Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, April 30, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

0473-24 Table of Motions: Council Work Session, April 23, 2024

Attachments: TOM 04.23.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0470-24 A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,000.00); the Open Gates Neighborhood Association, Inc. ($750,00); the Friends of the Parks of Fayette County, Inc. ($250.00); Wyndham Meadows Homeowner's Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($2,000.00); Lexington Ballet Co., Inc. ($1,498.00); Bike Walk Ky., Inc. ($7,300.00); Greater Gardenside Association LLC ($1,500.00); Transylvania Park Committee, Inc. ($2,300.00); Historic South Hill Neighborhood Association, Inc. ($400.00); the Pasadena Neighborhood Association Incorporated ($420.00); Trees Lexington! Inc. ($1,000.00); Pensacola Park Neighborhood association LLC ($500.00); Ellerslie Homeowners Association ($2,500.00); Lexington Leadership Foundation, Inc. ($1,134.60); Idle Hour Neighbors Alliance, Inc. ($1,236.00); Junior League of Lexington ($500.00); E1st Sean Howard Foundation LLC ($1,250.00); Girls on the Run Central Ky. Corporation ($1,550.00); Henry Clay High School Band Boosters, Inc. ($1,000.00); Lady Veterans Connect Inc. ($1,100.00); Joyland Neighborhood Association Incorporated ($1,750.00); Junior League of Lexington ($500.00); Pearlz of Wisdom, Inc. ($1,000.00); Lexington Housing for the Handicapped, Inc. ($2,000.00); the Salvation Army ($1,000.00); Harrods Hill Neighborhood Association, Inc. ($1,000.00); Mobile Mission

Experience, Inc. ($1,100.00); Sandersville Elementary PTA, Inc. ($800.00); Downtown Lexington Corporation ($5,000.00); Bluegrass Community Foundation, Inc. ($5,000.00); Lexington Chamber Chorale, Inc. ($2,950.00); Project Kids 1st LLC ($3,300.00); Lexington Pet Pantry Inc. ($950.00); Jubilee Jobs of Lexington, Inc. ($1,300.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: NDF List 4.30.24
RESO 0470-24 NDF List 4-30-24 4859-1724-2809 v.1.docx
R-234-2024
Contract #123-2024
Contract #123-2024 (2)
Contract #123-2024 (3)
Contract #123-2024 (4)
Contract #123-2024 -Wyndham
Contract #123-2024 -Salvation Army
Contract #123-2024 -Project Kids First

0472-24 An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 45. [Div. of Budgeting, Lueker]

Attachments: Council Capital Ordinance Sch 0045
Council Capital BA Schedule 0045
Capital List 4.30.24
ORD 0472-24 BA 4855-4966-9306 v.1.docx
O-046-2024

0463-24 Summary: Environmental Quality and Public Works Committee, March 12, 2024

Attachments: eqpw 2024-03-12

0475-24 A Resolution approving the FY 2025 Budget of the Lexington and Fayette County Parking Authority (LexPark) pursuant to KRS 67A.921. [Council Office, Hall]

Attachments: LPA Presentation to Council - Final
0475-24 Resolution LexPark Budget FY25 4893-4882-1435 v.3.doc
R-251-2024

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report - Price Contract Bid Recommendations

XI. Public Comment - Issues Not on Agenda

XII. Adjournment

Administrative Synopsis - New Business Items

a **0378-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of $51,000 to extend Phase 3 of the It's Time Campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]

Attachments: 0378-24 Bluesheet Memo - Amendment 2 to R126-2023 RFP 5-2023 It's Tim
Second Amendment to PSA-Mahan Multimedia RFP 5-2023 R-126-2023
RESO 0378-24 Second Amendment to It's Time Campaign 4878-1563-2568 v
R-239-2024
Contract #130-2024 Second Amendment

b **0407-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional $41,500 ($130,000 total) of Federal funds (ARPA) to the CAC, in order to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and extending the performance period to May 31, 2024, and authorizing the Mayor to execute any other needed agreements or amendments with the CAC Related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: 24-Blue Sheet OHPI Winter Family Motel Shelter Second Amendment
Second Amendment to Subrecipient Agreement 4853-6185-7206 v.1 4869-94
R 623-2023
Executed Agreement - FY24 EFH Winter Motel Shelter
R 086-2024
First Amendment - Executed
RESO 407-24 -- Second Amendment to Agreement with CAC for Temp Hotel
R-231-2024
Contract #320-2023

c **0430-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a quote with Steelcase, for office furniture, at a cost not to exceed $10,479.58. [Div. of Police,

Weathers]

Attachments: Cover Memo - Steelcase
Steelcase Quote 133554
State Master Agreement - Steelcase
430-24 steelcase 4873-1835-8201 v.1.doc
R-240-2024
Contract #129-2024 -Quote

d **0434-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Dr. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Edgewater979-Map
Edgwtr10
RESO 434-24 - Partial Release of Easement 979 Edgewater 4863-7479-2124
R-241-2024

e **0438-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fordham University, providing for the placement of Social Work student interns for field experience in support of services provided by the Urban County Government, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 0438-24 Bluesheet Memo - Fordham University Online Field Experience Educ
Fordham Univ Online Field Experience Agreement
RESO 0438-24 Fordham Student Intern Agreement 4884-4382-6361 v.1.docx
R-232-2024
Contract #212-2024

f **0440-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250 for the new Contract total of $207,450. [Div. of Parks and Recreation, Conrad]

Attachments: Phoenix Element Change Order 2 Bluesheet Cover Memo Signed
Phoenix Element Change Order Contract - Signed
Phoenix- Fee Proposal Bidding & CA
0440-24 Change Order Element Design v2 4872-7115-3849 v.1.docx
R-242-2024

g **0445-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an easement release, releasing a sanitary sewer easement on the property located at 649 Bizzell Dr. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Bizzell649
bzl17
RESO 445-24- Release of easement 649 Bizzell 4879-9490-7580 v.1.docx
R-243-2024

h **0448-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions for the Div. of Human Resources, at a cost not to exceed $10,000 in the Fiscal Year 2025, to increase no more than 5% upon renewal which shall be subject to the appropriation of funds; effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0042
Agreement
RESO 0448-24- Salary.com Agreement 4854-4730-5145 v.1.docx
R-244-2024
Contract #137-2024

i **0449-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for additional design services for Brighton Trail Connection, increasing the Contract price by the sum of $12,658, from $103,652 to $116,310. [Div. of Engineering, Burton]

Attachments: 24-Blue Sheet Memo Brighton Trail
2024-4-15 Brighton Trail Connection CM No. 1 (For Mayor's Signature)
449-24 change order brighton trail 4866-2418-4504 v.1.docx
R-245-2024

j **0450-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute a Professional Services Agreement with Eva Harrison as a Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program for Fiscal Year 2024, at a cost not to exceed $72,167. [Div. of Police, Weathers]

Attachments: 24 - Blue Sheet Memo SANE Agreement
24-Eva Harrison Agreement
RES 0450-24 (SANE Nurse PSA) 4889-2435-6537 v.1.docx
R-246-2024
Contract #145-2024

k **0451-24** An Ordinance amending the authorized strength by abolishing one (1) classified position of Environmental Initiatives Specialist, Grade 518N, and creating one (1) classified position of Utilities Data Analyst, Grade 518N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0001(i)
From To 24.0001(i)
ORD 0451-24 Abolish Environmental Initiatives Specialst Create Utilities Data
O-047-2024

l **0452-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Railroad Co. for the setup and execution of Lexington's 4th of July Fireworks display at railroad's Lexington Yard on July 4, 2024. [Div. of Parks and Recreation, Conrad]

Attachments: Agreement with RJ Corman Railroad Company 2024 Memo Signed
RJCC Premises Use Agmt - Fireworks Display 4-3-2024
0452-24 RJ Corman Fireworks 4893-8060-1785 v.1.docx
R-247-2024
Contract #138-2024

m **0454-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2024, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Attachments: 2024 Philharmonic Agreement Signed Memo
Patriotic 2024 Contract - LexPhil_LFUCG.signed
0454-24 Lexington Philharmonic 4882-5423-4553 v.1.docx
R-248-2024
Contract #139-2024

n **0456-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2024, or the postponement date of July 5, 2024, for a cost of

$23,000 with an additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Attachments: Agreement with Rozzis Famous Fireworks 2024 Memo Signed
rozzi lexington-contract - 7-4-2024
0456-24 Rozzi Fireworks 4854-6803-7049 v.1.docx
R-249-2024
Contract #140-2024

o **0457-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of $244,535.22 in Federal funds from the Federal Emergency Management Agency (FEMA), from Ky. Emergency Management, for reimbursement of expenses related to the Eastern Ky. Flood and Severe Weather Event, for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: 24-blue sheet memo Eastern KY Flood
Eastern KY Flooding Dates and Totals Copy #2
Eastern KY Flooding EMS - FEMA ACH
Eastern KY BA 12993 LUCG Budget Amendment Request Form
RES 0457-24 (FEMA Grant) 4867-6121-0041 v.2.docx
R-250-2024

p **0458-24** A Resolution establishing Jerry Pate Turf & Irrigation as a sole source provider of Toro Commercial turf equipment and parts and Toro golf course irrigation products for use on LFUCG golf courses for the Div. of Parks and Recreation, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Jerry Pate Turf & Irrigation related to the procurement of these goods. [Div. of Parks and Recreation, Conrad]

Attachments: Jerry Pate Sole Source Cover Memo Signed
Golf Equipment and Irrigation Parts Justification of Sole Source Certification
0458-24 Jerry Pate 4873-0029-2537 v.1.docx
R-233-2024
Contract #109-2024 -

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0473-24

File ID:	0473-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/25/2024
File Name:	Table of Motions: Council Work Session, April 23, 2024			**Final Action:**	04/30/2024
Title:	Table of Motions: Council Work Session, April 23, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 04.23.24			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved				Pass

Text of Legislative File 0473-24

Title

Table of Motions: Council Work Session, April 23, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 23, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the April 25, 2024 Council Meeting docket as amended. Seconded by Wu. Motion passed without dissent.

Motion by Sheehan to place on the April 25, 2024 Council Meeting docket an ordinance changing the zone from a Professional Office (P-1) zone to a Planned Neighborhood Residential (R-3) zone, for 0.404 net (0.522 gross) acres, for property located at 592 Eureka Springs Dr., without a public hearing. Seconded by Plomin. Motion passed without dissent.

Motion by Reynolds to place on the April 25, 2024 Council Meeting docket a resolution authorizing the Mayor, on behalf of the Urban County Council, to execute and submit a Grant Application to the Kentucky Division of Emergency Management, under the Federal Emergency Management Performance Grant (EMPG) 2022 Cycle, seeking up to $15,000.00 in additional Emergency Management Assistance Funds, and further authorizing the Mayor to accept funds if awarded, with such acceptance obligating the Urban County Government to the expenditure of up to $15,000 as a local match, and further authorizing the Mayor or her designee to provide additional information requested in connection with this Grant Application. Seconded by Wu. Motion passed without dissent.

Motion by Worley to place on the April 25, 2024 Council Meeting docket an Ordinance changing the zone from a Single Family Residential (R-1B) zone to a Medium Density Residential (R-4) zone, for 2.462 net and gross acres for property located at 766 Paradise Ln., without a public hearing. Seconded by Gray. Motion passed without dissent.

Motion by Reynolds to place on the April 25, 2024 Council Meeting docket an Ordinance changing the zone from an Agricultural Rural (A-R) zone to a Light Industrial (I-1) zone, for 0.481 net (1.675 gross) acres, for property located at 1120 Alexandria Dr., without a public hearing. Seconded by Worley. Motion passed without dissent.

III. Approval of Summary

Motion by Baxter to approve the April 16, 2024 Work Session Summary. Seconded by Monarrez. Motion passed without dissent.

IV. Budget Amendments

Motion by Plomin to approve Budget Amendments. Seconded by Gray. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sheehan to approve New Business. Seconded by Wu. Motion passed without dissent.

VII. Continuing Business/Presentations

Motion by Baxter to approve Council Capital Projects. Seconded by Monarrez. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

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

X. Mayor's Report – Price Contract Bid Recommendations

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

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Fogle to adjourn. Seconded by Sevigny. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0470-24

File ID:	0470-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	123-2024	**In Control:**	Urban County Council
				File Created:	04/25/2024
File Name:	NDF List 4/30/24			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,000.00); the Open Gates Neighborhood Association, Inc. ($750,00); the Friends of the Parks of Fayette County, Inc. ($250.00); Wyndham Meadows Homeowner's Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($2,000.00); Lexington Ballet Co., Inc. ($1,498.00); Bike Walk Ky., Inc. ($7,300.00); Greater Gardenside Association LLC ($1,500.00); Transylvania Park Committee, Inc. ($2,300.00); Historic South Hill Neighborhood Association, Inc. ($400.00); the Pasadena Neighborhood Association Incorporated ($420.00); Trees Lexington! Inc. ($1,000.00); Pensacola Park Neighborhood association LLC ($500.00); Ellerslie Homeowners Association ($2,500.00); Lexington Leadership Foundation, Inc. ($1,134.60); Idle Hour Neighbors Alliance, Inc. ($1,236.00); Junior League of Lexington ($500.00); E1st Sean Howard Foundation LLC ($1,250.00); Girls on the Run Central Ky. Corporation ($1,550.00); Henry Clay High School Band Boosters, Inc. ($1,000.00); Lady Veterans Connect Inc. ($1,100.00); Joyland Neighborhood Association Incorporated ($1,750.00); Junior League of Lexington ($500.00); Pearlz of Wisdom, Inc. ($1,000.00); Lexington Housing for the Handicapped, Inc. ($2,000.00); the Salvation Army ($1,000.00); Harrods Hill Neighborhood Association, Inc. ($1,000.00); Mobile Mission Experience, Inc. ($1,100.00); Sandersville Elementary PTA, Inc. ($800.00); Downtown Lexington Corporation ($5,000.00); Bluegrass Community Foundation, Inc. ($5,000.00); Lexington Chamber Chorale, Inc. ($2,950.00); Project Kids 1st LLC ($3,300.00); Lexington Pet Pantry Inc. ($950.00); Jubilee Jobs of Lexington, Inc. ($1,300.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Following stamped and filed in CCO- 5/16/AA
ellerslie hoa
Girls on the run
Pearlz of wisdom
Lex. Leadership Foundation
Lexington Ballet
Lexington Housing for the Handicap

Open Gate HOA
E1st Sean Howard
Jubilee Jobs
Transylvania Park Committee
South hill Historic NA
Greater Gardenside
Idle Hour
Bluegrass Community Foundation
Downtown Lexington Partnership
Eastland Parkway NA
Joyland NA
Lady Veterans Connect
Lexington Chamber Chorale
Lady Veterans Connect
Pasadena Neighborhood Assoc.
Sandersville Elemetary PTA
Junior League of Lexington
Friends of the park
Henry Clay High School Band
pensacola park
Girl Scouts
Harrods Hills
bike walk
lex. pet pantry
salvation army
wyndham hills
Project Kids 1st.

Sponsors:

Enactment Date: 05/09/2024

Attachments: NDF List 4.30.24, RESO 0470-24 NDF List 4-30-24 4859-1724-2809 v.1.docx, R-234-2024, Contract #123-2024, Contract #123-2024 (2), Contract #123-2024 (3), Contract #123-2024 (4), Contract #123-2024 -Wyndham, Contract #123-2024 -Salvation Army, Contract #123-2024 -Project Kids First

Enactment Number: R-234-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Amended				Pass
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0470-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,000.00); the Open Gates Neighborhood Association, Inc. ($750,00); the Friends of the Parks of Fayette County, Inc. ($250.00); Wyndham Meadows Homeowner's Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($2,000.00); Lexington Ballet Co., Inc. ($1,498.00); Bike Walk Ky., Inc. ($7,300.00); Greater Gardenside Association LLC ($1,500.00); Transylvania Park Committee, Inc. ($2,300.00); Historic South Hill Neighborhood Association, Inc. ($400.00); the Pasadena Neighborhood Association Incorporated ($420.00); Trees Lexington! Inc. ($1,000.00); Pensacola Park Neighborhood association LLC ($500.00); Ellerslie Homeowners Association ($2,500.00); Lexington Leadership Foundation, Inc. ($1,134.60); Idle Hour Neighbors Alliance, Inc. ($1,236.00); Junior League of Lexington ($500.00); E1st Sean Howard Foundation LLC ($1,250.00); Girls on the Run Central Ky. Corporation ($1,550.00); Henry Clay High School Band Boosters, Inc. ($1,000.00); Lady Veterans Connect Inc. ($1,100.00); Joyland Neighborhood Association Incorporated ($1,750.00); Junior League of Lexington ($500.00); Pearlz of Wisdom, Inc. ($1,000.00); Lexington Housing for the Handicapped, Inc. ($2,000.00); the Salvation Army ($1,000.00); Harrods Hill Neighborhood Association, Inc. ($1,000.00); Mobile Mission Experience, Inc. ($1,100.00); Sandersville Elementary PTA, Inc. ($800.00); Downtown Lexington Corporation ($5,000.00); Bluegrass Community Foundation, Inc. ($5,000.00); Lexington Chamber Chorale, Inc. ($2,950.00); Project Kids 1st LLC ($3,300.00); Lexington Pet Pantry Inc. ($950.00); Jubilee Jobs of Lexington, Inc. ($1,300.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:
Property Manager Girl Scouts of KY's Wildnerness Road Council
Suzanne Eads Greer
2277 Executive Drive
Lexington, KY 40505
Purpose:
For addressing concerns with trees not being present on their property - funds will be used to purchase trees and pay for labor
Amount:
$ 1,000.00

Organization:
LFUCG - Division of Parks and Recreation
Diane Fout
1101-707603-7237-76101
Lexington, KY
Purpose:
To cover showmobile and staff costs for 4.6 hours for the Fire Station 12 tree lighting event
Amount:
$ 194.00

Organization:
Open Gates Neighborhood Association Inc.
Molly Katen
2832 Southview Drive
Lexington, KY 40503
Purpose:
To assist with the purchase of postcards and postage for two neighborhood mailings
Amount:
$ 750.00

Organization:
LFUCG - Division of Parks and Recreation
Adrienne Thakur
1101-707602-7221-71299
Lexington, KY
Purpose:
For Sense of Place hamlets project
Amount:
$ 7,000.00

Organization:
Friends of the Parks of Fayette Co., Inc.
Sandy Shafer
206 E. Vista
Lexington, KY 40503
Purpose:
For Friends of Waverly Park to assist with the purchase of trees for Waverly Park and related improvements
Amount:
$ 250.00

Organization:
Wyndham Meadows HOA
Kevin Bailey
3805 Aria Lane
Lexington, KY 40514
Purpose:
To assist with maintenance and upkeep of the neighborhood entrance, including landscaping, water, and utilities
Amount:
$ 1,000.00

Organization:
Eastland Parkway Neighborhood Association
Susan Ecton
1885 Gayle Drive
Lexington, KY 40505
Purpose:
For neighborhoods operating expenses, repairs, beautification, and activities
Amount:
$ 2,000.00

Organization:
Lexington Ballet
161 N. Mill Street
Lexington, KY 40507
Mia Isaac
Purpose:
For travel expenses to send dancers to Deauville, France to dance with a school
Amount:
$ 1,498.00

Organization:
Bike Walk Kentucky, Inc.
838 E. High Street Suite 143
Lexington, KY 40502
Katherine Stone
Purpose:
For the 2024 Bike Walk Kentucky Summit. Funds will be used to offset the costs of speakers, advertisements, and staffing
Amount:
$ 7,300.00

Organization:
Greater Gardenside Association LLC
PO Box 4153
Lexington, KY 40544
Wendi Keene
Purpose:
To cover the purchase of 500 reuseable shopping bags with the GGA logo and art supplies for each bag for their summer community market
Amount:
$ 1,500.00

Organization:
Transylvania Park Committee
364 Transylvania Park
Lexington, KY 40508
Jim Dickinson
Purpose:
For shrub maintenance, debris removal, and planting efforts in the 300 block of Transylvania Park
Amount:
$ 2,300.00

Organization:
Historic South Hill Neighborhood Association
500 S. Mill Street
Lexington, KY 40508
Marc Matthews
Purpose:

For food an serving items for the spring neighborhood picnic

Amount:

$ 400.00

Organization:

Pasadena Neighborhood Association Inc.
2817 Phoenix Rd.
Lexington, KY 40503
Robert Sturdivant

Purpose:

To cover expenses associated with their 2024 semi-annual general meeting which includes janitorial fees, food, and drink

Amount:

$ 420.00

Organization:

Trees Lexington! Inc
PO Box 1046
Lexington, KY 40588
Amy Steele

Purpose:

To implement a Pocket Nursery Program at Community Montessori School in the 10th District - funds will cover grow bags, labor, printing, and other expenses

Amount:

$ 1,000.00

Organization:

Pensacola Park Neighborhood Association LLC
1859 Nicholasville Rd
Lexington, KY 40503
Francois Pomerleau

Purpose:

For the purchase of crossover flags to be placed at interSections to assist with pedestrian safety

Amount:

$ 500.00

Organization:

Ellerslie Homeowners Association
485 Weston Park
Lexington, KY 40515
David Osborne

Purpose:

To assist with repairs and landscaping of community walking bridge

Amount:

$ 2,500.00

Organization:

Lexington Leadership Foundation C/O Urban Impact
422 Codell Drive

Lexington, KY 40509
Chloe Martin
Purpose:
To assist with awareness shirts for participants in the National Youth Violence Prevention week Programming at the Woodhill Community Center
Amount:
$ 1,134.60

Organization:
Idle Hour Neighbors Alliance
205 St. Ann Drive
Lexington, KY 40502
Beate Popkin
Purpose:
To finance 2 printed newsletters for neighborhood distribution
Amount:
$ 1,236.00

Organization:
Junior League of Lexington
PO Box 687
Lexington, KY 40588
Jenna Lowe
Purpose:
To be a sponsor of the Annual Charity Horse Show in 2024
Amount:
$ 1,000.00

Organization:
E1st Sean Howard Foundation
1713 Sandhurst Cove
Lexington, KY 40509
Deana Mullins
Purpose:
To fund a special project "Bags of Belonging" to make bags for homicide victims to collect their loved ones personal items in
Amount:
$ 1,250.00

Organization:
Girls on the Run Central Kentucky
446 E. High St. Suite 130
Lexington, KY 40507
Heidi Guckenberger
Purpose:
To purchase race shirts for 238 participants
Amount:
$ 1,550.00

Organization:
Henry Clay High School Band Booster
PO Box 22355
Lexington, KY 40522
Amy Taylor
Purpose:
For purchase of musical instruments
Amount:
$ 1,000.00

Organization:
Lady Veterans Connect Inc.
11400 Irvine Rd.
Winchester, KY 45323
Phyllis Abbott
Purpose:
To fund the supplies, printing costs, food, and prizes for a scavenger hunt for Veterans, the National Guard, Reservists, and their families at Jacobson Park on July 13, 2024
Amount:
$ 1,100.00

Organization:
Joyland Neighborhood Association's Ribbon Cutting and 5K event
689 Kingston Rd.
Lexington, KY 40505
Jose Giurgevich Jones
Purpose:
For the opening of the Mary Todd Neighborhood Park. Expenses include signs, food, etc.
Amount:
$ 1,750.00

Organization:
Pearlz of Wisdom, Inc.
833 Vermillion Peak Pass
Lexington, KY 40515
Hadiyah Newbern
Purpose:
For support of students with resources and assistance to aid as they pursue post-secondary education.
Amount:
$ 1,000.00

Organization:
Lexington Housing for the Handicapped, Inc.
507 Rogers Road
Lexington, KY 40505
Amy Brown
Purpose:
For ongoing operations, including groceries, utilities, etc.
Amount:
$ 2,000.00

Organization:
The Salvation Army
736 West Main Street
Lexington, KY 40507
Kendall Anderson
Purpose:
For ongoing operations.
Amount:
$ 1,000.00

Organization:
Harrods Hill Neighborhood Association, Inc.
2001 Bamboo Drive
Lexington, KY 40513
Cindy Sterne
Purpose:
To cover the cost of food, entertainment, and prizes for their summer events, including a Memorial Day Pool Party and Back to School Bash.
Amount:
$ 1,000.00

Organization:
Mobile Mission Experience
838 E. High Street, Suite 298
Lexington, KY 40502
Natalie Mims
Purpose:
To support the 3rd Annual Community Baby Shower, benefitting single mothers throughout the city.
Amount:
$ 1,100.00

Organization:
Sandersville Elementary PTA, Inc.
Patricia Edwards
3025 Sandersville Road
Lexington, KY 40511
Purpose:
To offset costs for the 5th grade field trip.
Amount:
$ 800.00

Organization:
Downtown Lexington Partnership
Allen McDaniel
333 W. Vine Street, Suite 206
Lexington, KY 40507
Purpose:
For Mayfest Arts Fair, funds will go towards public safety costs as well as family friendly free activities.

Amount:
$ 4,900.00

Organization:
Black Yarn Fund c/o Bluegrass Community Foundation
Barbara Sutherland
499 E. High Street, Suite 112
Lexington, KY 40507
Purpose:
For support of the activities of community volunteers conducting hands-on historical research for the Lexington Racially Restrictive Deed Research Project.
Amount:
$ 5,000.00

Organization:
Lexington Chamber Chorale
Barry Neese
161 N. Mill Street
Lexington, KY 40507
Purpose:
To support the free concert at Ashland, the Henry Clay Estate on June 9th. The funds will be used to compensate talent and cover the cost of printed materials for the event.
Amount:
$ 2,950.00

Organization:
Project Kids 1st
Jerry Cooper
465 Curry Ave.
Lexington, KY 40508
Purpose:
For children and family focused free events this year, with the goal of bringing the community together.
Amount:
$ 3,300.00

Organization:
Lexington Pet Pantry
Amber Litwiller
1200 Unity Drive
Lexington, KY 40504
Purpose:
To focus on the costs of purchasing wholesale merchandise, event supplies, and gas cards to reimburse their volunteers for their deliveries to owners.
Amount:
$ 950.00

Organization:
Jubilee Jobs of Lexington
Mason King

1450 North BRd.way
Lexington, KY 40505

Purpose:

To help offset the cost of moving, and expenses to help them become operational at a new space - such as a communication infrastructure, equipment, etc.

Amount:

$ 1,300.00

Neighborhood Development Funds
April 30, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	Property Manager Girl Scouts of KY's Wildnerness Road Council Suzanne Eads Greer 2277 Executive Drive Lexington, KY 40505	For addressing concerns with trees not being present on their property - funds will be used to puchase trees and pay for labor
$ 194.00	LFUCG - Division of Parks and Recreation Diane Fout 1101-707603-7237-76101 Lexington, KY	To cover showmobile and staff costs for 4.6 hours for the Fire Station 12 tree lighting event
$ 750.00	Open Gates Neighborhood Association Inc. Molly Katen 2832 Southview Drive Lexington, KY 40503	To assist with the purchase of postcards and postage for two neighborhood mailings
$ 7,000.00	LFUCG - Division of Parks and Recreation Adrienne Thakur 1101-707602-7221-71299 Lexington, KY	For Sense of Place hamlets project
$ 250.00	Friends of the Parks of Fayette Co., Inc. Sandy Shafer 206 E. Vista Lexington, KY 40503	For Friends of Waverly Park to assist with the purchase of trees for Waverly Park and related improvements
$ 1,000.00	Wyndham Meadows HOA Kevin Bailey 3805 Aria Lane Lexington, KY 40514	To assist with maintenance and upkeep of the neighborhood entrance, including landscaping, water, and utilities
$ 2,000.00	Eastland Parkway Neighborhood Association Susan Ecton 1885 Gayle Drive Lexington, KY 40505	For neighborhoods operating expenses, repairs, beautification, and activites
$ 1,498.00	Lexington Ballet 161 N. Mill Street Lexington, KY 40507 Mia Isaac	For travel expenses to send dancers to Deauville, France to dance with a school
$ 7,300.00	Bike Walk Kentucky, Inc. 838 E. High Street Suite 143 Lexington, KY 40502 Katherine Stone	For the 2024 Bike Walk Kentucky Summit. Funds will be used to offset the costs of speakers, advertisements, and staffing
$ 1,500.00	Greater Gardenside Association LLC PO Box 4153 Lexington, KY 40544 Wendi Keene	To cover the purchase of 500 reuseable shopping bags with the GGA logo and art supplies for each bag for their summer community market

Neighborhood Development Funds
April 30, 2024
Work Session

$ 2,300.00	Transylvania Park Committee 364 Transylvania Park Lexington, KY 40508 Jim Dickinson	For shrub maintenance, debris removal, and planting efforts in the 300 block of Transylvania Park
$ 400.00	Historic South Hill Neighborhood Association 500 S. Mill Street Lexington, KY 40508 Marc Matthews	For food and serving items for the spring neighborhood picnic
$ 420.00	Pasadena Neighborhood Association Inc. 2817 Phoenix Rd. Lexington, KY 40503 Robert Sturdivant	To cover expenses associated with their 2024 semi-annual general meeting which includes janitorial fees, food, and drink
$ 1,000.00	Trees Lexington! Inc PO Box 1046 Lexington, KY 40588 Amy Steele	To implement a Pocket Nursery Program at Community Montessori School in the 10th District - funds will cover grow bags, labor, printing, and other expenses
$ 500.00	Pensacola Park Neighborhood Association LLC 1859 Nicholasville Rd Lexington, KY 40503 Francois Pomerleau	For the purchase of crossover flags to be placed at intersections to assist with pedestrian safety
$ 2,500.00	Ellerslie Homeowners Association 485 Weston Park Lexington, KY 40515 David Osborne	To assist with repairs and landscaping of community walking bridge
$ 1,134.60	Lexington Leadership Foundation C/O Urban Impact 422 Codell Drive Lexington, KY 40509 Chloe Martin	To assist with awareness shirts for participants in the National Youth Violence Prevention week programming at the Woodhill Community Center
$ 1,236.00	Idle Hour Neighbors Alliance 205 St. Ann Drive Lexington, KY 40502 Beate Popkin	To finance 2 printed newsletters for neighborhood distribution
$ 500.00	Junior League of Lexington PO Box 687 Lexington, KY 40588 Jenna Lowe	To be a sponsor of the Annual Charity Horse Show in 2024
$ 1,250.00	E1st Sean Howard Foundation 1713 Sandhurst Cove Lexington, KY 40509 Deana Mullins	To fund a special project "Bags of Belonging" to make bags for homicide victims to collect their loved ones personal items in

Neighborhood Development Funds
April 30, 2024
Work Session

$ 1,550.00	Girls on the Run Central Kentucky 446 E. High St. Suite 130 Lexington, KY 40507 Heidi Guckenberger	To purchase race shirts for 238 participants
$ 1,000.00	Henry Clay High School Band Booster PO Box 22355 Lexington, KY 40522 Amy Taylor	For the purchase of musical instruments
$ 1,100.00	Lady Veterans Connect Inc. 11400 Irvine Rd. Winchester, KY 45323 Phyllis Abbott	To fund the supplies, printing costs, food, and prizes for a scavenger hunt for Veterans, the National Guard, Reservists, and their families at Jacobson Park on July
$ 1,750.00	Joyland Neighborhood Association's Ribbon Cutting and 5K event 689 Kingston Rd. Lexington, KY 40505 Jose Giurgevich Jones	For the opening of the Mary Todd Neighborhood Park. Expenses include signs, food, etc.
$ 500.00	Junior League of Lexington P.O. Box 687 Lexington, KY 40588 Jenna Lowe	For their charity horse show.
$ 1,000.00	Pearlz of Wisdom, Inc. 833 Vermillion Peak Pass Lexington, KY 40515 Hadiyah Newbern	For support of students with resources and assistance to aid as they pursue post-secondary education.
$ 2,000.00	Lexington Housing for the Handicapped, Inc. 507 Rogers Road Lexington, KY 40505 Amy Brown	For ongoing operations, including groceries, utilities, etc.
$ 1,000.00	The Salvation Army 736 West Main Street Lexington, KY 40507 Kendall Anderson	For ongoing operations.
$ 1,000.00	Harrods Hill Neighborhood Association, Inc. 2001 Bamboo Drive Lexington, KY 40513 Cindy Sterne	To cover the cost of food, entertainment, and prizes for their summer events, including a Memorial Day Pool Party and Back to School Bash.
$ 1,100.00	Mobile Mission Experience 838 E. High Street, Suite 298 Lexington, KY 40502 Natalie Mims	To support the 3rd Annual Community Baby Shower, benefitting single mothers throughout the city.

Neighborhood Development Funds
April 30, 2024
Work Session

$ 800.00	Sandersville Elementary PTA, Inc. Patricia Edwards 3025 Sandersville Road Lexington, KY 40511	To offset costs for the 5th grade field trip.
$ 4,900.00	Downtown Lexington Partnership Allen McDaniel 333 W. Vine Street, Suite 206 Lexington, KY 40507	For Mayfest Arts Fair, funds will go towards public safety costs as well as family friendly free activities.
$ 5,000.00	Black Yarn Fund c/o Bluegrass Community Foundation Barbara Sutherland 499 E. High Street, Suite 112 Lexington, KY 40507	For support of the activities of community volunteers conducting hands-on historical research for the Lexington Racially Restrictive Deeed Research Project.
$ 2,950.00	Lexington Chamber Chorale Barry Neese 161 N. Mill Street Lexington, KY 40507	To support the free concert at Ashland, the Henry Clay Estate on June 9th. The funds will be used to compensate talent and cover the cost of printed materials
$ 3,300.00	Project Kids 1st Jerry Cooper 465 Curry Ave. Lexington, KY 40508	For children and family focused free events this year, with the goal of bringing the community together.
$ 950.00	Lexington Pet Pantry Amber Litwiller 1200 Unity Drive Lexington, KY 40504	To focus on the costs of purchasing wholesale merchandise, event supplies, and gas cards to reimburse their volunteers for their deliveries to owners.
$ 1,300.00	Jubilee Jobs of Lexington Mason King 1450 North Broadway Lexington, KY 40505	To help offset the cost of moving, and expenses to help them become operational at a new space - such as a communication infrastructure, equipment, etc.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GIRL SCOUTS OF KENTUCKY'S WILDERNESS ROAD COUNCIL, INC. ($1,000.00); THE OPEN GATES NEIGHBORHOOD ASSOCIATION, INC. ($750,00); THE FRIENDS OF THE PARKS OF FAYETTE COUNTY, INC. ($250.00); WYNDHAM MEADOWS HOMEOWNER'S ASSOCIATION, INC. ($1,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, INC. ($2,000.00); LEXINGTON BALLET COMPANY, INC. ($1,498.00); BIKE WALK KENTUCKY, INC. ($7,300.00); GREATER GARDENSIDE ASSOCIATION LLC ($1,500.00); TRANSYLVANIA PARK COMMITTEE, INC. ($2,300.00); HISTORIC SOUTH HILL NEIGHBORHOOD ASSOCIATION, INC. ($400.00); THE PASADENA NEIGHBORHOOD ASSOCIATION INCORPORATED ($420.00); TREES LEXINGTON! INC. ($1,000.00); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION LLC ($500.00); ELLERSLIE HOMEOWNERS ASSOCIATION ($2,500.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($1,134.60); IDLE HOUR NEIGHBORS ALLIANCE, INC. ($1,236.00); JUNIOR LEAGUE OF LEXINGTON ($500.00); E1ST SEAN HOWARD FOUNDATION LLC ($1,250.00); GIRLS ON THE RUN CENTRAL KENTUCKY CORPORATION ($1,550.00); HENRY CLAY HIGH SCHOOL BAND BOOSTERS, INC. ($1,000.00); LADY VETERANS CONNECT INC. ($1,100.00); JOYLAND NEIGHBORHOOD ASSOCIATION INCORPORATED ($1,750.00); JUNIOR LEAGUE OF LEXINGTON ($500.00); PEARLZ OF WISDOM, INC. ($1,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($2,000.00); THE SALVATION ARMY ($1,000.00); HARRODS HILL NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); MOBILE MISSION EXPERIENCE, INC. ($1,100.00); SANDERSVILLE ELEMENTARY PTA, INC. ($800.00); DOWNTOWN LEXINGTON CORPORATION ($5,000.00); BLUEGRASS COMMUNITY FOUNDATION, INC. ($5,000.00); LEXINGTON CHAMBER CHORALE, INC. ($2,950.00); PROJECT KIDS 1ST LLC ($3,300.00); LEXINGTON PET PANTRY INC. ($950.00); JUBILEE JOBS OF LEXINGTON, INC. ($1,300.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Girl Scouts of Kentucky's Wilderness Road Council, Inc., The Open Gates Neighborhood Association, Inc., The Friends Of The Parks Of Fayette County, Inc., Wyndham Meadows Homeowner's Association, Inc., Eastland Parkway Neighborhood Association, Inc., Lexington Ballet Company, Inc., Bike Walk Kentucky, Inc., Greater Gardenside Association LLC, Transylvania Park Committee, Inc., Historic South Hill Neighborhood Association, Inc., The Pasadena Neighborhood Association Incorporated, Trees Lexington! Inc., Pensacola Park Neighborhood Association LLC, Ellerslie Homeowners Association, Lexington Leadership Foundation, Inc., Idle Hour Neighbors Alliance, Inc., Junior League Of Lexington, E1st Sean Howard Foundation LLC, Girls On

The Run Central Kentucky Corporation, Henry Clay High School Band Boosters, Inc., Lady Veterans Connect Inc., Joyland Neighborhood Association Incorporated, Junior League Of Lexington, Pearlz Of Wisdom, Inc., Lexington Housing For The Handicapped, Inc., The Salvation Army, Harrods Hill Neighborhood Association, Inc., Mobile Mission Experience, Inc., Sandersville Elementary PTA, Inc., Downtown Lexington Corporation, Bluegrass Community Foundation, Inc., Lexington Chamber Chorale, Inc., Project Kids 1st LLC, Lexington Pet Pantry Inc., Jubilee Jobs Of Lexington, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Girl Scouts of Kentucky's Wilderness Road Council, Inc. ($1,000.00); The Open Gates Neighborhood Association, Inc. ($750,00); The Friends Of The Parks Of Fayette County, Inc. ($250.00); Wyndham Meadows Homeowner's Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($2,000.00); Lexington Ballet Company, Inc. ($1,498.00); Bike Walk Kentucky, Inc. ($7,300.00); Greater Gardenside Association LLC ($1,500.00); Transylvania Park Committee, Inc. ($2,300.00); Historic South Hill Neighborhood Association, Inc. ($400.00); The Pasadena Neighborhood Association Incorporated ($420.00); Trees Lexington! Inc. ($1,000.00); Pensacola Park Neighborhood Association LLC ($500.00); Ellerslie Homeowners Association ($2,500.00); Lexington Leadership Foundation, Inc. ($1,134.60); Idle Hour Neighbors Alliance, Inc. ($1,236.00); Junior League Of Lexington ($500.00); E1st Sean Howard Foundation LLC ($1,250.00); Girls On The Run Central Kentucky Corporation ($1,550.00); Henry Clay High School Band Boosters, Inc. ($1,000.00); Lady Veterans Connect Inc. ($1,100.00); Joyland Neighborhood Association Incorporated ($1,750.00); Junior League Of Lexington ($500.00); Pearlz Of Wisdom, Inc. ($1,000.00); Lexington Housing For The Handicapped, Inc. ($2,000.00); The Salvation Army ($1,000.00); Harrods Hill Neighborhood Association, Inc. ($1,000.00); Mobile Mission Experience, Inc. ($1,100.00); Sandersville Elementary PTA, Inc. ($800.00); Downtown Lexington Corporation ($5,000.00); Bluegrass Community Foundation, Inc. ($5,000.00); Lexington Chamber Chorale, Inc. ($2,950.00); Project Kids 1st LLC ($3,300.00); Lexington Pet Pantry Inc. ($950.00); Jubilee Jobs Of Lexington, Inc.

($1,300.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0470-24:GET:4859-1724-2809, v. 1

RESOLUTION NO. 234 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GIRL SCOUTS OF KENTUCKY'S WILDERNESS ROAD COUNCIL, INC. ($1,000.00); THE OPEN GATES NEIGHBORHOOD ASSOCIATION, INC. ($750,00); THE FRIENDS OF THE PARKS OF FAYETTE COUNTY, INC. ($250.00); WYNDHAM MEADOWS HOMEOWNER'S ASSOCIATION, INC. ($1,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, INC. ($2,000.00); LEXINGTON BALLET COMPANY, INC. ($1,498.00); BIKE WALK KENTUCKY, INC. ($7,300.00); GREATER GARDENSIDE ASSOCIATION LLC ($1,500.00); TRANSYLVANIA PARK COMMITTEE, INC. ($2,300.00); HISTORIC SOUTH HILL NEIGHBORHOOD ASSOCIATION, INC. ($400.00); THE PASADENA NEIGHBORHOOD ASSOCIATION INCORPORATED ($420.00); TREES LEXINGTON! INC. ($1,000.00); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION LLC ($500.00); ELLERSLIE HOMEOWNERS ASSOCIATION ($2,500.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($1,134.60); IDLE HOUR NEIGHBORS ALLIANCE, INC. ($1,236.00); JUNIOR LEAGUE OF LEXINGTON ($500.00); E1ST SEAN HOWARD FOUNDATION LLC ($1,250.00); GIRLS ON THE RUN CENTRAL KENTUCKY CORPORATION ($1,550.00); HENRY CLAY HIGH SCHOOL BAND BOOSTERS, INC. ($1,000.00); LADY VETERANS CONNECT INC. ($1,100.00); JOYLAND NEIGHBORHOOD ASSOCIATION INCORPORATED ($1,750.00); JUNIOR LEAGUE OF LEXINGTON ($500.00); PEARLZ OF WISDOM, INC. ($1,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($2,000.00); THE SALVATION ARMY ($1,000.00); HARRODS HILL NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); MOBILE MISSION EXPERIENCE, INC. ($1,100.00); SANDERSVILLE ELEMENTARY PTA, INC. ($800.00); DOWNTOWN LEXINGTON CORPORATION ($5,000.00); BLUEGRASS COMMUNITY FOUNDATION, INC. ($5,000.00); LEXINGTON CHAMBER CHORALE, INC. ($2,950.00); PROJECT KIDS 1ST LLC ($3,300.00); LEXINGTON PET PANTRY INC. ($950.00); JUBILEE JOBS OF LEXINGTON, INC. ($1,300.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Girl Scouts of Kentucky's Wilderness Road Council, Inc., The Open Gates Neighborhood Association, Inc., The Friends Of The Parks Of Fayette County, Inc., Wyndham Meadows Homeowner's Association, Inc., Eastland Parkway Neighborhood Association, Inc., Lexington Ballet Company, Inc., Bike Walk Kentucky, Inc., Greater Gardenside Association LLC, Transylvania Park Committee, Inc., Historic South Hill Neighborhood Association, Inc., The Pasadena Neighborhood Association Incorporated, Trees Lexington! Inc., Pensacola Park Neighborhood Association LLC, Ellerslie Homeowners Association, Lexington Leadership Foundation, Inc., Idle Hour Neighbors Alliance, Inc., Junior League Of Lexington, E1st Sean Howard Foundation LLC, Girls On

The Run Central Kentucky Corporation, Henry Clay High School Band Boosters, Inc., Lady Veterans Connect Inc., Joyland Neighborhood Association Incorporated, Junior League Of Lexington, Pearlz Of Wisdom, Inc., Lexington Housing For The Handicapped, Inc., The Salvation Army, Harrods Hill Neighborhood Association, Inc., Mobile Mission Experience, Inc., Sandersville Elementary PTA, Inc., Downtown Lexington Corporation, Bluegrass Community Foundation, Inc., Lexington Chamber Chorale, Inc., Project Kids 1st LLC, Lexington Pet Pantry Inc., Jubilee Jobs Of Lexington, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Girl Scouts of Kentucky's Wilderness Road Council, Inc. ($1,000.00); The Open Gates Neighborhood Association, Inc. ($750,00); The Friends Of The Parks Of Fayette County, Inc. ($250.00); Wyndham Meadows Homeowner's Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($2,000.00); Lexington Ballet Company, Inc. ($1,498.00); Bike Walk Kentucky, Inc. ($7,300.00); Greater Gardenside Association LLC ($1,500.00); Transylvania Park Committee, Inc. ($2,300.00); Historic South Hill Neighborhood Association, Inc. ($400.00); The Pasadena Neighborhood Association Incorporated ($420.00); Trees Lexington! Inc. ($1,000.00); Pensacola Park Neighborhood Association LLC ($500.00); Ellerslie Homeowners Association ($2,500.00); Lexington Leadership Foundation, Inc. ($1,134.60); Idle Hour Neighbors Alliance, Inc. ($1,236.00); Junior League Of Lexington ($500.00); E1st Sean Howard Foundation LLC ($1,250.00); Girls On The Run Central Kentucky Corporation ($1,550.00); Henry Clay High School Band Boosters, Inc. ($1,000.00); Lady Veterans Connect Inc. ($1,100.00); Joyland Neighborhood Association Incorporated ($1,750.00); Junior League Of Lexington ($500.00); Pearlz Of Wisdom, Inc. ($1,000.00); Lexington Housing For The Handicapped, Inc. ($2,000.00); The Salvation Army ($1,000.00); Harrods Hill Neighborhood Association, Inc. ($1,000.00); Mobile Mission Experience, Inc. ($1,100.00); Sandersville Elementary PTA, Inc. ($800.00); Downtown Lexington Corporation ($5,000.00); Bluegrass Community Foundation, Inc. ($5,000.00); Lexington Chamber Chorale, Inc. ($2,950.00); Project Kids 1st LLC ($3,300.00); Lexington Pet Pantry Inc. ($950.00); Jubilee Jobs Of Lexington, Inc.

($1,300.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0470-24:GET:4859-1724-2809, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Property Manager Girl Scouts of KY's Wildnerness Road Council (Hereinafter "Organization"), of 2277 Executive Drive, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [For addressing concerns with trees not being present on their property - funds will be used to puchase trees and pay for labor]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Susan Douglas
(Suzanne Eads Greer)
(Property Manager Girl Scouts of KY's Wildnerness Road Council)

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bike Walk Kentucky, Inc. (Hereinafter "Organization"), of 838 E. High Street Suite 143, Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $7300 () for the following lawful public purpose:

   [For the 2024 Bike Walk Kentucky Summit. Funds will be used to offset the costs of speakers, advertisements, and staffing]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Katherine L Stone
(Katherine Stone)
(Bike Walk Kentucky, Inc.)

R-234-2024
Contract #123-2024

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Pet Pantry (Hereinafter "Organization"), of 1200 Unity Drive, Lexington, KY 40504, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $950 () for the following lawful public purpose:

   [To focus on the costs of purchasing wholesale merchandise, event supplies, and gas cards to reimburse their volunteers for their deliveries to owners.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Amber Litwiller)
(Lexington Pet Pantry)

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Harrods Hill Neighborhood Association, Inc. (Hereinafter "Organization"), of 2001 Bamboo Drive, Lexington, KY 40513, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 () for the following lawful public purpose:

   [To cover the cost of food, entertainment, and prizes for their summer events, including a Memorial Day Pool Party and Back to School Bash.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Cindy Sterne)
(Harrods Hill Neighborhood Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Wyndham Meadows HOA (Hereinafter "Organization"), of 3805 Aria Lane, Lexington, KY 40514, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [To assist with maintenance and upkeep of the neighborhood entrance, including landscaping, water, and utilities]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kevin Bailey
(Kevin Bailey)
(Wyndham Meadows HOA)

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Salvation Army (Hereinafter "Organization"), of 736 West Main Street, Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 () for the following lawful public purpose:

   [For ongoing operations.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of May, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Project Kids 1st (Hereinafter "Organization"), of 465 Curry Ave., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $3300 () for the following lawful public purpose:

   [For children and family focused free events this year, with the goal of bringing the community together.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 12, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Jerry Cooper)
(Project Kids 1st)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0472-24

File ID:	0472-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/25/2024
File Name:	Capital List 4/30/24			**Final Action:**	05/16/2024

Title: An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 45. [Div. of Budgeting, Lueker]

Notes:

Sponsors:

Enactment Date: 05/16/2024

Attachments: Council Capital Ordinance Sch 0045, Council Capital BA Schedule 0045, Capital List 4.30.24, ORD 0472-24 BA 4855-4966-9306 v.1.docx, O-046-2024

Enactment Number: O-046-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0472-24

Title

An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 45. [Div. of Budgeting, Lueker]

..Summary

WHEREAS, it is necessary and proper to amend the Budgets of the Lexington-Fayette Urban County

Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund - Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0045 attached hereto and incorporated herein by reference.

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

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90319

Purpose:
To hire a consultant to design bike skills course/pump track for Cardinal Run North Park
Amount:
$ 15,000.00

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $15,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0045.

_____

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0045 attached hereto and incorporated herein by reference.

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

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024

SCHEDULE NO: 0045

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
147688	COUNCIL OFFICE				04/30/2024	TO PROVIDE COUNCIL CAPITAL FUNDS FOR PARKS AND RECREATION TO HIRE A CONSULTANT TO DESIGN A BIKE SKILLS COURSE/PUMP TRACK FOR CARDINAL RUN NORTH PARK.		
		1105-121002-1023-91715	15,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-707602-7221-90319	15,000.00			PROVIDE	FUNDS FOR	CONSTRUCTION-PARK AREA
			0.00		1105	GENERAL FUND CAPITAL PROJECTS		

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
5/1/2024

Council Capital Projects
April 30, 2024
Work Session

Amount	Recipient	Purpose
$ 15,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90319	To hire a consultant to design bike skills course/pump track for Cardinal Run North Park

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $15,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0045.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation.

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0045 attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
0472-24:DJB:4855-4966-9306, v. 1

ORDINANCE NO. 046 - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $15,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0045.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation.

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0045 attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL
PUBLISHED: May 23,2024-1t
0472-24:DJB:4855-4966-9306, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $15,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0045.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $15,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0045 attached hereto and incorporated herein by reference.

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

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024

SCHEDULE NO: 0045

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST
147688	COUNCIL OFFICE				04/30/2024	TO PROVIDE COUNCIL CAPITAL FUNDS FOR PARKS AND RECREATION TO HIRE A CONSULTANT TO DESIGN A BIKE SKILLS COURSE/PUMP TRACK FOR CARDINAL RUN NORTH PARK.
		1105-121002-1023-91715	15,000.00	CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
		1105-707602-7221-90319	15,000.00			PROVIDE FUNDS FOR CONSTRUCTION-PARK AREA
			0.00		1105	GENERAL FUND CAPITAL PROJECTS

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
5/1/2024

ORDINANCE NO. 047 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ENVIRONMENTAL INITIATIVES SPECIALIST, GRADE 518N, AND CREATING ONE (1) CLASSIFIED POSITION OF UTILITIES DATA ANALYST, GRADE 518N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

390.032	2	448	518N	Environmental Initiatives Specialist

Section 2 –That the following subsection line number in the classified civil service authorized strength be and hereby is created:

390.033	1	TBD	518N	Utilities Data Analyst

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 23, 2024-1t
0451-24:GET:4872-0188-7416, v. 1

ORDINANCE NO. 048 - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR MUNICIPAL EXPENDITURES, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, FY 2024 SCHEDULE NO. 0044.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for municipal expenditures.

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for municipal expenditures, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Services District Fund; Donation Fund; 2024 Bond Projects Fund; Sanitary Sewer Revenue and Operating Fund; Enhanced 911 Fund; and various grant funds that do not result in changes to the Unappropriated Fund Balance of these funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated, are detailed in "BUDGET SCHEDULE NO. 0044" attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL: May 16,2024

Linda Gorton
MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL
PUBLISHED: May 16,2024-1t
0528-24:DJB:4853-3785-7468, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR MUNICIPAL EXPENDITURES, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, FY 2024 SCHEDULE NO. 0044.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for municipal expenditures:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for municipal expenditures, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Services District Fund; Donation Fund; 2024 Bond Projects Fund; Sanitary Sewer Revenue and Operating Fund; Enhanced 911 Fund; and various grant funds that do not result in changes to the Unappropriated Fund Balance of these funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated, are detailed in "BUDGET SCHEDULE NO. 0044" attached hereto and incorporated herein by reference.

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

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 SCHEDULE NO: 0044

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
147482-83	OFFICE OF THE MAYOR				05/07/2024	TO PROVIDE FUNDS FOR OPERATING BY RECOGNIZING A REFUND.		
		1101-133001-0001-75101	3,199.00			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		1101-133001-0001-46510	3,199.00	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS
147487	ENVIRONMENTAL SERVICES				05/07/2024	TO PROVIDE FUNDS FOR THE NORTH BROADWAY MEDIAN GREENING PROJECT BY REDUCING FUNDS IN PROFESSIONAL SERVICES AND REPAIRS AND MAINTENANCE, ALL WITHIN CORRIDORS.		
		1101-313201-1602-71299	93,325.00	CR		DECREASE	FUNDS FOR	PROF SVC - OTHER
		1101-313201-1602-76101	16,900.00	CR		DECREASE	FUNDS FOR	REPAIRS & MAINTENANCE
		1101-313201-1602-90317	110,225.00			PROVIDE	FUNDS FOR	LANDSCAPING
147504	FINANCE				05/07/2024	TO PROVIDE FUNDS FOR ENHANCED 911 OVERTIME EXPENSES BY REALLOCATING PERSONNEL CONTINGENCY FUNDS AND TRANSFERRING FUNDS TO THE ENHANCED 911 FUND.		
		1101-141402-0001-63416	514,935.00	CR		DECREASE	FUNDS FOR	LUMP SUM TERMINATION PAY
		1101-141402-0001-81112	405,629.00			PROVIDE	FUNDS FOR	TRANSFER TO E911
		1101-505602-5621-63152	83,418.00			PROVIDE	FUNDS FOR	OVERTIME-CERS
		1101-505602-5621-63511	19,469.00			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		1101-505602-5621-63621	5,172.00			PROVIDE	FUNDS FOR	FICA
		1101-505602-5621-63622	37.00			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		1101-505602-5621-63624	1,210.00			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
147677	FACILITIES AND FLEET MANAGEMENT				05/07/2024	TO PROVIDE FUNDS IN OVERTIME FOR WEEKEND LABOR COSTS ASSOCIATED WITH ENVIRONMENTAL REMEDIATION AT POLICE HEADQUARTERS AND ELECTRIC PANEL REPLACEMENTS AT BLACK AND WILLIAMS.		
		1101-707501-7041-63152	19,500.00			PROVIDE	FUNDS FOR	OVERTIME-CERS
		1101-707501-7041-63511	4,551.30			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		1101-707501-7041-63621	1,209.00			PROVIDE	FUNDS FOR	FICA
		1101-707501-7041-63622	8.58			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		1101-707501-7041-63624	282.75			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		1101-707501-7041-71299	25,551.63	CR		DECREASE	FUNDS FOR	PROF SVC - OTHER
147681	BUDGETING				05/07/2024	TO PROVIDE FUNDS TO COVER OVERTIME EXPENSES BY REALLOCATING FUNDS FROM CONFERENCES AND TRAINING ACCOUNT.		
		1101-160101-0001-63152	351.08			PROVIDE	FUNDS FOR	OVERTIME-CERS
		1101-160101-0001-63511	81.94			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		1101-160101-0001-63621	21.77			PROVIDE	FUNDS FOR	FICA
		1101-160101-0001-63622	0.15			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		1101-160101-0001-63624	5.09			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		1101-160101-0001-74102	460.03	CR		DECREASE	FUNDS FOR	CONFERENCES AND OTHER TRAINING

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
147699-00	FIRE AND EMERGENCY SERVICES				05/07/2024	TO PROVIDE FUNDS FOR HAZARDOUS MATERIALS PROFESSIONAL SERVICES BY RECOGNIZING FUNDS FOR SPILL CLEAN REIMBURSEMENTS.		
		1101-505702-5715-71299	7,954.78			PROVIDE	FUNDS FOR	PROF SVC - OTHER
		1101-505701-5701-46720	7,954.78	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
147702-03	FIRE AND EMERGENCY SERVICES				05/07/2024	TO PROVIDE FUNDS FOR ACCREDITATION PROFESSIONAL SERVICES AND REQUIRED TRAINING BY RECOGNIZING ADDITIONAL MISCELLANEOUS REVENUES FOR REIMBURSEMENTS.		
		1101-505701-5701-71299	1,845.86			PROVIDE	FUNDS FOR	PROF SVC - OTHER
		1101-505701-5701-74101	7,000.00			PROVIDE	FUNDS FOR	REQUIRED CERTIFICATION/TRAININ
		1101-505701-5701-46720	8,845.86	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
147709-10	PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR VARIOUS GOLF COURSE OPERATING ACCOUNTS BY RECOGNIZING REBATE PAYMENTS.		
		1101-707606-7642-75101	3,295.00			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		1101-707606-7644-75101	998.68			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		1101-707606-7645-75101	1,899.84			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		1101-707606-7642-46720	2,095.00	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
		1101-707606-7644-46720	998.68	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
		1101-707606-7645-46720	1,298.08	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
		1101-707606-7642-46730	1,200.00	CR		PROVIDE	REVENUE FOR	REBATE
		1101-707606-7645-46730	601.76	CR		PROVIDE	REVENUE FOR	REBATE
147711-12	PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR PARKS MAINTENANCE REPAIRS AND MAINTENANCE ACCOUNT BY RECOGNIZING SCRAP METAL PAYMENTS AND OVER-PAYMENT REFUNDS.		
		1101-707603-7232-76101	4,355.24			PROVIDE	FUNDS FOR	REPAIRS & MAINTENANCE
		1101-707603-7232-46720	4,355.24	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS
147715	GENERAL SERVICES / PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR PART-TIME SALARIES AND PROFESSIONAL SERVICES IN PARKS ART PROGRAMS BY DECREASING FUNDS FOR GENERAL SERVICES PROFESSIONAL SERVICES AND PARKS SPECIAL EVENTS PART-TIME SALARIES.		
		1101-707105-0001-71299	18,000.00	CR		DECREASE	FUNDS FOR	PROF SVC - OTHER
		1101-707604-7321-63313	12,814.10			PROVIDE	FUNDS FOR	PART TIME - NON-CERS
		1101-707604-7406-63313	3,472.79	CR		DECREASE	FUNDS FOR	PART TIME - NON-CERS
		1101-707604-7321-63621	794.47			PROVIDE	FUNDS FOR	FICA
		1101-707604-7406-63621	215.32	CR		DECREASE	FUNDS FOR	FICA
		1101-707604-7321-63622	5.63			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		1101-707604-7406-63622	1.53	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		1101-707604-7321-63624	185.80			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		1101-707604-7406-63624	50.36	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
		1101-707604-7321-71299	1,500.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER
		1101-707604-7322-71299	4,200.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER
		1101-707604-7326-71299	2,240.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST			
147718-19	TRAFFIC ENGINEERING				05/07/2024	TO PROVIDE FUNDS FOR OPERATING SUPPLIES AND EXPENSES BY RECOGNIZING REVENUE RECEIVED FROM RECYCLING DEPOSITS.			
		1101-303601-0001-75101	291.60			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE	
		1101-303602-3601-46720	291.60	CR		PROVIDE	REVENUE FOR	MISCELLANEOUS	
147725	PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR SPECIAL EVENT ELECTRICAL EQUIPMENT IN ADHERENCE WITH THE NATIONAL ELECTRIC CODE 2017 BY REALLOCATING FUNDS FOR PARKS MAINTENANCE PART-TIME STAFFING ACCOUNTS.			
		1101-707603-7235-63314	7,631.60	CR		DECREASE	FUNDS FOR	PART TIME - CERS	
		1101-707603-7235-63511	1,781.22	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS	
		1101-707603-7235-63621	473.16	CR		DECREASE	FUNDS FOR	FICA	
		1101-707603-7235-63622	3.36	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE	
		1101-707603-7235-63624	110.66	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE	
		1101-707603-7235-76101	10,000.00			PROVIDE	FUNDS FOR	REPAIRS & MAINTENANCE	
147480-81	OFFICE OF THE MAYOR				05/07/2024	TO PROVIDE FUNDS FOR ONE LEXINGTON SCHOLARSHIP ACCOUNT BY RECOGNIZING A DONATION.			
		1103-133006-1323-71299	10,000.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER	
		1103-133006-1323-46510	10,000.00	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS	
147704-05	PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR SPECIAL EVENTS AND YAPPY HOURS FOR PROFESSIONAL SERVICES AND OPERATING ACCOUNT BY RECOGNIZING SPONSORSHIP PAYMENTS.			
		1103-707604-7337-71299	1,500.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER	
		1103-707604-7406-71299	4,281.97			PROVIDE	FUNDS FOR	PROF SVC - OTHER	
		1103-707604-7337-75101	500.00			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE	
		1103-707604-7328-46510	2,601.97	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS	
		1103-707604-7337-46510	2,000.00	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS	
		1103-707604-7406-46510	1,680.00	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS	
147706	PARKS AND RECREATION				05/07/2024	TO MOVE FUNDS FROM BLUEGRASS 10K PART-TIME STAFFING ACCOUNTS TO OPERATING AND PROFESSIONAL SERVICES ACCOUNTS TO REFLECT BUDGETARY NEEDS FOR OPERATING THE RACE.			
		1103-707604-7411-63313	5,539.56	CR		DECREASE	FUNDS FOR	PART TIME - NON-CERS	
		1103-707604-7411-63621	372.00	CR		DECREASE	FUNDS FOR	FICA	
		1103-707604-7411-63622	1.44	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE	
		1103-707604-7411-63624	87.00	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE	
		1103-707604-7411-71299	12,000.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER	
		1103-707604-7411-75101	6,000.00	CR		DECREASE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE	
147707-08	PARKS AND RECREATION				05/07/2024	TO PROVIDE FUNDS FOR GOLF OPERATING ACCOUNT BY RECOGNIZING CONTRIBUTIONS FROM TOURNAMENT SPONSORSHIPS.			
		1103-707606-7642-75101	12,500.00			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE	
		1103-707606-7642-46510	12,500.00	CR		PROVIDE	REVENUE FOR	CONTRIBUTIONS	

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST
147662-63	FINANCE				05/07/2024	TO ADJUST REVENUE BUDGET FOR FY 2024 BOND PROCEEDS TO ACCURATELY REFLECT BOND ISSUANCE AND PROVIDE BUDGET FOR PERCENT FOR THE ARTS.
		2614-134201-1428-71299	374,456.00			PROVIDE FUNDS FOR PROF SVC - OTHER
		2614-141401-1507-71202	309,647.20			PROVIDE FUNDS FOR PROF SVC - FINANCE
		2614-141401-1507-71225	60,412.70			PROVIDE FUNDS FOR BOND - DISCOUNT
		2614-141401-1507-45610	34,820,000.00	CR		PROVIDE REVENUE FOR DEBT PROCEEDS
		2614-141401-1680-45610	37,445,645.00			DECREASE REVENUE FOR DEBT PROCEEDS
		2614-141401-1507-45630	3,370,160.90	CR		PROVIDE REVENUE FOR BOND - PREMIUM
147713-14	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH A GRANT FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS - FY 2024.
		3120-160201-0001-63111	27,115.00			PROVIDE FUNDS FOR CIVIL SERVICE SALARIES
		3120-160201-0001-63511	6,329.00			PROVIDE FUNDS FOR PENSION CONTRIBUTIONS
		3120-160201-0001-63615	2,712.00			PROVIDE FUNDS FOR BP - UCG
		3120-160201-0001-63621	1,849.00			PROVIDE FUNDS FOR FICA
		3120-160201-0001-63622	13.00			PROVIDE FUNDS FOR UNEMPLOYMENT INSURANCE
		3120-160201-0001-63624	432.00			PROVIDE FUNDS FOR MEDICARE EXPENSE
		3120-160201-0001-63625	53.00			PROVIDE FUNDS FOR OTHER VOLUNTARY BENEFITS-UCG
		3120-160201-0001-74102	6,500.00			PROVIDE FUNDS FOR CONFERENCES AND OTHER TRAINING
		3120-160201-0001-74201	200.00			PROVIDE FUNDS FOR BUSINESS TRAVEL
		3120-900212-0001-71101	1,359,277.00			PROVIDE FUNDS FOR OUTSIDE AGENCY SERVICES
		3120-900212-0001-82301	102,311.00			PROVIDE FUNDS FOR OTHER GRANT MATCH - INTANGIBLE
		3120-160201-0001-44010	1,404,480.00	CR		PROVIDE REVENUE FOR INTERGOVERNMENTAL - FEDERAL
		3120-160201-0001-45931	102,311.00	CR		PROVIDE REVENUE FOR OTHER GRANT MATCH - INTANGIBLE
147720-21	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH GRANT BUDGET FOR PROJECT SAFE NEIGHBORHOOD FY 2022 FOR COMPUTER EQUIPMENT AND DATABASE SOFTWARE.
		3140-505506-5561-96202	38,000.00			PROVIDE FUNDS FOR SOFTWARE
		3140-505506-5561-96203	61,063.00			PROVIDE FUNDS FOR DESKTOPS AND LAPTOPS
		3140-505506-5561-44010	99,063.00	CR		PROVIDE REVENUE FOR INTERGOVERNMENTAL - FEDERAL
147722-23	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH GRANT BUDGET FOR PROJECT SAFE NEIGHBORHOOD #2 FY 2022 FOR NETWORK CONNECTIVITY.
		3140-505502-5521-72204	95,160.00			PROVIDE FUNDS FOR NETWORK CONNECTIVITY
		3140-505502-5521-44010	95,160.00	CR		PROVIDE REVENUE FOR INTERGOVERNMENTAL - FEDERAL
147690-91	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH GRANT BUDGET FOR FIBER OPTIC FY 2024 GRANT.
		3160-303602-3605-91711	750,000.00			PROVIDE FUNDS FOR FIBER, EQUIP, AND INSTALLATION
		3160-303602-3605-44010	600,000.00	CR		PROVIDE REVENUE FOR INTERGOVERNMENTAL - FEDERAL
		3160-303602-3605-45915	150,000.00	CR		PROVIDE REVENUE FOR TRANSFER FROM MUNICIPAL AID
147567-68	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH A GRANT BUDGET FOR EASTERN KY FLOOD REIMBURSEMENT.
		3200-505701-5701-63155	175,583.81			PROVIDE FUNDS FOR OT F & P-UNSCH NOT PEN ELIGIBL

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BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		Page 5 of 5
147567-68	GRANTS AND SPECIAL PROGRAMS				05/07/2024	TO ESTABLISH A GRANT BUDGET FOR EASTERN KY FLOOD REIMBURSEMENT.		
		3200-505701-5701-63621	10,886.20			PROVIDE	FUNDS FOR	FICA
		3200-505701-5701-63622	77.25			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3200-505701-5701-63624	2,545.97			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		3200-505701-5701-75801	55,441.99			PROVIDE	FUNDS FOR	EQUIPMENT UNDER $5000
		3200-505701-5701-44010	244,535.22	CR		PROVIDE	REVENUE FOR	INTERGOVERNMENTAL - FEDERAL
147555	WATER QUALITY				05/07/2024	TO PROVIDE ADDITIONAL FUNDS IN OPERATING CAPITAL ACCOUNT FOR HARTLAND 1 VALVE REPLACEMENTS BY DECREASING FUNDS IN REPAIRS AND MAINTENANCE.		
		4002-303411-3481-76101	40,000.00	CR		DECREASE	FUNDS FOR	REPAIRS & MAINTENANCE
		4002-303411-3481-91017	40,000.00			PROVIDE	FUNDS FOR	REMODELING
147556	WATER QUALITY				05/07/2024	TO PROVIDE FUNDS TO COVER THE COST OF CHEMICALS AND SUPPLIES AT WEST HICKMAN WASTE WATER TREATMENT PLANT FOR THE REMAINDER OF THE FISCAL YEAR BY REDUCING FUNDS IN REMODELING.		
		4002-303403-0001-75101	250,000.00			PROVIDE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		4002-303403-0001-91017	250,000.00	CR		DECREASE	FUNDS FOR	REMODELING
147505-06	ENHANCED 911				05/07/2024	TO PROVIDE FUNDS FOR ENHANCED 911 OVERTIME EXPENSES BY RECOGNIZING A TRANSFER FROM THE GENERAL FUND.		
		4204-505602-5623-63152	309,560.00			PROVIDE	FUNDS FOR	OVERTIME-CERS
		4204-505602-5623-63511	72,251.00			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		4204-505602-5623-63621	19,193.00			PROVIDE	FUNDS FOR	FICA
		4204-505602-5623-63622	136.00			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		4204-505602-5623-63624	4,489.00			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		4204-505602-5623-45911	405,629.00	CR		PROVIDE	REVENUE FOR	TRANSFER FROM GENERAL SERVICE

0.00	1101	GENERAL SERVICES DISTRICT FUND
0.00	1103	DONATION FUND
0.00	2614	2024 BOND PROJECTS FUND
0.00	3120	US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
0.00	3140	US DEPARTMENT OF JUSTICE
0.00	3160	US DEPARTMENT OF TRANSPORTATION
0.00	3200	US DEPARTMENT OF HOMELAND SECURITY
0.00	4002	SANITARY SEWER REVENUE AND OPERATING FUND
0.00	4204	ENHANCED 911 FUND

REPORT COMPILED BY: Rachael Berry
DIVISION OF BUDGETING

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 ADDENDUM SCHEDULE NO: 0044

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST
147845	GRANTS AND SPECIAL PROGRAMS			05/09/2024	TO MOVE FUNDS FROM AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL RECOVERY FUNDS/HARRODSBURG ROAD TRAIL PROJECT TO JEFFERSON STREET VIADUCT PROJECT.
		3230-303202-3225-90313	96,661.00 CR		DECREASE FUNDS FOR CONSTRUCTION-HIKE/BIKE TRAILS
		3230-313101-3101-91714	96,661.00		PROVIDE FUNDS FOR CONSTRUCTION-SIDEWALK/DRIVEWY
			0.00	3230	US DEPARTMENT OF TREASURY

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
5/10/2024

ORDINANCE NO. 049 - 2024

AN ORDINANCE AMENDING SECTION 7-45 OF THE CODE OF ORDINANCES, WHICH PROVIDES FOR BUDGET ADJUSTMENTS FOR CERTAIN BUDGET AMENDMENT ITEMS TO ADD SUBSECTION (i) PERTAINING TO COUNCIL CAPITAL PROJECT FUNDING, EFFECTIVE UPON PASSAGE OF COUNCIL.

WHEREAS, it is more efficient and timely to have the option of using an approval process for certain budgeting actions that does not require an ordinance for each such action; and

WHEREAS, the Lexington-Fayette Urban County Government has previously adopted legislation in this area that should be unified in the Code of Ordinances of the Lexington-Fayette Urban County Government.

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

Section 1 – That Section 7-45 of the Lexington-Fayette Urban County Government, Code of Ordinances, be and hereby is amended to add subsection (i), to read as follows:

Sec. 7-45. Exceptions. The following types of amendments may be processed using a budget adjustment process administered by the Division of Budgeting:

* * * * *

(i) Council Capital Project for Council-approved allocations to any department or division.

Section 2 – That to the extent any ordinance or resolution is in conflict with the provision of this Ordinance, the provisions of this ordinance shall take precedence.

Section 3 – That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 16,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 23,2024-1t
516-24 4878-3306-3577, v. 3

ORDINANCE NO. 050 - 2024

AN ORDINANCE AMENDING SECTION 7-6 OF THE CODE OF ORDINANCES, PERTAINING TO PROVIDING FOR AN ALTERNATIVE PROCESS FOR THE ACCEPTANCE, APPROVAL, AND ESTABLISHMENT OF PRICE CONTRACTS FOR PURCHASES FOR WHICH FUNDS HAVE BEEN BUDGETED, TO ALLOW THE SAME PROCESS TO BE USED FOR FIXED-PRICE BIDS AND SOLE SOURCE PROCUREMENTS THAT ONLY REQUIRE THE URBAN COUNTY GOVERNMENT TO ENTER INTO A UNILATERAL CONTRACT OR ISSUE A PURCHASE ORDER, EFFECTIVE UPON PASSAGE OF COUNCIL.

WHEREAS, the Urban County Government previously created and codified a more efficient and timely alternative process for the acceptance, approval, and establishment of price contracts for which funds have been budgeted in Section 7-6 of the Code of Ordinances; and

WHEREAS, it is also more efficient and timely to have the option of using a similar process for procurements that only require the Urban County Government to enter into a unilateral contract or a purchase order; and

WHEREAS, including sufficient information on the Mayor's report for approval by Council ensures transparency with such procurement.

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

Section 1 - That Section 7-6 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

Sec. 7-6. Alternative Approval Process for Price Contracts.

(a) For purchases utilizing either: price contracts, or (ii) fixed price bids or sole source procurements that only require the Urban County Government to enter into a unilateral contract or issue a purchase order, and for which the funds have been budgeted, the administration may place a summary of the acceptance, approval, and establishment of each such procurement on the Mayor's Report for Council approval in lieu of a resolution for each procurement.

(b) At a minimum, the following information must be provided for each procurement: the name of the department or division for which the procurement is being made, a description of the goods or services being procured, and the name(s) of the successful bidder(s).

(c) The Urban County Council may take any appropriate action with respect to any procurement item that is included in the Mayor's Report.

Section 2 - To the extent any ordinance or resolution is in conflict with the provision of this ordinance, the provisions of this ordinance shall take precedence.

Section 3 - If any section, subsection, sentence, clause, phrase, or portion of this

Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 16,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: May 23,2024-1t

517-24:DJB:4853-8503-1833, v. 3

RESOLUTION NO. 239 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF $51,000.00 TO EXTEND PHASE 3 OF THE IT'S TIME CAMPAIGN, AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget to extend Phase 3 of the *It's Time* campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed $51,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account # 1105-606106-71299, pursuant to the terms of the Second Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 23, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0378-24:GET:4878-1563-2568, v. 1

RESOLUTION NO. 240 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUOTE WITH STEELCASE, FOR OFFICE FURNITURE, AT A COST NOT TO EXCEED $10,479.58.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Quote, which is attached hereto and incorporated herein by reference, with Steelcase, for office furniture.

Section 2 - That an amount, not to exceed the sum of $10,479.58, be and hereby is approved for payment to Steelcase, from the following accounts in the following amounts #1101-505506-75801 ($6,979.58) and #1132-505501-96401 ($3,500.00)

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0430-24:MRS:4873-1835-8201, v. 1

RESOLUTION NO. 241 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 979 EDGEWATER DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Drive.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0434-24:EPT:4863-7479-2124, v. 1

RESOLUTION NO. 242 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #2 TO CONTRACT # 236-2021 WITH ELEMENT DESIGN FOR ADDITIONAL PROFESSIONAL SERVICES ON LFUCG PHOENIX REIMAGINED, IN THE INCREASED AMOUNT OF $71,250.00 FOR THE NEW CONTRACT TOTAL OF $207,450.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order #2, which is attached hereto and incorporated herein by reference, to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250.00 for the new contract total of $207,450.00.

Section 2 – That an amount, not to exceed $71,250.00, be and hereby is approved for payment to Element Design, from account # 2614-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0440-24:CWE:4872-7115-3849, v. 1

RESOLUTION NO. 243 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EASEMENT RELEASE, RELEASING A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 649 BIZZELL DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Easement Release, which is attached hereto and incorporated herein by reference, releasing a sanitary sewer easement on the property located at 649 Bizzell Drive.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0445-24:EPT:4879-9490-7580, v. 1

RESOLUTION NO. 244 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SALARY DATA AGREEMENT WITH SALARY.COM FOR ACCESS TO SALARY RESEARCH AND SALARY STUDIES FOR ALL CLASSIFIED AND UNCLASSIFIED POSITIONS FOR THE DIVISION OF HUMAN RESOURCES, AT A COST NOT TO EXCEED $10,000.00 IN THE FISCAL YEAR 2025, TO INCREASE NO MORE THAN 5% UPON RENEWAL WHICH SHALL BE SUBJECT TO THE APPROPRIATION OF FUNDS; EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Division of Human Resources.

Section 2 – That an amount not to exceed $10,000.00, be and hereby is approved for payment to Salary.com, from account # 1101-160501-77802 in FY 2025, pursuant to the terms of the Salary Data Agreement, increasing at a rate of no more than 5% upon renewal which shall be subject to the appropriation of sufficient funds.

Section 3 – That this Resolution shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0448-24:GET:4854-4730-5145, v. 1

RESOLUTION NO. 245 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STRAND ASSOCIATES INC., FOR ADDITIONAL DESIGN SERVICES FOR BRIGHTON TRAIL CONNECTION, INCREASING THE CONTRACT PRICE BY THE SUM OF $12,658.00, FROM $103,652.00 TO $116,310.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Contract with Strand Associates Inc., for additional design services for Brighton Trail connection, increasing the contract price by the sum of $12,658.00, from $103,652.00 to $116,310.00.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0449-24:MRS:4866-2418-4504, v. 1

RESOLUTION NO. 246-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EVA HARRISON AS A SEXUAL ASSAULT NURSE EXAMINER, TO PROVIDE ON-CALL FORENSIC EXAMINATIONS AND SERVICES UNDER THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM FOR FISCAL YEAR 2024, AT A COST NOT TO EXCEED $72,167.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Professional Services Agreement, which is attached hereto and incorporated herein by reference, with Eva Harrison, as a Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program, at a cost not to exceed $72,167.00.

Section 2 - That an amount, not to exceed $72,167.00, be and hereby is approved for payment to Eva Harrison, from accounts #3140-505506-5561-71299 ($57,167.00) and #3140-505506-5561-71217 ($15,000.00), pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0450-24:ANB:4889-2435-6537, v. 1

RESOLUTION NO. 247 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH R.J. CORMAN RAILROAD COMPANY FOR THE SETUP AND EXECUTION OF LEXINGTON'S 4TH OF JULY FIREWORKS DISPLAY AT RAILROAD'S LEXINGTON YARD ON JULY 4, 2024.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with R.J. Corman Railroad Company, for the setup and execution of Lexington's 4th of July fireworks display at railroad's Lexington yard on July 4, 2024.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0452-24:CWE:4893-8060-1785, v. 1

RESOLUTION NO. 248 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR THE SETUP AND EXECUTION OF LEXINGTON'S PATRIOTIC CONCERT ON JULY 3, 2024, AT A COST NOT TO EXCEED $45,000.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2024.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1115-313201-75101.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0454-24:CWE:4882-5423-4553, v. 1

RESOLUTION NO. 249 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2024, OR THE POSTPONEMENT DATE OF JULY 5, 2024, FOR A COST OF $23,000 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2024, or the postponement date of July 5, 2024.

Section 2 – That an amount of $23,000, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707105-71299.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0456-24:CWE:4854-6803-7049, v. 1

RESOLUTION NO. 250 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF $244,535.22 IN FEDERAL FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FROM KENTUCKY EMERGENCY MANAGEMENT, FOR REIMBURSEMENT OF EXPENSES RELATED TO THE EASTERN KENTUCKY FLOOD AND SEVERE WEATHER EVENT, FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award of $244,535.22 in federal funds from the Federal Emergency Management Agency (FEMA), from Kentucky Emergency Management, for reimbursement of expenses related to the Eastern Kentucky flood and weather event, for the Division of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0457-24:ANB:4867-6121-0041, v. 2

RESOLUTION NO. 251 -2025

A RESOLUTION APPROVING THE FY 2025 BUDGET OF THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (LEXPARK) PURSUANT TO KRS 67A.921.

WHEREAS, KRS 67A.921 requires the Lexington and Fayette County Parking Authority (LexPark) to submit its budget to the Lexington-Fayette Urban County Government for review and approval, which may include any proposed fee or rate increase.

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

Section 1 - That the Fiscal Year 2025 Budget for the Lexington and Fayette County Parking Authority (LexPark), including any proposed fee or rate increases, which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 67A.921.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0475-24: 4893-4882-1435, v. 3

RESOLUTION NO. 252 -2024

A RESOLUTION PURSUANT TO KRS 65.028(10) REJECTING ALL PROPOSALS SUBMITTED IN RESPONSE TO REQUEST FOR PROPOSAL #48-2023 DOWNTOWN CITY HALL DEVELOPMENT AND CANCELLING ALL REMAINING ACTIVITY RELATED TO THE RFP.

WHEREAS, the Lexington-Fayette Urban County Government previously issued Request for Proposal #48-2023 Downtown City Hall Development pursuant to KRS 65.028 (P3 statute), has performed its due diligence related to reviewing responses and determined that none of the responses are feasible to move forward to formal negotiations; and

WHEREAS, KRS 65.028(10) requires a determination in writing that rejecting all proposals or cancelling a request for proposal is in the best interest of the government and approved by the legislative body;

WHEREAS, the selection committee and Mayor have determined in writing that it is in the best interest of the Lexington-Fayette Urban County Government to reject all of the proposals related to RFP #48-2023 and cancel all remaining activity related to the RFP, and

WHEREAS, the Lexington-Fayette Urban County Council accepts this determination.

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

Section 1 - That pursuant to KRS 65.028(10), the Lexington-Fayette Urban County Government has determined that it is in its best interest to reject all proposals submitted in response to Request for Proposal #48-2023 Downtown City Hall Development and cancel all remaining activity related to the RFP.

Section 2 - That the selection committee be and hereby is authorized to perform any and all actions consistent with this Resolution to implement this decision.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0489-24:DJB:4856-5088-2489, v. 3

RESOLUTION NO. 253 - 2024

A RESOLUTION ACCEPTING THE BID OF CARBUSA LLC, IN THE AMOUNT OF $110,200.79 FOR THE ACTIVATED CARBON REPLACEMENT, FOR THE DIVISION OF WATER QUALITY.

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

Section 1 – That the bid of CarbUSA LLC, in the amount of $110,200.79, for the activated carbon replacement, for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 – That an amount, not to exceed the sum of $110,200.79, be and hereby is approved for payment to CarbUSA LLC, from account #4003-303401-92711, pursuant to the terms of the bid.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0494-24:TAH: 4877-9607-4172, v. 1

RESOLUTION NO. 254 - 2024

A RESOLUTION RATIFYING THE PERMANENT CLASSIFIED CIVIL SERVICE APPOINTMENTS OF: RONALD HINTON, OPERATIONS SUPERVISOR, GRADE 519E, $2,211.53 BIWEEKLY IN THE DIVISION OF STREETS AND ROADS, EFFECTIVE FEBRUARY 28, 2024; MICHAELA LAND, SAFETY AND LOSS CONTROL SPECIALIST, GRADE 520E, $2,108.40 BIWEEKLY IN THE DIVISION OF HUMAN RESOURCES, EFFECTIVE MAY 20, 2024; MATTHEW CHRISTOPHER, VEHICLE & EQUIPMENT TECHNICIAN SR., GRADE 519N, $28.060 HOURLY IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE MAY 6, 2024; NICHOLAS CLOUSE, VEHICLE & EQUIPMENT TECHNICIAN SR., GRADE 519N, $27.460 HOURLY IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE MAY 6, 2024; PADHRAIC SWEET, VEHICLE & EQUIPMENT TECHNICIAN SR., GRADE 519N, $28.205 HOURLY IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE MAY 6, 2024; ROSA CASTRO, CUSTODIAL WORKER, GRADE 506N, $17.000 HOURLY IN THE DIVISION OF AGING AND DISABILITY SERVICES, EFFECTIVE MARCH 25, 2024.

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

Section 1 – That the following Permanent Classified Civil Service Appointments made by the Mayor, be and hereby are ratified:

Ronald Hinton, Operations Supervisor, Grade 519E, $2,211.53 biweekly in the Division of Streets and Roads, effective February 28, 2024.

Michaela Land, Safety and Loss Control Specialist, Grade 520E, $2,108.40 biweekly in the Division of Human Resources, effective May 20, 2024.

Matthew Christopher, Vehicle & Equipment Technician Sr., Grade 519N, $28.060 hourly in the Division of Facilities and Fleet Management, effective May 6, 2024.

Nicholas Clouse, Vehicle & Equipment Technician Sr., Grade 519N, $27.460 hourly in the Division of Facilities and Fleet Management, effective May 6, 2024.

Padhraic Sweet, Vehicle & Equipment Technician Sr., Grade 519N, $28.205 hourly in the Division of Facilities and Fleet Management, effective May 6, 2024.

Rosa Castro, Custodial Worker, Grade 506N, $17.000 hourly in the Division of Aging and Disability Services, effective March 25, 2024.

Section 2 – That these personnel actions shall become effective on the date described in each item.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0515-24:GET:4876-3590-3420, v. 1

RESOLUTION NO. 255 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITY USAGE AGREEMENTS WITH THE YMCA OF CENTRAL KENTUCKY, LEXINGTON YOUTH SOCCER ASSOCIATION, AND FAYETTE UNITED SOCCER ASSOCIATION FOR A PERIOD OF ONE YEAR, WITH AUTOMATIC RENEWAL FOR TWO SUCCESSIVE ONE YEAR TERMS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Facility Usage Agreement, which is attached hereto and referenced herein, with the YMCA of Central Kentucky, the Lexington Youth Soccer Association, and the Fayette United Soccer Association, providing usage of athletic facilities for a period of one (1) year, with automatic renewal for two (2) successive one (1) year terms, unless the agreement is terminated.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0246-24:CWE:4884-7017-7211, v. 1

RESOLUTION NO. 256 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (RFP NO. 15-2024) WITH SPECIAL ELECTRONICS, INC., FOR INTERMEDIATE AND ADVANCED ELECTRONIC IED DISABLEMENT TRAINING AND RELATED EQUIPMENT, FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED $89,200.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement (RFP No. 15-2024), which is attached hereto and incorporated herein by reference, with Special Electronics, Inc., for Intermediate and Advanced Electronic IED Disablement Training, for the Division of Police.

Section 2 - That an amount, not to exceed the sum of $89,200.00, be and hereby is approved for payment to Special Electronics, Inc., from account #3200-505505-71299 ($81,000.00) and account # 3200-505505-75801 ($8,200.00), pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0426-24:ANB:4859-2072-0827, v. 1

RESOLUTION NO. 257 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE COUNCIL ON ACCREDITATION (COA), A SERVICE OF SOCIAL CURRENT, PROVIDING FOR THE REACCREDITATION OF THE DEPARTMENT OF SOCIAL SERVICES, AT A COST NOT TO EXCEED $22,066.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Council on Accreditation (COA), a service of Social Current, providing for the reaccreditation of the Department of Social Services, at a cost not to exceed $22,066.00.

Section 2 – That an amount, not to exceed the sum of $22,066.00, be and hereby is approved for payment to the Council on Accreditation (COA), a service of Social Current, from account #1101-606101-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0453-24:TAH: 4888-2478-8923, v. 1

RESOLUTION NO. 258 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND CF APARTMENTS, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF THE HULETT PROPERTY IN JESSAMINE COUNTY.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Site Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine South Elkhorn Water District and CF Apartments, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of the Hullett Property in Jessamine County.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0455-24:EPT:4857-3146-7453, v. 1

RESOLUTION NO. 259 - 2024

A RESOLUTION AUTHORIZING PAYMENT OF A CIVIL PENALTY THE AMOUNT OF $4,000.00 TO THE COMMONWEALTH OF KENTUCKY, KENTUCKY STATE TREASURER FOR PLANT EFFLUENT DISCHARGE VIOLATIONS AT THE WEST HICKMAN WASTEWATER TREATMENT PLANT.

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

Section 1 – That payment of a civil penalty in the amount of $4,000.00 be and hereby is authorized to the Commonwealth of Kentucky, Kentucky State Treasurer for plant effluent discharge violations at the West Hickman Wastewater Treatment Plant.

Section 2 – That an amount, not to exceed the sum of $4,000.00, be and hereby is approved for payment to the Commonwealth of Kentucky, Kentucky State Treasurer, from account # 4002-303401-3401-78321, pursuant to the terms of the Demand and Civil Penalty.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0469-24:EPT_4859-3347-3212, v. 1

RESOLUTION NO. 260 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE AGREEMENT WITH DELMAE LLC FOR SERVICES RELATED TO THE PEBBLE CREEK BANK STABILIZATION PROJECT, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $83,300.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with DelMae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $83,300.00, be and hereby is approved for payment to DelMae LLC, from account # 4052-303204-3372-92211, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0471-24:EPT:4893-6170-3357, v. 1

RESOLUTION NO. 261 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIVE-YEAR LEASE AGREEMENT WITH VERTIQ SOFTWARE, LLC, FOR SOFTWARE FOR THE CORONER'S DATA MANAGEMENT SYSTEM, AT A COST NOT TO EXCEED THE SUM OF $13,781.00 IN FY 2025.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Five-Year Lease Agreement, which is attached hereto and incorporated herein by reference, with VertiQ Software, LLC, for software for the Coroner's Data Management System.

Section 2 - That an amount not to exceed the sum of $13,781.00 be and hereby is approved for payment to VertiQ Software, LLC, for FY 2025, from account #1101-202505-71307, pursuant to the terms of the Lease Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0474-24:ANB:4860-7997-3563, v. 1

RESOLUTION NO. 262 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH KY CRISIS INTERVENTION TEAM-CRISIS SOLUTION, LLC., FOR TRAINING CURRICULUM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with KY Crisis Intervention Team-Crisis Solution, LLC., for training curriculum.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0476-24:MRS:4895-0400-7612, v. 1

RESOLUTION NO. 263 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, OR THE CHIEF INFORMATION OFFICER, AS THE MAYOR'S DESIGNEE, TO EXECUTE A MAINTENANCE AGREEMENT, AND ANY OTHER NECESSARY DOCUMENTS, WITH UNIFIED TECHNOLOGIES, INC., FOR THE PURPOSES OF SUPPORTING VOICE COMMUNICATIONS SYSTEMS AT BLACK AND WILLIAMS NEIGHBORHOOD CENTER AND LEXINGTON SENIOR CENTER, AT A COST ESTIMATED NOT TO EXCEED $5,964.42, AND FURTHER AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER AS HER DESIGNEE TO EXECUTE ANY FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF THESE SERVICES FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

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

Section 1 – That the Mayor, on behalf of the Urban County Government, or the Chief Information Officer, as the Mayor's designee, be and hereby is authorized and directed to execute a Maintenance Agreement, which is attached hereto and incorporated herein by reference, and any other necessary documents, with Unified Technologies, Inc., for the purposes of supporting voice communications systems at Black and Williams Neighborhood Center and the Lexington Senior Center, at a cost estimated not to exceed $5,964.42, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future Statements of Work related to the procurement of these services for various departments and divisions of the Urban County Government, as further determined to be necessary, cost-effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $5,964.42, is hereby authorized for payment to Unified Technologies, Inc., for FY 2025 subject to appropriation by Council, from the following accounts in the following amounts: #1101-202505-76102 ($5,069.76), #1115-202505-76102 ($417.51), #4002-202505-76102 ($298.22), and #4051-202505-76102 ($178.93).

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0477-24:TAH:4859-7076-2427, v. 1

RESOLUTION NO. 264 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ACCELA, INC., AND ANY OTHER NECESSARY DOCUMENTS, FOR THE PURPOSE OF OPERATING, SUPPORTING, AND MAINTAINING PERMITTING, LICENSING, AND CODE ENFORCEMENT SOFTWARE, AT A COST ESTIMATED NOT TO EXCEED $444,763.59, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FY2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement with Accela, Inc., which is attached hereto and incorporated herein by reference, and any other necessary documents, for the purpose of operating, supporting, and maintaining permitting, licensing, and code enforcement software.

Section 2 – That an amount, estimated not to exceed the sum of $444,763.59, be and hereby is approved for payment to Accela, Inc., from the following accounts in the following amounts: #1101-202505-72205 ($134,828.22), #1101-202505-71307 ($69,763.03), #1115-202505-72205 ($43,965.72), #1115-202505-71307 ($22,748.81), #4002-202505-72205 ($67,414.11), #4002-202505-71307 ($34,881.51), #4201-202505-72205 ($46,896.78), and #4201-202505-71307 ($24,265.41), pursuant to the terms of the agreement, and subject to sufficient funds being appropriated in FY2025.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0478-24:TAH:4855-7250-1179, v. 1

RESOLUTION NO. 265 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION – TRANSNATIONAL ORGANIZED CRIME WESTERN HEMISPHERE TASK FORCE TO DELINEATE TASK FORCE RESPONSIBILITIES.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, attached hereto and incorporated herein by reference, with the Federal Bureau of Investigation – Transnational Organized Crime Western Hemisphere Task Force to delineate task force responsibilities.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0479-24:CWE:4888-3108-0635, v. 1

RESOLUTION NO. 266 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT FOR THE POLICE TRAINING ACADEMY WITH THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM AT THE BCTC NEWTOWN CAMPUS FOR A PERIOD OF THREE YEARS BEGINNING JULY 1, 2024, AT A COST OF $131,597, FOR FY2025, SUBJECT TO APPROPRIATION BY COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, attached hereto and incorporated herein by reference, with the Kentucky Community and Technical College System on behalf of Bluegrass Community and Technical College, for lease of the Megowan Building by the Police Training Academy.

Section 2 – That an amount, not to exceed the sum of $131,597, be and hereby is approved, for payment to the Kentucky Community and Technical College System on behalf of Bluegrass Community and Technical College, for FY2025, subject to appropriation by council, from account # 1101-505507-71302, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0480-24:CWE:4871-2373-7532, v. 1

RESOLUTION NO. 267 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $40,000.00 IN FEDERAL FUNDS, FOR THE CONTINUATION OF THE STREET SALES DRUG ENFORCEMENT PROJECT FOR FY 2025, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $13,334.00 AS A LOCAL MATCH, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the Kentucky Justice and Public Safety Cabinet, which Grant funds are in the amount of $40,000.00 in Federal funds, for the continuation of the Street Sales Drug Enforcement Project for FY 2025, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of $13,334.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0481-24:ANB:4888-4539-4875, v. 1

RESOLUTION NO. 268 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET FOR THE ACCEPTANCE OF FEDERAL FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $600,000.00, FROM THE FIBER OPTIC CABLE INSTALLATION PROGRAM GRANT FOR FY 2024, FOR INSTALLATION OF CONDUIT AND FIBER OPTIC CABLING, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $150,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement with the Kentucky Transportation Cabinet, which is attached hereto and incorporated herein by reference, for the acceptance of Federal funds in the amount of $600,000.00, from the Fiber Optic Cable Installation Program Grant for FY 2024, for installation of conduit and fiber optic cabling, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $150,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0484-24:ANB:4867-7327-6859, v. 1

RESOLUTION NO. 269 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL INSURANCE CRIME BUREAU, FOR ACCESS AND USE OF ISO CLAIM-SEARCH.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with National Insurance Crime Bureau, for access and use of ISO Claim-Search.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0485-24:MRS:4868-6297-2604, v. 1

RESOLUTION NO. 270 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 10 (FINAL) TO THE AGREEMENT WITH ATS CONSTRUCTION, FOR THE TOWN BRANCH TRAIL PHASE 6 (-$699,377.79) AND TURN LANES AT MANCHESTER AND FORBES PROJECTS (-$24,410.18) IN ORDER TO RECONCILE QUANTITIES INSTALLED FOR CLOSEOUT, DECREASING THE CONTRACT PRICE BY $723,787.97 AND DECREASING THE TOTAL CONTRACT PRICE TO $5,420,636.83.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 10 (Final), which is attached hereto and incorporated herein by reference, to the Agreement with ATS Construction, for the Town Branch Trail Phase 6 (-$699,377.79) and Turn Lanes at Manchester and Forbes Projects (-$24,410.18) in order to reconcile quantities installed for closeout, decreasing the contract price by $723,787.97 and decreasing the total contract price to $5,420,636.83.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0486-24:ANB:4855-5201-4779, v. 1

RESOLUTION NO. 271 - 2024

A RESOLUTION AMENDING SECTION 3.104(1) OF APPENDIX A, RULES AND PROCEDURES OF THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, PERTAINING TO THE ORDER OF BUSINESS FOR URBAN COUNTY COUNCIL WORK SESSIONS, TO CHANGE THE LABEL "MAYOR'S REPORT" TO "COMMUNICATIONS FROM THE MAYOR", TO MOVE THE COMMUNICATIONS FROM THE MAYOR TO FOLLOW NEW BUSINESS ITEMS ON THE ORDER OF BUSINESS, AND TO ADD DONATIONS, AND FIXED PRICE BIDS AND SOLE SOURCE PROCUREMENTS THAT ONLY REQUIRE THE URBAN COUNTY GOVERNMENT TO ENTER INTO A UNILATERAL CONTRACT OR ISSUE A PURCHASE ORDER, AS SEPARATE ITEMS FOR CONSIDERATION UNDER COMMUNICATIONS FROM THE MAYOR, AND RELABELING OR RENUMBERING OTHER AFFECTED ITEMS, ALL EFFECTIVE UPON PASSAGE OF COUNCIL.

WHEREAS, the Urban County Council, by Resolution No. 55-79, as amended, adopted "Rules and Procedures of the Lexington-Fayette Urban County Council", which were repealed, reorganized, revised and readopted by Resolution No. 599-2023 (hereinafter, "Rules");

WHEREAS, Section 5.104 of the Rules provides that "[n]o permanent change shall be made to these rules without notice specifying the purpose and wording of the change given prior to the consideration of the change and the adoption of the permanent change by a majority of all councilmembers through an amending resolution"; and

WHEREAS, notice of proposed changes to the Rules was given to all Council members at the Council Work Session on May 7, 2024.

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

Section 1 – That Section 3.104(1) of Appendix A – Rules and Procedures of the Lexington-Fayette Urban County Council, be and hereby is amended to read as follows:

1) The urban county council shall meet at the dates and times specified in a schedule of meetings adopted annually by the council by ordinance, in the council chamber on the second floor of the Lexington-Fayette Government Center, for purposes of conducting a "work session." Action taken by the urban county council at a work session is procedural in nature (See 2.201). A quorum for work sessions shall consist of not fewer than eight (8) of the fifteen (15) members of the council. The following order of business shall apply for work sessions of the urban county council;

   I. Public comment—agenda items only.

   II. *Requested rezonings/docket approval. (No item shall be placed on the docket which has not been approved at work session, either as part of the work docket or as a separate item at work session, except in case of emergency and except as limited by section 4.07 of the Charter).

   III. Approval of summary.

IV. *Budget amendments.

V. Budget adjustments (for information only).

VI. New business.

VII. Communications from the Mayor.

a. Appointments.

b. Donations.

c. Procurement Reports.

1. Price Contracts.

2. Fixed price bid recommendations (unilateral contract or purchase order).

3. Sole source procurement recommendations (unilateral contract or purchase order).

VIII. Continuing business/presentations/employee recognition. Up to two presentations are permitted per work session and each presentation shall not exceed 15 minutes; up to one presentation can be LFUCG employee recognition.

IX. Council reports.

X. Public comment—issues not on agenda.

XI. Adjournment.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

510-24 4870-7769-5641, v. 6

RESOLUTION NO. 272 - 2024

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 167-91 AND RESOLUTION NO. 319-2015, TO ADOPT A REVISED MINORITY AND WOMEN BUSINESS ENTERPRISE GOAL AT AN INITIAL 17% MINIMUM GOAL—INCLUDING MINIMUM SUBGOALS OF 5% FOR MINORITY BUSINESS ENTERPRISES AND 12% FOR WOMEN BUSINESS ENTERPRISES—AND TO RESTATE A CERTIFIED VETERAN-OWNED SMALL BUSINESS AND CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS MINIMUM 3% GOAL FOR GOVERNMENT CONTRACTS; AND ESTABLISHING EVIDENTIARY CRITERIA FOR THE DIVISION OF PROCUREMENT TO MODIFY THESE GOALS ON AN ANNUAL BASIS.

WHEREAS, the Urban County Council by Resolution No. 167-91 adopted an administrative plan implementing a ten percent (10%) minimum goal for minority and women business enterprises;

WHEREAS, the Urban County Council by Resolution No. 319-2015 adopted a three percent (3%) minimum goal for certified veteran-owned small businesses and certified service-disabled veteran-owned small businesses;

WHEREAS, the Urban County Council completed a disparity study ("hereafter referred to as "2022 Disparity and Availability Study") to assess whether substantial disparities exist between the availability and utilization of minority and women business enterprises for government contracts;

WHEREAS the 2022 Disparity and Availability Study found that there are substantial disparities between the availability and utilization of minority and women business enterprises for government contracts and that minority business enterprises are available for five percent (5%) of government contracts and women business enterprises are available for twelve percent (12%) of government contracts, for a combined total of seventeen percent (17%); and

WHEREAS, it is now the desire of the Urban County Council to amend and restate Resolution No. 167-91 and Resolution No. 319-2015 to better align with the findings of the 2022 Disparity and Availability Study.

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

Section 1 – That Resolution No. 167-91 and Resolution No. 319-2015, be and hereby are amended, restated, and replaced in their entirety with the contents of this Resolution.

Section 2 - That the following definitions shall be used throughout this Resolution:

(a) Certified. 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.

(b) 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 defined by 49 CFR subpart 26.

(c) 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, or Native American).

(d) Certified Women Business Enterprise (WBE). A business in which at least fifty-one percent (51%) is owned, managed, and controlled by a woman.

(e) Certified Veteran-Owned Small Business. The term Certified Veteran-Owned Small Business shall be defined and interpreted consistent with federal law or regulation as it may be amended from time-to-time.

(f) Certified Service-Disabled Veteran Owned Small Business. The term Certified Service-Disabled Veteran Owned Small Business shall be defined and interpreted consistent with federal law or regulation as it may be amended from time-to-time.

(g) Black American, Asian American, Hispanic American, and Native American shall have the same definitions as provided in the Minority Business Enterprise Program Manual, a copy of which shall be kept by the Division of Procurement, as it may be amended from time-to-time.

Section 3 – That the Urban County Council be and hereby adopts an initial annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spent from certain discretionary government construction, professional services, and goods and services agreements, with the following businesses, as provided in the following subgoals: (a) a separate annual aspirational goal of five percent (5%) with Certified Minority Business Enterprises (MBEs); and (b) a separate annual aspirational goal of twelve percent (12%) with Certified Women Business Enterprises (WBEs).

Section 4 – That the Urban County Council be and hereby re-adopts and restates

an aspirational goal of utilizing, at least three percent (3%) of public funds spent from certain discretionary government construction, professional services, and goods and services agreements with Certified Veteran-Owned Small Businesses and Certified Service-Disabled Veteran-Owned Small Businesses, collectively.

Section 5 – That the Urban County Council be and hereby adopts an annual aspirational goal of otherwise utilizing Certified Disadvantaged Business Enterprises on government contracts, where applicable.

Section 6 – That the Division of Procurement and its appropriate personnel shall take the following actions with respect to meeting these goals:

(a) Ensure that all appropriate bid, proposal, and solicitation documents, including contracts, include appropriate language and provisions related to these goals and compliance and reporting related thereto.

(b) Adopt policies, procedures, or guidelines consistent with the intent and purpose of this resolution.

(c) Track, monitor, and report information related to compliance with these goals.

(d) Establish good faith efforts and request supported documentation; and

(e) Evaluate and, as deemed appropriate, adopt programs or policies based on information and recommendations from the 2022 Disparity and Availability Study, organizational resources, and other considerations. Such measures may include:

(i) Race- and gender-neutral measures such as prompt payment mechanisms, advertising and outreach (expansion) activities, establishing subcontracting minimums, unbundling large contracts, establishing small business set-asides, expanding supportive services, and data collection and monitoring activities.

(ii) Race- and gender-conscious measures such as contract-specific goals and price and/or evaluation preferences.

Section 7 – That (a) The Division of Procurement shall review the goals and actions taken to meet these goals annually. The Division of Procurement shall determine whether the goals are being met, whether the conditions giving rise to these goals continue to exist, and whether the goals and/or actions taken to meet the goals should be modified

or rescinded.

(b) The Director of the Division of Procurement and designated Minority Business Enterprise Program Staff may increase these goals, in whole or in part, annually, if the availability of Certified Minority Business Enterprises (MBEs) or Certified Women Business Enterprises (WBEs) in the market increases, as determined by the Division of Procurement from the following evidence related to the Urban County Government's contracts and procurements:

(i) Evidence that participation of minority- and women-owned businesses has increased;

(ii) Evidence that policies and programs throughout the market area have been created that may positively impact the ability of minority- and woman-owned businesses to compete and participate;

(iii) Evidence regarding increased upcoming contract and procurement opportunities that may positively impact the ability of minority- and woman-owned businesses to compete and participate;

(iv) Evidence indicating increased employment, business ownership, education, training, and unions, that may positively impact the ability of minority- and woman-owned businesses to compete and participate; or

(v) Evidence indicating positive changes in financing, bonding, and insurance requirements that may positively impact the ability of minority- and woman-owned businesses to compete and participate in the past twelve (12) months.

(c) The Division of Procurement shall publish any changes to the aspirational goals provided herein online, as well as within the Minority Business Enterprise Program Manual, at least sixty (60) days prior to implementation.

Section 8 – If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 9 – Unless earlier revoked or amended, this Resolution shall be in effect

for five (5) years from the date on which it became effective.

Section 10 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

518-24:EPT_4890-8278-1372, v. 1

RESOLUTION NO. 273 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH LAGCO, INC. FOR THE MAIN STREET BAPTIST CHURCH PARKING LOT RENOVATION (JEFFERSON STREET VIADUCT), INCREASING THE CONTRACT PRICE BY THE SUM OF $91,971.00, RAISING THE TOTAL PRICE TO $1,522,477.35.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with Lagco, Inc., for the Main Street Baptist Church Parking Lot Renovation (Jefferson Street Viaduct), increasing the contract price by the sum of $91,971.00, raising the total price to $1,522,477.35.

Section 2 – That an amount, not to exceed the sum of $91,971.00, be and hereby is approved for payment to Lagco, Inc., from account # 3230-313101-91714, pursuant to the terms of the Change Order and the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0545-24:DJB:4869-0116-0637, v. 2

MOTION

I have two motions to make related to the Jefferson Street Viaduct project.

1. I move that Ordinance no. 9 on the docket for first reading be amended to add a Budget Amendment to provide funds for Environmental Quality and Public Works for a change order related to the Jefferson Street Viaduct project in the amount of $96,661. Funds are being reallocated within U.S. Department of Treasury American Rescue Plan Act funds to cover this expense.

2. I move to place on the agenda under first reading of resolutions a resolution authorizing the Mayor to execute change order no. 3 to the agreement with Lagco, Inc. for the Main Street Baptist Church Parking lot renovation (Jefferson Street Viaduct), increasing the contract price by the sum of $91,971.00, raising the total price to $1,522,477.35.

_____
Council Member

Note: Motion to be made at the May 9, 2024 Council meeting

RESOLUTION NO. 274 - 2024

A RESOLUTION ACCEPTING THE BID OF ISLAND ELECTRIC LLC, IN THE AMOUNT OF $133,610.24 FOR THE REPAIR OF FOUNTAIN PUMPS AT THOROUGHBRED PARK, FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ISLAND ELECTRIC LLC, RELATED TO THE BID.

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

Section 1 – That the bid of Island Electric LLC, in the amount of $133,610.24, for the repair of fountain pumps at Thoroughbred Park, for the Division of Parks and Recreation, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and Agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to enter into the attached agreement with Island Electric LLC, related to the bid.

Section 2 – That an amount, not to exceed the sum of $133,610.24, be and hereby is approved for payment to Island Electric LLC, from account #6021-160906-73204, pursuant to the terms of the bid and agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0523-24:TAH: 4874-0935-2124, v. 1

RESOLUTION NO. 275 - 2024

A RESOLUTION ACCEPTING THE BID OF AE ELECTRICAL SOLUTIONS IN THE AMOUNT OF $223,480.82 FOR THE EMERGENCY GENERATOR REPLACEMENT AT THE GOVERNMENT CENTER, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH AE ELECTRICAL SOLUTIONS, RELATED TO THE BID.

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

Section 1 – That the bid of AE Electrical Solutions, in the amount of $223,480.82, for the Emergency Generator Replacement at the Government Center, for the Division of Facilities and Fleet Management, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with AE Electrical Solutions, related to the bid.

Section 2 – That an amount, not to exceed the sum of $223,480.82, be and hereby is approved for payment to AE Electrical Solutions, from account #1101-707201-96462, pursuant to the terms of the bid and agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0529-24:TAH: 4865-9710-7901, v. 1

RESOLUTION NO. 276 - 2024

A RESOLUTION ACCEPTING THE BID OF HAIRE CONSTRUCTION IN THE AMOUNT OF $3,023,680.00 FOR THE PHOENIX PARK REIMAGINED CONSTRUCTION PROJECT, FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH HAIRE CONSTRUCTION, RELATED TO THE BID.

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

Section 1 – That the bid of Haire Construction, in the amount of $3,023,680.00, for the Phoenix Park Reimagined Construction Project, for the Division of Parks and Recreation, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with Haire Construction, related to the bid.

Section 2 – That an amount, not to exceed the sum of $3,023,680.00, be and hereby is approved for payment to Haire Construction, from account #2614-707602-91015 ($1,458,944.00) and account #1105-707602-91015 ($1,564,736.00), pursuant to the terms of the bid and agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0544-24:TAH: 4877-4739-5773, v. 1

RESOLUTION NO. 277 - 2024

A RESOLUTION ACCEPTING THE BID OF L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION, IN THE AMOUNT OF $4,048,683.00 FOR THE SALT DOME AND ASSOCIATED SITE IMPROVEMENTS, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION, RELATED TO THE BID.

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

Section 1 – That the bid of L-M Asphalt Partners Ltd d/b/a ATS Construction, in the amount of $4,048,683.00, for the Salt Dome and Associated Site Improvements, for the Department of Environmental Quality and Public Works, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with L-M Asphalt Partners Ltd d/b/a ATS Construction, related to the bid.

Section 2 – That an amount, not to exceed the sum of $4,048,683.00, be and hereby is approved for payment to L-M Asphalt Partners Ltd d/b/a ATS Construction, from the following accounts in the following amounts: account #1105-303301-90511 ($1,581,929.31), account #1116-303301-90511 ($1,850,065.27), and account #4122-303301-90511 ($616,688.42), pursuant to the terms of the bid and agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0546-24:TAH: 4868-1833-9262, v. 1

RESOLUTION NO. 278 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #1 TO CONTRACT # 29-2023 WITH WOOLRIDGE CONSTRUCTION GROUP FOR ADDITIONAL LABOR AND MACHINERY TO REMOVE THE BARGE AT KELLEY'S LANDING, IN THE INCREASED AMOUNT OF $20,784.35 FOR THE NEW CONTRACT TOTAL OF $165,369.35.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order #1, which is attached hereto and incorporated herein by reference, to Contract # 29-2023 with Woolridge Construction Group for additional labor and machinery to remove the barge at Kelley's Landing, 8949 Old Richmond Road, in the increased amount of $20,784.35 for the new contract total of $165,369.35.

Section 2 – That an amount, not to exceed $20,784.35, be and hereby is approved for payment to Woolridge Construction Group, from account # 1105-707602-90319, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0490-24:CWE:4871-9322-7451, v. 1

RESOLUTION NO. 279 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH INDEPENDENCE PLACE, INC., FOR THE OPERATION OF INTENSIVE HOUSING-FOCUSED CASE MANAGEMENT SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS WITH COMPLEX PHYSICAL AND MENTAL HEALTH NEEDS, AT A COST NOT TO EXCEED $98,065.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Independence Place, Inc., providing for the operation of Intensive Housing-Focused Case Management Services for individuals experiencing homelessness with complex physical and mental health needs, at a cost not to exceed $98,065.00.

Section 2 – That an amount, not to exceed the sum of $98,065.00, be and hereby is approved for payment to Independence Place, Inc., from account #1145-155003-78112, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0495-24:TAH: 4886-7368-2109, v. 1

RESOLUTION NO. 280 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FACILITIES AND FLEET MANAGEMENT TO PURCHASE WATER SOURCE HEATING AND VENTILATION UNITS FROM THE CORKEN STEEL PRODUCTS COMPANY, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH THE CORKEN STEEL PRODUCTS COMPANY, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED $47,251.57.

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

Section 1 – That the Division of Facilities and Fleet Management is authorized to purchase water source heating and ventilation units from The Corken Steel Products Company, a sole source provider, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with The Corken Steel Products Company, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $47,251.57 be and hereby is approved for payment to The Corken Steel Products Company, from the following account #1101-707501-76101.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0524-24:GET: 4858-9883-2572, v. 1

RESOLUTION NO. 281 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY TRANSPORTATION CABINET-OFFICE OF LOCAL PROGRAMS AND TO THE LEXINGTON AREA METROPOLITAN PLANNING ORGANIZATION, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $3,477,920.00 IN FEDERAL FUNDS FROM THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE LANE ALLEN ROAD SIDEWALKS AND THE HARRODSBURG ROAD TRAIL, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $869,480.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a grant application to the Kentucky Transportation Cabinet – Office of Local Programs, and to the Lexington Area Metropolitan Planning Organization, to provide any additional information in requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $3,477,920.00 in federal funds from the Transportation Alternatives Program (TAP) for the Lane Allen Road Sidewalks, and the Harrodsburg Road Trail, the acceptance of which obligates the Urban County Government to the expenditure of $869,480.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024.

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0527-24:ANB:4882-5318-5214, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0463-24

File ID:	0463-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/24/2024
File Name:	Summary: Environmental Quality and Public Works Committee, March 12, 2024			**Final Action:**	04/30/2024
Title:	Approval of March 12, 2024 Committee Summary				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_2024-03-12			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Received and Filed				

Text of Legislative File 0463-24

Title
Approval of March 12, 2024 Committee Summary

Environmental Quality & Public Works Committee

March 12, 2024

Summary and Motions

Chair Sheehan called the meeting to order at 1:00 p.m. Committee Members Vice Mayor Wu, Council Member Fogle, Lynch, LeGris, Monarrez, Gray, Worley, F. Brown, and Sevigny were present.

I. Approval of February 6, 2024 Committee Summary

Motion by Worley to approve the February 6, 2024 Environmental Quality & Public Works Committee Summary. Seconded by LeGris. Motion passed without dissent.

II. Lex Grow Trees Update

Heather Wilson, Urban Forestry Section Manager in Division of Environmental Services (DES), began the Lex Grow Trees Update with a background on Urban Forestry. An *Urban Forest* is composed of all the trees within our urban lands and includes individual trees, trees found along streets, in gardens and parks, along greenways, in nature preserves, and along corridors. *Urban Forestry* is the careful and purposeful management of our Urban Forest. She explained the environmental, health, social, and economic benefits that trees provide to Lexington. She gave a quick recap of the tree canopy assessment to show areas that need to be worked on. In 2022, we reached out to residents to weigh in on how we should use the ARPA funds. $1.5 million was allocated through Budget Stabilization Funds and was used for tree canopy growth and support and this was placed into the Environmental Services' budget. A Tree Canopy Ad Hoc Committee (comprised of councilmembers, council staff, community members, and LFUCG staff) was created to help determine how to spend the funds. They had a strategic planning session to create the guiding principles and there were 5 target areas: communication, education and awareness, community engagement, tree planting, and tree maintenance and support.

There were 3 pilot projects: Trees Lexington, Geomancer Permaculture, and Seedleaf. Now it is time to launch the Lex Grow Trees Grant Program. There will be two rounds of grants in the spring and fall with $500,000 available in each round and up to $100,000 per applicant per round. The first grant application window is March 15 - April 26. The applications are scored via rubric based on project impact, project engagement, tree mobilization, project success, and cost efficiency. She reviewed the organizations that can apply which include non-profits, for profit companies, neighborhood associations, and homeowner associations (HOAs). She added that collaborations and partnerships are strongly encouraged. Included in the packet are the program guidelines which Jennifer Carey, Director of Environmental Services, briefly spoke about. Carey also mentioned the selection process for grant recipients and awarding of funds from this program. DES is asking the committee to review and consider approving the resolution establishing the Lex Grow Trees Grant Program as well as approving the grant program guidelines.

When asked how the scoring process should be marketed to neighborhood associations, Carey explained that outside the equity piece, there are opportunities and needs for planting trees on private property. Wilson added that the map shows districts in highest need, but you can also look at the map in a way that shows areas within districts that are higher in need than other areas in the same district. Speaking about relaying a more positive message to show how we can benefit from adding more trees, Wilson offered to come to neighborhood meetings and there will be education materials on the Lex Grow Trees web site. She mentioned the importance of understanding properties and knowing where it is appropriate to plant

trees because there are a lot of locations where it is not appropriate. Carey pointed out using a mailer is a great way to promote the "Right Tree, Right Place" initiative. When asked if the maps are publicly available, Wilson said they are available on the city's website under *Tree Canopy*. Speaking about the approval timeline and when checks would be cut, Carey said applications would be approved this spring and approved by Council before summer recess so grant recipients have time to order plants and trees for planting this fall. Carey addressed accountability to ensure organizations who have received the money are doing what they are expected to do. She said as they request reimbursement or funds from the grant, they will be required to provide a status update to show what has been completed and what is next to be completed. For final disbursement of funds, they are required to submit a final report that includes pictures, details, and other project information. She pointed out the short deadline was necessary so grant recipients could get everything they need to do fall plantings. There will be another opportunity to apply in the fall for spring planting. She said 6 weeks seemed like a good amount of time to have the grant applications open. She mentioned staff are available to help walk applicants through the process.

There was some discussion about the Lex Grow Trees Grant Program which will have 2 rounds of grants with $500,000 available each round and up to $100,000 per applicant per round. Carey used *Trees Lexington* as an example of an applicant that might use $100,000 to plant trees. When questioned, she confirmed this would be a lead applicant and the applicant would ensure the proposed project(s) gets implemented as described on the application.

Motion by LeGris to Approve a resolution establishing a grant program to be known as the Lex Grow Trees Grant Program and providing for its purpose and objectives; approving and adopting guidelines for the Lex Grow Trees Grant Program; and providing for the authority of the Tree Canopy Ad Hoc Committee over the Lex Grow Trees Grant Program, at a total cost not to exceed $1,000,000.00, so moved. Seconded by Lynch. Motion passed without dissent.

Motion by LeGris to suspend the rules and have the resolution establishing a grant program to be known as the Lex Grow Trees Grant Program reported out at Work Session today, March 12, 2024. Seconded by Lynch. Motion passed without dissent.

III. Status Update: Energy Initiatives

James Bush, Energy Initiatives Section Manager in the Division of Environmental Services (DES), provided the Status Update on Energy Initiatives. He began with a review of utility expenses which amount to $21 million for FY23. He highlighted a few of the FY24 solar projects around Lexington which show energy consumed and estimated energy savings at each of these locations. For FY24, he noted the RFP for fire station #22, the KU solar share program, working with finance to pursue federal rebates, and lighting projects under $10,000. He reviewed the Energy Improvement Fund (EIF) balance as of 2/27/24 and said the General Fund is fully allocated and part of the annual appropriation request. The Urban Services and Sanitary Sewer funding requests have been paused and will proceed on a project basis from year to year. When asked for clarification on the Police East Sector designed to be "solar ready", Bush confirmed it is more cost effective if we want solar at the time it is being built rather than after the fact as a build-on.

IV. Chapters 16 and 17B Ordinance Update Preview

Jennifer Carey, Director of the Division of Environmental Services (DES), provided a preview of Chapter 16 and 17B related to street tree compliance. She reviewed the primary reason for the update which is to provide more consistency in how enforcement referrals are handled when they escalate to the Natural

Resource Protection Section in DES. One change for Chapter 16 related to civil fines is removing the offered 1/3 reduction in fine amount for not appealing. Attempts to collect the additional 1/3 of the assessed civil penalty are time consuming and often unsuccessful (and the site is still out of compliance). In Chapter 17B, changes include cleaning up language throughout and updating definitions. Changes would also align street tree distance requirements with Traffic Engineering and Land Subdivision regulations. Proposed changes would align enforcement of 17B with other Environmental Quality & Public Works divisions and would address gaps in enforcement. She reviewed the next steps which would be to finalize the ordinance updates and present those updates to the Tree Board at their next meeting on April 10. The ordinance updates would also be included in the Urban Forestry and Street Trees Update Presentation scheduled for the April 30, 2024 Environmental Quality & Public Works Committee meeting.

Speaking about the minimum distance requirement of 50 feet and how to address healthy trees that exist within 50 feet, Carey said the best thing to do is to look at this on a case-by-case basis and see what issues there are. Addressing street trees that impact the sidewalk, Carey spoke about the Sidewalk Replacement Grant Program and the Hazardous Street Tree Cost Share Program to assist homeowners when the tree is causing damage to the sidewalk.

V. Items Referred to Committee

No Action was taken on this item.

The meeting adjourned at 2:19 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0475-24

File ID:	0475-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/25/2024
File Name:	Presentation: Lexington & Fayette County Parking Authority Proposed Budget FY 2025			**Final Action:**	05/16/2024

Title: A Resolution approving the FY 2025 Budget of the Lexington and Fayette County Parking Authority (LexPark) pursuant to KRS 67A.921. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	LPA Presentation to Council - Final, 0475-24 Resolution LexPark Budget FY25 4893-4882-1435 v.3.doc, R-251-2024	**Enactment Number:**	R-251-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0475-24

Title

A Resolution approving the FY 2025 Budget of the Lexington and Fayette County Parking Authority (LexPark) pursuant to KRS 67A.921. [Council Office, Hall]





Lexington & Fayette County Parking Authority

Proposed Budget FY 2025

April 30th, 2024

Who we are…

LFCPA is part of the community providing services to enrich livability, safety, convenience and economic prosperity and mobility for all.

2006 - 2008 - Lexington & Fayette County Parking Authority (LPA) is **established**.

2012 - LEX**PARK** assumes ownership of three garages from LFUCG along with the management of a fourth.

2013 - LEX**PARK** makes **total investment of $6M for repairs and upgrades to garages**.

2017 - LEX**PARK** became an Accredited Parking Organization with Distinction (through 2026).

2023 – LEX**PARK** engages in **$12,000,000 Capital Program to repair aging parking structures.**





What we do…in the community

- We help keep our community affordable, safe, accessible, and a top destination for visitors.
- **Food for Fines** enters its 10th year in 2024. Program has erased $56,000 in citation fines and provided over 35,000 pounds of food to the community.
- Wages and salaries paid in our community in the last fiscal year totaled **$1,427,420.57**.
- We are the **highest value in parking** in the community (see attached parking surveys). Lowest price of all garages downtown.
- Provide a **$20 monthly rate for hospitality workers** who need to park to work.

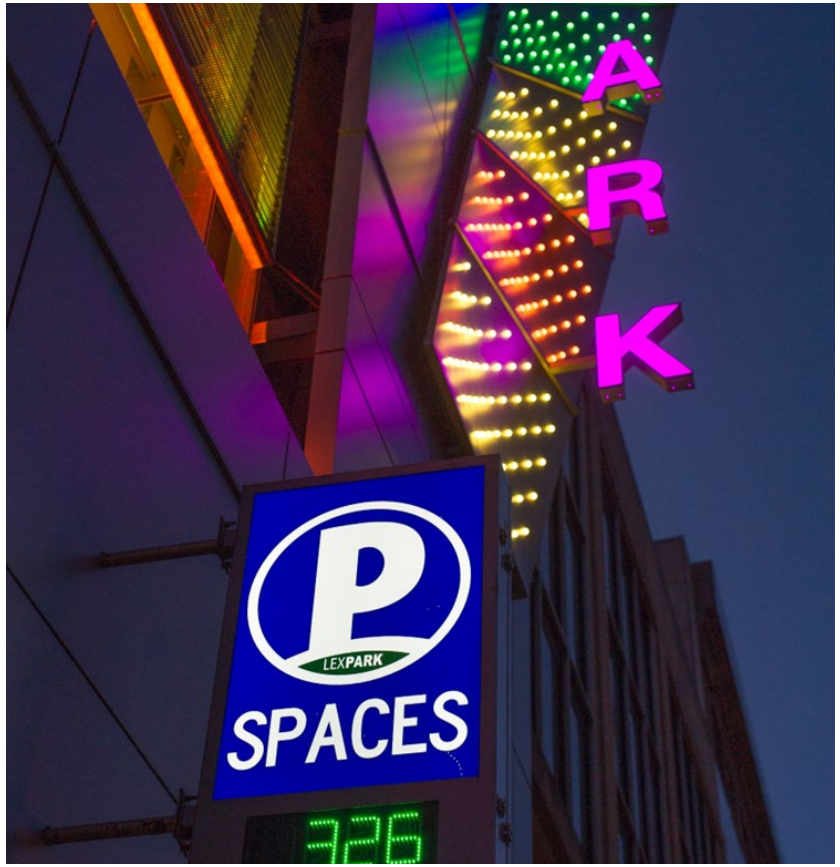
What we do…**on the street**

- Manage **1,206 on street** metered spaces.
- Assure access to fire lanes, ADA spaces, loading docks, valet spaces, driveways, etc.
- Curbs are for Customers! We create turn in on-street spaces for clients to **access retail and hospitality businesses.**
- Process citations for **Code Violations** and Police Department of LFUCG.
- Administer **Residential Parking Program** for LFUCG – 50 separate residential areas across community.



Where we are…**garages**

- 2,200 parking spots under management
  - **Helix Garage** – Placed in service 1966 (*58-years-old*)
  - **Transit Garage** - Placed in service 1990 (*34-years-old*)
  - **Victorian Square Garage** - Placed in service 1984 (*40-years-old*)
  - **Courthouse Garage** – Placed in service 2000 (*24-years-old*)
- **Average age of garages** – 39 years old
- .[1]*Experts say that most parking garages were constructed during a building boom in the 1980s with an approximate 30-year life span. So many garages in our area are well past their prime and potentially developing serious, even deadly, issues if left unaddressed*



[1] Khou.com

Why…does parking matter?

- Adequate parking will **increase the value** of residential, retail, multifamily, and commercial property.
- Parking is directly correlated to economic development, as one open on-street parking space is valued at **$20,000 per year in revenue to local businesses and the local government.**[1]
- As customers find it easy to park their vehicles, they are **more likely to visit and explore a business** establishment.
- Parking lots that prioritize safety and security promote a sense of trust and comfort among customers. Customers will be more relaxed knowing that their safety is a top priority if the business invests in **adequate lighting, surveillance systems, and security personnel.**[2]



[1] https://www.parking-mobility.org/2016/01/19/tpp-2013-12-urban-parking-as-economic-solution/

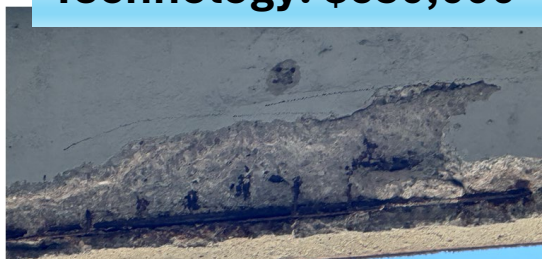
[2] https://theenterpriseworld.com/why-is-parking-lot-important-in-business/

Financial Investments (Current Year)



Technology: $650,000

- Added smart security cameras in all structures except Courthouse.
- FUSUS – integrated into Police Department
- Integrating with Police Department on License Plate Recognition/ T2 platform to assist with the demands of your Residential Parking Permit Program.



Structures $500,000

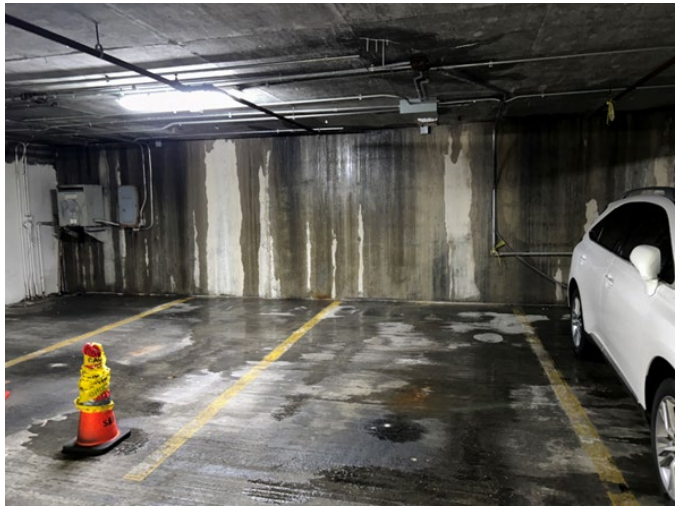
- Fiscal 2024, approximately $500,000 of capital investments in structures to keep them operational.
- Majority in Transit Center.

Financial Investments (Fiscal Year 2025)

- Multi-year plan developed by structural and engineering consultants.
- Roadmap for necessary and significant repairs over and above normal ongoing improvements to structures and on-street equipment.
- **Estimated spend of $13,500,000.**



Current Conditions







Current Conditions

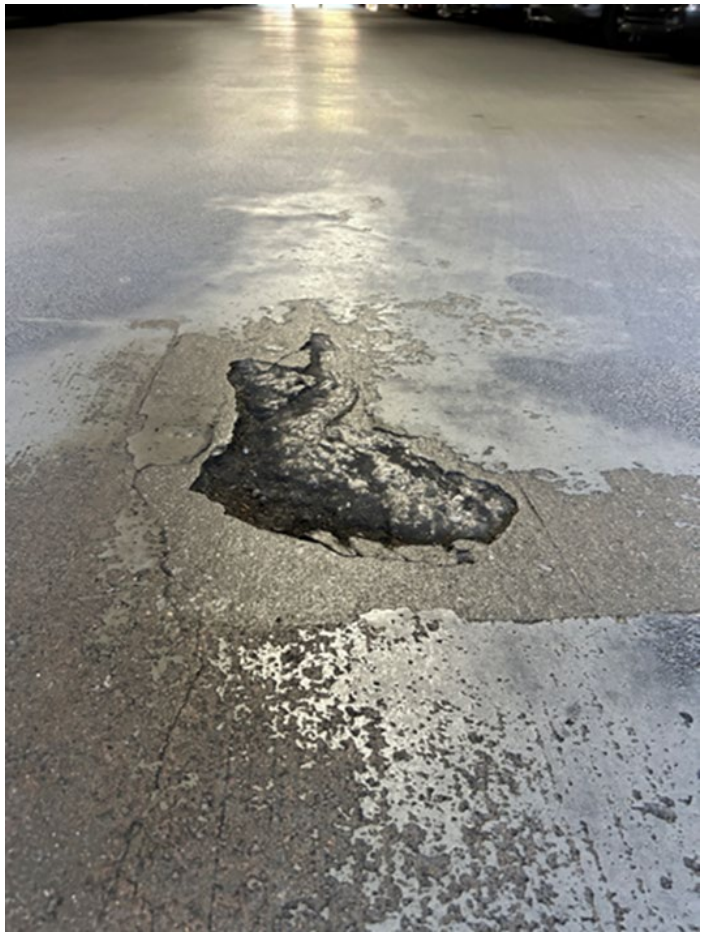




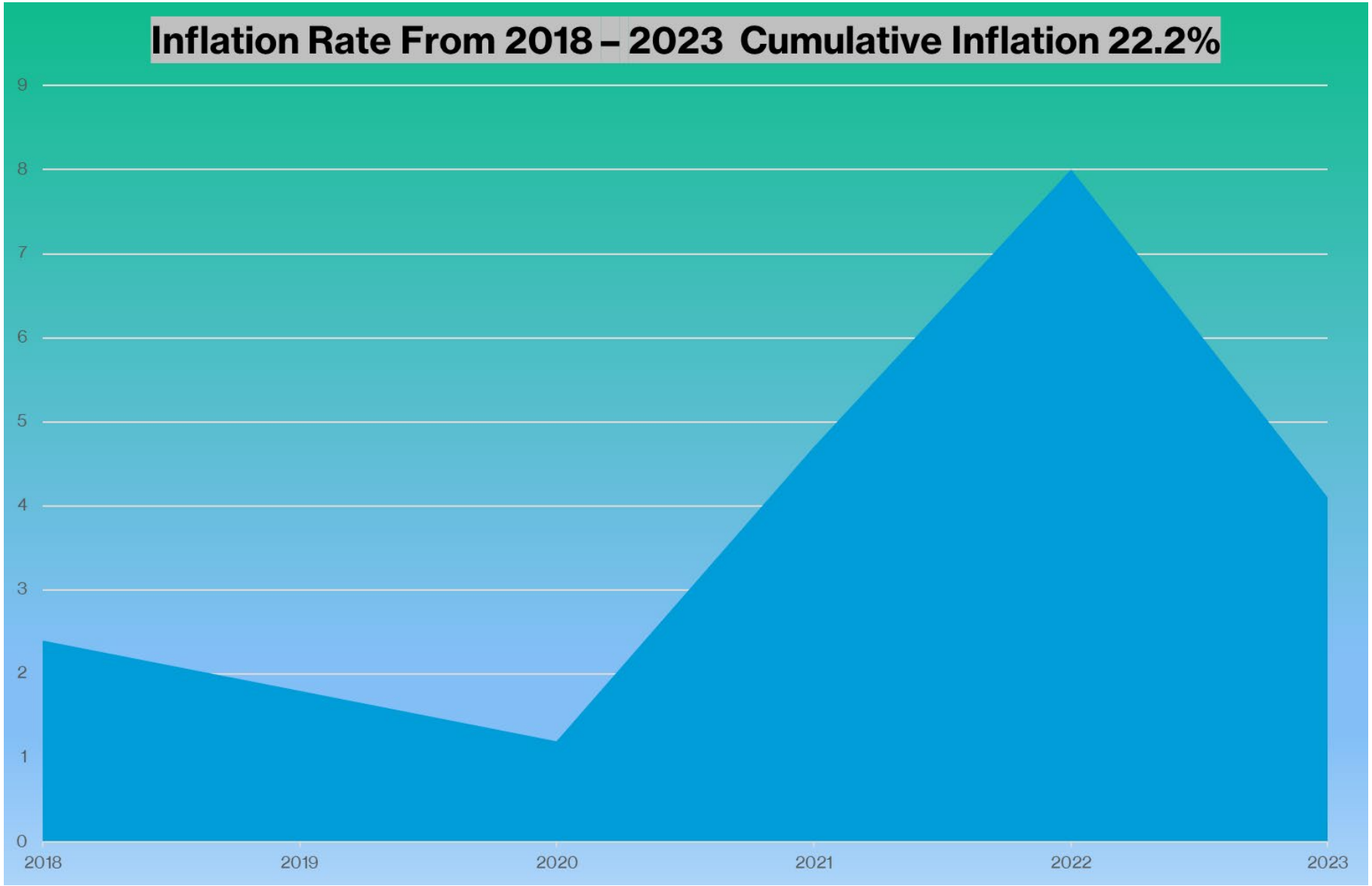


Current Conditions








Inflation Rate From 2018 – 2023 Cumulative Inflation 22.2%
9
8
7
6
5
4
3
2
1
0
2018
2019
2020
2021
2022
2023

		FY 2024 Year End Projection	Fiscal Year 2025 Proposed Budget
	Revenue		2.5% Rev. Increase
	Revenue OnStreet		
1	Parking - Monthly Rental	137,381	139,759
2	Parking - Meter Collections	1,130,148	1,159,676
3	Parking - Fines	834,310	810,300
4	Overage/Shortage/Fees	-	-
5	Total Revenue OnStreet	2,101,839	2,137,454
	Revenue OffStreet		
6	Parking - Monthly Rental	1,649,385	1,733,094
7	Parking - Transient Rental	974,350	975,389
8	Parking - Event	293,108	302,045
9	Parking - Validations	60,200	60,371
10	Parking - Fines	470	580
11	Overage/Shortage/Fees	-	-
12	Total Revenue OffStreet	2,977,513	3,071,479
13	Total Commercial Property Revenue Net	84,999	85,000
14	Total Revenue	5,164,351	5,293,933
	Operating Expenses		
	OnStreet Operating Expenses		
15	PCI Operating Expenses	1,145,165	1,273,903
16	Property & Casualty Excess Insurance	1,800	1,900
17	Bank & Credit Card Fees	115,000	115,000
18	Total OnStreet Operating Expenses	1,261,965	1,390,803
	OffStreet Operating Expenses		
19	PCI Operating Expenses	1,166,315	1,412,959
20	Property & Casualty Excess Insurance	73,000	77,000
21	Bank & Credit Card Fees	45,000	47,000
22	Utilities	132,000	135,000
23	Total OffStreet Operating Expenses	1,416,315	1,671,959
24	Personnel Expenses	350,626	460,770
	Administrative Expenses		
25	Property & Casualty Excess Insurance	27,000	27,800
26	Bank & Credit Card Fees	1,000	1,000
27	Other Professional Services	284,280	365,000
28	Rent/Lease Expenses	-	-
29	Landline Phones	3,200	3,500
30	Business Travel & Training	37,300	28,000
31	Dues Subscriptions & Publications	4,500	4,500
32	Office Supplies	10,800	12,000
33	Office Machines & Equipment	5,250	4,000
34	Office Repairs & Maintenance	1,500	1,500
35	Interest Expense	211	-
36	Operating Contingency	256,000	265,000
37	Total Administrative Expenses	981,667	1,173,070
38	Total Operating Expenses	3,659,947	4,235,832
39	Change in Net Position Before Interest Income	1,504,404	1,058,101
40	Interest Income	160,000	87,500
41	Change in Net Position + Interest	1,664,404	1,145,601
42	Depreciation and Amortization	(805,000)	(805,000)
43	Total Change Net Position Operating Budget	859,404	340,601
44	CAMP Expenditures	652,000	1,200,000
45	CAMP Reserve	500,000	-
46	Demands on Net Position after CAMP and Reserve Demand	(292,596)	(859,399)

Revenue Enhancements – The Ask

All implement September 01 2024 providing a 90 day notification

Citation Increase to $25

- $10 increase (current rate $15)
- No increase since 2008

Expected annual increase: $209,228

Transit and Helix Monthly Rate Increase

- Increase of $5.00 per month (pricing remains at or below market)
- No increase in six years

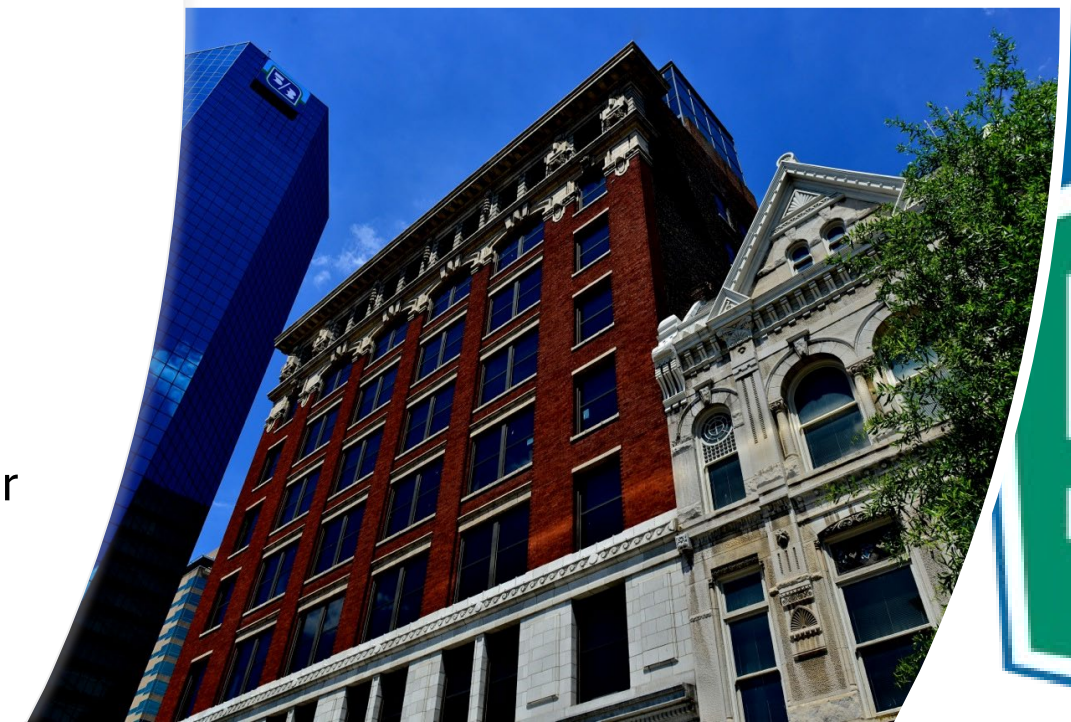
Expected annual increase: $43,749

Total Expected Revenue Increase: $252,977

Budget with Revenue Enhancements

	FY2025 Projected
Change in Net Position Before Depreciation	$1,145,601
Depreciation and Amortization	(805,000)
Net Change in Position	**304,601**
Repair and upgrade expenditures	**(1,200,000)**
Total Change Before Revenue Enhancements	**$ (895,399)**
Recommended Revenue Enhancements	**252,977**
Net Change in Position with Revenue Enhancements	$ (642,422)





On behalf of the Board of Commissioners of Lexington and Fayette County Parking Authority, our entire staff and the community – we appreciate your support. We invite you to join us for an hour or two and walk with one of our Parking Enforcement Officers or tour the garages.

LEXPARK

Lexington & Fayette County Parking Authority

CURRENT PRICING FOR COVERED PARKING IN DOWNTOWN LEXINGTON AND REQUESTED INCREASES FOR VICTORIAN SQUARE AND TRANSIT CENTER

Market Data for Covered Parking Structures as of April 2024

Truist	$105 – 126	
City Center	$110.24 – 137.80	
Hilton/Lex Financial	$84.80 – 110	
Fifth Third	$88.40 – 105	
Chase Tower	$90.10	
	AVERAGE	**$95.64**

Proposed Increase for LEXPARK structures

Victorian Square: Increase from $90 for unreserved and $110 for reserved (plus tax) to $95 for unreserved and $115 for reserved (plus tax)

Transit Center: Increase from $65 to $70 per month (plus tax)

CURRENT CITATION RATES IN COHORT CITIES and LEXPARK

	Current	Escalation	Proposed
LEX**PARK** (56)	$15.00	$15.00 ADDITIONAL/ 14 DAYS	$25.00
Louisville PARC (28)	$30.00		
Cincinnati (64)	$45.00	$10.00 after 14 days Double after 21 days	
Columbus (14)	$30.00		
Durham NC (74)	$30.00		
University of Kentucky	$30.00		
Cohort Average	$33.00		

( ) = **https://ballotpedia.org/Largest_cities_in_the_United_States_by_population**
Size of city by population - ranking

RESOLUTION NO. _____-2025

A RESOLUTION APPROVING THE FY 2025 BUDGET OF THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (LEXPARK) PURSUANT TO KRS 67A.921.

WHEREAS, KRS 67A.921 requires the Lexington and Fayette County Parking Authority (LexPark) to submit its budget to the Lexington-Fayette Urban County Government for review and approval, which may include any proposed fee or rate increase.

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

Section 1 - That the Fiscal Year 2025 Budget for the Lexington and Fayette County Parking Authority (LexPark), including any proposed fee or rate increases, which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 67A.921.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0475-24: 4893-4882-1435, v. 3

RESOLUTION NO. 251 -2024

A RESOLUTION APPROVING THE FY 2025 BUDGET OF THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (LEXPARK) PURSUANT TO KRS 67A.921.

WHEREAS, KRS 67A.921 requires the Lexington and Fayette County Parking Authority (LexPark) to submit its budget to the Lexington-Fayette Urban County Government for review and approval, which may include any proposed fee or rate increase.

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

Section 1 - That the Fiscal Year 2025 Budget for the Lexington and Fayette County Parking Authority (LexPark), including any proposed fee or rate increases, which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 67A.921.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0475-24: 4893-4882-1435, v. 3

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

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:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0378-24

File ID:	0378-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	130-2024	**In Control:**	Urban County Council
				File Created:	04/03/2024
File Name:	Amendment #2 to #R-126-2023 It's Time Campaign to Mahan Multimedia MOA			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of $51,000 to extend Phase 3 of the It's Time Campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]

Notes: In office 5/9/2024. MS
stamped and filed in CCO, copy given back to THeresa Maynard via pick up. 5/16 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	0378-24 Bluesheet Memo - Amendment 2 to R126-2023 RFP 5-2023 It's Time Campaign with Mahan Multimedia, Second Amendment to PSA-Mahan Multimedia RFP 5-2023 R-126-2023, RESO 0378-24 Second Amendment to It's Time Campaign 4878-1563-2568 v.1.docx, R-239-2024, Contract #130-2024 Second Amendment	**Enactment Number:**	R-239-2024
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0378-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of $51,000 to extend Phase 3 of the It's Time Campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a Second Amendment to the Agreement with Mahan Multimedia, LLC, to extend phase 3 of the It's Time campaign, a city-wide domestic violence prevention campaign, increasing the Budget by $51,000, extending the period of performance from June 30, 2024, to December 31, 2024, and to execute any other necessary amendments related to that Agreement. A Budget amendment from Council Capital Funds is in process. (L0378-24) (Theakston/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Gabriel Thatcher, 4/4/24

Risk Management: N/A

Fully Budgeted [select]: BA 12925 in process

Account Number: 1105-606106-6011-71299

This Fiscal Year Impact: $51,000

Annual Impact: N/A

Project: ATLARGE01_2024, ATLARGE02_2024, ATLARGE03_2024

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR JIM GRAY

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: April 18, 2024

SUBJECT: Second Amendment to Resolution #126-2023 for RFP #5-2023 It's Time Campaign

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Request:

Request Council authorization to execute a Second Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget and extend the period of performance through December 31, 2024, and authorizing the Mayor to execute any other necessary amendments related to that Agreement.

Why Are You Requesting?

To extend phase 3 of the It's Time campaign, a city-wide domestic violence prevention campaign launched in November 2022 at the Mayor's request, due to positive response from the community. Will increase content production and message distribution, and the length of the campaign. The term of the agreement is now extended from June 30, 2024 to December 31, 2024 with the option to renew for additional 1 year terms upon written agreement. This Agreement may be terminated by either party with 30 days written notice.

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

$51,000 for FY24. No future costs expected.

Are the funds budgeted?

BA 12925 in process, for 1105-606101-6011-71299.

File Number: 0374-24

Director/Commissioner: Stephanie Theakston / Kacy Allen-Bryant

SECOND AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the "Organization"), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 5-2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed $220,000; and

WHEREAS, on July 10, 2023, the Parties entered into an Amendment to the Purchase of Service Agreement (pursuant to Resolution 352-2023) wherein the initial term of the Agreement was extended by six months, and the not to exceed amount awarded pursuant to the Agreement was increased by $135,000.00 to $355,000.00; and

WHEREAS, the Parties desire to extend the initial term of the Agreement, as previously amended, by an additional six months to now end on December 31, 2024; and

WHEREAS, the Parties also desire to amend the Agreement, as previously amended, to increase the not to exceed amount by $51,000.00 to a total of $406,000.00; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement, as previously amended, as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement, as previously amended, to extend the period of performance an additional six months as follows:

   "This Agreement shall commence on the Effective Date and continue through December 31, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for an additional period of one year."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement, as previously amended, to increase the not to exceed payment amount by $51,000.00 as follows:

"LFUCG shall pay Organization a total amount not to exceed **Four Hundred Six Thousand Dollars ($406,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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."

4. Effect. All other provisions of the Agreement, as previously amended, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

_____
By: Mark Mahan, Member

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT "1"

Copy of Purchase of Service Agreement

(authorized pursuant to R-126-2023)

4891-7384-6708, v. 1

RESOLUTION NO. 126 - 2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA LLC, FOR A CITY-WIDE DOMESTIC VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED $220,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia LLC, for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed $220,000.00.

Section 2 – That an amount, not to exceed the sum of $220,000.00, be and hereby is approved for payment to Mahan Multimedia LLC from account # 1101-606101-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 9, 2023

David Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0288-23:EAB:X:\Cases\SOCIAL\23-LE0001\LEG\00776666.DOCX

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the ___th day of August, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **Mahan Multimedia** with offices located at 3335 Shannon Run Road, Versailles, Kentucky 40383, (hereinafter "Organization").

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   A. Exhibit A – RFP #5 -2023

   B. Exhibit B – Organization's Response to RFP #5 -2023

2. Government hereby retains Organization for the period beginning on **May 1, 2023**, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

3. Government shall pay Organization the sum of **Two Hundred and Twenty-thousand ($220,000)** for the services required by this Agreement, said services being more particularly described in Exhibits A and B, which shall be payable in monthly shortly upon receipt of an **invoice**.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and Band for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and

6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this 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 Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to

investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibits A and B attached hereto.

9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any

other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

12. Organization shall adopt 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 submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, and additional documents attached hereto, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.

B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in “riskless” investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of

at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

15. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

_____

_____

_____

Attn: _____

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Kacy Allen-Bryant, Commissioner

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

AGENCY.

BY:_____

Title:_____

ATTEST:

_____
Clerk of the Urban
County Council

AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2023, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the "Organization"), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed $220,000; and

WHEREAS, the Parties desire to extend the initial term of the Agreement by six months to allow for increased content production and message distribution due to positive response from the Lexington-Fayette County community; and

WHEREAS, the Parties also desire to amend the Agreement to increase the not to exceed amount by $135,000.00 in order for LFUCG to properly compensate the Organization for its services to be completed during the extended term of the Agreement; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement to extend the period of performance from 12 months to 18 months as follows:

   "This Agreement shall commence on the Effective Date and continue through June 30, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of 12 months each."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to increase the not to exceed payment amount by $135,000.00 as follows:

   "LFUCG shall pay Organization a total amount not to exceed **Three Hundred Fifty-Five Thousand Dollars ($355,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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."

4. Effect. All other provisions of the Agreement, which is attached hereto as Exhibit "1" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

_____
By: Mark Mahan, Member

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT "1"

Copy of Purchase of Service Agreement

(authorized pursuant to R-126-2023)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF $51,000.00 TO EXTEND PHASE 3 OF THE IT'S TIME CAMPAIGN, AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget to extend Phase 3 of the *It's Time* campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed $51,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account # 1105-606106-71299, pursuant to the terms of the Second Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0378-24:GET:4878-1563-2568, v. 1

RESOLUTION NO. 239 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF $51,000.00 TO EXTEND PHASE 3 OF THE IT'S TIME CAMPAIGN, AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget to extend Phase 3 of the *It's Time* campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed $51,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account # 1105-606106-71299, pursuant to the terms of the Second Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 23, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0378-24:GET:4878-1563-2568, v. 1

SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of May 16, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the "Organization"), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 5-2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed $220,000; and

WHEREAS, on July 10, 2023, the Parties entered into an Amendment to the Purchase of Service Agreement (pursuant to Resolution 352-2023) wherein the initial term of the Agreement was extended by six months, and the not to exceed amount awarded pursuant to the Agreement was increased by $135,000.00 to $355,000.00; and

WHEREAS, the Parties desire to extend the initial term of the Agreement, as previously amended, by an additional six months to now end on December 31, 2024; and

WHEREAS, the Parties also desire to amend the Agreement, as previously amended, to increase the not to exceed amount by $51,000.00 to a total of $406,000.00; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement, as previously amended, as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement, as previously amended, to extend the period of performance an additional six months as follows:

   "This Agreement shall commence on the Effective Date and continue through December 31, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for an additional period of one year."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement, as previously amended, to increase the not to exceed payment amount by $51,000.00 as follows:

"LFUCG shall pay Organization a total amount not to exceed **Four Hundred Six Thousand Dollars ($406,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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."

4. Effect. All other provisions of the Agreement, as previously amended, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

Linda Gorton
By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

By: Mark Mahan, Member

ATTEST:

[sign name]

WITNESS: Lillie Ruschell [print name]

DATE: 4/4/24

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0407-24

File ID:	0407-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	320-2023	**In Control:**	Urban County Council
				File Created:	04/11/2024
File Name:	Winter Motel Shelters for Families 2nd Amendment			**Final Action:**	05/09/2024

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional $41,500 ($130,000 total) of Federal funds (ARPA) to the CAC, in order to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and extending the performance period to May 31, 2024, and authorizing the Mayor to execute any other needed agreements or amendments with the CAC Related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Notes: stamped and filed in CCO copy given back to Jeff Herrin via interoffice. 5/17 AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24-Blue Sheet OHPI Winter Family Motel Shelter Second Amendment, Second Amendment to Subrecipient Agreement 4853-6185-7206 v.1 4869-9483-3336 v.1, R 623-2023, Executed Agreement - FY24 EFH Winter Motel Shelter, R 086-2024, First Amendment - Executed, RESO 407-24 -- Second Amendment to Agreement with CAC for Temp Hotel Shelter 4863-3099-1035 v.1.docx, R-231-2024, Contract #320-2023	**Enactment Number:**	R-231-2024
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass

1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/09/2024	
1	Urban County Council	05/09/2024	Suspended Rules for Second Reading			Pass
1	Urban County Council	05/09/2024	Approved			Pass

Text of Legislative File 0407-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Second Amendment to the Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), the final form of which shall be subject to the approval of the Dept. of Law, allocating an additional $41,500 ($130,000 total) of Federal funds (ARPA) to the CAC, in order to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and extending the performance period to May 31, 2024, and authorizing the Mayor to execute any other needed agreements or amendments with the CAC Related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute an Amendment to an Agreement with Community Action Council to provide additional funding in the amount of $41,500 for the operation of limited capacity Temporary Winter Motel Shelter Services for Families for an increased total amount of $130,000 and to extend the period of performance through May 31, 2024, to allow for processing of final expenses. (L0407-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 4/22/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-155003-0001-78112

This Fiscal Year Impact: $41,500.00

Annual Impact: $0

Project: AR_OHPI_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $120,988.00

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: **April 22, 2024**

SUBJECT: **Amendment to Agreement with Community Action Council**

Request: Council authorization to execute amendment to an agreement with Community Action Council to provide additional funding for operation of Temporary Winter Motel Shelter Services. This program provides temporary emergency shelter during the winter season for families with minor children.

Purpose of Request: On November 16, 2023 (Resolution 623-2023), Council authorized execution of an agreement in the amount of $48,500 with Community Action Council for operation of Temporary Winter Motel Shelter Services. This funding allows Community Action Council to maintain a limited number of motel rooms as emergency shelter to assist families with minor children presenting within the homeless response system and lacking other shelter options. Under this program, Community Action Council provides short-term hotel stays, assists with basic needs, and provides case management to move households to permanent housing. This program operates between November 1, 2023, and April 1, 2024.

On March 7, 2024 (Resolution 086-2024), Council authorized execution of an Amendment to increase funding by an additional $40,000.

Based upon the level of community need, the Homelessness Prevention and Intervention Board approved commitment of an additional $41,500 in funding for this program. The Office of Homelessness Prevention and Intervention seeks authorization to amend the agreement with Community Action Council to increase total funding to an amount not to exceed $130,000. This amendment would also extend the period of performance through May 31, 2024, to allow for processing of all expenses.

What is the Cost in this budget year and future budget years? Cost in FY24 is $41,500.
The cost for future FY25 is: $0

Are the funds budgeted? Yes
Account number: 3230-155003-0001-78112 (AR_OHPI_2024)

File Number: 0407-24

Director/Commissioner: Herron/Lanter

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on _____ day of _____, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 ("ARPA");

WHEREAS, GOVERNMENT thereafter allocated an additional $40,000.00 to the SUBPRECIPIENT using federal funds so SUBRECIPIENT could continue the program described in the Agreement, bringing the total allocation to $88,500.00;

WHEREAS, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement and also desire to extend the period of performance for the Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants set forth herein, the parties hereto agree as follows:

A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Payment" shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed **$130,000.00**.

B. Section I.G of the Agreement, titled: "STATEMENT OF WORK – Schedule – Time of Performance" shall be amended to provide that the Agreement shall last until **May 31, 2024.**

C. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

SIGNATURE PAGE TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS AND NICHOLAS COUNTIES, INC.

BY_____
Sharon Price, Executive Director

DRAFT

4869-9483-3336, v. 1

RESOLUTION NO. 623 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SUBRECIPIENT AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), ALLOCATING $48,500.00 OF FUNDS AWARDED PURSUANT TO THE AMERICAN RESCUE PLAN ACT (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement, attached hereto and incorporated herein by reference, with Community Action Council for Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $48,500.00 of funds awarded pursuant to the American Rescue Plan Act of 2021 to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $48,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Agreement.

Section 4 -- That this Resolution shall become effective as of November 1, 2023.

PASSED URBAN COUNTY COUNCIL: November 16, 2023

MAYOR Linda Gorton

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1150-23:BGS:X:\CASES\COMDEV\23-LE0001\LEG\00799871.DOCX

AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT, is made and entered into on 28th day of November 2023, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, the GOVERNMENT been awarded federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 (referred to herein as "ARPA") to provide for payment of eligible expenses;

WHEREAS, ARPA provides that payments for services to aid communities disproportionately impacted by the COVID-19 pandemic, including the homeless or those who are at-risk of homelessness, is an eligible use;

WHEREAS, the SUBRECIPIENT has agreed to secure three (3) hotel/motel rooms per night for the term of this Agreement in order to provide non-congregate emergency shelter and wraparound supportive services for homeless families caring for minor children in Fayette County;

WHEREAS, the GOVERNMENT now desires to use funds received pursuant to ARPA for the payment of these non-congregate shelter and wraparound services provided by the SUBRECIPIENT;

WHEREAS, the parties mutually understand and agree that the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement ("Agreement") with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT shall provide temporary, non-congregate emergency shelter services at hotels and/or motels procured by the Organization, and wraparound supportive services, to families caring for minor children while also experiencing homelessness in Fayette County, as described in Exhibit 1 (Scope of Work). The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Documents.

The following additional documents are included with this Agreement, and the terms and conditions stated therein and incorporated by reference, as if fully stated herein:

Exhibit 1: Scope of Work
Exhibit 2: Approved Budget

D. Budget and Use of Funds

Grant funds shall be used exclusively for the services described in Exhibit 1 in accordance with the budgeted amounts provided in Exhibit 2.

The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

E. Matching Funds

No matching funds are required for funding awarded under ARPA.

F. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $48,500.00. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expenses specified in Exhibit 1 and consistent with the budgeted amounts stated in Exhibit 2. SUBRECIPIENT's invoice must include copies of all invoices and receipts, employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses, as applicable.

SUBRECIPIENT understands that all Funds the GOVERNMENT receives under ARPA must be obligated on or before December 21, 2024. The SUBRECIPIENT agrees that is shall spend the entire amount of Funds provided under this Agreement during the Time of

Performance specified in Section I.G of this Agreement. If it becomes apparent to SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within 30 days of the termination of this Agreement.

SUBRECIPIENT agrees that GOVERNMENT has the right, at any time(s) during the Time of Performance specified herein, to request a review of any of the SUBRECIPIENT'S documentation, which may include but is not limited to invoices, expenditures, accounts receivables, and/or deliverables that use, mention, or otherwise obligate the Funds, to determine, solely within the GOVERNMENT'S discretion, whether the SUBRECIPIENT will likely be able to use the entire amount of the Funds on or before the termination date of this Agreement. If after this review, the GOVERNMENT determines, solely within its discretion, that the SUBRECIPIENT appears unlikely to be able to use the entire amount of the Funds within the Time of Performance specified herein, then the GOVERNMENT shall have the right to terminate this Agreement by providing thirty (30) days prior written notice. If the GOVERNMENT terminates the Agreement pursuant to this paragraph, then any Funds disbursed to SUBRECIPIENT but not yet expensed shall be immediately returned to GOVERNMENT, and all close-out procedures provided in this Agreement shall be followed on or before the thirtieth day after the day of notice.

G. Schedule – Time of Performance

The term of this Agreement shall be retroactive to November 1, 2023, and last until April 30, 2024.

H. Conflict.

To the extent this Agreement conflicts with the terms and conditions in any Exhibit, the terms of this Agreement will control, followed by the terms of Exhibit 1, then Exhibit 2.

I. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly. Failure to submit an invoice in two or more consecutive months may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of

information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

The SUBRECIPIENT shall maintain all records documenting its compliance with ARPA, its accompanying regulations, and any and all interpretive guidance issued by the U.S Treasury. SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). SUBRECIPIENT further agrees to maintain the following records:

i. Any and all records specified in this Agreement, any Exhibits to this Agreement, any Amendments to this agreement, and any Addenda to this Agreement;
ii. Any and all timesheets and payroll records for all employees who are paid with Funds provided pursuant to this Agreement;
iii. All documents indicating the cost to the SUBRECIPIENT for payment of employees' fringe benefits, if those benefits were paid with Funds provided pursuant to this Agreement;
iv. Any and all documents generated during the procurement process;
v. Any and all receipts for all purchases made using Funds provided pursuant to this agreement;
vi. Any and all documents specifically requested by GOVERNMENT.

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by ARPA and Section 501, to the extent applicable. The SUBRECIPIENT must develop and implement written procedures to ensure:

i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person identified in Section VIII of this Agreement, and

iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Retention

The SUBRECIPIENT shall retain all records identified herein and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Reports are due by the 15th of the month.

Reports shall be generated from the Kentucky Homelessness Management Information Systems via the CoC APR, which provides information on the activities accomplished. Specifically, this report provides information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

F. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

G. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's federal awards expended during the

respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement.

H. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, the U.S. Department of Treasury or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

IV. SUSPENSION AND TERMINATION

A. Right of Termination

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day.

B. Recapture of Funds; Breach of Agreement

In the event of any of the following events ("Breach"), GOVERNMENT may suspend SUBRECIPIENT'S authority to draw Funds by giving thirty (30) days' written notice:

(a) SUBRECIPIENT does not diligently pursue the activities detailed in Exhibit 1;
(b) SUBRECIPIENT violates any of the terms of this Agreement or any federal law governing the use of the Funds;
(c) Any representation or warranty made herein, or in any certificate, report, or statement furnished to GOVERNMENT in connection with the Funds proves to have been untrue or misleading in any material respect when made;

After providing the aforementioned written notice of the Breach, GOVERNMENT has the right, in its sole discretion, to terminate the Agreement by providing written notice in accordance with this Agreement, which shall thereby terminate any obligation to disburse any remaining Funds allocated under this Agreement, and/or require repayment of Funds already disbursed. SUBRECIPIENT expressly agrees that GOVERNMENT may exercise any available remedies at law, in equity, or in bankruptcy, if the SUBRECIPIENT commits any Breach specified above.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with its own policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. GOVERNMENT has had the opportunity to review and approve such policies.

2. Debarment Certification

The SUBRECIPIENT acknowledges that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR 570.489(l). Funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, and all other applicable federal statutes, regulations, and executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing

language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964

and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

The requirements in 24 CPR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a).

The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibit 1 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

The SUBRECIPIENT agrees to comply with all requirements stated in 37 CFR Part 401, to the extent applicable.

J. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

R. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any

of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:

- A member of Congress or a representative of a committee of Congress;
- An inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; and/or
- A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

S. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

T. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.

C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.

D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.

F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0292/SLFRP3418 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."

G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

H. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by SUBRECIPIENT's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

L. SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the GOVERNMENT in order to protect the GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the SUBRECIPIENT. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate (or $2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). The GOVERNMENT shall be named as an additional insured in the General Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

After insurance has been approved by the GOVERNMENT, evidence of renewal of an expiring policy must be submitted to the GOVERNMENT, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT's Division of Risk Management, upon review of evidence of SUBRECIPIENT's financial capacity to respond to claims. Any such programs or retentions must provide SUBRECIPIENT with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBRECIPIENT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBRECIPIENT agrees to provide the GOVERNMENT's Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.
b. Any records of any self-insured trust fund plan or policy and related accounting statements.
c. Actuarial funding reports or retained losses.
d. Risk Management Manual or a description of the self-insurance and risk management program.
e. A claim loss run summary for the previous five (5) years.
f. Self-Insured Associations will be considered.

SUBRECIPIENT agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

SUBRECIPIENT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the GOVERNMENT.

M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.

N. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

O. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit to this Agreement, which are attached hereto and incorporated herein by reference.

P. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.

Q. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the HMIS program software.

R. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.

S. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

T. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GO1VERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

U. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

V. If the SUBRECIPIENT breaches any term of this Agreement or any document attached hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is

mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

Jeff Herron
Office of Homelessness Prevention and Intervention
200 E. Main Street, Lexington, KY 40507
jherron@lexingtonky.gov
GOVERNMENT

Sharon Price
Executive Director
Community Action Council for
Lexington-Fayette, Bourbon, Harris and Nicholas Counties, Inc.
710 W. High Street
Lexington, Ky. 40576
Sharon.Price@commaction.org
SUBRECIPIENT

X. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

Y. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Z. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Deputy Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON, HARRIS AND
NICHOLAS COUNTIES, INC.

BY_____
Sharon Price, Executive Director

RESOLUTION NO. 086 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL $40,000.00 OF FEDERAL FUNDS (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional $40,000.00 of federal funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $88,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 – That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0201-24 BS HSGADVCOMDEV 4864-3504-5801, v. 2

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on 14th day of March, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as "ARPA");

WHEREAS, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Payment" shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed **$88,500.00**.

B. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

MacKenzie Jack

Deputy Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS AND NICHOLAS COUNTIES, INC.

BY_____
Sharon Price, Executive Director

4857-5676-5861, v. 1

Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: March 4, 2024

TO: Daniel Murphy, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
John Catron (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: March 5-13, 2024

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on March 5-13, 2024.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.

Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

RESOLUTION NO. 086 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL $40,000.00 OF FEDERAL FUNDS (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional $40,000.00 of federal funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $88,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 – That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0201-24 BS HSGADVCOMDEV 4864-3504-5801, v. 2

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on 14th day of March, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as "ARPA");

WHEREAS, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Payment" shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed **$88,500.00**.

B. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

MacKenzie Jack

Deputy Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS AND NICHOLAS COUNTIES, INC.

BY_____
Sharon Price, Executive Director

4857-5676-5861, v. 1

Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: March 4, 2024

TO: Daniel Murphy, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
John Catron (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: March 5-13, 2024

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on March 5-13, 2024.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.

Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL $41,500.00 ($130,000 TOTAL) OF FEDERAL FUNDS (ARPA) TO THE CAC, IN ORDER TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND EXTENDING THE PERFORMANCE PERIOD TO MAY 31, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional $41,500.00 of federal funds (ARPA) to the CAC, in order to provide temporary emergency shelter and supportive services for homeless families caring for minor children, and extending the Agreement's performance period to May 31, 2024.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $130,000.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 -- That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0407-24 BS:4863-3099-1035, v. 1

RESOLUTION NO. 231 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL $41,500.00 ($130,000 TOTAL) OF FEDERAL FUNDS (ARPA) TO THE CAC, IN ORDER TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND EXTENDING THE PERFORMANCE PERIOD TO MAY 31, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional $41,500.00 of federal funds (ARPA) to the CAC, in order to provide temporary emergency shelter and supportive services for homeless families caring for minor children, and extending the Agreement's performance period to May 31, 2024.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $130,000.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 -- That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0407-24 BS:4863-3099-1035, v. 1

R-623-2023
Original R-231-2024
Contract #320-2023

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on 17th day of May, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated November 28, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $48,500.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 ("ARPA");

WHEREAS, GOVERNMENT thereafter allocated an additional $40,000.00 to the SUBPRECIPIENT using federal funds so SUBRECIPIENT could continue the program described in the Agreement, bringing the total allocation to $88,500.00;

WHEREAS, the parties now mutually desire to increase the amount of federal funds awarded to SUBRECIPIENT for the provision of services specified in the Agreement and also desire to extend the period of performance for the Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants set forth herein, the parties hereto agree as follows:

A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Payment" shall be amended to provide that the amount paid to SUBRECIPIENT shall not exceed **$130,000.00**.

B. Section I.G of the Agreement, titled: "STATEMENT OF WORK – Schedule – Time of Performance" shall be amended to provide that the Agreement shall last until **May 31, 2024.**

C. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 28, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS AND NICHOLAS COUNTIES, INC.

BY

Sharon Price, Executive Director

4869-9483-3336, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0430-24

File ID:	0430-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	129-2024	**In Control:**	Urban County Council
				File Created:	04/16/2024
File Name:	Steelcase (Quote)			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a quote with Steelcase, for office furniture, at a cost not to exceed $10,479.58. [Div. of Police, Weathers]

Notes: In office 4/18/2024. MS
Stamped and filed in CCO- returned to Renita via interoffice. 5/16 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Cover Memo - Steelcase, Steelcase_Quote_133554, State Master Agreement - Steelcase, 430-24 steelcase 4873-1835-8201 v.1.doc, R-240-2024, Contract #129-2024 -Quote	**Enactment Number:**	R-240-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0430-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a quote with Steelcase, for office furniture, at a cost not to exceed $10,479.58. [Div. of Police, Weathers]

Summary

Authorization to accept a quotation from Steelcase to purchase four (4) new work stations for the Lexington Police Department, Bureau of Investigation at a cost of $10,479.58 under State Master Agreement No. 2300000859 and to accept the standard terms and conditions.

Funds are Budgeted. (L0430-24) (Weathers/Armstrong)

Budgetary Implications: YES
Advance Document Review:

Law: Yes, Michael Sanner, March 14, 2024

Risk Management: No

Fully Budgeted: Yes
Account Number:
1101-505506-5561-75801 - $6,979.58
1132-505501-5511-96401 - $3,500.00
Year Impact: $10,479.58
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance: 1101-505506-5561-75801 - $6,979.58 encumbered
1132-505501-5511-96401 - $3,500.00 encumbered

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 16, 2024

SUBJECT: Steelcase Quotation and Standard Terms & Conditions

Request
Authorization to accept the attached Quotation and Standard Terms & Conditions with Steelcase. Steelcase State Master Agreement Number: MA 758 2300000859 is attached.

Why are you requesting?
This quotation is to purchase work stations for the Bureau of Investigation. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached quotation and accept the Standard Terms & Conditions. Upon signing, please forward a copy to the Chief's Office.

What is the cost in this budget year and future budget years? $10,479.58

Are the funds budgeted? Yes
1101-505506-5561-75801 - $6,979.58
1132-505501-5511-96401 - $3,500.00

File Number: 0430-24

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Quotation 133554

Quote Date 02/05/24
Project 11444
Customer LEX004
Terms NET 30 DAYS
Account Representative Jena Mason-Spanyer

Quote To

Accounts Payable
Lex-Fayette Urban Co Govt
Accounting/Swittow Bldg. 2nd F
200 East Main St
Lexington KY 40507-1310

Ship To

Lex-Fayette Urban Co Govt
Accounting/Swittow Bldg. 2nd F
200 East Main St
Lexington KY 40507-1310

Phone +1 (859) 258-3312
cnoonan@lexingtonky.gov

Tax CT-34-100

Thank you for this opportunity.

As you review your quotation, please be advised that there are currently global supply chain issues which have impacted every industry, including the commercial interiors industry.
Some of these global supply chain issues include labor availability challenges and commodity shortages, such as lumber, steel, resins, microchips, foam and adhesives.

This could extend the lead times or delivery of your order.

ORI will invoice at the time of delivery, according to our Terms and Conditions. A deposit is required upon order placement due to the deposit requests from our manufacturers.
Delays in shipment will not extend invoicing and expectation of payment for those items successfully delivered (we may need to send partial invoices).

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

As always, you can contact your ORI representative with questions and guidance as you proceed.

	Description	Quantity	Unit Price	Extended Price
1	**WEC227248** - Worksurface-Extended corner, Curved, Left hand, 24DL x 24DR x 72WL x 48WR **EDGE:** 6053 SEAGULL **TOP-SURF:** 2862 STUCCO FIBER **WKSF OPT:** *OPT:WORKSURFACE OPTION **SCALLOP:** STD:SCALLOPS STEELCASE **Tag For** 24/72/48/24	2	458.64	917.28
2	**WEC224872** - Worksurface-Extended corner, Curved, Right hand, 24DL x 24DR x 48WL x 72WR **EDGE:** 6053 SEAGULL	1	458.64	458.64

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

	Description	Quantity	Unit Price	Extended Price
2	**TOP-SURF:** 2862 STUCCO FIBER **WKSF OPT:** *OPT:WORKSURFACE OPTION **SCALLOP:** STD:SCALLOPS STEELCASE **Tag For** 24/48/72/24			
3	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size Option:** Modular **Depth:** 24.00000 **Width:** 48.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Power Access:** No Power Access **Scallop:** No Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 24/48	1	147.60	147.60
4	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size Option:** Modular **Depth:** 24.00000 **Width:** 84.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Power Access:** No Power Access **Scallop:** With Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 24/84	1	312.48	312.48
5	**UFB** - Bracket-Flush mount STEELCASE **Tag For** FMB	3	14.40	43.20
6	**UE24** - End support, 24D **BASIC:** 4798 STERLING METALLIC	1	263.88	263.88

	Description	Quantity	Unit Price	Extended Price
6	STEELCASE **Tag For** ES/24			
7	**UPL** - Post leg, Glides, 28 1/2H **LEGS:** 4798 STERLING METALLIC STEELCASE **Tag For** PL	1	78.84	78.84
8	**UPL4** - Post leg, Package quantity 4, Glides, 28 1/2H **LEGS:** 4798 STERLING METALLIC STEELCASE **Tag For** PL	2	315.36	630.72
9	**TS7WKSPT54** - Reinforcing channel, 54W STEELCASE **Tag For** RC/54	2	27.36	54.72
10	**TS7WKSPT66** - Reinforcing channel, 66W STEELCASE **Tag For** RC/66	1	27.36	27.36
11	**TS7WKSPT72** - Reinforcing channel, 72W STEELCASE **Tag For** RC/72	1	27.36	27.36
12	**RPF2427BF** - Pedestal-Fixed, 2 file, Flush steel front, 22 5/8D x 15W x 27H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **PULLS:** *OPT:PULL OPTIONS **INT PULL:** STD:INTEGRAL J, PULL **LOCK OPT:** *OPT:LOCK OPTIONS **SINGLELK:** STD:SINGLE LOCK STEELCASE **Tag For** FF/15	2	369.72	739.44
13	**RSC24362AF** - Cabinet-Storage, 1 adjustable shelf, Flush steel front, 24D x 36W x 28H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **NO TOP:** NO TOP	1	717.84	717.84

	Description	Quantity	Unit Price	Extended Price
13	STEELCASE **Tag For** SC/28			
14	**RSC24363CF** - Cabinet-Storage, 2 adjustable shelves, Flush steel front, 24D x 36W x 40H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **STL TOP:** STD:1" STEEL TOP STEELCASE **Tag For** SC/40	3	874.80	2,624.40
15	**RAFSL** - Universal, File, Surround, Laminate **Depth:** 23.18750 **Width:** 144.25000 **Height:** 40.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Profile A:** 1MM Plastic Edge **Profile B:** 1MM Plastic Edge **Profile C:** 1MM Plastic Edge **Profile D:** 1MM Plastic Edge **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Sectioned Top:** 2 Sectioned Top **Grain Direction-Top:** No Grain Direction **End Panel:** End Panel - Left and Right **Back Panel:** Proud **End Panel Finish:** Fiber HPL 2862 - STUCCO FIBER **Back Panel Finish:** Fiber HPL 2862 - STUCCO FIBER **End Panel Grain Direction:** No Grain Direction STEELCASE **Tag For** FS/24.625(23.1875)/146.848(144.25)	1	1,325.82	1,325.82
16	**LOCK9201FR** - Lock Cylinder-FR Series, Polished Chrome **LOCK:** 9201 POLISHED CHROME **KEYS:** SK SPEC 1-FR305 1-FR306 1-FR307 3-FR308 STEELCASE	6	N/C	N/C

	Description	Quantity	Unit Price	Extended Price
17	**DESIGN** - Technical Specification + Design STEELCASE **Tag For** _Technical Specification + Design ORI	3	75.00	225.00
18	**INSTALL** - INSTALLATION STEELCASE	29	65.00	1,885.00

Quotation Totals

Sub Total	10,479.58
Tax Exempt - Kentucky	0.00
Grand Total	**10,479.58**

End of Quotation

ORI, Inc. Standard Terms and Conditions of Sale

PAYMENT TERMS – Subject to Credit Department approval of the customer's credit application, terms of payment of all ORI, Inc. invoices are due, net 30 days from the date of delivery or installation. A service charge of 1.5% per month will be assessed on past due invoices. Should delivery of furniture to client not be possible, through no fault of ORI, Inc., when furniture is received from Manufacturer (s) at ORI, Inc.'s distribution center, client will be invoiced for the full amount at time of attempted delivery. Payment of 95% of the full invoice will be deemed acceptable until delivery or installation is completed.

Storage and handling charges for said merchandise will be waived for the first 30 days. After 30 days product stored by ORI, Inc. will be billed at a rate of 2% of the Selling Price per month for each full or partial month thereafter.

CREDIT CARDS – ORI accepts all major credit cards for payment although credit card transactions are limited to $10,000.00.

INVOICING – Invoices to the Buyer will be generated at the time of delivery or expected delivery.

DEPOSITS – All orders are subject to a 50% deposit with the order.

TAX – Sales tax will be included on the invoice unless the Buyer provides ORI, Inc. with a sales tax exemption certificate.

CUSTOMER ORDERS – ORI, Inc. will process customer orders upon the receipt of an executed copy of these Terms and Conditions, a signed order by Buyer or valid purchase order, and completion of any Credit Department requirements for deposit or payment. Except for credit and payment terms, these Terms and Conditions will continue to apply to all subsequent orders, unless otherwise agreed in writing. Credit and/or payment terms may be modified by ORI, Inc. from time to time as necessary. Changes, if any, in credit and/or payment terms will be communicated to the customer in writing prior to the placement of any new orders to which the terms would apply.

CHANGES and CANCELLATIONS – Upon acceptance, orders can not be changed or cancelled without the written consent of ORI, Inc. The costs of approved changes and/or cancellations are the responsibility of the Buyer.

DELIVERY and INSTALLATION – ORI, Inc. is responsible for delivery and installation during normal working hours 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise noted on the purchase agreement. Except as mentioned above, the Buyer is responsible for overtime premium for work performed outside normal hours. Buyer is also responsible for required prevailing wage or union labor and related benefits in excess of ORI, Inc.'s normal rates. It is the responsibility of Buyer to be present at time of installation/delivery, to acknowledge receipt and condition of furniture. The responsibility for the security and safeguarding of the delivered product shall pass to the Buyer at this time. Buyer's failure to sign for receipt may result in a redelivery or an additional trip by ORI, Inc., at additional cost to Buyer.

CONDITION OF JOB SITE – The job site must be clean and free of all construction debris prior to installation, with sufficient electric current, heat, elevator service and a secure staging area available during the course of the installation. Failure to provide a job site in proper condition may result in installation delays and/or additional charges, at Seller's sole discretion.

PARTIAL DELIVERIES – Can be made at the request of the buyer for an additional charge. Unplanned partial deliveries may result in a premium, overtime charge.

WARRANTIES, MAINTENANCE & REPAIR – If the Buyer is dissatisfied at the time of installation/delivery, it should be noted on the Delivery Ticket/Punch List. Damaged merchandise will be repaired to the satisfaction of the Buyer, or will be replaced. Buyer may delay payment of up to 5% of the invoice, without penalty, until all items are corrected to Buyer's satisfaction. ***However, it is expressly understood that the remaining 95% of the invoice are due and payable, under the credit terms extended by seller, regardless of the presence or extent of items to be corrected.*** ORI, Inc. will provide the necessary service at no charge to correct defects which are caused by Seller or covered by the manufacturer's warranty (the terms of which vary by manufacturer). Non-warranty repairs and maintenance will be performed at our standard charges. Buyer will be notified in advance if there will be a charge for the service.

INSURANCE – ORI, Inc. provides liability and worker's compensation insurance and is responsible for property damage caused by ORI, Inc. employees. Certificates of Insurance will be delivered upon request. Fire, tornado, flood and other insurance are the responsibility of Buyer once product has been delivered to the site.

By:_____ _____ _____
Signature Company Date

_____ _____
Print Name Print Title

12600 Plantside Dr. • P. O. Box 43339 • Louisville, KY 40253
Phone 502/589-8400 • Fax 502/589-8496 • http://www.oriusa.com/

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300000859

Effective Date:	03/01/2023	Record Date:	01/10/2024
Expiration Date:	01/31/2025	Procurement Folder:	1017752
Document Description:	Furniture (Steelcase)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	14

CONTACT INFORMATION

ISSUER:
Carrie Willard
502-564-6515
Carrie.Willard@ky.gov

REASON FOR MODIFICATION

To modify Commodity Line 26 with an alternate approved quote per the request of KYTC. No other changes have been made; documentation is on file with OPS.

VENDOR INFORMATION

Name /Address:

KS0013272: Steelcase Inc.

901 44th Street SE
GH.2E.02
Grand Rapids MI 49508

Contact:

Kevin Loubert
6162929848
kloubert@steelcase.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	$0.000000	$0.00			$0.00

Furniture

Extended Description:
Purchases will be quote based.

Brand- Steelcase
Seating, Tables- 55%
Desks/Workstation, Workstation Panels (Cubicle Walls)- 64%
Ancillary/Filing/Storage- 45%

Brand- Steelcase Wood
Desks/Workstation- 55%

Brand- Coalesse
Seating, Tables, Desks/Workstation, Ancillary/Filing/Storage- 41%

Brand- Viccarbe
Seating, Tables, Desks/Workstation, Ancillary/Filing/Storage- 41%

Installation- $65 per hour
Design- $75 per hour

Agencies purchasing from this Master Agreement will be required to obtain a quote from the vendor and submit it to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line for the products based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO) against.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	1.00000	EACH	$37,898.740000	$0.00			$37,898.74

KDVA - Approved Quote 122850

Extended Description:
WORKSTATIONS - $31,701.66

DESIGN (Project Design Time) - $650.00

DELIVERY AND INSTALLATION - $5,547.08

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	1.00000	EACH	$21,126.750000	$0.00			$21,126.75

PPC - Approved Quote 123478

Extended Description:
WORKSTATIONS - $17,695.55

DELIVERY AND INSTALL - $3,431.20

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	1.00000	EACH	$4,794.300000	$0.00			$4,794.30

KSP - Approved Quote 127777

Extended Description:
Five (5) 465A300 - Think; Chair, 3D knit - $4,063.50

DELIVERY AND INSTALL - $730.80

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	1.00000	EACH	$603.550000	$0.00			$603.55

KSP - Approved Quote 128513

Extended Description:
One (1) 435A00 (Steelcase Series 1; Chair-Task) $449.55

Installation $154.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	1.00000	EACH	$170,116.020000	$0.00			$170,116.02

DOR - Approved Quote 127668

Extended Description:
Twenty-two (22) COCZUD257239 (Exponents Credenza With Doors24 3/4D x 72W x39H) $153,151.02

Installation $16,965.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	1.00000	EACH	$108,065.750000	$0.00			$108,065.75

CHFS - Approved Quote 127118

Extended Description:
One Hundred Fifty-Five (155) 4821414 (Amia Chair Uph 3D Microknit back Air Bckrst Arms) (155 x $637.65 = $98,835.75)

Includes Installation Services ($9,230.00)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	1.00000	EACH	$464,457.620000	$0.00			$464,457.62

DECA - Approved Quote 127898

Extended Description:
5th Floor TCOB Phase 2 Move/Relocation - $464,457.62

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

9	1.00000	EACH	$7,645.150000	$0.00			$7,645.15

CHFS - Approved Quote 128890

Extended Description:
Eleven (11) 4821414 - Amia Chair Uph 3D Microknit back Air Bckrst Arms

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	1.00000	EACH	$166,326.350000	$0.00			$166,326.35

DMA - Approved Quote 129627

Extended Description:
JFHQ building on Boone National Guard Center

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	1.00000	EACH	$695,781.680000	$0.00			$695,781.68

DMA - Approved Quote 129509

Extended Description:
JFHQ building on Boone National Guard Center 1st Floor

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	1.00000	EACH	$940,676.610000	$0.00			$940,676.61

DMA - Approved Quote 129530

Extended Description:
JFHQ building on Boone National Guard Center 2nd Floor

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	1.00000	EACH	$546,833.880000	$0.00			$546,833.88

DECA - Approved Quote 129342

Extended Description:
5th Floor TCOB Privacy Wall - Phase 1 OSB ($124,540.74)
Phase 2 ($259,405.53)
Phase 3 ($74,340.07)
Phase 4 ($70,958.46)

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
14	1.00000	EACH	$85,080.400000	$0.00			$85,080.40

DMA - Approved Quote 130394

Extended Description:
Boone National Guard Center Armory - Project 10184

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
15	1.00000	EACH	$38,106.430000	$0.00			$38,106.43

DMA - Approved Quote 129832

Extended Description:
Boone National Guard Center Armory - Project 4855

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
16	1.00000	EACH	$24,336.900000	$0.00			$24,336.90

DMA - Approved Quote 129833

Extended Description:

Boone National Guard Center Armory - Project 4855

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
17	1.00000	EACH	$377.300000	$0.00			$377.30

CHFS - Approved Quote 129891

Extended Description:
Thread Connector (PFLCNCTR) and Thread Powertrack-Ramp (PFLTRK)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
18	1.00000	EACH	$40,274.200000	$0.00			$40,274.20

ELC Approved Quote 129329

Extended Description:
Breakroom + Micro Market Project

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
19	1.00000	EACH	$109,535.170000	$0.00			$109,535.17

DMA - Approved Quote 131048

Extended Description:
KG-J6-VO BLDG 154 Project

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
20	1.00000	EACH	$138,673.200000	$0.00			$138,673.20

DMA - Approved Quote 131055

Extended Description:
KG-J6-VO BLDG 154 Project (Training Room)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
21	1.00000	EACH	$8,750.240000	$0.00			$8,750.24

DMA - Approved Quote 131600

Extended Description:
KG-J6-VO BLDG 154 Project (JFHQ 210C-Office)

Includes Installation Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
22	1.00000	EACH	$8,173.740000	$0.00			$8,173.74

DMA - Approved Quote 131623

Extended Description:
KG-J6-VO BLDG 154 Project (JFHQ-JAG)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
23	1.00000	EACH	$44,441.710000	$0.00			$44,441.71

DMA - Approved Quote 131637

Extended Description:
KG-J6-VO BLDG 154 Project (JFHQ)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
24	1.00000	EACH	$39,839.850000	$0.00			$39,839.85

CPE - Approved Quote 126489

Extended Description:
Fifteen (15) TS4FLIP2 (Table-Rectangle, Flip-top)

Four (4) TS4NFLIP (Table-Rectangle, Non-flip)

Twenty-five (25) 4821410 (Amia; Chair, Upholstered, Arms)

Includes Installation Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
25	1.00000	EACH	$23,820.300000	$0.00			$23,820.30

CHFS - Approved Quote 131084

Extended Description:
PROJECT 10988 INCLUDES:
INSTALL - ORI INSTALLATION - $6,890.00
DESIGN - ORI Design - $390.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
26	1.00000	EACH	$273,149.620000	$0.00			$273,149.62

KYTC - Approved Quote 256359

Extended Description:
KYTC DISTRICT 6 - PROJECT 230450 INCLUDES:
DESIGN - $2,756.25
INSTALLATION - $26,712.50

Master Agreement

For

Furniture

Between

Commonwealth of Kentucky

And

Steelcase Inc.
Kevin Loubert
901 44th St. SE
Grand Rapids, MI 49508
616-292-9848
kloubert@steelcase.com

Section 1
Scope of Contract
The Office of Procurement Services issues this **Master Agreement** for: **Furniture**

Section 2
Specifications
This contract will be quote based and quotes will be generated on an as needed basis against the contract.

Force Majeure
Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

Section 3
Liability and Property Damage Insurance
The contractor shall indemnify, defend, and hold harmless all the state officials and the Commonwealth of Kentucky and all officials, employees and participating householders of the Commonwealth of Kentucky against any losses, claims, actions, damages, liability, and expenses, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the contractor or by persons employed directly or indirectly by the contractor in connection

with the used electronic equipment collection, transportation, dismantling, salvage, sale, reuse, and / or recycling.

The contractor shall obtain and maintain in full force, for as long as necessary to fund the contractor's indemnification and defense obligations, the following types and amounts of insurance:

A Commercial Liability Insurance policy shall afford limits of no less than the following:

$2,000,000 - General Aggregate
$1,000,000 - Products and Completed Operations Aggregate
$1,000,000 - Personal and Advertising Injury
$1,000,000 – Each Occurrence
$ 50,000 – Fire Damage
$ 5,000 – Medical Expense

An automobile/truck liability insurance policy covering owned, non-owned, and hired vehicles. Said policy of insurance to have a minimum limit of $1,000,000 per occurrence combined single limit for bodily injury, including death and property damage.

A Worker's Compensation and Employer's Liability insurance policy with Kentucky statutory limits for workers compensation and a minimum of $1,000,000 per accident for employer's liability.

The Commercial General Liability insurance required under this Contract shall include The Commonwealth of Kentucky, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Section 4
Indemnity
The contractor (undersigned) jointly and severally agrees to indemnify and save harmless the Commonwealth (Indemnified) and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the claim against the Commonwealth as a result of the contractor's actions. In the event of any asserted claim, the Indemnified shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend protect and save harmless Indemnified against said claim or any loss or liability there under. In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnified shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, the undersigned further agree to pay all

reasonable attorneys' fees necessary to enforce this agreement. This agreement shall be unlimited as to amount or duration.

Section 5
Initial Contract Period
This contract shall be for the initial period from the date of award through **January 31, 2025**.

Section 6
Renewal Clause – Optional Renewal Period
This contract may be extended at the completion of the initial contract period for **three (3) additional two-year periods.** This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7
Agencies to be Served
This contract shall be for use by the following agency of the Commonwealth of Kentucky:

All State

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 8
Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Section 9
Basis of Price Revisions
PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The

Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A “Price Increases” as stated above.

Section 10
Post Contract Agreements
This contract shall constitute the entire agreement between the State and contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of this contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 11
Vendor’s Report
The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor’s computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 12
Cancellation Clause – 30 Days Notice
The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 13
Exception to Required Use of Contract

This Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 14
Service Performance
All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 15
Addition or Deletion of Items or Services
The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to this contract. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 16
Governmental Restrictions
In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this contract prior to delivery, it shall be the responsibility of the vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 17
Payments
The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries

accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 18
Inspection
All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 19
Subcontracts
The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

Section 20
Federal Tax Exempt Purchases by the Commonwealth of Kentucky
Contracts Direct With Manufacturer: The Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 21
EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx
(Click on Office of the Controller and scroll down to Procurement section.)

Section 22
Governing Law
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 23
Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 24
Accessibility
Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 25
Provisions for Termination of the Contract
This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 26
Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

Section 27
Discrimination (Effective April 8, 2015)
Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. 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, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 28
Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor’s unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office

of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Master Agreement for the duration of the contract. Fees
shall be paid forty-five (45) days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Section 29
ALL PROVISIONS OF THE SOLICITATION (RFB 758 2300000322) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT (MA 758 2300000859).

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUOTE WITH STEELCASE, FOR OFFICE FURNITURE, AT A COST NOT TO EXCEED $10,479.58.

_____
_

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Quote, which is attached hereto and incorporated herein by reference, with Steelcase, for office furniture.

Section 2 - That an amount, not to exceed the sum of $10,479.58, be and hereby is approved for payment to Steelcase, from the following accounts in the following amounts #1101-505506-75801 ($6,979.58) and #1132-505501-96401 ($3,500.00)

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0430-24:MRS:4873-1835-8201, v. 1

RESOLUTION NO. 240 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUOTE WITH STEELCASE, FOR OFFICE FURNITURE, AT A COST NOT TO EXCEED $10,479.58.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Quote, which is attached hereto and incorporated herein by reference, with Steelcase, for office furniture.

Section 2 - That an amount, not to exceed the sum of $10,479.58, be and hereby is approved for payment to Steelcase, from the following accounts in the following amounts #1101-505506-75801 ($6,979.58) and #1132-505501-96401 ($3,500.00)

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0430-24:MRS:4873-1835-8201, v. 1

Resolution #240-2024
Contract # 129-2024

Steelcase®

Quotation 133554

Quote Date 02/05/24
Project 11444
Customer LEX004
Terms NET 30 DAYS
Account Representative Jena Mason-Spanyer

Quote To

Accounts Payable
Lex-Fayette Urban Co Govt
Accounting/Swittow Bldg. 2nd F
200 East Main St
Lexington KY 40507-1310

Ship To

Lex-Fayette Urban Co Govt
Accounting/Swittow Bldg. 2nd F
200 East Main St
Lexington KY 40507-1310

Phone +1 (859) 258-3312
cnoonan@lexingtonky.gov

Tax CT-34-100

Thank you for this opportunity.

As you review your quotation, please be advised that there are currently global supply chain issues which have impacted every industry, including the commercial interiors industry.
Some of these global supply chain issues include labor availability challenges and commodity shortages, such as lumber, steel, resins, microchips, foam and adhesives.

This could extend the lead times or delivery of your order.

ORI will invoice at the time of delivery, according to our Terms and Conditions. A deposit is required upon order placement due to the deposit requests from our manufacturers.
Delays in shipment will not extend invoicing and expectation of payment for those items successfully delivered (we may need to send partial invoices).

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

As always, you can contact your ORI representative with questions and guidance as you proceed.

	Description	Quantity	Unit Price	Extended Price
1	**WEC227248** - Worksurface-Extended corner, Curved, Left hand, 24DL x 24DR x 72WL x 48WR **EDGE:** 6053 SEAGULL **TOP-SURF:** 2862 STUCCO FIBER **WKSF OPT:** *OPT:WORKSURFACE OPTION **SCALLOP:** STD:SCALLOPS STEELCASE **Tag For** 24/72/48/24	2	458.64	917.28
2	**WEC224872** - Worksurface-Extended corner, Curved, Right hand, 24DL x 24DR x 48WL x 72WR **EDGE:** 6053 SEAGULL	1	458.64	458.64

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

	Description	Quantity	Unit Price	Extended Price
2	**TOP-SURF:** 2862 STUCCO FIBER **WKSF OPT:** *OPT:WORKSURFACE OPTION **SCALLOP:** STD:SCALLOPS STEELCASE **Tag For** 24/48/72/24			
3	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size Option:** Modular **Depth:** 24.00000 **Width:** 48.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Power Access:** No Power Access **Scallop:** No Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 24/48	1	147.60	147.60
4	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size Option:** Modular **Depth:** 24.00000 **Width:** 84.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Power Access:** No Power Access **Scallop:** With Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 24/84	1	312.48	312.48
5	**UFB** - Bracket-Flush mount STEELCASE **Tag For** FMB	3	14.40	43.20
6	**UE24** - End support, 24D **BASIC:** 4798 STERLING METALLIC	1	263.88	263.88

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

	Description	Quantity	Unit Price	Extended Price
6	STEELCASE **Tag For** ES/24			
7	**UPL** - Post leg, Glides, 28 1/2H **LEGS:** 4798 STERLING METALLIC STEELCASE **Tag For** PL	1	78.84	78.84
8	**UPL4** - Post leg, Package quantity 4, Glides, 28 1/2H **LEGS:** 4798 STERLING METALLIC STEELCASE **Tag For** PL	2	315.36	630.72
9	**TS7WKSPT54** - Reinforcing channel, 54W STEELCASE **Tag For** RC/54	2	27.36	54.72
10	**TS7WKSPT66** - Reinforcing channel, 66W STEELCASE **Tag For** RC/66	1	27.36	27.36
11	**TS7WKSPT72** - Reinforcing channel, 72W STEELCASE **Tag For** RC/72	1	27.36	27.36
12	**RPF2427BF** - Pedestal-Fixed, 2 file, Flush steel front, 22 5/8D x 15W x 27H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **PULLS:** *OPT:PULL OPTIONS **INT PULL:** STD:INTEGRAL J, PULL **LOCK OPT:** *OPT:LOCK OPTIONS **SINGLELK:** STD:SINGLE LOCK STEELCASE **Tag For** FF/15	2	369.72	739.44
13	**RSC24362AF** - Cabinet-Storage, 1 adjustable shelf, Flush steel front, 24D x 36W x 28H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **NO TOP:** NO TOP	1	717.84	717.84

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

	Description	Quantity	Unit Price	Extended Price
13	STEELCASE **Tag For** SC/28			
14	**RSC24363CF** - Cabinet-Storage, 2 adjustable shelves, Flush steel front, 24D x 36W x 40H **BASIC:** 4798 STERLING METALLIC **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **STL TOP:** STD:1" STEEL TOP STEELCASE **Tag For** SC/40	3	874.80	2,624.40
15	**RAFSL** - Universal, File, Surround, Laminate **Depth:** 23.18750 **Width:** 144.25000 **Height:** 40.00000 **Top Surface Finish:** Fiber HPL 2862 - STUCCO FIBER **Profile A:** 1MM Plastic Edge **Profile B:** 1MM Plastic Edge **Profile C:** 1MM Plastic Edge **Profile D:** 1MM Plastic Edge **Edge Finish:** Plastic - PG1 6053 - SEAGULL **Sectioned Top:** 2 Sectioned Top **Grain Direction-Top:** No Grain Direction **End Panel:** End Panel - Left and Right **Back Panel:** Proud **End Panel Finish:** Fiber HPL 2862 - STUCCO FIBER **Back Panel Finish:** Fiber HPL 2862 - STUCCO FIBER **End Panel Grain Direction:** No Grain Direction STEELCASE **Tag For** FS/24.625(23.1875)/146.848(144.25)	1	1,325.82	1,325.82
16	**LOCK9201FR** - Lock Cylinder-FR Series, Polished Chrome **LOCK:** 9201 POLISHED CHROME **KEYS:** SK SPEC 1-FR305 1-FR306 1-FR307 3-FR308 STEELCASE	6	N/C	N/C

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

	Description	Quantity	Unit Price	Extended Price
17	**DESIGN** - Technical Specification + Design STEELCASE **Tag For** _Technical Specification + Design ORI	3	75.00	225.00
18	**INSTALL** - INSTALLATION STEELCASE	29	65.00	1,885.00

Quotation Totals

Sub Total	10,479.58
Tax Exempt - Kentucky	0.00
Grand Total	**10,479.58**

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ORI, Inc. Standard Terms and Conditions of Sale

PAYMENT TERMS – Subject to Credit Department approval of the customer's credit application, terms of payment of all ORI, Inc. invoices are due, net 30 days from the date of delivery or installation. A service charge of 1.5% per month will be assessed on past due invoices. Should delivery of furniture to client not be possible, through no fault of ORI, Inc., when furniture is received from Manufacturer (s) at ORI, Inc.'s distribution center, client will be invoiced for the full amount at time of attempted delivery. Payment of 95% of the full invoice will be deemed acceptable until delivery or installation is completed.

Storage and handling charges for said merchandise will be waived for the first 30 days. After 30 days product stored by ORI, Inc. will be billed at a rate of 2% of the Selling Price per month for each full or partial month thereafter.

CREDIT CARDS – ORI accepts all major credit cards for payment although credit card transactions are limited to $10,000.00.

INVOICING – Invoices to the Buyer will be generated at the time of delivery or expected delivery.

DEPOSITS – All orders are subject to a 50% deposit with the order.

TAX – Sales tax will be included on the invoice unless the Buyer provides ORI, Inc. with a sales tax exemption certificate.

CUSTOMER ORDERS – ORI, Inc. will process customer orders upon the receipt of an executed copy of these Terms and Conditions, a signed order by Buyer or valid purchase order, and completion of any Credit Department requirements for deposit or payment. Except for credit and payment terms, these Terms and Conditions will continue to apply to all subsequent orders, unless otherwise agreed in writing. Credit and/or payment terms may be modified by ORI, Inc. from time to time as necessary. Changes, if any, in credit and/or payment terms will be communicated to the customer in writing prior to the placement of any new orders to which the terms would apply.

CHANGES and CANCELLATIONS – Upon acceptance, orders can not be changed or cancelled without the written consent of ORI, Inc. The costs of approved changes and/or cancellations are the responsibility of the Buyer.

DELIVERY and INSTALLATION – ORI, Inc. is responsible for delivery and installation during normal working hours 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise noted on the purchase agreement. Except as mentioned above, the Buyer is responsible for overtime premium for work performed outside normal hours. Buyer is also responsible for required prevailing wage or union labor and related benefits in excess of ORI, Inc.'s normal rates. It is the responsibility of Buyer to be present at time of installation/delivery, to acknowledge receipt and condition of furniture. The responsibility for the security and safeguarding of the delivered product shall pass to the Buyer at this time. Buyer's failure to sign for receipt may result in a redelivery or an additional trip by ORI, Inc., at additional cost to Buyer.

CONDITION OF JOB SITE – The job site must be clean and free of all construction debris prior to installation, with sufficient electric current, heat, elevator service and a secure staging area available during the course of the installation. Failure to provide a job site in proper condition may result in installation delays and/or additional charges, at Seller's sole discretion.

PARTIAL DELIVERIES – Can be made at the request of the buyer for an additional charge. Unplanned partial deliveries may result in a premium, overtime charge.

WARRANTIES, MAINTENANCE & REPAIR – If the Buyer is dissatisfied at the time of installation/delivery, it should be noted on the Delivery Ticket/Punch List. Damaged merchandise will be repaired to the satisfaction of the Buyer, or will be replaced. Buyer may delay payment of up to 5% of the invoice, without penalty, until all items are corrected to Buyer's satisfaction. ***However, it is expressly understood that the remaining 95% of the invoice are due and payable, under the credit terms extended by seller, regardless of the presence or extent of items to be corrected.*** ORI, Inc. will provide the necessary service at no charge to correct defects which are caused by Seller or covered by the manufacturer's warranty (the terms of which vary by manufacturer). Non-warranty repairs and maintenance will be performed at our standard charges. Buyer will be notified in advance if there will be a charge for the service.

INSURANCE – ORI, Inc. provides liability and worker's compensation insurance and is responsible for property damage caused by ORI, Inc. employees. Certificates of Insurance will be delivered upon request. Fire, tornado, flood and other insurance are the responsibility of Buyer once product has been delivered to the site.

By: Linda Gorton — Signature
LFUCG — Company
5/16/2024 — Date
Linda Gorton — Print Name
Mayor — Print Title

12600 Plantside Dr. • P. O. Box 43339 • Louisville, KY 40253
Phone 502/589-8400 • Fax 502/589-8496 • http://www.oriusa.com/

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0434-24

File ID:	0434-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/18/2024
File Name:	Release of Easement Edgewater Drive			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Dr. [Div. of Water Quality, Martin]

Notes: In office 4/26/2024. MS

Signed in CCO and given bacm to Christina King via interoffice- CCO awaiting recorded deed for records. 5.21 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Blue Sheet, Edgewater979-Map, Edgwtr10, RESO 434-24 - Partial Release of Easement 979 Edgewater 4863-7479-2124 v.1.docx, R-241-2024	**Enactment Number:**	R-241-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0434-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Dr. [Div. of Water Quality, Martin]

Summary

Authorization to execute a release of a partial sanitary easement at 979 Edgewater Drive. The easement is no longer needed. No Budgetary impact. (L0434-24) (Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: Yes, Completed by Evan Thompson 4/12/2024

Risk Management: No

Fully Budgeted [select]: N/a

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: April 17, 2024

SUBJECT: PARTIAL RELEASE OF A SANITARY EASEMENT AT 979 EDGEWATER DRIVE

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 partial release of a sanitary easement at 979 Edgewater Drive.

Purpose of Request
The easement is no longer needed because the facilities in the easement will be removed or safe loaded.

Project Cost in FY24
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.

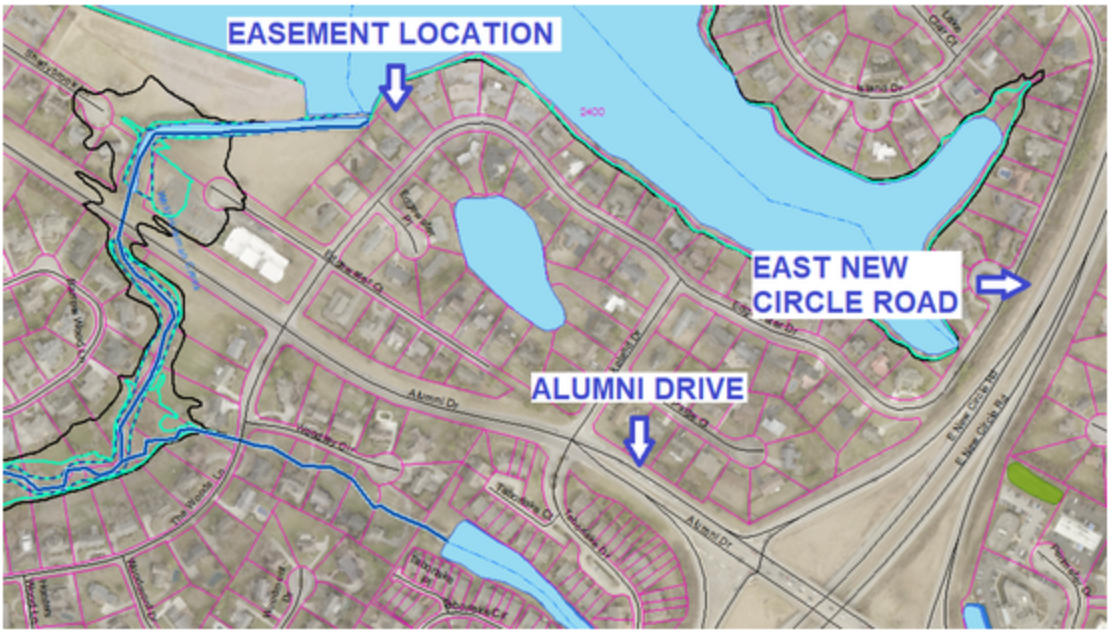
Law Review
E. Thompson, 04/12/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov


EASEMENT LOCATION
EAST NEW CIRCLE ROAD
ALUMNI DRIVE
Alumni Dr
2400

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT, is made and entered into this ____ day of _____, 2024, by and between (i) the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, having its address at 200 East Main Street, Lexington, Kentucky 40507 (the "LFUCG"), and (ii) APRIL M. YOUNG, with a mailing address of April Young, 979 Edgewater Drive, Lexington, KY 40502, (the "Owner").

WITNESSETH:

WHEREAS, pursuant to (a) Record Plat of Edgewater Estates recorded in the Fayette County Clerk's Office at Plat Cabinet A, slide 27 ("Plat"); and (b) an Amended Record Plat of Lots 5, 6 & 7, Block "A" Edgewater Estates, Unit 1-A, recorded in the Fayette County Clerk's Office at Plat Cabinet A, slide 41 ("Amended Plat", which together with the Plat shall collectively be referred to herein as the "Plats"), the previous Owner did dedicate easements over 979 Edgewater Drive, Lexington, Kentucky as follows:

(1) A Utility Easement

(2) A 12' Sanitary Sewer easement

(3) A separate 12' Sanitary Sewer easement

WHEREAS, the 12' Sanitary Sewer Easement that is crosshatched in Exhibit A is no longer necessary. The 12' Sanitary Sewer Easement is depicted within the crosshatched areas shown on

Exhibit "A" attached hereto and is more particularly described as follows, to-wit:

> **BEGINNING** at a point in the south line of an existing 12 foot wide sanitary sewer easement, said point being 83.98 feet west of the Edgewater Drive right of way and 6.00 feet north of the common line of Lot 4 and Lot 5 of Lakeview Estates Unit 1-A as shown on plat recorded in Plat Cabinet "A", Slide 41 in the Fayette County Kentucky Clerk's Office; thence north 46 degrees 55 minutes 30 seconds west 12.47 feet to a point; thence north 58 degrees 54 minutes 08 seconds east 25.04 feet to a point; thence north 75 degrees 23 minutes 30 seconds east 19.24 feet to a point; thence north 53 degrees 25 minutes 25 seconds east 45.69 feet to a point; thence south 35 degrees 50 minutes 30 seconds east 10.94 feet to a point; thence south 58 degrees 54 minutes 08 seconds west 86.48 feet to the **POINT OF BEGINNING** and containing 853 square feet.

WHEREAS, the 12' Sanitary Sewer Easement is no longer required by LFUCG and LFUCG desires to release and extinguish its interest in and to such crosshatched 12' Sanitary Sewer Easement but not with respect to any and all other easements shown on the Plats;

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LFUCG hereby releases unto the Owner all of its right, title and interest in and to the crosshatched 12' Sanitary Sewer Easement, as depicted in Exhibit "A".

It is the intention of the LFUCG to forever extinguish its interest in the crosshatched 12' Sanitary Sewer Easement as depicted in Exhibit "A" and the Owner, her successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interests of the LFUCG as to the crosshatched 12' Sanitary Sewer Easement; provided, however, that this Partial Release of Easement shall not extinguish the interest of the LFUCG in the remaining easements as depicted on the Plats.

IN WITNESS WHEREOF, the LFUCG has hereunto executed this Partial Release of Easement on this the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

_____
Mayor

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by _____, as_____of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67, on behalf of said government, on this _____ day of _____,2024.

_____
NOTARY PUBLIC

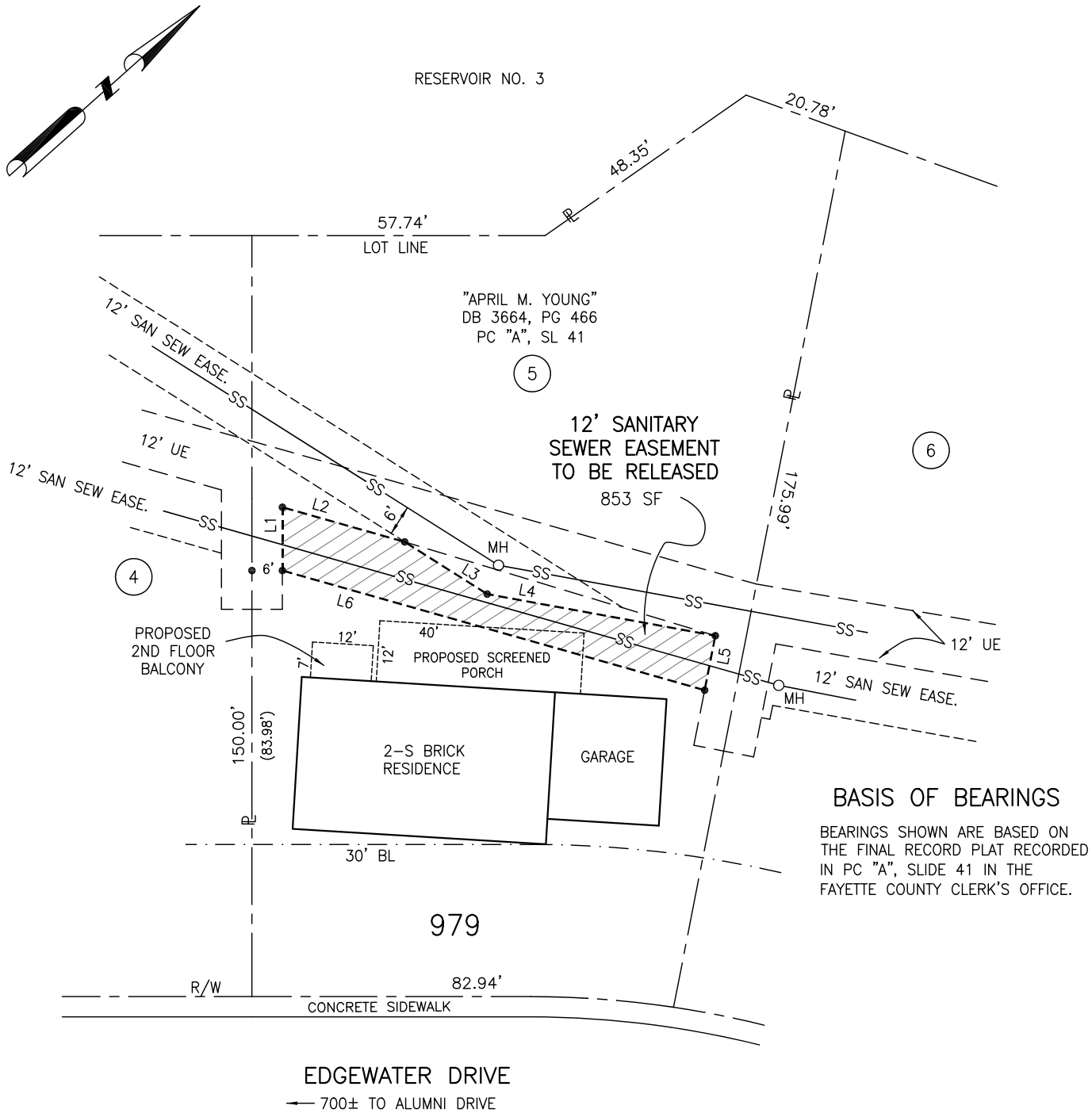
My Commission expires:_____

Notary Id. No. _____

THIS INSTRUMENT
PREPARED BY:

Brian A. Lock, Esq
Embry Merritt Womack Nance, PLLC
201 E Main Street, Lexington, KY 40507
859-543-0453

[APPEND RELEASE EXHIBIT A HERE]



BASIS OF BEARINGS

BEARINGS SHOWN ARE BASED ON THE FINAL RECORD PLAT RECORDED IN PC "A", SLIDE 41 IN THE FAYETTE COUNTY CLERK'S OFFICE.

STATE OF KENTUCKY
WESLEY B. WITT
2187
LICENSED PROFESSIONAL LAND SURVEYOR

LINE	BEARING	DISTANCE
L1	N46°55'30"W	12.47'
L2	N58°54'08"E	25.04'
L3	N75°23'30"E	19.24'
L4	N53°25'25"E	45.69'
L5	S35°50'30"E	10.94'
L6	S58°54'08"W	86.48'

0 30 60 90

EXHIBIT "A"
SHOWING 12' SANITARY SEWER EASEMENT TO BE RELEASED

EDGEWATER ESTATES UNIT 1-A
LOT 5

(979 EDGEWATER DRIVE)
LEXINGTON, FAYETTE COUNTY, KENTUCKY

PREPARED BY:
WESLEY B. WITT, INC.
3320 CLAYS MILL ROAD, SUITE 112
LEXINGTON, KENTUCKY 40503
PHONE 859-312-0047 EMAIL "WWITT@WWITT.COM"

MARCH 29, 2024 1" = 30'

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 979 EDGEWATER DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Drive.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0434-24:EPT:4863-7479-2124, v. 1

RESOLUTION NO. 241 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 979 EDGEWATER DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a sanitary sewer easement on the property located at 979 Edgewater Drive.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0434-24:EPT:4863-7479-2124, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0438-24

File ID: 0438-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 122-2024 **In Control:** Urban County Council

File Created: 04/18/2024

File Name: Fordham University Online Field Experience Education Agreement **Final Action:** 05/09/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fordham University, providing for the placement of Social Work student interns for field experience in support of services provided by the Urban County Government, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Notes: Stamped and filed in CCO. 2 copies given back via pick up to Theresa Maynard. 5/16 AA

Sponsors:

Enactment Date: 05/09/2024

Attachments: 0438-24 Bluesheet Memo - Fordham University Online Field Experience Education Agreement, Fordham Univ Online Field Experience Agreement, RESO 0438-24 Fordham Student Intern Agreement 4884-4382-6361 v.1.docx, R-232-2024, Contract #212-2024

Enactment Number: R-232-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0438-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

an Agreement with Fordham University, providing for the placement of Social Work student interns for field experience in support of services provided by the Urban County Government, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute an Agreement with Fordham University for the placement of Social Work student interns for field experience. No Budgetary impact. (L0438-24) (Stambaugh/Allen-Byrant)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Tiffany Holskey, 4/12/24

Risk Management: N/A

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR JIM GRAY

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Kacy Allen-Bryant, Commissioner of Social Services

DATE: April 18, 2024

SUBJECT: Fordham University Online Field Experience Education Agreement

---

Request:

Request Council Authorization for the Mayor to execute an agreement with Fordham University for the placement Social Work student interns.

Why Are You Requesting?

This Agreement allows Lexington Fayette Urban County Government Divisions to accept Social Work student interns from Fordham University for field experience.

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

No budgetary implications.

Are the funds budgeted?

No budgetary impact

File Number: 0438-24

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

DocuSign Envelope ID: A505493B-7E2A-4BE5-BABD-9074F46F56E1

AGREEMENT made as of the 16th day of April, 2024 by and between FORDHAM UNIVERSITY (hereinafter "the University"), a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 113 West 60th Street, New York, New York 10023, and the **Lexington-Fayette Urban County Government** (hereinafter the "Institution"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with offices located at **200 East Main Street, Lexington, KY 40507**.

WITNESSETH:

WHEREAS, the University has a Graduate School of Social Service, which offers a Masters in Social Work ("MSW"); and

WHEREAS, the University and the Institution desire to cooperate with respect to the education of MSW students; and

WHEREAS, the University desires to afford to its MSW students field experience; and

WHEREAS, the Institution is willing to make its facilities available for the purpose of providing such field experience to such MSW students.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Institution to design an appropriate learning experience for the students in the MSW program (hereinafter "the Program") and in order that the Program does not interfere with the normal operation of the Institution.

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2. The University shall assign students in the Program to the Institution for field instruction and experience. Prior to the student's arrival at the Institution, the University shall provide the Institution with profile information on the student to aid in student placement. The number of students as well as the schedule of their assignments and dates of beginning shall be mutually arranged by the University and the Institution prior to the date of such beginning.

3. The University shall have complete control of and be responsible for all phases of the administration of the Program in the University, the curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

4. The University through its field liaison shall be responsible for the official grading of its students.

5. The University shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her duties. The University shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.

6. The University shall provide orientation to the Program to the Institution's staff if so requested by the Institution.

7. The University, through the field liaisons, area coordinators, and Directors of the Field Instruction Department, will provide ongoing consultation to the Institution relating to the student's placement.

8. Students are expected to complete Field Work hours as indicated by the Field Placement curriculum over the course of the academic year.

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9. Students are expected to be in Field Work during designated official University recess periods as indicated on the Field Work Calendar. When a holiday falls on a field instruction day the student will observe the policies of the Institution. Three (3) days per academic year due to illness can be excused without make-up time. Additional absences must be discussed with the field liaison to ascertain appropriate make-up time.

10. To the extent permitted by law, information provided in confidence by the Institution or by the University shall be kept confidential by all parties. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. To the extent permitted by law, no professional papers or disclosures concerning either party may be submitted without the mutual written consent of the parties.

11. The University shall withdraw any student or students from any areas of the Institution upon notice to the University that such student or students are unacceptable to the Institution for reasons of health, performance, or other reasonable cause as permitted by applicable laws and regulations. The student may be permitted to return when the problem or condition is resolved to the satisfaction of both parties.

12. The Institution shall make its facilities available to the University to the extent that the Institution deems possible in order to assist the University in carrying out its educational objectives, giving due consideration to the normal operation of the Institution, the educational needs of the University and students in other educational programs at the Institution.

13. The Institution will provide the University, students and field liaisons with copies of any rules, regulations, policies and procedures with which it expects said individuals to comply. Students shall comply with all rules, regulations, policies and procedures of Institution. The Institution agrees to provide in-service education to

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students or faculty members participating in the Program as such may be required by applicable laws and regulations.

14. The Institution will provide orientation to its facilities for all students. The institution will provide orientation to its facilities for the University faculty if requested to do so by the University.

15. The Institution shall supply qualified field instructors for the supervision and instruction of students assigned to the institution. Field instructors who are supervising a Fordham University student for the first time are required to participate in a training for new field instructors. This training can be completed with Fordham or with another CSWE accredited MSW program. Once completed, there is reciprocity and it need not be repeated.

16. At no time will the Institution field instructor be deemed a member of the University's faculty nor will the field instructor be deemed a servant, employee, or agent of the University. The field instructor will be a member of the Institution's staff for whom the Institution will retain responsibility.

17. The field instructor shall set aside at minimum one hour per week for individual conferences with the student under his/her supervision.

18. The field instructor shall be required to submit in writing an evaluation each semester on the dates and in the form specified by the University of each student under his/her supervision.

19. The field instructor will be available for a minimum of one virtual site visit per academic year.

20. The Institution shall not be required to supply uniforms, lodging, meals, or anything of value to the University, the students, or any University employee involved in the Program, except to make available to the student, at minimum, a desk, access to a

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telephone, and appropriate facilities for the provision of services to the Institution's clients. Supplies, clerical services, and transportation costs relating to the Institution's provision of services will be provided by the Institution.

21. Field placement is an integral part of the student's academic program. Students in field placement shall at no time be deemed servants, agents or employees of the University, nor shall they be entitled to any fringe benefits, workers' compensation, New York State disability or other rights normally afforded to employees

22. It is understood that assigned students are not Institution employees and therefore, are not entitled to any Institution employee benefits, including but not limited to Social Security, Employment Compensation, or Worker's Compensation.

23. The University and the Institution will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"). For the purposes of FERPA, authorized representatives of the Institution may be considered University officials with a legitimate educational interest in the disclosure of personally identifiable information from the University's educational records for Students who participate in the Program.

24. Institution shall provide emergency health care or first aid care for any illness or injury to a Student while on the Institution's premises while fulfilling activities of the Institution, provided, however, that students are not afforded protection under Institution's worker's compensation or health insurance programs. The Student shall be responsible for his or her medical expenses, whether incurred at the Institution or elsewhere.

25. The University shall indemnify and hold the Institution harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the

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University. To the extent permitted by law, the Institution shall indemnify and hold the University harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the Institution. This shall not be deemed a waiver of sovereign immunity or any other third party defense. The University and Institution will provide notice of claim to the other upon receipt. The University or Institution shall have full charge of the defense of any such claim, demand, or suit against them and the University and the Institution shall cooperate fully with each other in such defenses. The University and Institution, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the Defense of any such action. Each party shall furnish to the other certificates of insurance evidencing proof of applicable liability coverage.

26. The University shall maintain during the term of this Agreement a Professional Liability (E&O) insurance policy that covers claims alleging negligent acts of students which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with students' field placement under this Agreement. Said policy shall have an applicable limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, which coverage may be obtained through a combination of primary and excess limits. The University shall

maintain during the term of this Agreement general liability insurance with an applicable limit of One Million Dollars ($1,000,000) combined single limit. The University shall furnish the Institution with a certificate of insurance evidencing proof of such liability coverage.

27. Institution shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.

DocuSign Envelope ID: A505493B-7E2A-4BE5-BABD-9074F46F56E1

28. Students shall be responsible for securing their own medical care and accident insurance or shall be eligible dependents of another person's policies while participating in this Program.

29. Prior to beginning fieldwork placement, the University shall inform students of any special requirements of the Institution, including but not limited to, applicable physical examination, test and immunization requirements. The Institution shall inform the University of any such requirements sufficiently in advance of the beginning of fieldwork placement to allow students to comply with such requirements. Students subject to said applicable physical examination and test requirements shall obtain at their own cost and provide the Institution with proof of the following:

(a) a complete physical examination, and recorded medical history within the past year, of sufficient scope to ensure that the student is free from any health impairment which is of potential risk to patients or which might interfere with performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior ; and

(b) any and all immunizations and tests required by the Institution, including Hepatitis B vaccination if such student's assignment in the Institution may cause reasonably anticipated contact with blood or other potentially infectious materials.

30. The University shall inform the students that the Institution requires all students who have duties at the Institution which have potential for occupational exposure to blood borne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Institution by said students prior to the performance of their rotation at the Institution. The Institution shall

DocuSign Envelope ID: A505493B-7E2A-4BE5-BABD-9074F46F56E1

provide infection control training on blood borne pathogens to any student whose duties may cause them to have occupational exposure to blood borne pathogens. The Institution shall also provide to such students a copy of the Institution's written Exposure Control Plan.

31. The parties hereto mutually agree that at no time will they discriminate against any employee, applicant, patient, or student enrolled in their respective programs because of race, color, creed, religion, national origin, marital status, veteran status, age, sex, disability, gender, gender identity or expression, sexual orientation or handicap of qualified persons, within the meaning of, and subject to the conditions of applicable Federal and State law.

32. Notwithstanding any other provision in this Agreement, the Institution remains responsible for (a) ensuring that any services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and, (c) ensuring adherence to the plan of care established for clients of the Institution.

33. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

34. Any notices, requires, and demands thereunder shall be in writing and shall be sent certified mail, return receipt request; if to the University to:

Fordham University
Graduate School of Social Service
113 West 60th Street
New York, New York 10023-7479
Attn: Linda White-Ryan
Associate Dean of Academic Affairs

if to the Institution to:

Lexington-Fayette Urban
County Government

DocuSign Envelope ID: A505493B-7E2A-4BE5-BABD-9074F46F56E1

200 East Main Street
Lexington, KY 40507
Attn: Kristina Stambaugh

or to such other addresses or by such other means as the parties may mutually designate by written notice.

35. This Agreement contains the entire Agreement between the parties hereto with the respect to the matter contained herein and may not be changed, modified or terminated orally.

36. This Agreement shall be for an initial term commencing on the day and year first above written and terminating on April 29, 2025. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis without further notice by either party unless a written notice of termination shall have been sent by either party to the other sixty (60) days prior to the end of the initial term or prior to the end of any renewal term.

37. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have duly signed this Agreement on the day and year appearing opposite their respective signatures.

FORDHAM UNIVERSITY

DATE: 4/17/2024 By: DocuSigned by: Linda White Ryan D08FFC18A628407...

Linda White-Ryan
Associate Dean of Academic Affairs

Lexington-Fayette Urban County Government

DATE: _____ By: _____

Linda Gorton, Mayor

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FORDHAM UNIVERSITY, PROVIDING FOR THE PLACEMENT OF SOCIAL WORK STUDENT INTERNS FOR FIELD EXPERIENCE IN SUPPORT OF SERVICES PROVIDED BY THE URBAN COUNTY GOVERNMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Fordham University, providing for the placement of Social Work student interns for field experience in support of services provided by the Urban County Government, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0438-24:TAH:4884-4382-6361, v. 1

RESOLUTION NO. 232 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FORDHAM UNIVERSITY, PROVIDING FOR THE PLACEMENT OF SOCIAL WORK STUDENT INTERNS FOR FIELD EXPERIENCE IN SUPPORT OF SERVICES PROVIDED BY THE URBAN COUNTY GOVERNMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Fordham University, providing for the placement of Social Work student interns for field experience in support of services provided by the Urban County Government, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0438-24:TAH:4884-4382-6361, v. 1

AGREEMENT made as of the 16th day of April, 2024 by and between FORDHAM UNIVERSITY (hereinafter "the University"), a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 113 West 60th Street, New York, New York 10023, and the **Lexington-Fayette Urban County Government** (hereinafter the "Institution"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with offices located at **200 East Main Street, Lexington, KY 40507**.

WITNESSETH:

WHEREAS, the University has a Graduate School of Social Service, which offers a Masters in Social Work ("MSW"); and

WHEREAS, the University and the Institution desire to cooperate with respect to the education of MSW students; and

WHEREAS, the University desires to afford to its MSW students field experience; and

WHEREAS, the Institution is willing to make its facilities available for the purpose of providing such field experience to such MSW students.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Institution to design an appropriate learning experience for the students in the MSW program (hereinafter "the Program") and in order that the Program does not interfere with the normal operation of the Institution.

2. The University shall assign students in the Program to the Institution for field instruction and experience. Prior to the student's arrival at the Institution, the University shall provide the Institution with profile information on the student to aid in student placement. The number of students as well as the schedule of their assignments and dates of beginning shall be mutually arranged by the University and the Institution prior to the date of such beginning.

3. The University shall have complete control of and be responsible for all phases of the administration of the Program in the University, the curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

4. The University through its field liaison shall be responsible for the official grading of its students.

5. The University shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her duties. The University shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.

6. The University shall provide orientation to the Program to the Institution's staff if so requested by the Institution.

7. The University, through the field liaisons, area coordinators, and Directors of the Field Instruction Department, will provide ongoing consultation to the Institution relating to the student's placement.

8. Students are expected to complete Field Work hours as indicated by the Field Placement curriculum over the course of the academic year.

9. Students are expected to be in Field Work during designated official University recess periods as indicated on the Field Work Calendar. When a holiday falls on a field instruction day the student will observe the policies of the Institution. Three (3) days per academic year due to illness can be excused without make-up time. Additional absences must be discussed with the field liaison to ascertain appropriate make-up time.

10. To the extent permitted by law, information provided in confidence by the Institution or by the University shall be kept confidential by all parties. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. To the extent permitted by law, no professional papers or disclosures concerning either party may be submitted without the mutual written consent of the parties.

11. The University shall withdraw any student or students from any areas of the Institution upon notice to the University that such student or students are unacceptable to the Institution for reasons of health, performance, or other reasonable cause as permitted by applicable laws and regulations. The student may be permitted to return when the problem or condition is resolved to the satisfaction of both parties.

12. The Institution shall make its facilities available to the University to the extent that the Institution deems possible in order to assist the University in carrying out its educational objectives, giving due consideration to the normal operation of the Institution, the educational needs of the University and students in other educational programs at the Institution.

13. The Institution will provide the University, students and field liaisons with copies of any rules, regulations, policies and procedures with which it expects said individuals to comply. Students shall comply with all rules, regulations, policies and procedures of Institution. The Institution agrees to provide in-service education to

students or faculty members participating in the Program as such may be required by applicable laws and regulations.

14. The Institution will provide orientation to its facilities for all students. The institution will provide orientation to its facilities for the University faculty if requested to do so by the University.

15. The Institution shall supply qualified field instructors for the supervision and instruction of students assigned to the institution. Field instructors who are supervising a Fordham University student for the first time are required to participate in a training for new field instructors. This training can be completed with Fordham or with another CSWE accredited MSW program. Once completed, there is reciprocity and it need not be repeated.

16. At no time will the Institution field instructor be deemed a member of the University's faculty nor will the field instructor be deemed a servant, employee, or agent of the University. The field instructor will be a member of the Institution's staff for whom the Institution will retain responsibility.

17. The field instructor shall set aside at minimum one hour per week for individual conferences with the student under his/her supervision.

18. The field instructor shall be required to submit in writing an evaluation each semester on the dates and in the form specified by the University of each student under his/her supervision.

19. The field instructor will be available for a minimum of one virtual site visit per academic year.

20. The Institution shall not be required to supply uniforms, lodging, meals, or anything of value to the University, the students, or any University employee involved in the Program, except to make available to the student, at minimum, a desk, access to a

telephone, and appropriate facilities for the provision of services to the Institution's clients. Supplies, clerical services, and transportation costs relating to the Institution's provision of services will be provided by the Institution.

21. Field placement is an integral part of the student's academic program. Students in field placement shall at no time be deemed servants, agents or employees of the University, nor shall they be entitled to any fringe benefits, workers' compensation, New York State disability or other rights normally afforded to employees

22. It is understood that assigned students are not Institution employees and therefore, are not entitled to any Institution employee benefits, including but not limited to Social Security, Employment Compensation, or Worker's Compensation.

23. The University and the Institution will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"). For the purposes of FERPA, authorized representatives of the Institution may be considered University officials with a legitimate educational interest in the disclosure of personally identifiable information from the University's educational records for Students who participate in the Program.

24. Institution shall provide emergency health care or first aid care for any illness or injury to a Student while on the Institution's premises while fulfilling activities of the Institution, provided, however, that students are not afforded protection under Institution's worker's compensation or health insurance programs. The Student shall be responsible for his or her medical expenses, whether incurred at the Institution or elsewhere.

25. The University shall indemnify and hold the Institution harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the

University. To the extent permitted by law, the Institution shall indemnify and hold the University harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the Institution. This shall not be deemed a waiver of sovereign immunity or any other third party defense. The University and Institution will provide notice of claim to the other upon receipt. The University or Institution shall have full charge of the defense of any such claim, demand, or suit against them and the University and the Institution shall cooperate fully with each other in such defenses. The University and Institution, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the Defense of any such action. Each party shall furnish to the other certificates of insurance evidencing proof of applicable liability coverage.

26. The University shall maintain during the term of this Agreement a Professional Liability (E&O) insurance policy that covers claims alleging negligent acts of students which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with students' field placement under this Agreement. Said policy shall have an applicable limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, which coverage may be obtained through a combination of primary and excess limits. The University shall

maintain during the term of this Agreement general liability insurance with an applicable limit of One Million Dollars ($1,000,000) combined single limit. The University shall furnish the Institution with a certificate of insurance evidencing proof of such liability coverage.

27. Institution shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.

28. Students shall be responsible for securing their own medical care and accident insurance or shall be eligible dependents of another person's policies while participating in this Program.

29. Prior to beginning fieldwork placement, the University shall inform students of any special requirements of the Institution, including but not limited to, applicable physical examination, test and immunization requirements. The Institution shall inform the University of any such requirements sufficiently in advance of the beginning of fieldwork placement to allow students to comply with such requirements. Students subject to said applicable physical examination and test requirements shall obtain at their own cost and provide the Institution with proof of the following:

(a) a complete physical examination, and recorded medical history within the past year, of sufficient scope to ensure that the student is free from any health impairment which is of potential risk to patients or which might interfere with performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior ; and

(b) any and all immunizations and tests required by the Institution, including Hepatitis B vaccination if such student's assignment in the Institution may cause reasonably anticipated contact with blood or other potentially infectious materials.

30. The University shall inform the students that the Institution requires all students who have duties at the Institution which have potential for occupational exposure to blood borne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Institution by said students prior to the performance of their rotation at the Institution. The Institution shall

provide infection control training on blood borne pathogens to any student whose duties may cause them to have occupational exposure to blood borne pathogens. The Institution shall also provide to such students a copy of the Institution's written Exposure Control Plan.

31. The parties hereto mutually agree that at no time will they discriminate against any employee, applicant, patient, or student enrolled in their respective programs because of race, color, creed, religion, national origin, marital status, veteran status, age, sex, disability, gender, gender identity or expression, sexual orientation or handicap of qualified persons, within the meaning of, and subject to the conditions of applicable Federal and State law.

32. Notwithstanding any other provision in this Agreement, the Institution remains responsible for (a) ensuring that any services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and, (c) ensuring adherence to the plan of care established for clients of the Institution.

33. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

34. Any notices, requires, and demands thereunder shall be in writing and shall be sent certified mail, return receipt request; if to the University to:

Fordham University
Graduate School of Social Service
113 West 60th Street
New York, New York 10023-7479
Attn: Linda White-Ryan
Associate Dean of Academic Affairs

if to the Institution to:

Lexington-Fayette Urban
County Government

200 East Main Street
Lexington, KY 40507
Attn: Kristina Stambaugh

or to such other addresses or by such other means as the parties may mutually designate by written notice.

35. This Agreement contains the entire Agreement between the parties hereto with the respect to the matter contained herein and may not be changed, modified or terminated orally.

36. This Agreement shall be for an initial term commencing on the day and year first above written and terminating on April 29, 2025. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis without further notice by either party unless a written notice of termination shall have been sent by either party to the other sixty (60) days prior to the end of the initial term or prior to the end of any renewal term.

37. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have duly signed this Agreement on the day and year appearing opposite their respective signatures.

FORDHAM UNIVERSITY

DATE: 4/23/2024 By: Linda White-Ryan

Linda White-Ryan
Associate Dean of Academic Affairs

Lexington-Fayette Urban County Government

DATE: 5/16/2024 By: Linda Gorton

Linda Gorton, Mayor

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0440-24

File ID:	0440-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	236-2021	**In Control:**	Urban County Council
				File Created:	04/19/2024
File Name:	Change Order #2 with Element Design for additional professional services for the Phoenix Reimagined Construction Project			**Final Action:**	05/16/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250 for the new Contract total of $207,450. [Div. of Parks and Recreation, Conrad]

Notes: In office 5/3/2024. Please returned to Roger! MS stamped and filed in CCO. cpy returned to Roger Daman. 5/16 AA via pick up.

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Phoenix Element Change Order 2 Bluesheet Cover Memo Signed, Phoenix Element Change Order Contract - Signed, Phoenix- Fee Proposal Bidding & CA, 0440-24 Change Order Element Design v2 4872-7115-3849 v.1.docx, R-242-2024	**Enactment Number:**	R-242-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0440-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250 for the new

Contract total of $207,450. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute Change Order No. 2 with Element Design for additional professional services on LFUCG Phoenix Reimagined (Contract# 236-2021). The increased amount is $71,250.00 bringing the new Contract total to $207,145.00. Funds are Budgeted. (L0440-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 2614-707602-7221-91015

This Fiscal Year Impact: $71,250

Annual Impact:

Project: PHOENIX_PK_2024

Activity:

Budget Reference:

Current Balance: $3,000,000.00

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Central Purchasing

FROM: Monica Conrad, Director
Division of Parks and Recreation

DATE: 4/18/2024

SUBJECT: Change Order #2 with Element Design for additional professional services for the Phoenix Reimagined Construction Project.

Request
Authorization to Execute Change Order #2 with Element Design for additional professional services on LFUCG Phoenix Reimagined (Contract# 236-2021). The increased amount is $71,250.00 bringing the new contract total to $207,145.00.

This change order is to add Bidding & Negotiation and Construction / Contract Administration services to Element's scope and contract.

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

The cost for this FY is: $71,250.00
The cost for future FY is: $0.00

The funds are budgeted in:
Account numbers:

PROJECT	FUND	DEPT ID	SECTION	ACCOUNT	AMOUNT
PHOENIX_PK_2024/CONSTRUCT_CAP	2614	707602	7221	91015	$71,250.00
Total					$71,250.00

File Number: 0440-24

Director/Commissioner: Conrad/Ford

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	**April 18, 2024**	
	Project:	Phoenix Park Construction	
	Location:	Phoenix Park	
To (Contractor): Contractor's Name Contractor's Address	Contract No.	236-2021	
	Original Contract Amt.	$135,000.00	
	Cumulative Amount of Previous Change Orders	$1,200.00	
	Percent Change - Previous Change Orders		0.89%
	Total Contract Amount Prior to this Change Order	$136,200.00	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Design Consultant Additional Services - Bidding and Negotiation		$8,000.00	
2	Design Consultant Additional Services - Construction Administration		$63,250.00	
3				
4				
5				
6				
	Total decrease	$0.00		
	Total increase		$71,250.00	
	Net Amount of this Change Order	$71,250.00		
	New Contract Amount Including this Change Order	$207,450.00		
	Percent Change - This Change Order			52.78%
	Percent Change - All Change Orders			53.67%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Michelle Kosienski	(Project Manager)	Date	4/18/24
Reviewed / Accepted by:	(Consultant)	Date	4/19/24
Accepted by: N/A	(Contractor)	Date	
Approved by:	(Director)	Date	4/22/24
Approved by: N/A (Less than 5%)	(Commissioner)	Date	4/23/24
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date	

JUSTIFICATION FOR CHANGE	PROJECT: Phoenix Park Construction
	CONTRACT NO. 236-2021
	CHANGE ORDER #: 2

1. Project funding for construction has been secured and project construction is being advertised for bid, now requiring these additional design consultant professional services to assist with bidding & negotiation and provide construction / contract administration.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? ___Yes **X**__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: None

5. Has consent of surety been obtained? _X__Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? _X__Yes __No

   If "Yes", will the policies be extended? _X__Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

_____ Mayor

_____ Date

January 27, 2024

Michelle Kosieniak, Superintendent of Planning & Design
LFUCG Division of Parks and Recreation
RE: Professional services requested for Phoenix Park Reimagined.

Michelle-
As requested, Element Design has provided the following Fee Proposal for professional design and engineering services for the following additional services for Phoenix Park:

- Bidding & Negotiations (typically 5% of overall professional services)
- Construction / Contract Administration (typically 25% of professional services)

The fee proposal herein also includes professional services from our electrical engineer of record for Phoenix.
Breakout of services is as follows, based on a 4.6M construction scope assuming a 5.5% fee schedule for Construction / Contract Administration:

Bidding & Negotiations (site/civil and electrical if needed):

- Coordinate with LFUCB Purchasing
- Attend pre-bid meeting or site meeting
- Respond to bidder questions
- Draft addenda as needed
- Attend bid opening
- Review bids / references
- Provide Recommendations

Fee for Bidding & Negotiations = $8,000

Construction / Contract Administration (site/civil and electrical):

- Coordinate with LFUCG Parks and General Contractor for DPO items
- Attend and provide field reports (2x / month) for total 8 month construction period
- Respond to field questions, review issues
- Provide and issue construction clarifications and changes (LFUCG to write Change Orders per their policy)
- Review shop drawings / submittals
- Review pay applications
- Provide Substantial Completion and Final Completion Punchlists
- Provide Record Drawings
- Warranty Review

Fee for Contract Administration = $63,250
Total Proposed Fee = $71,250

Please let me know if you have any questions or comments.
Ramona Fry, RLA, ASLA, LEED AP BD+C
Principal
Element Design

366 South Broadway
Lexington, Kentucky 40508
859.389.6533

1018 East Jefferson Street
Louisville, Kentucky 40206
www.element-site.com

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #2 TO CONTRACT # 236-2021 WITH ELEMENT DESIGN FOR ADDITIONAL PROFESSIONAL SERVICES ON LFUCG PHOENIX REIMAGINED, IN THE INCREASED AMOUNT OF $71,250.00 FOR THE NEW CONTRACT TOTAL OF $207,450.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order #2, which is attached hereto and incorporated herein by reference, to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250.00 for the new contract total of $207,450.00.

Section 2 – That an amount, not to exceed $71,250.00, be and hereby is approved for payment to Element Design, from account # 2614-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0440-24:CWE:4872-7115-3849, v. 1

RESOLUTION NO. 242 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #2 TO CONTRACT # 236-2021 WITH ELEMENT DESIGN FOR ADDITIONAL PROFESSIONAL SERVICES ON LFUCG PHOENIX REIMAGINED, IN THE INCREASED AMOUNT OF $71,250.00 FOR THE NEW CONTRACT TOTAL OF $207,450.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order #2, which is attached hereto and incorporated herein by reference, to Contract # 236-2021 with Element Design for additional professional services on LFUCG Phoenix Reimagined, in the increased amount of $71,250.00 for the new contract total of $207,450.00.

Section 2 – That an amount, not to exceed $71,250.00, be and hereby is approved for payment to Element Design, from account # 2614-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0440-24:CWE:4872-7115-3849, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0445-24

File ID:	0445-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/19/2024
File Name:	Release of Easement Bizzell Drive			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an easement release, releasing a sanitary sewer easement on the property located at 649 Bizzell Dr. [Div. of Water Quality, Martin]

Notes: In office 4/26/2024. MS
signed and given back to Christina King via interoffice- awaiting recorded deed for records. 5.21 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Blue Sheet, Bizzell649, bzl17, RESO 445-24-Release of easement 649 Bizzell 4879-9490-7580 v.1.docx, R-243-2024	**Enactment Number:**	R-243-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0445-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an easement release, releasing a sanitary sewer easement on the property located at 649 Bizzell Dr. [Div. of Water Quality, Martin]

Summary

Authorization to execute a release of a Sanitary and Force Main Easement at 649 Bizzell

Drive. The easement is no longer needed. No Budgetary impact. (L0445-24) (Martin/Albright)

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: April 18, 2024

SUBJECT: RELEASE OF A SANITARY AND A FORCE MAIN EASEMENT AT 649 BIZZELL DRIVE

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 and a force main easement at 649 Bizzell Drive.

Purpose of Request
The easement is no longer needed because the facilities in the easement will be removed or safe loaded.

Project Cost in FY24
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
E. Thompson, 04/18/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov


EASEMENTS LOCATION
OLD FRANKFORT PIKE
WEST NEW
CIRCLE ROAD

EASEMENT RELEASE

THIS EASEMENT RELEASE, hereinafter, "**Release**", is made and entered into on this _____ day of _____, 2024, by and between INNOVATIVE HOLDINGS, LLC, a Kentucky limited liability company with its principal office at 649 Bizzell Drive, Lexington, KY 40510, hereinafter, "**First Party**"; and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 East Main Street, Lexington, Kentucky, 40507, being the successor to Fayette County, Kentucky and City of Lexington, a Municipal Corporation, hereinafter, "**Second Party**."

WITNESSETH

WHEREAS, First Party is the owner of a tract of real property known as 649 Bizzell Drive, Lexington, Kentucky (the "**Property**"), which is more particularly described as:

> 649 Bizzell Drive, Lexington, KY 40510
> PVA Parcel No.: 15468525
>
> Being all of Parcels 1 and 2 as shown on the Consolidation Minor Subdivision Plat of Electronics Park Subdivision, Unit One, Lots 57-68, Lexington, Fayette County, Kentucky, as shown of record in Plat Cabinet N, Slide 191 in the office of the Fayette County Clerk; said premises being known and designated as 649 Bizzell Drive, Lexington, Kentucky; and
>
> Being the same property conveyed to Innovative Holdings, LLC, a Kentucky limited liability company from WRC1, LLC, a Delaware limited liability company, by General Warranty Deed dated January 8, 2021, and of record in Deed Book 3815, Page 463, in the office of the Fayette County Clerk.

WHEREAS, Second Party is the beneficiary of a 10-foot wide sanitary sewer easement, over and upon a portion of the Property, as granted pursuant to Deed Book 787, Page 172, which easement is described therein as:

> BEGINNING at a point in the Electronics Park, Inc. and Charlie and Nettie Traugott property line, said point being 200 feet measured in a northeasterly direction along said property line from the Electronics Park, Inc., Charlie and Nettie Traugott, and Semicon Associates, Inc. property corner; thence, across the property of Electronics Park, Inc., S. 68 deg. 20 min. E. 542 feet, more or less; thence, N. 21 deg. 40min. E. 592 feet, more or less; thence, S. 60 deg. 20 min. E. 295 feet, more or less, to a point in the Electronics Park, Inc. and Fayette County property line, said point

having 754 feet measured in a northeasterly direction along said property line from the Electronics Park, Inc. Fayette County and New Circle Road right-of-way property corner; being upon and across a part of the same property conveyed to Electronics Park, Inc., a Kentucky Corporation, from Lovell & Hart, Inc., a Kentucky Corporation, as recorded in the office of the Fayette County Clerk in Deed Book 769, Page 4, dated July 25, 1960.

It is understood that the above description is the centerline of the easement hereby conveyed, but that the easement extends five feet on either side of the centerline.

and which portion of the easement over and upon the Property is depicted as extending five feet on either side of the 497.67' boundary line of Lots 60 and 61 on the Consolidation Minor Subdivision Plat of Electronics Park Subdivision, Unit One, Lots 57-68, Lexington, Fayette County, Kentucky, as shown of record in Plat Cabinet N, Slide 191 (the "**Sanitary Sewer Easement**");

WHEREAS, Second Party is the beneficiary of a 12-foot wide force main easement, over and upon a portion of the Property, which extends six feet (6') on either side of the 497.67' boundary line of Lots 60 and 61 as depicted on the Record Plat of Electronics Park Subdivision Unit One, as shown of record in Plat Cabinet C, Slide 675, and on the Consolidation Minor Subdivision Plat of Electronics Park Subdivision, Unit One, Lots 57-68, Lexington, Fayette County, Kentucky, as shown of record in Plat Cabinet N, Slide 191 (the "**Force Main Easement**");

WHEREAS, the each of the Sanitary Sewer Easement and Force Main Easement are no longer in use and are abandoned; and

WHEREAS, First Party is requesting Second Party to fully, finally, totally release the Second Party's right, title and interest in and to the Sanitary Sewer Easement, said area being more particularly described as:

Beginning at a point in the right-of-way of Bizzell Drive (P.O.B.), said point being the northeastern corner of the subject parcel, thence along the ROW line; S 28° 15' 00" W for 95.00' to the TRUE POINT OF BEGINNING of the Easement Release, thence N 61° 45' 14" W for 497.56' to a point, thence S 25° 21' 00" W for 10.01' to a point, thence S 61° 45' 14" E for 497.05' to a point, thence N 28° 15' 00" E for 10.00' to the point of beginning. This Easement Release Area contains 4,973.1 Square Feet. Bearings and distances based on the Plat of Record for the subject parcel (PC N, SL 191).

and as depicted as the cross-hatched area on the drawing attached hereto as **Exhibit A** (the "**Sanitary Sewer Easement Release Area**").

WHEREAS, First Party is requesting Second Party to fully, finally, totally release the Second Party's right, title and interest in and to the Sanitary Sewer Easement and the Force Main Easement, said areas as being more particularly described as:

Beginning at a point in the right-of-way of Bizzell Drive (P.O.B.), said point being the northeastern corner of the subject parcel, thence along the ROW line; S 28° 15' 00" W for 94.00' to the TRUE POINT OF BEGINNING of the Easement Release, thence N 61° 45' 14" W for 497.61' to a point, thence S 25° 21' 00" W for 12.02' to a point, thence S

61° 45' 14" E for 497.00' to a point, thence N 28° 15' 00" E for 12.00' to the point of beginning. This Easement Release Area contains 5,967.7 Square Feet. Bearings and distances based on the Plat of Record for the subject parcel (PC N, SL 191).

And as depicted as the cross-hatched area on the drawing attached hereto as **Exhibit B** (the "**Force Main Easement Release Area**")

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the receipt and sufficiency of consideration being hereby acknowledged, it is agreed by and between the parties hereto as follow:

Second Party hereby consents and does fully, finally, and totally releases any and all of its right, title, and interest in and to the Sanitary Sewer Easement, the Sanitary Sewer Easement Release Area, the Force Main Easement, and the Force Main Easement Release Area over and upon the Property as described above.

[SIGNATURE AND NOTARY BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Release on this the day and year first written above.

FIRST PARTY:
INNOVATIVE HOLDINGS, LLC, a Kentucky limited liability company:

By: _____
Jeff Metze, its authorized Member

Commonwealth of Kentucky)
County of Fayette)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of MARCH, 2024, by Jeff Metze, authorized member of Innovative Holdings, LLC, a Kentucky limited liability company, on behalf of the company.

_____
Name: JESSICA CORNETT
Notary Public, State-At-Large
My commission expires: 5/2/2024

JESSICA CORNETT NOTARY PUBLIC ID KYNP6680 MY COMMISSION EXPIRES 5/2/2024 STATE AT LARGE, KY.

SECOND PARTY:
Lexington-Fayette Urban County Government

By: _____
Name: _____
Its: _____

Commonwealth of Kentucky)
County of Fayette)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this __ day of _____ 2024, by _____, the _____ of the Lexington Fayette Urban County Government, on behalf of the government.

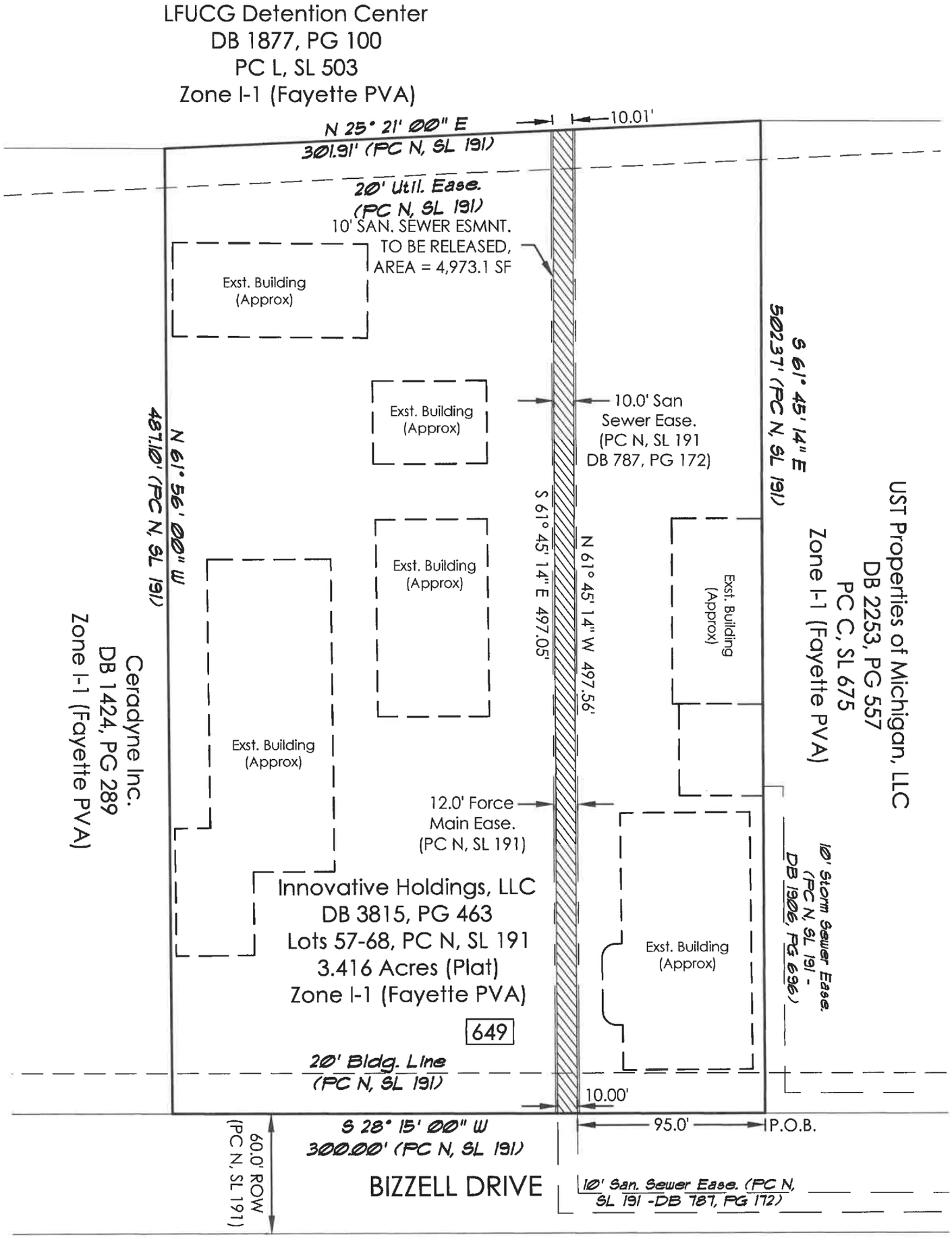
_____
Name: _____
Notary Public, State-At-Large
My commission expires: _____

Prepared By:

_____
Christopher P. Farris
Billings Law Firm, PLLC
145 Constitution Street
Lexington, Kentucky 40507

EXHIBIT A

Sanitary Sewer Easement Release Area



0 60' 120'

GRAPHIC SCALE
1" = 60'

1) THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED FOR THE BASIS OF SALE.
2) ALL DISTANCES SHOWN ARE BASED ON THE PLAT OF RECORD, PC N, SL 191. NO FIELD SURVEYING WAS PERFORMED BY MLH CIVIL

N
Approx.

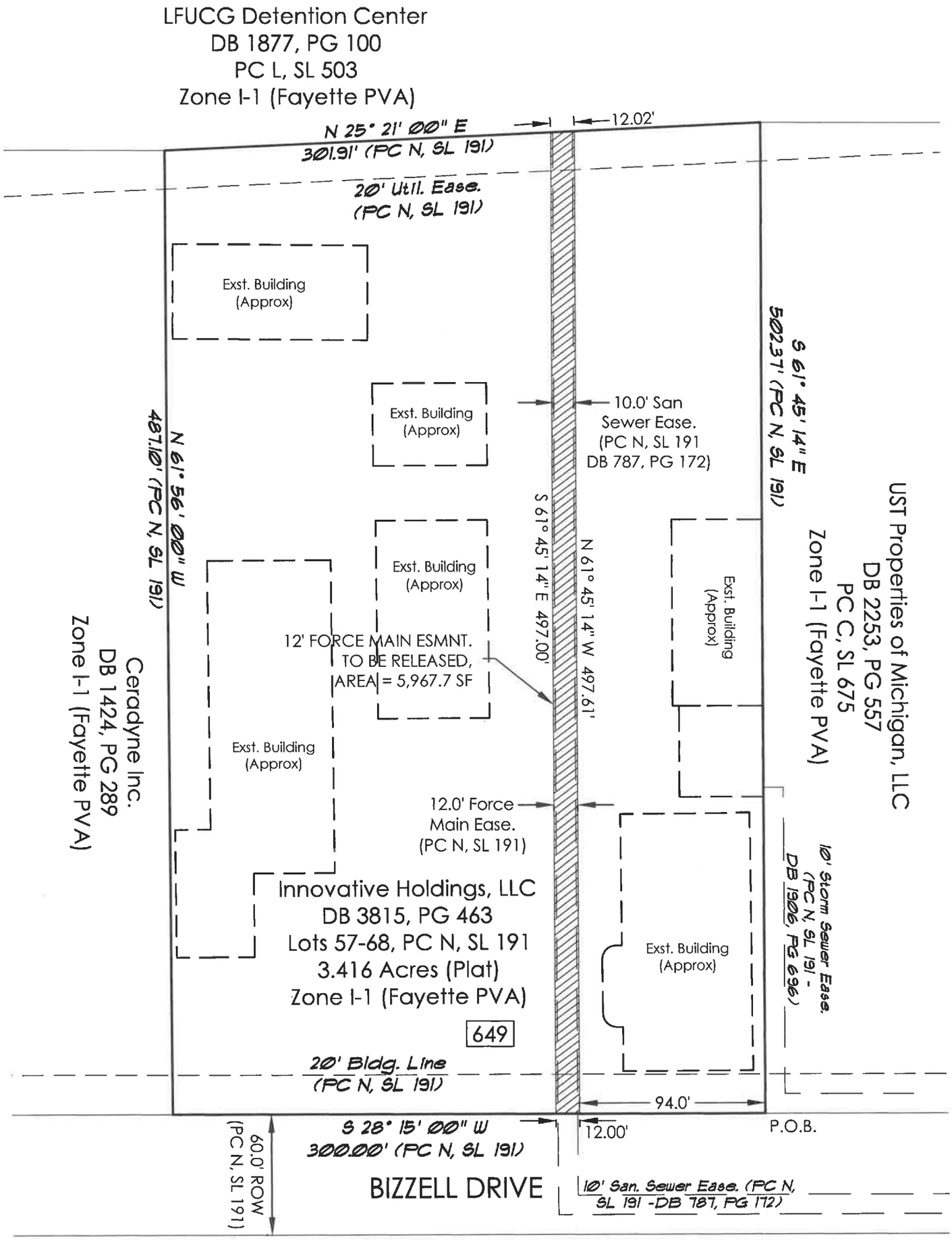
EXHIBIT A

John W. Hunt PE #22843, PLS #3785

DRAWING EX-1.0 1 OF 2	DATE 15 APR 2024 FILE IDS2301AA DRAWN JWH	OVERVIEW - 10' SAN. SEWER RELEASE 649 BIZZELL DRIVE INNOVATIVE HOLDINGS, LLC 649 BIZZELL DRIVE LEXINGTON, KY	MLH CIVIL	MLH CIVIL ENGINEERS, PLLC PO BOX 910379 LEXINGTON KY 40591 john@mlhcivil.com PH/FAX 859-219-1066 CELL 859-552-4103

EXHIBIT B

Force Main Easement Release Area



0 60' 120'

GRAPHIC SCALE
1" = 60'

1) THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED FOR THE BASIS OF SALE.
2) ALL DISTANCES SHOWN ARE BASED ON THE PLAT OF RECORD, PC N, SL 191. NO FIELD SURVEYING WAS PERFORMED BY MLH CIVIL

N
Approx.

EXHIBIT B

John W. Hunt PE #22843, PLS #3785

DRAWING	DATE	OVERVIEW - 12' FORCE MAIN RELEASE		MLH CIVIL ENGINEERS, PLLC
EX-1.1	15 APR 2024	649 BIZZELL DRIVE		PO BOX 910379
2 OF 2	FILE DS2301AA	INNOVATIVE HOLDINGS, LLC	MLH CIVIL	LEXINGTON KY 40591
	DRAWN JWH	649 BIZZELL DRIVE		john@mlhcivil.com
		LEXINGTON, KY		PH/FAX 859-219-1066
				CELL 859-552-4103

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EASEMENT RELEASE, RELEASING A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 649 BIZZELL DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Easement Release, which is attached hereto and incorporated herein by reference, releasing a sanitary sewer easement on the property located at 649 Bizzell Drive.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0445-24:EPT:4879-9490-7580, v. 1

RESOLUTION NO. 243 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EASEMENT RELEASE, RELEASING A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 649 BIZZELL DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Easement Release, which is attached hereto and incorporated herein by reference, releasing a sanitary sewer easement on the property located at 649 Bizzell Drive.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0445-24:EPT:4879-9490-7580, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0448-24

File ID:	0448-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	137-2024	**In Control:**	Urban County Council
				File Created:	04/19/2024
File Name:	Bluesheet 24-0042			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions for the Div. of Human Resources, at a cost not to exceed $10,000 in the Fiscal Year 2025, to increase no more than 5% upon renewal which shall be subject to the appropriation of funds; effective upon passage of Council. [Div. of Human Resources, George]

Notes: stamped and filed in CCO. copy scanned back to alana in HR 5.29 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Bluesheet Memo 24-0042, Agreement, RESO 0448-24- Salary.com Agreement 4854-4730-5145 v.1.docx, R-244-2024, Contract #137-2024	**Enactment Number:**	R-244-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0448-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions for the Div. of Human Resources, at a cost not to exceed $10,000 in the Fiscal Year 2025, to increase no more than 5% upon renewal which shall be subject to the appropriation of funds; effective

upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to execute a Salary Data Agreement between Salary.com and the Lexington-Fayette Urban County Government for salary research and salary studies for all classified and unclassified positions within LFUCG. The cost is not to exceed $10,000 and funds are included in the FY 2025 Mayor's Proposed Budget. (L0448-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens April 19, 2024

Risk Management: NA

Fully Budgeted: Funds are included in the FY 2025 Mayor's Proposed Budget

Account Number: 1101-160501-1911-77802

This Fiscal Year Impact: $10,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $20,000.00 in FY25 MPB

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: April 18, 2024

SUBJECT: **Salary Data Agreement – Salary.com**

Request:
The attached action authorizes a Salary Data Agreement between Salary.com and the Lexington-Fayette Urban County Government for salary research and salary studies for all classified and unclassified positions within LFUCG.

What is the cost in this budget year and future budget year?
The cost is not to exceed $10,000 and funds are included in the FY 2025 Mayor's Proposed Budget. (1101-160501-1911-77802).

File Number: 0448-24

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

200 East Main St., Lexington, KY 40507 / 859.258.3030 Phone / 859.258.3059 Fax / lexingtonky.gov

Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer:	Lexington-Fayette Urban County Government	**Order Type:**	Renewal
Number of FTEs:	1,500	**Total Annual Price:**	USD 10,000.00
Subscription Start Date:	Jul 1, 2024	**Subscription End Date:**	Jun 30, 2025

Subscription Service	**Term (Months)**
CompAnalyst Market Data - US	12
	Total Annual Price: USD 10,000.00

Billing Information:

- **FTE:** 1,500
- **Payment Term:** Due On Receipt
- **Invoice Frequency:** Annually
- **Special Billing Instructions:** N/A
- **PO (if required):**

Renewals: This order renews for additional 12 month period, unless either party provides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Salary provides Customer notice of different pricing at least 60 days prior to the applicable renewal term.

Terms: This Order is governed by the terms of the Data Subscription Agreement (the "DSA") located at https://www.salary.com/legal/dsa, the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Customer Billing Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Account Executive: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Account Manager: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Lexington-Fayette Urban County Government

Signed: _____

By Name: _____

Title: _____

Date: _____

Salary.com, LLC:

Signed: _____

By Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SALARY DATA AGREEMENT WITH SALARY.COM FOR ACCESS TO SALARY RESEARCH AND SALARY STUDIES FOR ALL CLASSIFIED AND UNCLASSIFIED POSITIONS FOR THE DIVISION OF HUMAN RESOURCES, AT A COST NOT TO EXCEED $10,000.00 IN THE FISCAL YEAR 2025, TO INCREASE NO MORE THAN 5% UPON RENEWAL WHICH SHALL BE SUBJECT TO THE APPROPRIATION OF FUNDS; EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Division of Human Resources.

Section 2 – That an amount not to exceed $10,000.00, be and hereby is approved for payment to Salary.com, from account # 1101-160501-77802 in FY 2025, pursuant to the terms of the Salary Data Agreement, increasing at a rate of no more than 5% upon renewal which shall be subject to the appropriation of sufficient funds.

Section 3 – That this Resolution shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0448-24:GET:4854-4730-5145, v. 1

RESOLUTION NO. 244 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SALARY DATA AGREEMENT WITH SALARY.COM FOR ACCESS TO SALARY RESEARCH AND SALARY STUDIES FOR ALL CLASSIFIED AND UNCLASSIFIED POSITIONS FOR THE DIVISION OF HUMAN RESOURCES, AT A COST NOT TO EXCEED $10,000.00 IN THE FISCAL YEAR 2025, TO INCREASE NO MORE THAN 5% UPON RENEWAL WHICH SHALL BE SUBJECT TO THE APPROPRIATION OF FUNDS; EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Division of Human Resources.

Section 2 – That an amount not to exceed $10,000.00, be and hereby is approved for payment to Salary.com, from account # 1101-160501-77802 in FY 2025, pursuant to the terms of the Salary Data Agreement, increasing at a rate of no more than 5% upon renewal which shall be subject to the appropriation of sufficient funds.

Section 3 – That this Resolution shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0448-24:GET:4854-4730-5145, v. 1

salary.com™
Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer:	Lexington-Fayette Urban County Government	**Order Type:**	Renewal
Number of FTEs:	1,500	**Total Annual Price:**	USD 10,000.00
Subscription Start Date:	Jul 1, 2024	**Subscription End Date:**	Jun 30, 2025

Subscription Service
CompAnalyst Market Data - US

Term (Months)
12
Total Annual Price: USD 10,000.00

Billing Information:

- **FTE:** 1,500
- **Payment Term:** Due On Receipt
- **Invoice Frequency:** Annually
- **Special Billing Instructions:** N/A
- **PO (if required):**

Renewals: This order renews for additional 12 month period, unless either party provides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Salary provides Customer notice of different pricing at least 60 days prior to the applicable renewal term.

Terms: This Order is governed by the terms of the Data Subscription Agreement (the "DSA") located at https://www.salary.com/legal/dsa, the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Customer Billing Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Account Executive: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Account Manager: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Lexington-Fayette Urban County Government
Signed: Linda Gorton
By Name: Linda Gorton
Title: Mayor
Date: 5/29/2024

Salary.com, LLC:
Signed:
By Name: Hayden Tamara
Title: Associate Counsel
Date: 04/22/24

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0449-24

File ID:	0449-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	306-2022	**In Control:**	Urban County Council
				File Created:	04/19/2024
File Name:	Request Council authorization to execute Contract Modification No. 1 with Strand Associates Inc. for additional design services for the Brighton Trail Connection project. The change order is for $12,658 and will increase the contract to $116,310.			**Final Action:**	05/16/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for additional design services for Brighton Trail Connection, increasing the Contract price by the sum of $12,658, from $103,652 to $116,310. [Div. of Engineering, Burton]

Notes: stamped and filed in CCO. copy given back to celia 5.21 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	24-Blue Sheet Memo Brighton Trail, 2024-4-15 Brighton Trail Connection CM No. 1 (For Mayor's Signature), 449-24 change order brighton trail 4866-2418-4504 v.1.docx, R-245-2024	**Enactment Number:**	R-245-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
2	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
2	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0449-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for additional design services for Brighton Trail Connection, increasing the Contract price by the sum of $12,658,

from $103,652 to $116,310. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 1 with Strand Associates Inc. for additional design services for the Brighton Trail Connection project to prepare a FEMA Letter of Map Revision to document floodplain changes. The Change Order is for $12,658, increasing the Contract to $116,310. Funds are Budgeted. (L0449-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 4/17/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-303202-3225-90313

This Fiscal Year Impact: $12,658.00

Annual Impact: $0

Project: AR_BRGHTN_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: $28,848.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE : **APRIL 19, 2024**

SUBJECT: **Authorization to Execute Contract Modification No. 1 for Brighton Trail Connection**

Request: Council authorization to execute Contract Modification No. 1 with Strand Associates Inc. for additional design services for the Brighton Trail Connection project. The change order is for $12,658 and will increase the contract to $116,310.

Purpose of Request: The LFUCG Division of Engineering needs this action to prepare a FEMA Letter of Map Revision to document floodplain changes resulting from the construction of a stream crossing for the trail. The change order will also remove unused environmental services from the original contract. Details of the changes are shown in the attached Change Order forms.

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

The cost for this FY is: $12,658.00
The cost for future FY is: N/A

Are the funds budgeted? Yes, 3230-303202-3225-90313 AR_BRGHTN_2022

File Number: 0449-24

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION
Page 1 of 2

Date:	March 4, 2024	
Project:	Brighton Trail Connection	
Location:	2515 & 2789 Liberty Rd.	

To (Contractor):
Strand Associates Inc.
651 Perimeter Dr.
Lexington, KY 40517

Contract No.	306-2022	
Original Contract Amt.	$103,652.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$103,652.00	
Contract Mod No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
	Terrestrial and Aquatic Overview	$7,932.00	
	Phase 1 Archaeological Study	$14,410.00	
	Letter of Map Revision		$35,000.00
	Total decrease	$22,342.00	
	Total increase		$35,000.00
	Net Amount of this Change Order	$12,658.00	
	New Contract Amount Including this Change Order	$116,310.00	
	Percent Change - This Change Order		12.21%
	Percent Change - All Change Orders		12.21%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by _____ (Proj. Engr.) Date 4/4/24
Accepted by _____ (Contractor) Date 4/11/24
Approved by _____ (Director) Date 4/12/24
Approved by _____ (Commissioner) Date 4/15/24
Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Brighton Trail Connection
	CONTRACT NO.: 306-2022
	CONTRACT MOD: 1

1. Necessity for change: To prepare a FEMA Letter of Map Revision for the stream crossing and to remove unneeded environmental services from the original contract.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

CONTRACT HISTORY FORM

CM #1

Project Name: **Brighton Trail Connection**

Contractor: **Strand Associates Inc.**

Contract Number and Date: **306-2022** **December 7, 2022**

Responsible LFUCG Division: **Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount:	$	103,652.00	
Next Lowest Bid Amount: NA			
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$		
D. Amended Contract Amount:	$	103,652.00	
E. Cumulative Amount of All Previous Change Orders:	$	0.00	0.0% (Line E / Line D)
F. Amount of This Change Order:	$	12,658.00	12.2% (Line F / Line D)
G. Total Contract Amount:	$	116,310.00	

SIGNATURES

Project Manager: _____ Date: 4/4/24

Reviewed by: _____ Date: 04/04/24

Division Director: _____ Date: 4/12/24

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: W. Douglas Burton, Director
Division of Engineering

DATE: March 4, 2024

SUBJECT: Contract Modification No. 1 for Brighton Trail Connection

Request

Authorization for:

The Mayor to sign Contract Modification No. 1 with Strand Associates Inc. for additional design services for the Brighton Trail Connection project. The change order is for $12,658 and will increase the contract to $116,310.

Why are you requesting?

The LFUCG Division of Engineering needs this action to prepare a FEMA Letter of Map Revision to document floodplain changes resulting from the construction of a stream crossing for the trail. The change order will also remove unused environmental services from the original contract. Details of the changes are shown in the attached Change Order forms.

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

The cost for this FY is: $12,658.00
The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted in: 3230-303202-3225-90313 AR_BRGHTN_2022

File Number:

Director/Commissioner: Burton/Albright

101 East Vine St., Suite 400, Lexington, KY 40507 / 859.258.3410 Phone / 859.258.3458 Fax / lexingtonky.gov

Brighton Trail Connection
Scope of Services

The basic services outlined in this Scope of Services document includes the preliminary and final design for approximately 1,850 feet of a shared use trail connecting the existing trail within Liberty Park to the existing sidewalk along Liberty Road approximately 500 feet north of the Liberty Elementary school entrance.

Base Scope of Services

CONSULTANT will provide the following Services to OWNER:

A. Survey

1. Establish survey control including temporary benchmarks for use during construction.
2. Research the Liberty Park and adjacent deeds and plats available at the Fayette County Clerk's Office.
3. Locate boundary monuments found during the topographic survey.
4. Conduct topographic survey for the following areas:
    a. Up to 2,000 linear feet along the anticipated shared use trail.
    b. Up to 400 linear feet along the unnamed tributary to the I-75 Tributary.

B. Preliminary Design

1. Provide the following trail drawings:
    a. Typical sections
    b. Plan and profiles
    c. Tree plantings
    d. Cross sections
2. Conduct a tree inventory survey for trees within the limits of the preliminary disturbance area.
3. Contact utility providers to obtain facility maps, access anticipated impacts, and review avoidance measures.
4. Prepare hydraulic model containing both the new stream crossing and existing downstream crossing.
    a. Prepare a GeoHEC-RAS model with existing conditions scenario, proposed conditions scenario, and proposed culvert cross sections and profile.

Allowance Scope of Services

CONSULTANT will provide the following Services to OWNER, if requested and authorized in writing by OWNER's Representative.

A. Terrestrial and Aquatic Overview

1. Delineate wetland areas in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987 and the April 2012 Eastern Mountains and Piedmont Region Supplement Manual (Version 2.0).

2. Evaluate jurisdictional streams ordinary high-water mark, defined bed and bank features, and flow regime.

3. Assess stream habitat and quality using the Rapid Bioassessment Protocol (RBP), developed by the United States Environmental Protection Agency and modified for use in Kentucky by the Kentucky Division of Water.

4. Provide field survey using global positioning system equipment for wetland boundaries, streams, RBP locations, and wetland data points.

5. Identify threatened and endangered species of concern of the habitat required for the species of concern.

6. Prepare a Terrestrial and Aquatic Overview Report summarizing the findings.

B. Phase 1 Archaeological Survey

1. Conduct a review of records available at the Office of State Archaeology of the project area and include a two-kilometer buffer.

2. Conduct a field investigation consisting of a survey of the proposed surface disturbance area following standard archaeological methods (i.e., a pedestrian and shovel test survey). The field investigation includes up to 40 shovel test probes (STP) and up to six deep/auger STPs; up to one archaeological site will be recorded, as appropriate.

3. Submit a digital copy of the draft report for OWNER, KYTC, and the Kentucky Heritage Council State Historic Preservation Office.

4. Incorporate review comments, as appropriate, into the final document and submit up to three hard copies and one digital copy of the final report. Upon approval of the Phase 1 report, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the requirements of the federally-accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington.

Thomas Clements

From: Parise, Zachary <Zachary.Parise@strand.com>
Sent: Friday, February 9, 2024 10:39 AM
To: Thomas Clements; Wright, Chase
Subject: RE: Brighton Letter of Map Revision

You don't often get email from zachary.parise@strand.com. Learn why this is important
[EXTERNAL] Use caution before clicking links and/or opening attachments.

Thomas,

Chase has asked me to send our fee to you all.

The exact scope language may change slightly after our agreement review team looks at it. Let me know if you have any questions or comments.

Additional Scope of Work

FEMA Letter of Map Revision ($35,000)

1. Conduct topographic as-built field survey of approximately 0.25 acre area defined by the 10'x3' culvert. 110 feet upstream and downstream of the culvert and 80 feet wide along the channel.
2. Update hydraulic model to include the as-built survey information and prepare model for submittal to FEMA.
3. Prepare FEMA MT-2 form with associated model output, mapping and required attachments.
4. Provide up to 20 hours for responding to FEMA questions and preparing for resubmittal requested modifications to model or mapping.
5. FEMA application fee is included in ENGINEERS compensation.

Services anticipated to be completed by December 19, 2025.

Thanks!

Zachary Parise
STRAND

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STRAND ASSOCIATES INC., FOR ADDITIONAL DESIGN SERVICES FOR BRIGHTON TRAIL CONNECTION, INCREASING THE CONTRACT PRICE BY THE SUM OF $12,658.00, FROM $103,652.00 TO $116,310.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Contract with Strand Associates Inc., for additional design services for Brighton Trail connection, increasing the contract price by the sum of $12,658.00, from $103,652.00 to $116,310.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0449-24:MRS:4866-2418-4504, v. 1

RESOLUTION NO. 245 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STRAND ASSOCIATES INC., FOR ADDITIONAL DESIGN SERVICES FOR BRIGHTON TRAIL CONNECTION, INCREASING THE CONTRACT PRICE BY THE SUM OF $12,658.00, FROM $103,652.00 TO $116,310.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Contract with Strand Associates Inc., for additional design services for Brighton Trail connection, increasing the contract price by the sum of $12,658.00, from $103,652.00 to $116,310.00.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0449-24:MRS:4866-2418-4504, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0450-24

File ID:	0450-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	145-2024	**In Control:**	Urban County Council
				File Created:	04/19/2024
File Name:	Request Council authorization to execute Professional Services Agreements with Eva Harrison to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2024.			**Final Action:**	05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute a Professional Services Agreement with Eva Harrison as a Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program for Fiscal Year 2024, at a cost not to exceed $72,167. [Div. of Police, Weathers]

Notes: stamped and filed in CCO- copies given back to Celia 6.10 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	24 - Blue Sheet Memo SANE Agreement, 24-Eva Harrison Agreement, RES 0450-24 (SANE Nurse PSA) 4889-2435-6537 v.1.docx, R-246-2024, Contract #145-2024	**Enactment Number:**	R-246-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
2	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
2	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0450-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute a Professional Services Agreement with Eva Harrison as a

Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program for Fiscal Year 2024, at a cost not to exceed $72,167. [Div. of Police, Weathers]

Summary

Authorization to execute a Professional Services Agreement with Eva Harrison to serve as Sexual Assault Nurse Examiner on an "on-call" basis for the performance of forensic examinations in 2024, with an estimated cost of $72,167. Funds are Budgeted. (L0450-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 11/28/2023

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299- $57,167.00
3140-505506-5561-71217 - $15,000.00

This Fiscal Year Impact: $72,167.00 for all nurses

Annual Impact: $0

Project: SANE_2024 and SANE3_2024

Activity: FED_GRANT and STA_GRANT

Budget Reference: 2024

Current Balance: $72,167 Budgeted for all nurses

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 19, 2024**

SUBJECT: **Professional Services Agreement: Sexual Assault Nurse Examiner Program for Fiscal Year 2024**

Request: Council authorization to execute Professional Services Agreements with Eva Harrison to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2024.

Purpose of Request: The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault with more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant funded project is contracting with certified Sexual Assault Nurse Examiners (S.AN.E.s) to serve on-call twenty-four hours a day to respond to calls for examinations at Saint Joseph Hospital. The Professional Services Agreement is for the period of May 16, 2024 through December 31, 2024, and outline the responsibilities and compensation.

What is the cost in this budget year and future budget years? $72,167 is estimated for FY24. Future budget years are dependent on available grant funds.

Are the funds budgeted? Funds for these services are budgeted as follows:

FUND	DEPT ID	SECTION	PROJECT	ACTIVITY	BUD REF	ACCT	AMOUNT
3140	505506	5561	SANE_2024	FED_GRANT	2024	71299	$57,167.00
3140	505506	5561	SANE3_2024	STA_GRANT	2024	71217	$15,000.00

The funds budgeted in SANE_ 2024 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance and court appearances. The funds budgeted in SANE3_2024 are for payment of nurses for forensic examinations. These funds come from the State's Crime Victims Compensation Board.

File Number: 0450-24

Director/Commissioner: Weathers/Armstrong

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of_____, 2024, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Eva Harrison, _____, _____, KY _____ (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor $72.00 for each scheduled "on-call" period. An "on-call period" is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.

2. Government agrees to pay Contractor at the rate of $250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.

3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of $100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police's general fund budget.

4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of $120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.

6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of $150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.

2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.

3. Contractor agrees to respond to a page within ten minutes and to report to the Saint Joseph Health System emergency room within a reasonable amount of time after receiving a page.

4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the Saint Joseph Health System, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.

5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.

6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million ($1,000,000) Dollars per occurrence and Four Million ($4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and

licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.

9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.

10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.

11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from May 16, 2024, through December 31, 2024.

2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.

4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.

5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

   Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

   a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CONTRACTOR

BY: _____
Eva Harrison

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EVA HARRISON AS A SEXUAL ASSAULT NURSE EXAMINER, TO PROVIDE ON-CALL FORENSIC EXAMINATIONS AND SERVICES UNDER THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM FOR FISCAL YEAR 2024, AT A COST NOT TO EXCEED $72,167.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Professional Services Agreement, which is attached hereto and incorporated herein by reference, with Eva Harrison, as a Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program, at a cost not to exceed $72,167.00.

Section 2 - That an amount, not to exceed $72,167.00, be and hereby is approved for payment to Eva Harrison, from accounts #3140-505506-5561-71299 ($57,167.00) and #3140-505506-5561-71217 ($15,000.00), pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0450-24:ANB:4889-2435-6537, v. 1

RESOLUTION NO. 246-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EVA HARRISON AS A SEXUAL ASSAULT NURSE EXAMINER, TO PROVIDE ON-CALL FORENSIC EXAMINATIONS AND SERVICES UNDER THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM FOR FISCAL YEAR 2024, AT A COST NOT TO EXCEED $72,167.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Professional Services Agreement, which is attached hereto and incorporated herein by reference, with Eva Harrison, as a Sexual Assault Nurse Examiner, to provide on-call forensic examinations and services under the Sexual Assault Nurse Examiner Program, at a cost not to exceed $72,167.00.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0450-24:ANB:4889-2435-6537, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 27 day of MAY, 2024, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Eva Harrison, 2151 Meeting Street, Apartment 10203 Lexington, KY 40509 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

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4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

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SECTION II

OBLIGATIONS OF CONTRACTOR

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2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.

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5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.

6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million ($1,000,000) Dollars per occurrence and Four Million ($4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

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licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.

9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.

10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.

11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from May 16, 2024, through December 31, 2024.

2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.

4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.

5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

   Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

   a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CONTRACTOR

BY: _____
Eva Harrison

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0451-24

File ID:	0451-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/22/2024
File Name:	Amendment to Authorized Strength			**Final Action:**	05/16/2024

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Environmental Initiatives Specialist, Grade 518N, and creating one (1) classified position of Utilities Data Analyst, Grade 518N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Bluesheet Memo 24-0001(i), From To 24.0001(i), ORD 0451-24 Abolish Environmental Initiatives Specialst Create Utilities Data Analyst 4872-0188-7416 v.1.docx, O-047-2024	**Enactment Number:**	O-047-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0451-24

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Environmental Initiatives Specialist, Grade 518N, and creating one (1) classified position of Utilities Data Analyst, Grade 518N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength by abolishing one (1)

Classified Civil Service Position of Environmental Initiatives Specialist (Grade 518N) and creating one (1) Classified Civil Service Position of Utilities Data Analyst (Grade 518N) in the Division of Environmental Services. Funds are Budgeted. (L0451-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: April 22, 2024

RE: Amendment to Authorized Strength - FY 2024 Budget

The attached action amends the classified civil service authorized strength by abolishing one (1) classified civil service position of Environmental Initiatives Specialist (Grade 518N) and creating one (1) classified civil service position of Utilities Data Analyst (Grade 518N) in the Division of Environmental Services.

This action was approved in the FY 2024 budget process.

File Number: 0451-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

200 East Main St., Lexington, KY 40507 / 859.258.3030 Phone / 859.258.3059 Fax / lexingtonky.gov

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 4/19/24

Classified Civil Service

Changes From:								Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Environmental Services (390)								**Division of Environmental Services (390)**							
390.032	3	448	518N	Environmental Initiatives Specialist	-----	-----	-----	390.032	2	448	518N	Environmental Initiatives Specialist	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----	390.033	1	TBD	518N	Utilities Data Analyst	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ENVIRONMENTAL INITIATIVES SPECIALIST, GRADE 518N, AND CREATING ONE (1) CLASSIFIED POSITION OF UTILITIES DATA ANALYST, GRADE 518N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

390.032	2	448	518N	Environmental Initiatives Specialist

Section 2 –That the following subsection line number in the classified civil service authorized strength be and hereby is created:

390.033	1	TBD	518N	Utilities Data Analyst

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0451-24:GET:4872-0188-7416, v. 1

ORDINANCE NO. 047 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ENVIRONMENTAL INITIATIVES SPECIALIST, GRADE 518N, AND CREATING ONE (1) CLASSIFIED POSITION OF UTILITIES DATA ANALYST, GRADE 518N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

390.032	2	448	518N	Environmental Initiatives Specialist

Section 2 –That the following subsection line number in the classified civil service authorized strength be and hereby is created:

390.033	1	TBD	518N	Utilities Data Analyst

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 23, 2024-1t
0451-24:GET:4872-0188-7416, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0452-24

File ID:	0452-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	138-2024	**In Control:**	Urban County Council
				File Created:	04/22/2024
File Name:	Agreement with R.J. Corman Railroad Company			**Final Action:**	05/16/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Railroad Co. for the setup and execution of Lexington's 4th of July Fireworks display at railroad's Lexington Yard on July 4, 2024. [Div. of Parks and Recreation, Conrad]

Notes: stamped and filed in CCO copy scanned baclk to amber luallen, 5.30 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Agreement with RJ Corman Railroad Company 2024 Memo Signed, RJCC Premises Use Agmt - Fireworks Display 4-3-2024, 0452-24 RJ Corman Fireworks 4893-8060-1785 v.1.docx, R-247-2024, Contract #138-2024	**Enactment Number:**	R-247-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0452-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Railroad Co. for the setup and execution of Lexington's 4th of July Fireworks display at railroad's Lexington Yard on July 4, 2024. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement between the Lexington-Fayette Urban County Government and R.J. Corman RailRd. Company for the set up and execution of Lexington's 4th of July Fireworks display at RailRd.'s Lexington Yard on July 4, 2024. No Budgetary impact. (L0452-24) (Conrad/Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes (Chris Eller, April 15, 2023)

Risk Management: No

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: _____
Monica Conrad, Director
Division of Parks and Recreation

RE: **Agreement with R.J. Corman Railroad Company**

DATE: **April 22, 2024**

Request:

This is a request for Council approval of an Agreement between the Lexington-Fayette Urban County Government and R.J. Corman Railroad Company for the set up and execution of Lexington's 4th of July fireworks display at Railroad's Lexington Yard on July 4, 2024.

Why are you requesting?

Department needs this action completed because:

This agreement will allow the use of the Railroad's Lexington Yard as a firing site for the 4th of July fireworks.

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

No Cost

Are the funds budgeted?

NA

File Number: 0452-24

Director/Commissioner: Conrad/Ford

PREMISES USE AGREEMENT

THIS AGREEMENT is effective as of April ____, 2024, by and between THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), ROZZI FIREWORKS ("Vendor") and R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC ("Railroad").

WHEREAS, LFUCG and Vendor wish to set up and execute a fireworks display ("Display") relating to the city of Lexington, Kentucky's Fourth of July celebration at Railroad's Lexington Yard in Lexington, Kentucky (the "Yard"); and

WHEREAS, both LFUCG and Vendor employees will need to enter Railroad's property to perform a variety of activities during the course of two days, from July 4, 2024, through July 5, 2024, upon the showing of sufficient identification as determined by LFUCG's security staff; and

WHEREAS, Railroad is amenable to allowing such Display to occur on its property, but only in accordance with and on the following terms and conditions;

NOW, THEREFORE, in consideration of the covenants and conditions hereafter set forth, it is agreed by the parties hereto:

1. **General Provisions**: Railroad hereby permits the Display in accordance with the following, general provisions:

a. Neither the operations of Railroad nor those of Railroad's lessees will be disrupted on any of the above dates when the Yard is open for business and in operation.

b. Railroad's access to emergency equipment in the Yard will not be denied in the event of any rail-related emergency.

c. Railroad Agrees to cease any operations during the time of the Display, provided, however, that the Display must occur on July 4, 2024.

d. LFUCG agrees to provide sufficient police, fire, and other protection to cover the perimeter of the Display area, the sufficiency of which Vendor and Railroad shall approve separately.

e. Railroad Agrees to allow Vendor to park one 24-foot truck on its property for a period beginning at 8am on July 4th and removed by noon July 5th at a place the Railroad it will designate during the term of this Agreement, and, provided LFUCG will provide any security with respect to the truck.

2. **Access to Premises**. Vendor and LFUCG shall provide all equipment and personnel necessary to carry out the set-up, firing and tearing down of the Display. Set-up and any other related use of Railroad Premises shall not commence until Vendor provides Railroad the following:

a. Certificate of insurance for Commercial General Liability as required and specified in Section 8 of this Agreement, such certificate to be provided to Railroad at least ten (10) days prior to the first date access to the Yard is required.

b. An original of this Agreement duly signed by authorized representatives of LFUCG and Vendor.

3. **Schedule.** After Railroad receives the foregoing, LFUCG and Vendor may enter on the Railroad's property as follows:

July 4, 2024
8:00AM to 11:59PM – Entry of the truck mentioned in Paragraph 1 above, set up all equipment, load all fireworks, prepare for, and execute the Display.

July 5, 2024
12:00AM to 2:00AM – finish all clean-up of site
7:00AM to 8:00AM arrive back on site to complete a "First Light Inspection" of the firing site
Noon: Removal of the truck referred to in paragraph 1 above will be by noon.

The Display shall take place exclusively pursuant to the above schedule unless rescheduled pursuant to Paragraph 6, below.

4. **Conduct. Security, and Emergencies on Premises:** Vendor agrees not to make any changes to Railroad's premises without Railroad's permission and that following the Display, it will restore Railroad's premises to the condition in which it was found. Additionally, Vendor agrees that, following the display, it will sweep all roads on Railroad's premises and clear them of any debris. No representatives, employees or agents of Vendor may enter upon Railroad's premises until they have received safety and other instructions from Railroad personnel. Railroad agrees that a Railroad supervisor will be available during normal Yard operating hours. Vendor personnel must display an ID badge approved by the Railroad and LFUCG, and LFUCG will have its personnel either in uniform, wearing a visible tee shirt or display a badge as approved by the Railroad. With respect to Security on the premise, LFUCG will meet with the Railroad in advance to identify the area to be secured from public access. Such security will be provided at the expense of LFUCG using LFUCG police and fire personnel. LFUCG agrees to have an ambulance and at least one fire truck stationed at an appropriate location in the event of an emergency situation. In the event of an emergency, the LFUCG shall have full responsibility and authority to immediately handle the emergency an proceed as it determines necessary although Railroad police may subsequently provide direction to the extent the emergency will impact any train operations or cars in the rail yard. In designating the area to be secured, the LFUCG shall designate and maintain an appropriate exit for egress and ingress of emergency vehicles and personnel.

5. **Safety:** The Display and Vendor's use of Railroad's premises shall at all times be subject to Railroad Safety standards, operating rules and regulations of which Vendor is timely advised, and in full compliance with all federal, state or local regulatory requirements relative thereto. No Display by Vendor pursuant to this Agreement shall be undertaken unless under Railroad's supervision. Vendor personnel shall promptly obey and carry out any instructions issued by Railroad while on Railroad property.

6. **Postponement:** The Parties agree that in the event Vendor must postpone the scheduled Display on the date listed in paragraph 1, above, due to inclement weather, equipment failure, strikes, or any other event beyond the control of the parties, that the Vendor may reschedule the Display for July 5th with breakdown to take place on July 6th.

7. **Risk and Indemnity:** To the extent allowable under Kentucky law, LFUCG and Vendor shall each and jointly do hereby assume responsibility for and agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the Railroad, its successors and assigns, from and against all loss, costs, and expenses, including attorneys' fees, claims, suits, and judgments whatsoever arising out of or in connection with injury to or death of any person or persons whomsoever, including employees and agents of the parties hereto, or loss of or damages to any property whatsoever, including property of the parties, or loss of service or use of the Yard or loss of revenue or profit caused by or in any way connected with the Display and/or LFUCG or Vendor's presence on or use of the Railroad's premises or equipment. At its election, the Railroad may give notice to LFUCG and Vendor to defend the Railroad against any such claims or suits, and upon the giving of such notice, LFUCG and Vendor shall, at their expense, so defend the Railroad,

with counsel reasonably satisfactory to the Railroad. LFUCG and Vendor understand and agree that their use of and presence on the Railroad's property is at their own risk; that the Railroad makes no representation or warranty as to the safety, condition or suitability of its property for any purpose whatsoever; that they accept the usage of the property "AS IS" and that they, to the exclusion of the Railroad, assume all risks and hazards arising in any manner from their presence on or use of the Railroad's property, or the presence on or use of said property by any and all of their officers, agents, employees, contractors, invitees and any other person who either the LFUCG or the Vendor knew, or in the exercise of ordinary care should have known, might be present on the Railroad's property by reason of this Agreement. In no event shall Vendor's indemnification act as a waiver of any defense, immunity or damage limitations Vendor may otherwise have available as to third parties. Notwithstanding any other provision, the duties and obligations in this paragraph shall survive the termination of this agreement.

8. **Insurance:** Vendor, at its sole cost and expense, shall procure and shall maintain during the continuance of this Agreement, a Commercial General Liability Policy naming the Railroad as an additional named insured with a limit of not less than $10,000,000.00 per occurrence. Vendor shall furnish a Certificate of Insurance evidencing the above coverage and the form of the policy to the Railroad as set forth in Section 2 herein. The carrier and the amount of the coverage shall be subject to the prior approval of the Railroad. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Agreement and such other endorsement or endorsements as, in the opinion of counsel for the Railroad may be necessary or advisable to fully protect and indemnify the Railroad. In addition, such insurance shall contain a notification provision whereby the insurance company shall give thirty (30) days' written notice to the Railroad of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the Certificate of Insurance. It is agreed that the liability assumed by the Vendor in this Agreement shall not be limited to the insurance coverage stipulated herein.

9. The term Railroad as used in this Agreement shall include any other company or companies whose property is leased, licensed or operated by Railroad. Said term shall also include any parent company or companies, subsidiary or subsidiaries, affiliated companies of R. J. Corman Railroad Company/Central Kentucky Lines, LLC and their servants, agents or employees.

10. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or other form of business entity of any kind, and the rights and obligations of the parties hereto shall be limited to those expressly set forth herein and no party shall hold itself out, directly or by implication, as the agent of the other for any matter whatsoever.

11. This Agreement shall be effective as of the date first above written and shall continue in force and effect thereafter until terminated by any of the parties hereto upon five (5) days' written notice to the other or thirty (30) days following the conclusion of the scheduled Display and cleanup.

12. Railroad may terminate this Agreement at any time upon written notice to Vendor and/or LFUCG should either of them fail to comply with any of the terms and conditions of this Agreement, provided, however, that Vendor and/or LFUCG shall have twenty-four (24) hours within which to cure any breach of its obligations hereunder.

13. Any termination of this Agreement shall not in any manner affect any rights, claims, or liabilities which may have accrued hereunder to any party and which, at the time of termination, have not been settled.

14. This Agreement may not be assigned by Vendor or LFUCG without the Railroad's written consent.

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

[SIGNATURE PAGE TO FOLLOW]

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

R. J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC

By: _____

Print: Benjamin Gettinger

Title: Director, Corporate Relations

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Print: _____

Title: _____

ROZZI FIREWORKS

By: _____

Print: _____

Title: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH R.J. CORMAN RAILROAD COMPANY FOR THE SETUP AND EXECUTION OF LEXINGTON'S 4TH OF JULY FIREWORKS DISPLAY AT RAILROAD'S LEXINGTON YARD ON JULY 4, 2024.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with R.J. Corman Railroad Company, for the setup and execution of Lexington's 4th of July fireworks display at railroad's Lexington yard on July 4, 2024.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0452-24:CWE:4893-8060-1785, v. 1

RESOLUTION NO. 247 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH R.J. CORMAN RAILROAD COMPANY FOR THE SETUP AND EXECUTION OF LEXINGTON'S 4TH OF JULY FIREWORKS DISPLAY AT RAILROAD'S LEXINGTON YARD ON JULY 4, 2024.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with R.J. Corman Railroad Company, for the setup and execution of Lexington's 4th of July fireworks display at railroad's Lexington yard on July 4, 2024.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0452-24:CWE:4893-8060-1785, v. 1

PREMISES USE AGREEMENT

THIS AGREEMENT is effective as of ~~April~~ May 16, 2024, by and between THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), ROZZI FIREWORKS ("Vendor") and R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC ("Railroad").

WHEREAS, LFUCG and Vendor wish to set up and execute a fireworks display ("Display") relating to the city of Lexington, Kentucky's Fourth of July celebration at Railroad's Lexington Yard in Lexington, Kentucky (the "Yard"); and

WHEREAS, both LFUCG and Vendor employees will need to enter Railroad's property to perform a variety of activities during the course of two days, from July 4, 2024, through July 5, 2024, upon the showing of sufficient identification as determined by LFUCG's security staff; and

WHEREAS, Railroad is amenable to allowing such Display to occur on its property, but only in accordance with and on the following terms and conditions;

NOW, THEREFORE, in consideration of the covenants and conditions hereafter set forth, it is agreed by the parties hereto:

1. **General Provisions**: Railroad hereby permits the Display in accordance with the following, general provisions:

a. Neither the operations of Railroad nor those of Railroad's lessees will be disrupted on any of the above dates when the Yard is open for business and in operation.

b. Railroad's access to emergency equipment in the Yard will not be denied in the event of any rail-related emergency.

c. Railroad Agrees to cease any operations during the time of the Display, provided, however, that the Display must occur on July 4, 2024.

d. LFUCG agrees to provide sufficient police, fire, and other protection to cover the perimeter of the Display area, the sufficiency of which Vendor and Railroad shall approve separately.

e. Railroad Agrees to allow Vendor to park one 24-foot truck on its property for a period beginning at 8am on July 4th and removed by noon July 5th at a place the Railroad it will designate during the term of this Agreement, and, provided LFUCG will provide any security with respect to the truck.

2. **Access to Premises**. Vendor and LFUCG shall provide all equipment and personnel necessary to carry out the set-up, firing and tearing down of the Display. Set-up and any other related use of Railroad Premises shall not commence until Vendor provides Railroad the following:

a. Certificate of insurance for Commercial General Liability as required and specified in Section 8 of this Agreement, such certificate to be provided to Railroad at least ten (10) days prior to the first date access to the Yard is required.

b. An original of this Agreement duly signed by authorized representatives of LFUCG and Vendor.

3. **Schedule.** After Railroad receives the foregoing, LFUCG and Vendor may enter on the Railroad's property as follows:

July 4, 2024
8:00AM to 11:59PM – Entry of the truck mentioned in Paragraph 1 above, set up all equipment, load all fireworks, prepare for, and execute the Display.

July 5, 2024
12:00AM to 2:00AM – finish all clean-up of site
7:00AM to 8:00AM arrive back on site to complete a "First Light Inspection" of the firing site
Noon: Removal of the truck referred to in paragraph 1 above will be by noon.

The Display shall take place exclusively pursuant to the above schedule unless rescheduled pursuant to Paragraph 6, below.

4. **Conduct. Security, and Emergencies on Premises:** Vendor agrees not to make any changes to Railroad's premises without Railroad's permission and that following the Display, it will restore Railroad's premises to the condition in which it was found. Additionally, Vendor agrees that, following the display, it will sweep all roads on Railroad's premises and clear them of any debris. No representatives, employees or agents of Vendor may enter upon Railroad's premises until they have received safety and other instructions from Railroad personnel. Railroad agrees that a Railroad supervisor will be available during normal Yard operating hours. Vendor personnel must display an ID badge approved by the Railroad and LFUCG, and LFUCG will have its personnel either in uniform, wearing a visible tee shirt or display a badge as approved by the Railroad. With respect to Security on the premise, LFUCG will meet with the Railroad in advance to identify the area to be secured from public access. Such security will be provided at the expense of LFUCG using LFUCG police and fire personnel. LFUCG agrees to have an ambulance and at least one fire truck stationed at an appropriate location in the event of an emergency situation. In the event of an emergency, the LFUCG shall have full responsibility and authority to immediately handle the emergency an proceed as it determines necessary although Railroad police may subsequently provide direction to the extent the emergency will impact any train operations or cars in the rail yard. In designating the area to be secured, the LFUCG shall designate and maintain an appropriate exit for egress and ingress of emergency vehicles and personnel.

5. **Safety:** The Display and Vendor's use of Railroad's premises shall at all times be subject to Railroad Safety standards, operating rules and regulations of which Vendor is timely advised, and in full compliance with all federal, state or local regulatory requirements relative thereto. No Display by Vendor pursuant to this Agreement shall be undertaken unless under Railroad's supervision. Vendor personnel shall promptly obey and carry out any instructions issued by Railroad while on Railroad property.

6. **Postponement:** The Parties agree that in the event Vendor must postpone the scheduled Display on the date listed in paragraph 1, above, due to inclement weather, equipment failure, strikes, or any other event beyond the control of the parties, that the Vendor may reschedule the Display for July 5th with breakdown to take place on July 6th.

7. **Risk and Indemnity:** To the extent allowable under Kentucky law, LFUCG and Vendor shall each and jointly do hereby assume responsibility for and agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the Railroad, its successors and assigns, from and against all loss, costs, and expenses, including attorneys' fees, claims, suits, and judgments whatsoever arising out of or in connection with injury to or death of any person or persons whomsoever, including employees and agents of the parties hereto, or loss of or damages to any property whatsoever, including property of the parties, or loss of service or use of the Yard or loss of revenue or profit caused by or in any way connected with the Display and/or LFUCG or Vendor's presence on or use of the Railroad's premises or equipment. At its election, the Railroad may give notice to LFUCG and Vendor to defend the Railroad against any such claims or suits, and upon the giving of such notice, LFUCG and Vendor shall, at their expense, so defend the Railroad,

with counsel reasonably satisfactory to the Railroad. LFUCG and Vendor understand and agree that their use of and presence on the Railroad's property is at their own risk; that the Railroad makes no representation or warranty as to the safety, condition or suitability of its property for any purpose whatsoever; that they accept the usage of the property "AS IS" and that they, to the exclusion of the Railroad, assume all risks and hazards arising in any manner from their presence on or use of the Railroad's property, or the presence on or use of said property by any and all of their officers, agents, employees, contractors, invitees and any other person who either the LFUCG or the Vendor knew, or in the exercise of ordinary care should have known, might be present on the Railroad's property by reason of this Agreement. In no event shall Vendor's indemnification act as a waiver of any defense, immunity or damage limitations Vendor may otherwise have available as to third parties. Notwithstanding any other provision, the duties and obligations in this paragraph shall survive the termination of this agreement.

8. **Insurance:** Vendor, at its sole cost and expense, shall procure and shall maintain during the continuance of this Agreement, a Commercial General Liability Policy naming the Railroad as an additional named insured with a limit of not less than $10,000,000.00 per occurrence. Vendor shall furnish a Certificate of Insurance evidencing the above coverage and the form of the policy to the Railroad as set forth in Section 2 herein. The carrier and the amount of the coverage shall be subject to the prior approval of the Railroad. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Agreement and such other endorsement or endorsements as, in the opinion of counsel for the Railroad may be necessary or advisable to fully protect and indemnify the Railroad. In addition, such insurance shall contain a notification provision whereby the insurance company shall give thirty (30) days' written notice to the Railroad of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the Certificate of Insurance. It is agreed that the liability assumed by the Vendor in this Agreement shall not be limited to the insurance coverage stipulated herein.

9. The term Railroad as used in this Agreement shall include any other company or companies whose property is leased, licensed or operated by Railroad. Said term shall also include any parent company or companies, subsidiary or subsidiaries, affiliated companies of R. J. Corman Railroad Company/Central Kentucky Lines, LLC and their servants, agents or employees.

10. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or other form of business entity of any kind, and the rights and obligations of the parties hereto shall be limited to those expressly set forth herein and no party shall hold itself out, directly or by implication, as the agent of the other for any matter whatsoever.

11. This Agreement shall be effective as of the date first above written and shall continue in force and effect thereafter until terminated by any of the parties hereto upon five (5) days' written notice to the other or thirty (30) days following the conclusion of the scheduled Display and cleanup.

12. Railroad may terminate this Agreement at any time upon written notice to Vendor and/or LFUCG should either of them fail to comply with any of the terms and conditions of this Agreement, provided, however, that Vendor and/or LFUCG shall have twenty-four (24) hours within which to cure any breach of its obligations hereunder.

13. Any termination of this Agreement shall not in any manner affect any rights, claims, or liabilities which may have accrued hereunder to any party and which, at the time of termination, have not been settled.

14. This Agreement may not be assigned by Vendor or LFUCG without the Railroad's written consent.

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

[SIGNATURE PAGE TO FOLLOW]

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

R. J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC

By: Benjamin P. Gettinger

Print: Benjamin Gettinger

Title: Director, Corporate Relations

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Print: Linda Gorton

Title: Mayor

ROZZI FIREWORKS

By: _____

Print: _____

Title: _____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0454-24

File ID:	0454-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	139-2024	**In Control:**	Urban County Council
				File Created:	04/22/2024
File Name:	Agreement with Lexington Philharmonic for 2024 Patriotic Concert			**Final Action:**	05/16/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2024, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Notes: stamped and filed in CCO copy scanned back to amber luallen, 5.30 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	2024 Philharmonic Agreement Signed Memo, Patriotic 2024 Contract - LexPhil LFUCG.signed, 0454-24 Lexington Philharmonic 4882-5423-4553 v.1.docx, R-248-2024, Contract #139-2024	**Enactment Number:**	R-248-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0454-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2024, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement between the Lexington-Fayette Urban County

Government and Lexington Philharmonic for the set up and execution of Lexington's Patriotic Concert to be held on July 3, 2024, at cost of $45,000. Funds are Budgeted. (L0454-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes - Chris Eller - 4/15/2024

Risk Management: No

Fully Budgeted [select]: Yes/No/Partial

Account Number: 1101-707105-0001-71299

This Fiscal Year Impact: $45,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $122,171.68

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Division of Parks and Recreation

RE: **Agreement with Lexington Philharmonic for 2024 Patriotic Concert**

DATE: **April 22, 2024**

Request:

This is a request for Council approval of an Agreement between the Lexington-Fayette Urban County Government and Lexington Philharmonic for the set up and execution of Lexington's Patriotic Concert to be held on July 3, 2024.

Why are you requesting?

Department needs this action completed because:

This agreement will allow Parks to contract with the Lexington Philharmonic to present the Patriotic Concert as part of the July 4 festivities.

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

$45,000

The cost for future FY is: $0

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101 707105 0001 71299

File Number: 0454-24

Director/Commissioner: Conrad

PERFORMANCE AGREEMENT

AGREEMENT made **Tuesday, April 2, 2024** by and between the **Lexington Philharmonic** (hereinafter "Philharmonic") and the **Lexington Fayette Urban County Government, Parks & Recreation** (hereinafter "Presenter").

Presenter Contact: Amber Luallen, *Cultural Arts Director at LFUCG Parks & Recreation*

For performance with: Lexington Philharmonic
Mélisse Brunet, *Music Director*

IDEAL SCENARIO: (good weather plan)

Dates:	**Time:**	**Location:**
Tuesday, July 2, 2024 (rehearsal)	7:00 - 9:30 PM	Haggin Hall - Transylvania University
Wednesday, July 3, 2024 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
Wednesday, July 3, 2024 (concert)	7:30 PM	Outdoor stage on Morrison Lawn

RAIN SCHEDULE:
Concert will be canceled if it rains on July 3 during concert time. Rain date would have to be mutually agreed on between parties.

Program Length: (1) 90 minute program to consist of ~(75) minutes of music, plus 15 minute intermission. To be mutually agreed upon by the Philharmonic and Presenter.

Compensation:
In return for performance by the Philharmonic of the above services according to the terms and conditions stated herein, Presenter agrees to pay Philharmonic: **$45,000 (Forty-Five Thousand Dollars 00/100)**. 50% of the fee ($22,500) will be paid upon execution of this Agreement, and the remaining 50% ($22,500) within 5 days following the performance.

- Fee includes orchestra, conductor, guest artist(s), Philharmonic stage manager, artistic logistics for rehearsals & performances, chairs, risers for orchestra, equipment transportation, conductor podium, music stands, stand lights, music rental & preparation, and percussion equipment.
- Fee does NOT provide for items such as but not limited to; hospitality requirements for guest artists (meals, hotel accommodations, etc.), grand piano rental and tuning, electrical equipment, sound equipment, video equipment, general lighting, production crew, stage structure, stage roof covering of orchestra, backline needs of guest artist, security, or dressing room needs. Any direct expenses incurred by the Philharmonic for expenses related to the above listed areas, will be invoiced separately to the Presenter.
- Presenter will fulfill the attached Lexington Philharmonic Technical Rider (page 5-6)
- Presenter will provide **$250 buyout** for musician hospitality (page 7).

If performances must be moved to an alternate date (**Rain Date**), the Presenter agrees to pay the **Philharmonic** an additional **$10,000 (Ten Thousand Dollars 00/100)** to perform on the Rain Date.

– Continues on next page –

LEXINGTON PHILHARMONIC RUN-OUT TERMS & CONDITIONS:

This addendum is an integral part of this Agreement

1. Presenter will provide and pay for place of performance and arrange for reasonable access thereto, and will ensure that the facilities are clean, well-lit and in good order.
2. Presenter will provide a secure, indoor or covered space with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage.
3. Presenter will furnish and pay for such local licenses, tickets, ushers, ticket sellers, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will provide program copy for artistic content if requested, such as guest artist biographies, repertoire list, musician roster and program notes and Presenter may, at his sole discretion and expense, print house programs.
5. For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
6. Should a piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano or rental of electric keyboard.
7. Presenter will provide a sturdy and level covered (roofed) stage for all services at least 40' deep and 60' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. The Philharmonic may require a larger stage to accommodate more musicians or guest artists. Final stage requirements are to be determined by the Director of Artistic Operations and Production Associate Manager of the Lexington Philharmonic and will be communicated to the Presenter at least 60 days prior to the event.
8. Philharmonic shall be under no liability for failure to appear or perform in the event such failure is due to incapacity of artists, act of regulation of public authorities, labor difficulty, civic tumult, interruption or delay of transportation services, or those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the Philharmonic. The Parties acknowledge and agree that the COVID-19 Coronavirus pandemic is a force majeure event and that future occurrences due to COVID-19 are currently unknown and unforeseen.
9. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
10. Performance(s) shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s) or organization(s) or sponsor (s) other than Presenter unless expressly specified in this agreement. Any Presenter merchandising (T-shirts, hats, etc…) using the Lexington Philharmonic name must be requested in writing and approved in advance by the Philharmonic Executive Director at which time a separate agreement for merchandising will be issued.
11. No person shall be denied admission to the performance(s) because of race, color, religion, sexual orientation or national origin.
12. Presenter shall save and hold harmless Philharmonic from and against all liabilities, claims, losses, damages, and expenses (including legal expenses), of whatever nature, that may be awarded to or asserted by any person whatsoever and arising out of Philharmonic's performance hereunder, except to the extent caused by the negligent, reckless or intentional actions of Philharmonic. Unless the same shall be specifically waived in writing, Presenter shall, (not less than 14 (fourteen) days prior to any

performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing insurance coverage in such amounts and with such terms and conditions as are satisfactory to the Philharmonic, provided, that any such waiver, if executed, shall not operate to relieve Presenter of its obligations hereunder. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that Presenter may have as to any third party.

13. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur continuously beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.

14. Presenter shall take all steps reasonably necessary to provide for the personal safety of Philharmonic's personnel and the audience, including but not limited to, the following;
    A. Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
    B. Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
    C. Presenter shall provide reliable communication facilities and operators for use in emergency situations.
    D. If any performance is to be held outdoors, Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
    E. Presenter shall provide an emergency medical service unit on the premise of any outdoor performance.
    F. Presenter will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the Philharmonic.
    G. Presenter will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event (July 3, 2023).

15. In the event that weather becomes a concern, the decision to move the concert will be based on a consensus of the Lexington Philharmonic, its Director of Artistic Operations, the Union Steward and the Orchestra Committee.

16. In the event the concert must be postponed or canceled due to rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the Lexington Philharmonic Director of Artistic Operations will notify the Presenter at the earliest time possible. The Lexington Philharmonic's Director of Artistic Operations and Presenter will be in communication a minimum of 48, 24, and 12 hours before the published start time of the concert to discuss weather status and any necessary changes to ensure the concert is able to be performed, relocated, or rescheduled as per this agreement.

17. If it is determined to delay the start time or suspend and resume the concert at a later time on the same date due to weather or emergency conditions, or moving the concert to the alternate indoor location, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.

18. Should rain, emergency conditions, or other situations render it impossible for contracted services to occur, then the Presenter will be responsible to the Philharmonic for 90% of the total fee (90% of $45,000 = $40,500), provided the Presenter cancels at least 4.5 hours prior to scheduled services. If less than 4.5 hours written notice of cancellation is given, the full performance fee is due ($45,000).

19. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.

20. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65-95 degrees Fahrenheit.
21. Presenter will provide free parking to LexPhil musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.
22. Presenter will provide water for up to 100 individuals at the concert site for musicians, guest artist(s) and stage crew.

TECHNICAL RIDER | 2024

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 40' Deep x 60' Wide with (2) stair sets and (1) ramp
- Stage to be fully covered, with shade/rain sides available; minimum 12' roof height
- **RISERS** *LexPhil can provide upon request*
    - Three (3) 4'x8' risers @ 16" height
    - Three (3) 4'x8' risers @ 8" height
- Sufficient chairs & music stands *LexPhil can provide upon request*
- **LIGHTING** If performance is after sunset, sufficient stage lighting to view sheet music and light the orchestra in full, warm wash from front and overhead.
- LED fixtures preferred. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS** 2 for orchestra load in and load out

Musical Instruments *LexPhil can provide upon request*

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Tympani

Sound

- **Power** Presenter shall provide a disconnect box with at least 100 amps single phase power no further than 75 feet away from the performance stage. Presenter shall also supply a qualified electrician to connect main service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.
- **Engineers** 2 engineers familiar with orchestral sound reinforcement and all equipment being used during the performance
- **FOH Sound** 3-way Stereo System w/subwoofers capable of even, clear coverage throughout the audience area. (Meyer, LAcoustics or equivalent preferred)
- **Console** - Minimum 40 channels , 4 groups (strings, winds, brass, percussion)
- Adequate stands and cabling for all microphones

Microphones

- **Strings** (2) DPA 4099 (or equivalent) for each stand of musicians (Y cable together is ok)
- **Harp** (1) Beta 91 or KM 184
- **Winds** (2) KM184 (or equivalent) for each section
- **Trumpet, Trombone, Tuba** (2) AT 4050 (or equivalent) for each section
- **French Horn** (1) Shure Beta58 for each horn player
- **Percussion** (5) AKG414 + (1) Beta 52
- **Speaking** (2) Wireless Handheld Units (AT/Shure or comparable)
- **Soloists** (x) adequate microphones and monitoring for guest soloists TBD

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

	Group 1 - STRINGS	
1.	Vln I - 1	DPA 4099 x2
2.	Vln I - 2	DPA 4099 x2
3.	Vln I - 3	DPA 4099 x2
4.	Vln II - 1	DPA 4099 x2
5.	Vln II - 2	DPA 4099 x2
6.	Vln II - 3	DPA 4099 x2
7.	Vla - 1	DPA 4099 x2
8.	Vla - 2	DPA 4099 x2
9.	Cello - 1	DPA 4099 x2
10.	Cello - 2	DPA 4099 x2
11.	Bass - 1	DPA 4099 x2
12.	Bass - 2	DPA 4099 x2
13.	Harp	Beta 91
	Group 2 - WINDS	
14.	Flute - 1	KM 184
15.	Flute - 2	KM 184
16.	Oboe - 1	KM 184
17.	Oboe - 2	KM 184
18.	Clarinet - 1	KM 184
19.	Clarinet - 2	KM 184
	Group 3 - BRASS	
20.	F Horn - 1	Shure Beta 58
21.	F Horn - 2	Shure Beta 58
22.	F Horn - 3	Shure Beta 58
23.	F Horn - 4	Shure Beta 58
24.	Trumpet - 1	AT 4050
25.	Trumpet - 2	AT 4050
26.	Trombone -1	AT 4050
27.	Trombone - 2	AT 4050
28.	Tuba	AT 4050
	Group 4 - PERCUSSION	
29.	Tympani Left	AKG 414
30.	Tympani Right	AKG 414
31.	Percussion - 1	AKG 414
32.	Percussion - 2	AKG 414
33.	Percussion - 3	AKG 414
34.	Bass Drum - Beta 52	
	Group 5 - SOLOISTS	
35.	HH - 1	Shure Beta 58
36.	HH - 2	Shure Beta 58
37.	Soloist	Shure KSM 9
38.	Soloist	Shure KSM 9
39.	Soloist	Shure KSM 9
40.	Soloist	Shure KSM 9

Hospitality Rider *(please note this is for 50+ musicians)*

- A covered, secure, and well lit space/green room is required for instrument, case, and personal item storage. The space should have adequate tables and chairs with power available for charging personal devices
- Minimum 2 restrooms not further than 100 feet from performance area
- 2 full length mirror
- Coffee, Tea, and water service
  (water should be available both cold and room temp)
- Light Snacks such as granola bars, fruit, nuts
- Items to be delivered and setup 1 hour before musician call time

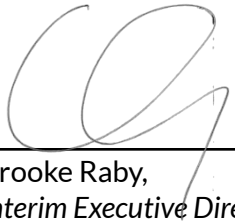
In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: FOR: **Lexington Fayette Urban County Government, Parks & Recreation**

BY: _____

Linda Gorton — Date
Mayor

FOR: **Lexington Philharmonic**

BY:  4/2/2024

Brooke Raby, — Date
Interim Executive Director

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR THE SETUP AND EXECUTION OF LEXINGTON'S PATRIOTIC CONCERT ON JULY 3, 2024, AT A COST NOT TO EXCEED $45,000.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2024.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1115-313201-75101.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0454-24:CWE:4882-5423-4553, v. 1

RESOLUTION NO. 248 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR THE SETUP AND EXECUTION OF LEXINGTON'S PATRIOTIC CONCERT ON JULY 3, 2024, AT A COST NOT TO EXCEED $45,000.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0454-24:CWE:4882-5423-4553, v. 1

LEXINGTON PHILHARMONIC

PERFORMANCE AGREEMENT

AGREEMENT made **Tuesday, April 2, 2024** by and between the **Lexington Philharmonic** (hereinafter "Philharmonic") and the **Lexington Fayette Urban County Government, Parks & Recreation** (hereinafter "Presenter").

Presenter Contact: Amber Luallen, *Cultural Arts Director at LFUCG Parks & Recreation*

For performance with: Lexington Philharmonic
Mélisse Brunet, *Music Director*

IDEAL SCENARIO: (good weather plan)

Dates:	**Time:**	**Location:**
Tuesday, July 2, 2024 (rehearsal)	7:00 - 9:30 PM	Haggin Hall - Transylvania University
Wednesday, July 3, 2024 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
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RAIN SCHEDULE:
Concert will be canceled if it rains on July 3 during concert time. Rain date would have to be mutually agreed on between parties.

Program Length: (1) 90 minute program to consist of ~(75) minutes of music, plus 15 minute intermission. To be mutually agreed upon by the Philharmonic and Presenter.

Compensation:
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If performances must be moved to an alternate date (**Rain Date**), the Presenter agrees to pay the **Philharmonic** an additional **$10,000 (Ten Thousand Dollars 00/100)** to perform on the Rain Date.

– Continues on next page –

LEXINGTON PHILHARMONIC RUN-OUT TERMS & CONDITIONS:

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1. Presenter will provide and pay for place of performance and arrange for reasonable access thereto, and will ensure that the facilities are clean, well-lit and in good order.
2. Presenter will provide a secure, indoor or covered space with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage.
3. Presenter will furnish and pay for such local licenses, tickets, ushers, ticket sellers, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will provide program copy for artistic content if requested, such as guest artist biographies, repertoire list, musician roster and program notes and Presenter may, at his sole discretion and expense, print house programs.
5. For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
6. Should a piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano or rental of electric keyboard.
7. Presenter will provide a sturdy and level covered (roofed) stage for all services at least 40' deep and 60' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. The Philharmonic may require a larger stage to accommodate more musicians or guest artists. Final stage requirements are to be determined by the Director of Artistic Operations and Production Associate Manager of the Lexington Philharmonic and will be communicated to the Presenter at least 60 days prior to the event.
8. Philharmonic shall be under no liability for failure to appear or perform in the event such failure is due to incapacity of artists, act of regulation of public authorities, labor difficulty, civic tumult, interruption or delay of transportation services, or those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the Philharmonic. The Parties acknowledge and agree that the COVID-19 Coronavirus pandemic is a force majeure event and that future occurrences due to COVID-19 are currently unknown and unforeseen.
9. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
10. Performance(s) shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s) or organization(s) or sponsor (s) other than Presenter unless expressly specified in this agreement. Any Presenter merchandising (T-shirts, hats, etc...) using the Lexington Philharmonic name must be requested in writing and approved in advance by the Philharmonic Executive Director at which time a separate agreement for merchandising will be issued.
11. No person shall be denied admission to the performance(s) because of race, color, religion, sexual orientation or national origin.
12. Presenter shall save and hold harmless Philharmonic from and against all liabilities, claims, losses, damages, and expenses (including legal expenses), of whatever nature, that may be awarded to or asserted by any person whatsoever and arising out of Philharmonic's performance hereunder, except to the extent caused by the negligent, reckless or intentional actions of Philharmonic. Unless the same shall be specifically waived in writing, Presenter shall, (not less than 14 (fourteen) days prior to any

performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing insurance coverage in such amounts and with such terms and conditions as are satisfactory to the Philharmonic, provided, that any such waiver, if executed, shall not operate to relieve Presenter of its obligations hereunder. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that Presenter may have as to any third party.

13. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur continuously beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.

14. Presenter shall take all steps reasonably necessary to provide for the personal safety of Philharmonic's personnel and the audience, including but not limited to, the following;
    A. Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
    B. Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
    C. Presenter shall provide reliable communication facilities and operators for use in emergency situations.
    D. If any performance is to be held outdoors, Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
    E. Presenter shall provide an emergency medical service unit on the premise of any outdoor performance.
    F. Presenter will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the Philharmonic.
    G. Presenter will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event (July 3, 2023).

15. In the event that weather becomes a concern, the decision to move the concert will be based on a consensus of the Lexington Philharmonic, its Director of Artistic Operations, the Union Steward and the Orchestra Committee.

16. In the event the concert must be postponed or canceled due to rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the Lexington Philharmonic Director of Artistic Operations will notify the Presenter at the earliest time possible. The Lexington Philharmonic's Director of Artistic Operations and Presenter will be in communication a minimum of 48, 24, and 12 hours before the published start time of the concert to discuss weather status and any necessary changes to ensure the concert is able to be performed, relocated, or rescheduled as per this agreement.

17. If it is determined to delay the start time or suspend and resume the concert at a later time on the same date due to weather or emergency conditions, or moving the concert to the alternate indoor location, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.

18. Should rain, emergency conditions, or other situations render it impossible for contracted services to occur, then the Presenter will be responsible to the Philharmonic for 90% of the total fee (90% of $45,000 = $40,500), provided the Presenter cancels at least 4.5 hours prior to scheduled services. If less than 4.5 hours written notice of cancellation is given, the full performance fee is due ($45,000).

19. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.

20. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65-95 degrees Fahrenheit.
21. Presenter will provide free parking to LexPhil musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.
22. Presenter will provide water for up to 100 individuals at the concert site for musicians, guest artist(s) and stage crew.

TECHNICAL RIDER | 2024

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 40' Deep x 60' Wide with (2) stair sets and (1) ramp
- Stage to be fully covered, with shade/rain sides available; minimum 12' roof height
- **RISERS** *LexPhil can provide upon request*
  - Three (3) 4'x8' risers @ 16" height
  - Three (3) 4'x8' risers @ 8" height
- Sufficient chairs & music stands *LexPhil can provide upon request*
- **LIGHTING** If performance is after sunset, sufficient stage lighting to view sheet music and light the orchestra in full, warm wash from front and overhead.
- LED fixtures preferred. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS** 2 for orchestra load in and load out

Musical Instruments *LexPhil can provide upon request*

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Tympani

Sound

- **Power** Presenter shall provide a disconnect box with at least 100 amps single phase power no further than 75 feet away from the performance stage. Presenter shall also supply a qualified electrician to connect main service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.
- **Engineers** 2 engineers familiar with orchestral sound reinforcement and all equipment being used during the performance
- **FOH Sound** 3-way Stereo System w/subwoofers capable of even, clear coverage throughout the audience area. (Meyer, LAcoustics or equivalent preferred)
- **Console** - Minimum 40 channels , 4 groups (strings, winds, brass, percussion)
- Adequate stands and cabling for all microphones

Microphones

- **Strings** (2) DPA 4099 (or equivalent) for each stand of musicians (Y cable together is ok)
- **Harp** (1) Beta 91 or KM 184
- **Winds** (2) KM184 (or equivalent) for each section
- **Trumpet, Trombone, Tuba** (2) AT 4050 (or equivalent) for each section
- **French Horn** (1) Shure Beta58 for each horn player
- **Percussion** (5) AKG414 + (1) Beta 52
- **Speaking** (2) Wireless Handheld Units (AT/Shure or comparable)
- **Soloists** (x) adequate microphones and monitoring for guest soloists TBD

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

Group 1 - STRINGS			
1.	Vln I - 1	DPA 4099 x2	
2.	Vln I - 2	DPA 4099 x2	
3.	Vln I - 3	DPA 4099 x2	
4.	Vln II - 1	DPA 4099 x2	
5.	Vln II - 2	DPA 4099 x2	
6.	Vln II - 3	DPA 4099 x2	
7.	Vla - 1	DPA 4099 x2	
8.	Vla - 2	DPA 4099 x2	
9.	Cello - 1	DPA 4099 x2	
10.	Cello - 2	DPA 4099 x2	
11.	Bass - 1	DPA 4099 x2	
12.	Bass - 2	DPA 4099 x2	
13.	Harp	Beta 91	
Group 2 - WINDS			
14.	Flute - 1	KM 184	
15.	Flute - 2	KM 184	
16.	Oboe - 1	KM 184	
17.	Oboe - 2	KM 184	
18.	Clarinet - 1	KM 184	
19.	Clarinet - 2	KM 184	
Group 3 - BRASS			
20.	F Horn - 1	Shure Beta 58	
21.	F Horn - 2	Shure Beta 58	
22.	F Horn - 3	Shure Beta 58	
23.	F Horn - 4	Shure Beta 58	
24.	Trumpet - 1	AT 4050	
25.	Trumpet - 2	AT 4050	
26.	Trombone -1	AT 4050	
27.	Trombone - 2	AT 4050	
28.	Tuba	AT 4050	
Group 4 - PERCUSSION			
29.	Tympani Left	AKG 414	
30.	Tympani Right	AKG 414	
31.	Percussion - 1	AKG 414	
32.	Percussion - 2	AKG 414	
33.	Percussion - 3	AKG 414	
34.	Bass Drum - Beta 52		
Group 5 - SOLOISTS			
35.	HH - 1	Shure Beta 58	
36.	HH - 2	Shure Beta 58	
37.	Soloist	Shure KSM 9	
38.	Soloist	Shure KSM 9	
39.	Soloist	Shure KSM 9	
40.	Soloist	Shure KSM 9	

Hospitality Rider *(please note this is for 50+ musicians)*

- A covered, secure, and well lit space/green room is required for instrument, case, and personal item storage. The space should have adequate tables and chairs with power available for charging personal devices
- Minimum 2 restrooms not further than 100 feet from performance area
- 2 full length mirror
- Coffee, Tea, and water service
  (water should be available both cold and room temp)
- Light Snacks such as granola bars, fruit, nuts
- Items to be delivered and setup 1 hour before musician call time

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: FOR: **Lexington Fayette Urban County Government, Parks & Recreation**

BY: Linda Gorton 5/30/2024

Linda Gorton
Mayor
Date

FOR: **Lexington Philharmonic**

BY: 4/2/2024

Brooke Raby,
Interim Executive Director
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0456-24

File ID:	0456-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	140-2024	**In Control:**	Urban County Council
				File Created:	04/22/2024
File Name:	Agreement with Rozzi's Famous Fireworks			**Final Action:**	05/16/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2024, or the postponement date of July 5, 2024, for a cost of $23,000 with an additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Notes: stamped and filed in CCO copy scanned back to amber luallen, 5.30 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Agreement with Rozzis Famous Fireworks 2024 Memo Signed, rozzi lexington-contract - 7-4-2024, 0456-24 Rozzi Fireworks 4854-6803-7049 v.1.docx, R-249-2024, Contract #140-2024	**Enactment Number:**	R-249-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0456-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2024, or the postponement date of July 5, 2024, for a cost of $23,000 with an additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement for Rozzi's to furnish and deliver a Fireworks display for LFUCG on July 4, 2024, or the postponement date of July 5, 2024, for a cost of $23,000. If Fired on the postponement date, a fee of ten percent (10%) will be added. Funds are Budgeted. (L0456-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes - Chri Eller - 4/15/2023

Risk Management: No

Account number: 1101-707105-0001-71299

This Fiscal Year Impact: $23,000 (+$2,300 - $4,600 if postponed)

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $122,171.68

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Division of Parks and Recreation

RE: **Agreement with Rozzi's Famous Fireworks**

DATE: **April 22, 2024**

Request:

Why are you requesting?
Department needs this action completed because:

This agreement will allow Rozzi's to furnish and deliver a fireworks display for LFUCG on July 4, 2024 or the postponement date of July 5, 2024. If fired on the postponement date, a fee of ten percent (10%) will be added.

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

The cost for this FY is: $23,000 (+$2,300 - $4,600 if postponed)

The cost for future FY is: $0

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101 707105 0001 71299

File Number: 0456-24

Director/Commissioner: Conrad/Ford

ROZZI INC dba ROZZIS' FAMOUS FIREWORKS

DISPLAY CONTRACT Revised on April 15, 2024

This Agreement entered 2nd day **of April 2024** by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS**
(Rozzi') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Lexington Fayette Urban County Government, Lexington, KY** ("Buyer") to be held the 4th day **of July 2024** and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.
In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display **on July 4th, 2024,** at the location of **RJ Corman Railyard, 133 Buchanan St, Lexington, KY (**Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display **to** comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1307;7-7-56 and any local regulations as required by the AHJ**.**
   Please specify a rain out date if applicable: _____

2. Rozzi's' shall obtain all necessary state and local permits as required by law.

3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars ($10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.

4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.

5. Buyer agrees to pay Rozzi's' the sum of **$23,000.00** for insurance, material, labor, and services rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: a nonrefundable deposit of $4600.00 **due on the signing of this contract but no later than May 16th, 2024,t**he balance of **$18,400.00** to be paid within 10 days of completion of the fireworks display but no later than July 14th, 2024.

6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.

7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:

   (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should

there be a need to require additional security to protect the equipment at the Event Site, all such costs and expenses are to be at the cost and expense of the Buyer and shall be paid to Rozzi's.

(B) Should there be a need to dissemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

8. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

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The decision to proceed forward to fire the fireworks display is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1307;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

10. This Agreement shall not be construed to create a partnership between the parties hereto.

11. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____day of _____, 2024.

SELLERS: OBJ

ROZZIS' FAMOUS FIREWORKS

_____

Nancy M Rozzi

By_____

BUYER:

(name of Buyer)

By: _____

It's_____ Its: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2024, OR THE POSTPONEMENT DATE OF JULY 5, 2024, FOR A COST OF $23,000 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2024, or the postponement date of July 5, 2024.

Section 2 – That an amount of $23,000, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707105-71299.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0456-24:CWE:4854-6803-7049, v. 1

RESOLUTION NO. 249 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2024, OR THE POSTPONEMENT DATE OF JULY 5, 2024, FOR A COST OF $23,000 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2024, or the postponement date of July 5, 2024.

Section 2 – That an amount of $23,000, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707105-71299.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0456-24:CWE:4854-6803-7049, v. 1

ROZZI INC dba ROZZIS' FAMOUS FIREWORKS

DISPLAY CONTRACT Revised on April 15, 2024

This Agreement entered 2nd day **of April 2024** by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS** (Rozzi') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Lexington Fayette Urban County Government, Lexington, KY** ("Buyer") to be held the 4th day **of July 2024** and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.
In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display **on July 4th, 2024,** at the location of **RJ Corman Railyard, 133 Buchanan St, Lexington, KY** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display **to** comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1307;7-7-56 and any local regulations as required by the AHJ.
Please specify a rain out date if applicable: July 5, 2024

2. Rozzi's' shall obtain all necessary state and local permits as required by law.

3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars ($10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.

4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.

5. Buyer agrees to pay Rozzi's' the sum of **$23,000.00** for insurance, material, labor, and services rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **a nonrefundable deposit of $4600.00 due on the signing of this contract but no later than May 16th, 2024, t**he balance of **$18,400.00** to be paid within 10 days of completion of the fireworks display but no later than July 14th, 2024.

6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.

7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:

   (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such costs and expenses are to be at the cost and expense of the Buyer and shall be paid to Rozzi's.

   (B) Should there be a need to dissemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

8. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

   The decision to proceed forward to fire the fireworks display is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1307;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

10. This Agreement shall not be construed to create a partnership between the parties hereto.

11. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the 20th day of May, 2024.

SELLERS: OBJ

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By Nancy M Rozzi

It's President

BUYER:

(name of Buyer)

By Linda Gorton

Its: Mayor

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0457-24

File ID: 0457-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 04/22/2024

File Name: Request Council authorization to accept an award of federal funding from the Federal Emergency Management Agency (FEMA) in the amount of $244,535.22 from the Kentucky Emergency Management for reimbursement of expenses incurred from the requested response

Final Action: 05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of $244,535.22 in Federal funds from the Federal Emergency Management Agency (FEMA), from Ky. Emergency Management, for reimbursement of expenses related to the Eastern Ky. Flood and Severe Weather Event, for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 05/16/2024

Attachments: 24-blue sheet memo Eastern KY Flood, Eastern KY Flooding Dates and Totals Copy #2, Eastern KY Flooding EMS - FEMA ACH, Eastern KY BA 12993 LUCG Budget Amendment Request Form, RES 0457-24 (FEMA Grant) 4867-6121-0041 v.2.docx, R-250-2024

Enactment Number: R-250-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
2	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/16/2024		
2	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0457-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of $244,535.22 in Federal funds from the Federal Emergency Management Agency (FEMA), from Ky. Emergency Management, for reimbursement of expenses related to the Eastern Ky. Flood and Severe Weather Event, for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to accept an award of federal funding from the Federal Emergency Management Agency (FEMA) in the amount of $244,535.22, from the Kentucky Emergency Management, for reimbursement of expenses incurred from requested response by the Division of Fire and Emergency Services to the Eastern Kentucky Flood and Severe Weather Event in August 2022. No match is required. (L0457-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: No, N/A

Risk Management: N/A

Fully Budgeted: BA 12993 in process

Account Number:

This Fiscal Year Impact: $244,535.22

Annual Impact: $0

Project: EASTERN_KY_2023

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **April 22, 2024**

SUBJECT: **Accept Award from FEMA for the Eastern Kentucky Flood Expenses**

Request: Council authorization to accept an award of federal funding from the Federal Emergency Management Agency (FEMA) in the amount of $244,535.22 from the Kentucky Emergency Management for reimbursement of expenses incurred from the requested response to the Eastern Kentucky Flood and Severe Weather Event by the Division of Fire and Emergency Services. No match is required.

Purpose of Request: Lexington-Fayette Urban County Government submitted an application to the Federal Emergency Management Agency (FEMA) for reimbursement of expenses incurred from the Eastern Kentucky Flooding and Severe Weather event in August 2022. Kentucky Emergency Management has awarded the Division of Fire & Emergency Services a federal award in the amount of $244,535.22 for the Eastern Kentucky Flooding expenses.

What is the cost in this budget year and future budget years? $244,535.22 is the federal award for FY2024. No match is required. Future years funding is dependent upon availability of federal funding.

Are the funds budgeted? The budget amendment is in process.

File Number: 0457-24

Director/Commissioner: Wells/Armstrong

Rescue	
7/28/2022	$6,433.781
7/29/2022	$ 7,866.453
7/30/2022	$ 8,233.172
7/31/2022	$ 7,025.172
8/1/2022	$ 6,755.764
8/2/2022	$ 8,477.464
8/3/2022	$ 8,954.844
Total	$53,746.650

MAB	
7/28/2022	$ 537.00
8/1/2022	$ 149.014
8/3/2022	$ 1,295.304
	$ 1,981.318

IMT #2	
8/18/2022	$ 7,073.348
8/19/2022	$ 5,646.696
8/20/2022	$ 6,500.096
8/21/2022	$ 7,472.304
8/22/2022	$ 5,646.696
8/23/2022	$ 5,270.568
8/24/2022	$ 4,749.388
8/25/2022	$ 5,646.696
Total	$ 48,005.792

IMT #5	
8/29/2022	$ 2,003.220
8/30/2022	$ 1,867.776
8/31/2022	$ 1,867.776
9/1/2022	$ 2,625.932
9/2/2022	$ 933.888
	$ 9,298.592

Swift Water	
8/9/2022	$ 2,779.920
8/10/2022	$ 6,662.760
8/11/2022	$ 2,852.951
	$ 12,295.631

IMT	
8/4/2022	$ 7,556.530
8/5/2022	$ 7,644.522
8/6/2022	$ 8,916.960
8/7/2022	$ 7,795.280
8/8/2022	$ 7,246.331
8/9/2022	$ 8,153.043
8/10/2022	$ 7,293.905
8/11/2022	$ 4,287.859
	$ 58,894.430

Totals	
Rescue	$ 53,746.650
IMT #2	$ 48,005.792
MAB	$ 1,981.318
IMT #5	$ 9,298.592
Swift Water	$ 12,295.631
IMT	$ 58,894.430
	$ 184,222.413

59,957.43

Employee's name	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Doug Hargreaves # 42974	7/28/2022	16.5	$ 47.750			$ 787.875
Ryan Hogsten # 31475	7/28/2022	16.5	$ 34.686			$ 572.319
Bryan McWhorter # 42984	7/28/2022	16.5	$ 48.289			$ 796.769
Adam Sorrell # 44653	7/28/2022	16.5	$ 64.044			$ 1,056.726
Nick Bodkin # 44664	7/28/2022	16.5	$ 34.242			$ 564.993
Jason Stowe # 44671	7/28/2022	16.5	$ 25.355			$ 418.358
Jordan Brown # 49389	7/28/2022	16.5	$ 23.777			$ 392.321
Wiley Adams # 52007	7/28/2022	16.5	$ 22.902			$ 377.883
Kelley Harris # 51994	7/28/2022	16.5	$ 22.902			$ 377.883
Rob Larkin #28366	7/28/2022	15	$ 72.577			$ 1,088.655
Total						$ 6,433.781

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Scott Butler #42988	7/29/2022	17	$ 33.687			$ 572.679
James Flynn #52456	7/29/2022	17	$ 23.127			$ 393.159
Jeremy Miller # 51996	7/29/2022	17	$ 23.127			$ 393.159
Christopher Warren # 44655	7/29/2022	17	$ 34.242			$ 582.114
James Moore # 37254	7/29/2022	17	$ 32.810			$ 557.770
Matt Galati # 38426	7/29/2022	17	$ 62.780			$ 1,067.260
Josh Day # 52437	7/29/2022	17	$ 22.902			$ 389.334
Chris Harrod # 32673	7/29/2022	24	$ 68.396			$ 1,641.504
Brian Dawson # 31492	7/29/2022	24	$ 64.321			$ 1,543.704
Rob Larkin #28366	7/29/2022	10	$ 72.577			$ 725.770
Total						$ 7,866.453

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Chris Harrod # 32673	7/30/2022	24	$ 68.396			$ 1,641.504
Brian Dawson # 31492	7/30/2022	24	$ 64.321			$ 1,543.704
James Calloway # 38436	7/30/2022	16	$ 29.216			$ 467.456
Bryan Duty # 48587	7/30/2022	16	$ 23.207			$ 371.312
Stephen Martin # 52436	7/30/2022	16	$ 23.352			$ 373.632
Steven Proffitt # 46817	7/30/2022	16	$ 25.505			$ 408.080
Mattew Wells # 43015	7/30/2022	16	$ 24.575			$ 393.200
Tim Jones # 38420	7/30/2022	16	$ 34.242			$ 547.872
Ryan Hogsten #31475	7/30/2022	18			$ 81.206	$ 1,461.708
Adam Sorrell # 44653	7/30/2022	16	$ 64.044			$ 1,024.704
Total						8233.172

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Chris Harrod	7/31/2022	24	$ 68.396			$ 1,641.504
Brian Dawson	7/31/2022	24	$ 64.321			$ 1,543.704
Ryan Hogsten	7/31/2022	2			$ 81.206	$ 162.412
Adam Sorrell	7/31/2022	16	$ 64.044			$ 1,024.704
Zach Ryer	7/31/2022	16	$ 28.588			$ 457.408
Josh Day	7/31/2022	16	$ 22.902			$ 366.432
Tim Belcher	7/31/2022	16	$ 23.897			$ 382.352
Andrew Stramer	7/31/2022	16	$ 22.902			$ 366.432
Michael Normand	7/31/2022	16	$ 21.260			$ 340.160
Penn Edward	7/31/2022	16	$ 23.352			$ 373.632
Justin Villneuva	7/31/2022	16	$ 22.902			$ 366.432
Total						$ 7,025.172

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Adam Sorrell	8/1/2022	16	$ 64.044			$ 1,024.704
Doug Hargreaves	8/1/2022	16	$ 47.750			$ 764.000
Ryan Hogsten	8/1/2022	2			$ 81.206	$ 162.412
Dustin Whited	8/1/2022	2			$ 78.988	$ 157.976
Dustin Whited	8/1/2022	12	$ 33.972			$ 407.664
Spencer Elbert	8/1/2022	2			$ 53.104	$ 106.208
Spencer Elbert	8/1/2022	12	$ 23.352			$ 280.224
Casey Hogue	8/1/2022	2			$ 53.836	$ 107.672
Casey Hogue	8/1/2022	12	$ 23.657			$ 283.884
Chris Harrod	8/1/2022	16	$ 68.396			$ 1,094.336
Brian Dawson	8/1/2022	16	$ 64.321			$ 1,029.136
Casey Wiley	8/1/2022	2			$ 55.998	$ 111.996
Casey Wiley	8/1/2022	12	$ 24.558			$ 294.696
Jeremy Miller	8/1/2022	2			$ 53.104	$ 106.208
Jeremy Miller	8/1/2022	12	$ 23.127			$ 277.524
Adam Day	8/1/2022	2			$ 76.318	$ 152.636
Adam Day	8/1/2022	12	$ 32.874			$ 394.488
Total						$ 6,755.764

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Chris Harrod	8/2/2022	24	$ 68.396			$ 1,641.504
Brian Dawson	8/2/2022	24	$ 64.321			$ 1,543.704
Jamie Tinsley	8/2/2022	18	$ 62.323			$ 1,121.814
Ryan Hogsten	8/2/2022	18			$ 81.206	$ 1,461.708
Stephen Kinney	8/2/2022	2			$ 64.451	$ 128.902
Stephen Kinney	8/2/2022	14	$ 28.080			$ 393.120
Stephen Martin	8/2/2022	2			$ 53.104	$ 106.208
Stephen Martin	8/2/2022	14	$ 23.352			$ 326.928
Matthew Brown	8/2/2022	2			$ 53.104	$ 106.208
Matthew Brown	8/2/2022	14	$ 22.902			$ 320.628
John Barnott	8/2/2022	2			$ 55.998	$ 111.996
John Barnott	8/2/2022	14	$ 24.558			$ 343.812
James Murray	8/2/2022	2			$ 50.277	$ 100.554
James Murray	8/2/2022	14	$ 22.174			$ 310.436
Matthew Schwarberg	8/2/2022	2			$ 57.330	$ 114.660
Matthew Schwarberg	8/2/2022	14	$ 24.663			$ 345.282
Total						$ 8,477.464

Employee's name-Rescue	Date worked	Hours worked	Regular Rate	Scheduled OT	UOT Rate	Total
Chris Harrod	8/3/2022	24	$ 68.396			$ 1,641.504
Brian Dawson	8/3/2022	24	$ 64.321			$ 1,543.704
Harold Oney	8/3/2022	17	$ 63.321			$ 1,076.457
Ryan Hogsten	8/3/2022	2			$ 81.206	$ 162.412
Ryan Hogsten	8/3/2022	15		$ 52.029		$ 780.435
Robert Mott	8/3/2022	2			$ 62.147	$ 124.294
Robert Mott	8/3/2022	15		$ 40.343		$ 605.145
William Owens	8/3/2022	2			$ 48.782	$ 97.564
William Owens	8/3/2022	15		$ 31.651		$ 474.765
Jordan Brown	8/3/2022	2			$ 54.124	$ 108.248
Jordan Brown	8/3/2022	15		$ 35.666		$ 534.990
Zach Ryer	8/3/2022	2			$ 66.750	$ 133.500
Zach Ryer	8/3/2022	15		$ 28.588		$ 428.820
Brian Rose	8/3/2022	2			$ 53.104	$ 106.208
Brian Rose	8/3/2022	15		$ 34.353		$ 515.295
Justin Villaneuva	8/3/2022	2			$ 53.104	$ 106.208
Justin Villaneuva	8/3/2022	15		$ 34.353		$ 515.295
Total						$ 8,954.844

From: Cynthia Bond
To: Renee Wallingford
Cc: Alicia Underwood
Subject: EMS - FEMA
Date: Friday, July 14, 2023 8:04:56 AM
Attachments: image001.png

03/03/2023 03/03/2023 EFT CREDIT 202302285384817 0611532036TC 244,535.22 02:17 AM ORIG CO NAME: KY FINANCE ORIG ID: 93500000GA DESC DATE: 230228 ENTRY DESCR: KYPAYMENTS ENTRY CLASS: CCD TRACE NO: 021000021532036 ENTRY DATE: 230303 IND ID NO: 202302285384817 IND NAME: Lexington-Fayet REMARK: NTE*2300066760 *RR7863644,6169818,4768522 *RR7863644,6169818,476852 ORIG BANK: JPMorgan Chase Bank, N.A. (NY)

Cindy Bond
Accountant, Sr
Division of Accounting

859.425.2561 office
lexingtonky.gov

LFUCG Budget Amendment Request Form

Requester: Granville,Stacey R **Date:** 04/22/2024 **Status:** Pending Approval **Amend Nbr:** 12993

Business Unit: LFUCG **Journal Date:** 04/22/2024 **Budget Period:** 2024 **Bid:** **Admin Review:**

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-5 of 5 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505701	5701	75801	Equipment Under $5000	55,441.99	WELLSJG	KARMSTRO	
2	3200	505701	5701	63155	OT F & P-Unsch Not Pen Eligibl	175,583.81	WELLSJG	KARMSTRO	
3	3200	505701	5701	63624	Medicare Expense	2,545.97	WELLSJG	KARMSTRO	
4	3200	505701	5701	63621	FICA	10,886.20	WELLSJG	KARMSTRO	
5	3200	505701	5701	63622	Unemployment Insurance	77.25	WELLSJG	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505701	5701	44010	Intergovernmental - Federal	244,535.22	WELLSJG	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish a grant budget for Eastern KY Flood Reimbursement (Eastern_KY_2023)

Net Amend Amt: 0.00

Submit for Approval

Save

Add

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF $244,535.22 IN FEDERAL FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FROM KENTUCKY EMERGENCY MANAGEMENT, FOR REIMBURSEMENT OF EXPENSES RELATED TO THE EASTERN KENTUCKY FLOOD AND SEVERE WEATHER EVENT, FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award of $244,535.22 in federal funds from the Federal Emergency Management Agency (FEMA), from Kentucky Emergency Management, for reimbursement of expenses related to the Eastern Kentucky flood and weather event, for the Division of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0457-24:ANB:4867-6121-0041, v. 2

RESOLUTION NO. 250 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF $244,535.22 IN FEDERAL FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FROM KENTUCKY EMERGENCY MANAGEMENT, FOR REIMBURSEMENT OF EXPENSES RELATED TO THE EASTERN KENTUCKY FLOOD AND SEVERE WEATHER EVENT, FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award of $244,535.22 in federal funds from the Federal Emergency Management Agency (FEMA), from Kentucky Emergency Management, for reimbursement of expenses related to the Eastern Kentucky flood and weather event, for the Division of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0457-24:ANB:4867-6121-0041, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0458-24

File ID:	0458-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/22/2024
File Name:	Jerry Pate Turf and Irrigation Sole Source			**Final Action:**	05/09/2024

Title: A Resolution establishing Jerry Pate Turf & Irrigation as a sole source provider of Toro Commercial turf equipment and parts and Toro golf course irrigation products for use on LFUCG golf courses for the Div. of Parks and Recreation, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Jerry Pate Turf & Irrigation related to the procurement of these goods. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	Jerry Pate Sole Source Cover Memo Signed, Golf Equipment and Irrigation Parts Justification of Sole Source Certification, 0458-24 Jerry Pate 4873-0029-2537 v.1.docx, R-233-2024, Contract #109-2024 -	**Enactment Number:**	R-233-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/30/2024	Approved and Referred to Docket	Urban County Council	05/09/2024		Pass
1	Urban County Council	05/09/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0458-24

Title

A Resolution establishing Jerry Pate Turf & Irrigation as a sole source provider of Toro Commercial turf equipment and parts and Toro golf course irrigation products for use on

LFUCG golf courses for the Div. of Parks and Recreation, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Jerry Pate Turf & Irrigation related to the procurement of these goods. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to establish Jerry Pate Turf & Irrigation as a sole source vendor to provide all Toro Commercial turf equipment and parts and Toro golf course irrigation products for use on LFUCG golf courses. (L0458-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:

1101 707301 0001 76331

1101 707606 7644 76101 775
1101 707606 7645 76101 748
1101 707606 7646 76101 754
1101 707606 7647 76101 766
1101 707606 7648 76101 791

This Fiscal Year Impact: Cost dependent on repair and maintenance needs of golf courses.

Annual Impact: Cost dependent on repair and maintenance needs of golf courses.

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS AND RECREATION

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad
Monica Conrad, Director of Parks and Recreation

DATE: April 22, 2024

SUBJECT: Sole Source – Jerry Pate Turf & Irrigation – Golf Course Vehicle and Irrigation Parts

---

Request:

Request Council Authorization to establish sole source status for Jerry Pate Turf & Irrigation to provide all Toro Commercial turf equipment and parts and Toro golf course irrigation products for use on LFUCG golf courses.

Purpose:

Jerry Pate Turf & Irrigation is the sole regional provider of Toro mower and irrigation parts. These products are necessary to maintain the golf courses and continue to deliver quality services.

Budgetary Implication:

Mower parts are budgeted in Fleet Services' Vehicle Repairs & Maintenance account. Irrigation parts are budgeted in golf courses' Repairs and Maintenance accounts.

Are the funds budgeted? Yes

1101 707301 0001 76331

1101 707606 7644 76101 775
1101 707606 7645 76101 748
1101 707606 7646 76101 754
1101 707606 7647 76101 766
1101 707606 7648 76101 791

File Number: 0458-24

Director/Commissioner: Monica Conrad/Chris Ford

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Justin Mullannix Division/Dept Parks Enterprise

Phone 859-288-2969 Email jmullannix@lexingtonky.gov

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

Cost: _____

Sole Source Request for the Purchase of: Equipment Parts and Irrigation Parts

☐ One Time Purchase

■ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Jerry Pate Turf and Irrigation

Contact Name Chris Noble

Address 8650 Bilstein Rd, Hamilton, OH 45015

Phone 800-346-0066 Email cnoble@jerrypate.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Jerry Pate is the sole regional provider of Toro mower parts and Toro irrigation parts.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Toro requires us to use Jerry Pate for equipment and irrigation parts as they are the sole regional provider of the product.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Market Value

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

They are the regional provider of Toro irrigation parts and mower parts. We have to purchase through them.

RESOLUTION NO. _____ - 2024

A RESOLUTION ESTABLISHING JERRY PATE TURF & IRRIGATION AS A SOLE SOURCE PROVIDER OF TORO COMMERCIAL TURF EQUIPMENT AND PARTS AND TORO GOLF COURSE IRRIGATION PRODUCTS FOR USE ON LFUCG GOLF COURSES FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH JERRY PATE TURF & IRRIGATION RELATED TO THE PROCUREMENT OF THESE GOODS.

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

Section 1 – That Jerry Pate Turf & Irrigation be and hereby is established as a sole source provider of Toro Commercial turf equipment and parts and Toro golf course irrigation products for the Division of Parks and Recreation, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Jerry Pate Turf & Irrigation related to the procurement of these goods.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0458-24:CWE:4873-0029-2537, v. 1

RESOLUTION NO. 233 - 2024

A RESOLUTION ESTABLISHING JERRY PATE TURF & IRRIGATION AS A SOLE SOURCE PROVIDER OF TORO COMMERCIAL TURF EQUIPMENT AND PARTS AND TORO GOLF COURSE IRRIGATION PRODUCTS FOR USE ON LFUCG GOLF COURSES FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH JERRY PATE TURF & IRRIGATION RELATED TO THE PROCUREMENT OF THESE GOODS.

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

Section 1 – That Jerry Pate Turf & Irrigation be and hereby is established as a sole source provider of Toro Commercial turf equipment and parts and Toro golf course irrigation products for the Division of Parks and Recreation, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Jerry Pate Turf & Irrigation related to the procurement of these goods.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0458-24:CWE:4873-0029-2537, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 16th day of April 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Lexington"), 200 East Main Street, Lexington, Kentucky 40507, **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Commerce") with offices located at 330 East Main Street, Lexington, Kentucky, and **GREATER LEX, INC.**, a Kentucky not for profit corporation, ("Greater Lex") with offices located at 330 East Main Street, Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government previously assisted Commerce with creating and funding a Regional Economic Development Collective (or hereinafter the "Initiative") with various counties within the Bluegrass Region of Kentucky by entering into agreements to provide funding in the amount of $50,000 and $142,000 to Commerce for efforts related to the Initiative; and

WHEREAS, the parties agree that a separate not for profit entity shall be created to administer the Initiative and Greater Lex, Inc., has been created specifically to do so;

WHEREAS, the Lexington-Fayette Urban County Government has determined that this Initiative fulfills a public purpose by providing for economic development assistance; and

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. Greater Lex, will administer the Regional Economic Development Collaborative ("the Initiative"), as further described in Section 3 and the attached Exhibit A (Scope of Work), which is incorporated herein by reference as if fully stated, on behalf of Lexington.

2. The parties agree to the assignment of the two funding agreements entered into between Lexington and Commerce on or about December 31, 2021 (for $50,000), and November 14, 2022 for ($142,000) and all of the corresponding duties, responsibilities and obligations, as well as the transfer of all of these funds in their total amount under said agreements from Commerce to Greater Lex. No funds shall be retained by Commerce as an administrative fee. Said transfers are to occur within thirty (30) days of the execution of this agreement.

3. The Initiative is a collaboration between governmental and economic development partners across the Bluegrass on the following non-excusive list of priorities:

a) Emphasizing strategies to increase workforce participation in the region;

b) Improving availability and affordability of housing for the region;

c) Developing new leaders and engage more people in regional collaboration efforts;

d) Working within the region to have a supply of shovel-ready sites for economic development projects;

e) Investing more regionally in workforce/job training efforts;

f) Emphasizing on infrastructure improvements; and

g) Providing more work experience for students in the region.

The expectation is that by no later than January 1, 2025, all local governments will provide pro rata funding based upon their population in accordance with attached Exhibit B (Government Contributions - Regional Competitiveness Plan), which is incorporated herein by reference as if fully stated.

4. Greater Lex agrees that the businesses and/or partnership entities are not required to obtain membership in Commerce Lexington.

5. Lexington shall provide Greater Lex with $130,000 in funding for the Initiative, which must be spent on behalf of Lexington in a manner consistent with paragraph 3 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. None of the total of $322,000 (including the $192,000 transferred from Commerce) provided by Lexington is to be expended on an administrative costs by Greater Lex unless agreed to in advance by Lexington, and in no event shall this ever exceed $30,000 in total.

6. Greater Lex will provide Lexington with regular progress updates on the program pursuant to this Agreement on at least a semi-annual basis to the Lexington Economic Development Investment Board and will appear before the Urban County Council or any of its committees to provide progress updates upon Lexington's reasonable request.

6. Greater Lex will keep and make available to Lexington any records related to this Agreement such as are necessary to support its performance thereof. Books of accounts shall be kept by Greater Lex and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions

of Greater Lex related to this Agreement be made available to Lexington upon request. This provision shall survive the termination or expiration of this Agreement.

7 Either Lexington or Greater Lex party may terminate this Agreement for a material breach in performance after placing the breaching party with written notice of the breach and the opportunity to cure. The period of time to cure the breach shall be reasonable, but in all instances must be at least thirty (30) days. Any unencumbered funds held by Greater Lex at the time of termination of this Agreement shall be returned to Lexington within (30) days of receiving notice. In the event Greater Lex is dissolved any such funds attributed to Lexington shall be returned to Lexington within thirty (30) days of said dissolution.

8. Greater Lex shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on Greater Lex's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination or expiration of this Agreement.

9. Unless otherwise provided herein, each party shall be solely responsible for its actions and those of its officials, employees and agents in the performance of this contract and any matters related thereto. This provision shall survive the termination or expiration of this Agreement.

10. 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.

11. Greater Lex shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any 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.

12. Greater Lex represents that is has adopted, or will adopt, 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.

13. Lexington may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by Greater Lex. Lexington, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Greater Lex.

14. Greater Lex agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed

to state and local law and regulation. A copy of this audit shall be submitted to the Government within ten (10) days of completion.

15. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization: Greater Lex, Inc.
c/o President
330 East Main Street
Lexington, Kentucky 40507
Attn: Andi Johnson (or as otherwise designated in writing)

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

16. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

17. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Greater Lex or Lexington.

18. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

19. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

20. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Greater Lex acknowledges that Lexington

may make a material change only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. 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.

22. 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 of this Agreement.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON

ATTEST:

Abigail Allan
URBAN COUNTY COUNCIL CLERK

GREATER, LEX, INC.

BY: _____
STEPHEN R. BYARS, AS Chair

COMMERCE LEXINGTON, INC.

BY: _____
STEPHEN R. BYARS, BOARD CHAIR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by Stephen R. Byars, as the Board Chair of Commerce Lexington, Inc., on this the 16th day of April, 2024.

My commission expires: Jan. 25, 2025

DIANA P. WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP22296
My Commission Expires Jan 25, 2025

Diana P. Wilson
NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by Stephen R. Byars, as Board Chair of Greater Lex, Inc., on this the 16th day of April, 2024.

My commission expires: Jan. 25, 2025

Diana P. Wilson
NOTARY PUBLIC, STATE AT LARGE, KY

DIANA P. WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP22296
My Commission Expires Jan 25, 2025

EXHIBIT A

Lexington/Fayette Urban County Government
Addendum for Services
Greater Lex

Scope of Work

As part of the administration of the Initiative, Greater Lex will:

- Work with regional governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:
    1. Emphasizing strategies to increase workforce participation in the region;
    2. Improving availability and affordability of housing for the region;
    3. Developing new leaders and engage more people in regional collaboration efforts;
    4. Working within the region to have a supply of shovel-ready sites for economic development projects;
    5. Investing more regionally in workforce/job training efforts;
    6. Emphasizing on infrastructure improvements; and
    7. Providing more work experience for students in the region.
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of Initiative's work.

EXHIBIT B

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

GOVERNMENT CONTRIBUTIONS – REGIONAL COMPETITIVENESS PLAN

COMMERCE LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN GOVERNMENT CONTRIBUTIONS			
PARTICIPATING COUNTY	POPULATION	$1 PER CAPITA COUNTY CONTRIBUTION	GOVERNMENT FUNDING RECEIVED AS OF MAY 31, 2024
Bourbon County	20,300	$ 20,300	
Clark County	36,871	$ 36,871	
Fayette County	322,570	$ 322,570	
Franklin County	51,600	$ 51,600	
Jessamine County	53,626	$ 53,626	
Madison County	95,135	$ 95,135	
Montgomery County	28,200	$ 28,200	
Scott County	60,149	$ 60,149	
Woodford County	27,450	$ 27,450	
	675,601	**$ 675,601**	

**** Government funding received as of May 31, 2024 only includes funding from local city and county governments. Completed exhibit due by June 4, 2024 at 12:00pm (Noon).***

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AGREEMENT made as of the 16th day of April, 2024 by and between FORDHAM UNIVERSITY (hereinafter "the University"), a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 113 West 60th Street, New York, New York 10023, and the **Lexington-Fayette Urban County Government** (hereinafter the "Institution"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with offices located at **200 East Main Street, Lexington, KY 40507**.

WITNESSETH:

WHEREAS, the University has a Graduate School of Social Service, which offers a Masters in Social Work ("MSW"); and

WHEREAS, the University and the Institution desire to cooperate with respect to the education of MSW students; and

WHEREAS, the University desires to afford to its MSW students field experience; and

WHEREAS, the Institution is willing to make its facilities available for the purpose of providing such field experience to such MSW students.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Institution to design an appropriate learning experience for the students in the MSW program (hereinafter "the Program") and in order that the Program does not interfere with the normal operation of the Institution.

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2. The University shall assign students in the Program to the Institution for field instruction and experience. Prior to the student's arrival at the Institution, the University shall provide the Institution with profile information on the student to aid in student placement. The number of students as well as the schedule of their assignments and dates of beginning shall be mutually arranged by the University and the Institution prior to the date of such beginning.

3. The University shall have complete control of and be responsible for all phases of the administration of the Program in the University, the curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

4. The University through its field liaison shall be responsible for the official grading of its students.

5. The University shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her duties. The University shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.

6. The University shall provide orientation to the Program to the Institution's staff if so requested by the Institution.

7. The University, through the field liaisons, area coordinators, and Directors of the Field Instruction Department, will provide ongoing consultation to the Institution relating to the student's placement.

8. Students are expected to complete Field Work hours as indicated by the Field Placement curriculum over the course of the academic year.

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9. Students are expected to be in Field Work during designated official University recess periods as indicated on the Field Work Calendar. When a holiday falls on a field instruction day the student will observe the policies of the Institution. Three (3) days per academic year due to illness can be excused without make-up time. Additional absences must be discussed with the field liaison to ascertain appropriate make-up time.

10. To the extent permitted by law, information provided in confidence by the Institution or by the University shall be kept confidential by all parties. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. To the extent permitted by law, no professional papers or disclosures concerning either party may be submitted without the mutual written consent of the parties.

11. The University shall withdraw any student or students from any areas of the Institution upon notice to the University that such student or students are unacceptable to the Institution for reasons of health, performance, or other reasonable cause as permitted by applicable laws and regulations. The student may be permitted to return when the problem or condition is resolved to the satisfaction of both parties.

12. The Institution shall make its facilities available to the University to the extent that the Institution deems possible in order to assist the University in carrying out its educational objectives, giving due consideration to the normal operation of the Institution, the educational needs of the University and students in other educational programs at the Institution.

13. The Institution will provide the University, students and field liaisons with copies of any rules, regulations, policies and procedures with which it expects said individuals to comply. Students shall comply with all rules, regulations, policies and procedures of Institution. The Institution agrees to provide in-service education to

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students or faculty members participating in the Program as such may be required by applicable laws and regulations.

14. The Institution will provide orientation to its facilities for all students. The institution will provide orientation to its facilities for the University faculty if requested to do so by the University.

15. The Institution shall supply qualified field instructors for the supervision and instruction of students assigned to the institution. Field instructors who are supervising a Fordham University student for the first time are required to participate in a training for new field instructors. This training can be completed with Fordham or with another CSWE accredited MSW program. Once completed, there is reciprocity and it need not be repeated.

16. At no time will the Institution field instructor be deemed a member of the University's faculty nor will the field instructor be deemed a servant, employee, or agent of the University. The field instructor will be a member of the Institution's staff for whom the Institution will retain responsibility.

17. The field instructor shall set aside at minimum one hour per week for individual conferences with the student under his/her supervision.

18. The field instructor shall be required to submit in writing an evaluation each semester on the dates and in the form specified by the University of each student under his/her supervision.

19. The field instructor will be available for a minimum of one virtual site visit per academic year.

20. The Institution shall not be required to supply uniforms, lodging, meals, or anything of value to the University, the students, or any University employee involved in the Program, except to make available to the student, at minimum, a desk, access to a

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telephone, and appropriate facilities for the provision of services to the Institution's clients. Supplies, clerical services, and transportation costs relating to the Institution's provision of services will be provided by the Institution.

21. Field placement is an integral part of the student's academic program. Students in field placement shall at no time be deemed servants, agents or employees of the University, nor shall they be entitled to any fringe benefits, workers' compensation, New York State disability or other rights normally afforded to employees

22. It is understood that assigned students are not Institution employees and therefore, are not entitled to any Institution employee benefits, including but not limited to Social Security, Employment Compensation, or Worker's Compensation.

23. The University and the Institution will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"). For the purposes of FERPA, authorized representatives of the Institution may be considered University officials with a legitimate educational interest in the disclosure of personally identifiable information from the University's educational records for Students who participate in the Program.

24. Institution shall provide emergency health care or first aid care for any illness or injury to a Student while on the Institution's premises while fulfilling activities of the Institution, provided, however, that students are not afforded protection under Institution's worker's compensation or health insurance programs. The Student shall be responsible for his or her medical expenses, whether incurred at the Institution or elsewhere.

25. The University shall indemnify and hold the Institution harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the

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University. To the extent permitted by law, the Institution shall indemnify and hold the University harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the Institution. This shall not be deemed a waiver of sovereign immunity or any other third party defense. The University and Institution will provide notice of claim to the other upon receipt. The University or Institution shall have full charge of the defense of any such claim, demand, or suit against them and the University and the Institution shall cooperate fully with each other in such defenses. The University and Institution, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the Defense of any such action. Each party shall furnish to the other certificates of insurance evidencing proof of applicable liability coverage.

26. The University shall maintain during the term of this Agreement a Professional Liability (E&O) insurance policy that covers claims alleging negligent acts of students which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with students' field placement under this Agreement. Said policy shall have an applicable limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, which coverage may be obtained through a combination of primary and excess limits. The University shall

maintain during the term of this Agreement general liability insurance with an applicable limit of One Million Dollars ($1,000,000) combined single limit. The University shall furnish the Institution with a certificate of insurance evidencing proof of such liability coverage.

27. Institution shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.

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28. Students shall be responsible for securing their own medical care and accident insurance or shall be eligible dependents of another person's policies while participating in this Program.

29. Prior to beginning fieldwork placement, the University shall inform students of any special requirements of the Institution, including but not limited to, applicable physical examination, test and immunization requirements. The Institution shall inform the University of any such requirements sufficiently in advance of the beginning of fieldwork placement to allow students to comply with such requirements. Students subject to said applicable physical examination and test requirements shall obtain at their own cost and provide the Institution with proof of the following:

(a) a complete physical examination, and recorded medical history within the past year, of sufficient scope to ensure that the student is free from any health impairment which is of potential risk to patients or which might interfere with performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior ; and

(b) any and all immunizations and tests required by the Institution, including Hepatitis B vaccination if such student's assignment in the Institution may cause reasonably anticipated contact with blood or other potentially infectious materials.

30. The University shall inform the students that the Institution requires all students who have duties at the Institution which have potential for occupational exposure to blood borne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Institution by said students prior to the performance of their rotation at the Institution. The Institution shall

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provide infection control training on blood borne pathogens to any student whose duties may cause them to have occupational exposure to blood borne pathogens. The Institution shall also provide to such students a copy of the Institution's written Exposure Control Plan.

31. The parties hereto mutually agree that at no time will they discriminate against any employee, applicant, patient, or student enrolled in their respective programs because of race, color, creed, religion, national origin, marital status, veteran status, age, sex, disability, gender, gender identity or expression, sexual orientation or handicap of qualified persons, within the meaning of, and subject to the conditions of applicable Federal and State law.

32. Notwithstanding any other provision in this Agreement, the Institution remains responsible for (a) ensuring that any services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and, (c) ensuring adherence to the plan of care established for clients of the Institution.

33. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

34. Any notices, requires, and demands thereunder shall be in writing and shall be sent certified mail, return receipt request; if to the University to:

Fordham University
Graduate School of Social Service
113 West 60th Street
New York, New York 10023-7479
Attn: Linda White-Ryan
Associate Dean of Academic Affairs

if to the Institution to:

Lexington-Fayette Urban
County Government

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200 East Main Street
Lexington, KY 40507
Attn: Kristina Stambaugh

or to such other addresses or by such other means as the parties may mutually designate by written notice.

35. This Agreement contains the entire Agreement between the parties hereto with the respect to the matter contained herein and may not be changed, modified or terminated orally.

36. This Agreement shall be for an initial term commencing on the day and year first above written and terminating on April 29, 2025. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis without further notice by either party unless a written notice of termination shall have been sent by either party to the other sixty (60) days prior to the end of the initial term or prior to the end of any renewal term.

37. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have duly signed this Agreement on the day and year appearing opposite their respective signatures.

FORDHAM UNIVERSITY

DATE: 4/17/2024 By: DocuSigned by: Linda White Ryan D08FFC18A628407...

Linda White-Ryan
Associate Dean of Academic Affairs

Lexington-Fayette Urban County Government

DATE: _____ By: _____

Linda Gorton, Mayor