Final Action:**

**Title:** Authorization to execute an Agreed Order with the Energy & Environment Cabinet to enter into a Corrective Action Plan for the West Hickman Wastewater Treatment Plant (Case Number DWQ-25-3-0161) to correct violations related to exceedance of the terms of permit and pay a fine in the amount of \$5,000. Funds are budgeted. (L0178-26)(Martin/Albright)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** ENF Agreed Order Cover Letter, Blue Sheet Agreed Order, 2295 DOW 25-3-0161 Lexington West Hickman WWTP AO Exhibit A

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/Mark Sanders

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0178-26

#### Title

Authorization to execute an Agreed Order with the Energy & Environment Cabinet to enter into a Corrective Action Plan for the West Hickman Wastewater Treatment Plant (Case Number DWQ-25-3-0161) to correct violations related to exceedance of the terms of permit and pay a fine in the amount of \$5,000. Funds are budgeted. (L0178-26)(Martin/Albright)

#### Summary

Authorization to execute an Agreed Order with the Energy & Environment Cabinet to enter into a Corrective Action Plan for the West Hickman Wastewater Treatment Plant (Case Number DWQ-25-3-0161) to correct violations related to exceedance of the terms of permit and pay a fine in the amount of \$5,000. Funds are budgeted. (L0178-26)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes J. Todd Henning 2/23/2026

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4002-303401-3401-78321

This Fiscal Year Impact: \$5,000.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$118,000.00



Andy Beshear  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 Sower Boulevard  
Frankfort, Kentucky 40601  
Phone: (502) 564-2150  
Fax: 502-564-4245

Rebecca W. Goodman  
SECRETARY

Anthony R. Hatton  
COMMISSIONER

February 19, 2026

Charles Martin  
125 Lisle Industrial Ave Ste 180  
Lexington, KY 40511

Re: AI Name: Lexington West Hickman WWTP  
AI No.: 2295  
Case No.: DOW-25-3-0161  
Activity No.: ERF20250001  
Jessamine County

Dear Charles Martin:

Enclosed is the Agreed Order that was discussed at an administrative conference with the Division of Enforcement (Division) on November 18, 2025. If the terms are agreeable, please sign the Order and return the entire original document to:

Division of Enforcement  
Kate Ruggles  
300 Sower Blvd.  
Frankfort, Kentucky 40601

If the Division has not received an executed Agreed Order within **fourteen (14) days** of receipt of this letter, we will assume that you wish the Cabinet to proceed with its legal remedies regarding the violations. If you have any questions, please contact me at 502-782-0876 or [kate.ruggles@ky.gov](mailto:kate.ruggles@ky.gov).

Sincerely,

---

Kate Ruggles,  
Environmental Enforcement Specialist  
Division of Enforcement

Attachment



TO: Mayor Linda Gorton  
Urban County Council

FROM: *Nancy Albright*  
Nancy Albright, Commissioner  
Environmental Quality & Public Works

DATE: February 20, 2026

SUBJECT: Agreement with Energy & Environment Cabinet regarding West Hickman Wastewater Treatment Plant (Case Number DWQ-25-3-0161)

**Request**

A resolution authorizing the Mayor to execute an Agreed Order with the Energy & Environment Cabinet to enter into a Corrective Action Plan (CAP) for the West Hickman Wastewater Treatment Plant to correct violations related to exceedance of the terms permit and pay a fine in the amount of \$5,000.00

**Purpose of Request**

Department needs this action completed by April 3<sup>rd</sup>, 2026; department has requested and been approved a time extension from original cover letter\* to execute the Agreed Order . 30 days following the execution of the Agreed Order the CAP will be submitted that will outline how we plan to achieve 1) Total Phosphorus (as P) reduction to comply with KPDES Permit No., KY0021504 to have concertation monthly average less than or equal to 1 mg/L and concentration daily max, less than or equal to 2 mg/L. 2) Fecal Coliform Bacteria reduction to comply with KPDES Permit No. KY0021504 to have concentration 30-day geometric average less than or equal to 200 MPN/100 mL; and concentration 7-day geometric; less than or equal to 400 MPN / 100 ml. 3) Also, upon approval and within 30 days the Department will submit the payment of \$5,000 fine.

\* Cover Letter dated February 19<sup>th</sup>, 2026, had originally 14 days to return executed Agreed Order.

**Project Cost in FY26**

The cost for FY26 is \$5,000.00

**Funds are Budgeted**

Account number: 4002-303401-3401-78321

**Martin / Albright**



DOW-25-3-0161  
COMMONWEALTH OF KENTUCKY ENERGY  
AND ENVIRONMENT CABINET DIVISION OF  
ENFORCEMENT  
CASE NO. DOW-25-3-0161

IN RE: Lexington-Fayette Urban County Government 125  
Lisle Industrial Avenue, Suite 180  
Lexington, Kentucky, 40511  
Agency Interest No. 2295  
Activity ID No. ERF20250001

**AGREED ORDER**

\* \* \* \* \*

**WHEREAS**, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter “Cabinet”) and the Lexington-Fayette Urban County Government (hereinafter “Responsible Party”), state:

**STATEMENTS OF FACT**

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. The Responsible Party owns and operates a publicly owned treatment works and associated collection system, “West Hickman WWTP” located at 645 West Hickman Plant Road in Jessamine County Kentucky (hereinafter “Facility”). The Facility has a design capacity of 33.8 million gallons per day (hereinafter “MGD”), with an average flow of 20.0 MGD.
3. The Responsible Party holds Kentucky Pollutant Discharge Elimination Systems (hereinafter “KPDES”) Permit No. KY0021504, issued by the Cabinet’s Division of Water (hereinafter “DOW”) for domestic sanitary wastewater.
4. On August 12, 2024, May 14, 2025, August 13, 2025, and November 12, 2025, the Cabinet’s authorized representatives in the Division of Enforcement, Compliance and Operations Branch, identified alleged violations of KRS Chapter 224 and regulations promulgated pursuant thereto at the Facility. The Cabinet issued the Responsible Party Notices of Violation (hereinafter “NOVs”) for violations associated with KPDES permit parameter exceedances, on August 26, 2024, June 10, 2025, September 27, 2025, and December 3, 2025. The violations cited include failure to meet the permit parameter requirements, most notably for Total Phosphorus and Fecal Coliform Bacteria. The NOVs are attached hereto as Exhibit A to this Agreed Order.

5. Representatives of the Responsible Party participated in a teleconference with the Cabinet's Division of Enforcement (hereinafter "DENF") on November 18, 2025. During the teleconference, the Responsible Party neither admitted nor denied the violations alleged in paragraph four (4). The Responsible Party agreed to the entry of this Agreed Order to resolve the allegations.

**NOW THEREFORE**, in the interest of settling all civil claims and controversies involving the violations alleged above in paragraph four (4), the parties hereby consent to the entry of this Agreed Order and agree as follows:

**REMEDIAL MEASURES**

6. Within thirty (30) days following the execution of this Agreed Order, the Responsible Party shall submit to DENF for review and acceptance, a written Corrective Actions Plan (hereinafter "CAP") to bring the Facility into compliance with its KPDES permits. The CAP shall include, but not be limited to the following:
  - A. An explanation of why the cited violations occurred;
  - B. A list of proposed corrective actions to return the Facility back into compliance that will be taken during the duration of the CAP;
  - C. Any actions taken pertaining to proper maintenance of its outfalls, proper sampling, proper record keeping and reporting, and maintaining compliance with effluent limitations.
  - D. A final compliance date by which compliance with the terms and conditions of the permit is achieved.
7. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) provide comments to the Responsible Party identifying the deficiencies. Upon receipt of Cabinet comments, the Responsible Party shall have thirty (30) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the Responsible Party identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the Responsible Party to be out of compliance with this Agreed Order for failure to timely submit the CAP.
8. The Responsible Party may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the

reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph twenty-five (25) of this Agreed Order.

9. Upon Cabinet acceptance of the CAP, an amended CAP, or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order.

10. At the end of the first calendar quarter following the execution of this Agreed Order, the Responsible Party shall submit quarterly progress reports for each three (3) month period no later than the thirtieth (30th) day of the month following the end of the quarter to the Cabinet that describes its progress in complying with this Agreed Order. The quarterly report shall include, at a minimum:

- A. A detailed description of projects and activities conducted and completed during the past reporting period to comply with the requirements of this Agreed Order;
- B. The anticipated activities that will be performed in the upcoming three-month period to comply with the requirements of this Agreed Order; and
- C. Any additional information necessary to demonstrate that the Responsible Party is adequately implementing its CAP.

11. By the final compliance date specified in the Cabinet approved CAP, the Responsible Party shall be in compliance with KRS 224, and the regulations promulgated pursuant thereto, KPDES Permit No. KY0021504 and this Agreed Order.

12. All submittals required by the terms of this Agreed Order shall be sent to:

Division of Enforcement Attention:  
Director  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

#### **CIVIL PENALTY**

13. The Responsible Party has been assessed a civil penalty in the amount of five thousand dollars (\$5,000), to resolve the violations described in Exhibit A. The civil penalty shall be tendered in a single payment and payable within thirty (30) days following the execution of this Agreed Order.

14. Payment of the civil penalty shall be by cashier's check, certified check, or money order, made

payable to “**Kentucky State Treasurer**” and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, Frankfort, Kentucky 40601; note “**Case Number DOW-25-3-0161**” on the instrument of payment. Payment of the civil penalty may also be made electronically, if available, by accessing the Office of Administrative Hearings through its website found at <https://dep.gateway.ky.gov/Hero/PaymentCaseSearch>.

### **STIPULATED PENALTIES**

15. The Responsible Party may be assessed a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per day, for failure to timely submit the CAP as described in paragraph six (6) above.

16. The Responsible Party may be assessed a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per day for failure to timely complete each action identified in the accepted CAP or amended CAP.

17. The Responsible Party may be assessed a stipulated penalty in an amount not to exceed five hundred dollars (\$500) for failure to timely submit each quarterly progress report as described in paragraph ten (10) above.

18. Following the execution of this Agreed Order by the Cabinet’s Secretary (or her designee) until the termination of this Agreed Order, the Cabinet may assess stipulated penalties up to five hundred dollars (\$500) for each instance where:

- A. The violation of the effluent limits for any Group I parameter (as defined by 40 CFR 123.45, Appendix A) is more than 40% above the permitted limit at least twice within two consecutive quarters;
- B. The violation of the effluent limits for any Group II parameter (as defined by 40 CFR 123.45, Appendix A) is more than 20% above the permitted limit at least twice within two consecutive quarters; or

C. The discharge exceeds the effluent limits for any parameter at least four (4) times within two consecutive quarters.

19. Payment of stipulated penalties shall be tendered by the Responsible Party to the Cabinet within thirty (30) days of receipt of written notification from DENF. These penalties are in addition to, and not in lieu of, any other penalty that could be assessed. The Cabinet may at its discretion, waive stipulated penalties that would otherwise be due.

20. If the Responsible Party believes the request for payment of stipulated penalties is erroneous or contrary to law, the Responsible Party may request a hearing pursuant to KRS 224.10-420(2) in the Office of Administrative Hearings. The request for hearing does not excuse timely payment of the penalty. If an order is entered pursuant to KRS 224.10-440 that excuses payment, the Cabinet will refund the payment. Failure to make timely payment shall constitute an additional violation.

21. Payment of any stipulated penalties shall be by cashier's check, certified check, or money order, made payable to "**Kentucky State Treasurer**" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601; note "**Case Number DOW-25-3-0161**" on the instrument of payment.

#### **MISCELLANEOUS PROVISIONS**

22. This Agreed Order addresses only the violations specifically alleged in Exhibit A. Other than those matters resolved by entry of this Agreed Order nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and the Responsible Party reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and the Responsible Party reserves its defenses thereto.

23. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to the Responsible Party. The Responsible Party reserves its defenses thereto, except that the Responsible Party shall not use this

Agreed Order as a defense.

24. The Responsible Party waives its right to any hearing on the matters contained herein. However, failure by the Responsible Party to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224, and the regulations promulgated pursuant thereto.

25. The agreed Order may not be amended except by a written order of the Cabinet's Secretary or her designee. The Responsible Party may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601 stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

26. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that the Responsible Party's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224, and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, the Responsible Party shall remain solely responsible for compliance with the terms of KRS Chapter 224, and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

27. The Responsible Party shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of its now-existing Facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer. Whether or not a transfer takes place, the Responsible Party shall remain fully responsible for payment of all civil penalties and response costs and for performance of all remedial measures identified in this Agreed Order.

28. The Cabinet agrees to allow the performance of the above-listed remedial measures and payment of civil penalties by the Responsible Party to satisfy the Responsible Party's obligations to the Cabinet generated by the violations alleged in Exhibit A.

29. The Cabinet and the Responsible Party agree that the remedial measures agreed to herein

are facility-specific and designed to comply with the statutes and regulations cited herein. This Agreed Order applies specifically and exclusively to the unique Facility referenced herein and is inapplicable to any other facility.

30. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary, or her designee as evidenced by their signature thereon. If this Agreed Order contains any date by which the Responsible Party is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then the Responsible Party is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

### **TERMINATION**

31. This Agreed Order shall terminate upon the Responsible Party's completion of all requirements described in this Agreed Order. The Responsible Party may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet will notify the Responsible Party in writing of whether it intends to agree with or object to termination. The Cabinet reserves its right to enforce this Agreed Order, and the Responsible Party reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

**AGREED TO BY:**

---

Linda Gorton, Mayor  
Lexington Fayette County Government

---

Date

**APPROVAL RECOMMENDED BY:**

---

Jarrold Bell, Director  
Division of Enforcement

---

Date

---

Sarah E. Noble, General Counsel  
Office of Legal Services

---

Date

**ORDER**

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

ENERGY AND ENVIRONMENT CABINET

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John S. Lyons, Deputy Secretary  
Authorized Designee, Rebecca W. Goodman, Secretary Energy &  
Environment Cabinet

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Lexington West Hickman WWTP  
Mr. Charles H Martin  
125 Lisle Industrial Ave Ste 180  
Lexington, KY 40511

And by electronic mail, to:

Jarrold Bell, Director Division  
of Enforcement  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

Sarah E. Noble, General Counsel  
Office of Legal Services  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

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DOCKET COORDINATOR

# Exhibit A

**COMMONWEALTH OF KENTUCKY  
ENERGY and ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
Division of Enforcement**

**NOTICE OF VIOLATION**

**To:** Lexington West Hickman WWTP  
Mr. Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**AI Name:** Lexington West Hickman WWTP    **AI ID:** 2295    **Activity ID:** ENV20240001

**County:** Jessamine

**Enforcement Case ID:**

**Date(s) Violation(s) Observed:** 08/12/2024

This is to advise that you are in violation of the provisions cited below:

**1** Violation Description for Subject Item AIOO0000002295():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Total Phosphorus (as P). The permitted limit for Total Phosphorus (as P) is concentration monthly avg., less than or equal to 1 mg/L; and concentration daily max., less than or equal to 2 mg/L. The facility reported the following: concentration monthly avg. 1.1 mg/L; and concentration daily max. 2.3 mg/L for May 2024.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

**2** Violation Description for Subject Item AIOO0000002295():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Total Phosphorus (as P). The permitted limit for Total Phosphorus (as P) is concentration monthly avg., less than or equal to 1 mg/L; and concentration daily max., less than or equal to 2 mg/L. The facility reported the following: concentration monthly avg. 1.51 mg/L; and concentration daily max. 4.11 mg/L for June 2024.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

---

If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection  
Division of Enforcement  
300 Sower Blvd  
Frankfort, KY 40601  
502-782-6860 (8:00 AM – 4:30 PM)

Issued By: Marlon A. Bascombe  
Marlon Bascombe, Environmental Control Manager  
Date: August 26, 2024



Lexington West Hickman WWTP  
Mr. Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**COMMONWEALTH OF KENTUCKY  
ENERGY and ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
Division of Enforcement**

**NOTICE OF VIOLATION**

**To:** Lexington West Hickman WWTP  
Mr. Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**AI Name:** Lexington West Hickman WWTP    **AI ID:** 2295    **Activity ID:** ENV20250001

**County:** Jessamine

**Enforcement Case ID:**

**Date(s) Violation(s) Observed:** 05/14/2025

This is to advise that you are in violation of the provisions cited below:

**1** Violation Description for Subject Item AIOO0000002295():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Fecal Coliform Bacteria. The permitted limit for Fecal Coliform Bacteria is concentration 30-day geometric avg., less than or equal to 200 MPN/100 mL; and concentration 7-day geometric, less than or equal to 400 MPN/100 mL. The facility reported the following: concentration 30-day geometric avg. 233 MPN/100 mL; and concentration 7-day geometric 3445 MPN/100 mL for February 2025.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

**2** Violation Description for Subject Item AIOO0000002295():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Fecal Coliform Bacteria. The permitted limit for Fecal Coliform Bacteria is concentration 7-day geometric, less than or equal to 400 MPN/100 mL. The facility reported the following: concentration 7-day geometric 708 MPN/100 mL for April 2025.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

---

If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection  
Division of Enforcement  
300 Sower Blvd  
Frankfort, KY 40601  
502-782-6860 (8:00 AM – 4:30 PM)  
Michelle.Rice@ky.gov

Issued By: Marlon A. Bascombe  
Marlon Bascombe, Environmental Control Manager  
Date: June 10, 2025



Lexington West Hickman WWTP  
Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**COMMONWEALTH OF KENTUCKY  
ENERGY and ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
Division of Enforcement**

**NOTICE OF VIOLATION**

**To:** Lexington West Hickman WWTP  
Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**AI Name:** Lexington West Hickman WWTP    **AI ID:** 2295    **Activity ID:** ENV20250002  
**County:** Jessamine  
**Enforcement Case ID:**  
**Date(s) Violation(s) Observed:** 08/13/2025

This is to advise that you are in violation of the provisions cited below:

- 1** Violation Description for Subject Item AIOO0000002295():  
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Total Phosphorus (as P). The permitted limit for Total Phosphorus (as P) is concentration monthly avg., less than or equal to 1 mg/L. The facility reported the following: concentration monthly avg. 1.06 mg/L for May 2025.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 2** Violation Description for Subject Item AIOO0000002295():  
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Total Phosphorus (as P). The permitted limit for Total Phosphorus (as P) is concentration monthly avg., less than or equal to 1 mg/L; and concentration daily max., less than or equal to 2 mg/L. The facility reported the following: concentration monthly avg. 1.02 mg/L; and concentration daily max. 3.73 mg/L for June 2025.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

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If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection  
Division of Enforcement  
300 Sower Blvd  
Frankfort, KY 40601  
502-782-6860 (8:00 AM – 4:30 PM)  
Michelle.Rice@ky.gov

Issued By: Marlon A. Bascombe  
Marlon Bascombe, Environmental Control Manager  
Date: August 27, 2025



Lexington West Hickman WWTP  
Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**COMMONWEALTH OF KENTUCKY  
ENERGY and ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
Division of Enforcement**

**NOTICE OF VIOLATION**

**To:** Lexington West Hickman WWTP  
Charles H Martin  
125 Lisle Industrial Ave Ste 180

Lexington, KY 40511

**AI Name:** Lexington West Hickman WWTP    **AI ID:** 2295    **Activity ID:** ENV20250003

**County:** Jessamine

**Enforcement Case ID:**

**Date(s) Violation(s) Observed:** 11/12/2025

This is to advise that you are in violation of the provisions cited below:

**1** Violation Description for Subject Item AIOO0000002295():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

**Description of Non Compliance:**

Failing to comply with 401 KAR 5:065, Section 2(1), which cites to 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0021504, monitoring point 001-3, for Total Phosphorus (as P). The permitted limit for Total Phosphorus (as P) is concentration daily max., less than or equal to 2 mg/L. The facility reported the following: concentration daily max. 2.31 mg/L for August 2025.

**The remedial measure(s), and date(s) to be completed by are as follows:**

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

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If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection  
Division of Enforcement  
300 Sower Blvd  
Frankfort, KY 40601  
502-782-6860 (8:00 AM – 4:30 PM)  
Michelle.Rice@ky.gov

Issued By: Marlon A. Bascombe  
Marlon Bascombe, Environmental Control Manager  
Date: December 3, 2025

