Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, May 14, 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

0538-24 Table of Motions: Council Work Session, May 7, 2024

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0539-24 An Ordinance amending Section 4-13 of the Code of Ordinances, prohibiting the sale of dogs and cats by pet retail stores; establishing definitions; and providing a penalty for the violation thereof; and creating Section 4-13.1, prohibiting the offering of dogs and cats for sale by individuals in public places; and providing a penalty for the violation thereof, effective November 1, 2024. [Council Office, Hall]

0540-24 A Resolution ratifying and approving the Fiscal Year 2025 Budget of the Downtown Lexington Management District. [Council Office, Hall]

0541-24 A Resolution approving the FY 2025 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

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 **0436-24** An Ordinance amending the authorized strength by abolishing two (2) classified positions of Staff Assistant Senior, Grade 511N, and creating two (2) classified positions of Administrative Specialist, Grade 516N, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

b **0487-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2023-2024 school year, at a cost not exceed $39,500. [Div. of Parks and Recreation, Conrad]

c **0490-24** 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. [Div. of Parks and Recreation, Conrad]

d **0492-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period July 1, 2024 through June 30, 2025, at a cost not to exceed $123,000. [Div. of Water Quality, Martin]

e **0495-24** 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. [Office of Homelessness Prevention and Intervention, Herron]

f **0502-24** A Resolution establishing ESChat as a sole source provider of a radio over internet protocol (ROIP) communications product, for the Div. of Police, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with ESChat related to the procurement of these

goods, at a cost not to exceed $95,160. [Div. of Police, Weathers]

g **0511-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with United Way of the Bluegrass (UWBG), for approximately 797 square feet of space at the Black and Williams Neighborhood Center, generating an annual revenue of $8,081.64 for the Urban County Government. [Dept. of General Services, Ford]

h **0519-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Central Bank Center License Agreement and Levy Catering Agreement for the Police Awards Banquet. [Div. of Police, Weathers]

i **0520-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Pedestrian Overhead Crossing Agreement and other related Agreements with R.J. Corman Railroad/Central Ky. Lines to allow for the construction of a shared-use bridge for the Town Branch Trail Phase V Project, for the Div. of Engineering, at a cost not to exceed $73,785 in FY 2024 and approximately $7,000 in future fiscal years. [Div. of Engineering, Burton]

j **0524-24** A Resolution authorizing the Div. of Facilities and Fleet Management to purchase water source heating and ventilation units from the Corken Steel Products Co., 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 Co., related to the procurement, at a cost not to exceed $47,251.57. [Div. of Facilities and Fleet Management, Baradaran]

k **0525-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with University of Ky. Healthcare for mass casualty assistance. [Div. of Fire and Emergency Services, Wells]

l **0526-24** An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist Senior, Grade 518N, in the Dept. of Housing Advocacy and Community Development, effective upon passage of Council. [Div. of Human Resources, George]

m **0527-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant

Application to the Ky. 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 in Federal funds from the Transportation Alternatives Program (TAP), for the Lane Allen Rd. Sidewalks and the Harrodsburg Rd. Trail, the acceptance of which obligates the Urban County Government to the expenditure of $869,480 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0538-24

File ID:	0538-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/09/2024
File Name:	Table of Motions: Council Work Session, May 7, 2024			**Final Action:**	05/14/2024
Title:	Table of Motions: Council Work Session, May 7, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 05.07.24			**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	05/14/2024	Approved				Pass

Text of Legislative File 0538-24

Title

Table of Motions: Council Work Session, May 7, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
May 7, 2024

Mayor Gorton called the meeting to order at 3:01 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 May 9, 2024 Council Meeting Docket. Seconded by Baxter. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the April 30, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Plomin to approve New Business. Seconded by LeGris. Lynch recused on item a. Motion passed without dissent.

VII. Continuing Business/Presentations

Motion by Wu to remove the SPOKE Award presentation from the May 7, 2024 Work Session agenda. Seconded by Ellinger II. Motion passed without dissent.

Motion by Worley to approve the resolution and ordinances pertaining to the consent agenda. Seconded by Ellinger II. Motion passed without dissent.

Motion by Worley to approve the resolution pertaining to the Disparity Study Update. Seconded by LeGris. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

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

X. Mayor's Report – Price Contract Bid Recommendations

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

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Baxter to adjourn at 3:46 p.m. Seconded by Lynch. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0539-24

File ID: 0539-24 **Type:** Ordinance **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 05/09/2024

File Name: Summary: Social Services and Public Safety Committee, April 9, 2024 **Final Action:** 06/27/2024

Title: An Ordinance amending Section 4-13 of the Code of Ordinances, prohibiting the sale of dogs and cats by pet retail stores; establishing definitions; and providing a penalty for the violation thereof; and creating Section 4-13.1, prohibiting the offering of dogs and cats for sale by individuals in public places; and providing a penalty for the violation thereof, effective November 1, 2024. [Council Office, Hall]

Notes:

Sponsors: **Enactment Date:** 06/27/2024

Attachments: SSPS Summary, Motions, and Legislation, ORD 0539-24 PET SALES PROHIBITION 4859-7799-3914 v.1.docx, AMENDED ORD 0539-24 PET SALES PROHIBITION (amended clean) 4888-9395-7319 v.1.docx, O-064-2024 **Enactment Number:** O-064-2024

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	05/14/2024	Amended				Pass
1	Urban County Council Work Session	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Table	Urban County Council	06/27/2024		Fail
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Amended				Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0539-24

Title

An Ordinance amending Section 4-13 of the Code of Ordinances, prohibiting the sale of dogs and cats by pet retail stores; establishing definitions; and providing a penalty for the violation thereof; and creating Section 4-13.1, prohibiting the offering of dogs and cats for sale by individuals in public places; and providing a penalty for the violation thereof, effective November 1, 2024. [Council Office, Hall]

Social Services and Public Safety Committee

April 9, 2024

Summary and Motions

Chair Reynolds called the meeting to order at 1:01 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Council Members Lynch, LeGris, and Vice Mayor Wu were also present as non-voting members.

I. Approval of March 5, 2024 Committee Meeting Summary

Motion by Baxter to approve the March 5, 2024 Committee Summary. Seconded by Monarrez. Motion passed without dissent.

II. Lexington Humane Pet Sales Ordinance

Todd Blevins, Director of the Humane Society of the United States (HSUS), began the presentation by providing background on the issue(s). He mentioned there are currently 15 pet stores in Lexington, 2 of which sell cats and dogs in stores. The remaining dozen or so do not sell cats/dogs, or they partner with shelters and rescues to promote adoptable pets. He spoke about the puppy/kitten mill to pet store pipeline. Research shows pet stores participate in this retail practice sourcing from large scale commercial breeders (mills) that put profit over the well-being of vulnerable animals.

Included in the packet is a draft Humane Pet Sales Ordinance for the Committee's review. This ordinance would protect puppies, consumers, and ease the burden of Lexington Humane Society and Lexington-Fayette Animal Care and Control (LFACC). This also sends a clear message that puppy and kitten mills and their inhumane practices are not welcome in Lexington. Blevins pointed out the ordinance would not ban the acquisition of dogs of any kind from responsible breeders, animal shelters, or rescue agencies. He also noted 492 communities nationwide have passed similar legislation and shared a list of community partners that are in support of this ordinance.

Speaking about the bill filed at the state, Blevins explained the state was trying to prevent local governments from passing ordinances like this, but for now that has stalled. When asked who decides what a responsible breeder is, Blevins said (responsible breeder) is a general term and it states where the dog and parents came from, but it is not a defined industry term. Speaking about penalties, Blevins said it doesn't make sense that the store would continue getting fine after fine. He said LFACC would step in to enforce this and they would have an inspection. When asked if there is a way to regulate rather than prohibit, Blevins mentioned the regulatory route might require more enforcement. Speaking about selling in outdoor spaces, Blevins clarified that direct sales are still okay.

Motion by Monarrez to approve an ordinance prohibiting the sale of dogs and cats by retail pet stores. Seconded by Baxter. Motion passed 9 - 1 (Yes - J. Brown, Ellinger, Fogle, Monarrez, F. Brown, Baxter, Sevigny, Reynolds, and Plomin; No - Gray).

III. Gun Violence Task Force Report-Out

Chair Reynolds, Chair of the Social Services and Public Safety Committee and Chair of the Gun Violence Task Force, provided the presentation. She provided an overview of the task force which was established in October 2022 and met from August 2023 until March 2024. The task force met in 2 separate groups (Community Pillars and City Leaders) to look at the issue from different angles and to answer questions more easily. The task force had productive conversations which allowed them to develop a list of recommendations which were agreed upon by all members. She reviewed the list of recommendations that came out of each group.

The Community Pillars brought forward 3 recommendations: define gun violence as a public health crisis; support a 3-month long gun violence awareness movement; and expand access and services at all community centers in the city. The City Leaders group brought forward 7 recommendations: a flowchart to show how Council can get involved and share information; provide continued support for co-response teams and mobile crisis teams to allow for rapid response to acute behavioral health emergencies in the city; establish a grant for victim services for the needs of families impacted by gun violence; expand the scope to address gun violence for all ages (not just ages 13-29); support funding for extensive counseling for youth and families impacted by gun violence; support funding for youth group trauma informed care sessions for youth impacted by gun violence; and continued communication with the community about the work and services dealing with gun violence while having transparency and accountability about the budget.

When asked if each recommendation would be submitted as an action item, Reynolds said the plan is to have the report-out approved and brought forward to the full Council as a group of recommendations and she confirmed the task force will continue their work. Speaking about the funding for these suggestions, Reynolds said the task force discussed adding budget numbers to each recommendation, but there were no decisions made on actual numbers to include. There was a request for data to be included in the recommendations and to have Fayette County Public Schools and social workers involved in the conversations.

Addressing what is involved in making gun violence a public health crisis, Reynolds mentioned partnering with the Health Department to run PSAs. There was a suggestion to have the Health Department involved and to make this an official local action which would open the door to additional resources. There was some discussion about the recent changes to the ESR grants and making mental health a priority. When asked if addressing victims of gun violence is something we are going to provide the funding and services for, Allen-Bryant explained the 4 priority areas for ESR. There was a suggestion that we communicate to agencies that mental health is a focus for the current ESR grant allocation so they can submit grants that focus on gun violence. When asked how we can support making the recommendations actionable, Reynolds said it was the intent of the task force to bring this forward and have the Council and Administration determine how to implement the recommendations. The item will remain in committee for future updates. No action was taken on this item.

IV. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:40 p.m.

KJT 04.30.24

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 4-13 OF THE CODE OF ORDINANCES, PROHIBITING THE SALE OF DOGS AND CATS BY PET RETAIL STORES; ESTABLISHING DEFINITIONS; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND CREATING SECTION 4-13.1, PROHIBITING THE SALE OF DOGS AND CATS BY INDIVIDUALS ON PUBLIC PROPERTY, EFFECTIVE THIRTY (30) DAYS FOLLOWING PASSAGE OF COUNCIL.

WHEREAS, the Lexington-Fayette Urban County Council ("Council") has determined that current regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores; and

WHEREAS, Council has received a presentation suggesting that most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits ("puppy mills" and "kitten mills," respectively), and that, according to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and that most pet store dogs and cats come from puppy mills and kitten mills; and

WHEREAS, Council has reviewed materials suggesting that the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of adequate exercise and enrichment; and lack of sanitation; and

WHEREAS, Council has received a presentation suggesting that pet store puppies and kittens, ~~are often sick and have behavioral problems because of the substandard conditions they were born into, including:~~ being taken from ~~their mothers at a very young age; being transported in trucks filled with other young puppies; and being~~

~~placed in a pet store cage with or near other puppies who are often sick~~ said puppy and kitten mills at a young age and sold via commercial retail stores, often receive substandard care and treatment, which contributes to the cycle of abuse perpetuated by puppy and kitten mills; and

WHEREAS, Council has received a presentation suggesting that pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees, and that many consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer and, in some cases pass away; and

WHEREAS, Council believes that prohibiting the retail sale of dogs and cats will help protect local consumers from misinformation and a lack of information about the source and health of animals provided by retail pet shops; and

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant Campylobacter infection from contact with pet store puppies; and

WHEREAS, Council believes that current regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose; and

WHEREAS, Council believes that prohibiting pet stores from selling dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers; and

WHEREAS, this ordinance is not intended to ~~will not~~ affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, ~~the Lexington-Fayette Urban County~~ Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Lexington-Fayette County.

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

Section 1 – That Section 4-13 of the Code of Ordinances of Lexington-Fayette Urban County Government, be and ~~is~~ hereby is amended ~~by adding a section, to be numbered 4-24, which said section reads~~ to read as follows:

Sec. ~~4-24~~ 4-13. Sale of dogs and cats by retail pet stores prohibited.

(a) As used in this section:

(1) *Retail pet store* means a commercial establishment that sells or offers for sale animals on its premises at retail.

(2) *Sell or offer for sale* means to display for sale or exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

(3) *Animal rescue organization* means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue

sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost or displaced animals and to adopt them to good homes. “Animal rescue organization” does not include any person or entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from; a person that breeds animals.

(b) It shall be unlawful for a retail pet store, as defined in subsection (a)(1), to sell or offer for sale a dog or cat.

(c) Nothing in subsection (b) shall prevent a retail pet store from providing space to either an animal rescue organization, as defined in this section, or an adoption agency, as defined in Section 4-1.1, for the purpose of showcasing adoptable dogs or cats to the public, provided that the retail pet store shall have no ownership interest in the dogs or cats and nor shall the retail pet store receive a fee for providing such space.

(d) A retail pet store that sells or offers for sale a dog or cat in violation of subsection (b) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each sale or offer for sale in violation of subsection (b) shall constitute a separate offense. A retail pet store that provides space in violation of subsection (c) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each provision of space in violation of subsection (c) shall constitute a separate offense.

Section 2 – That a new section of the Code of Ordinances of Lexington-Fayette Urban County Government be and hereby is created, to be numbered as Section 4-13.1 of the Code, to read as follows:

Sec. ~~4-25~~ 4-13.1. Sale of dogs and cats in public places prohibited.

(a) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, or parking lot regardless of whether such access is authorized by the owner.

(b) This section shall not apply to the display or offer for sale of dogs or cats by an animal adoption agency, or the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

Section ~~II~~ 3 – That this Ordinance shall become effective thirty (30) days after its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
xxxx-24:GET:4859-7799-3914, v. 1

ORDINANCE NO. _____- 2024

AN ORDINANCE AMENDING SECTION 4-13 OF THE CODE OF ORDINANCES, PROHIBITING THE SALE OF DOGS AND CATS BY PET RETAIL STORES; ESTABLISHING DEFINITIONS; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND CREATING SECTION 4-13.1, PROHIBITING THE SALE OF DOGS AND CATS BY INDIVIDUALS ON PUBLIC PROPERTY, EFFECTIVE NOVEMBER 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Council ("Council") has determined that current regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores; and

WHEREAS, Council has received a presentation suggesting that most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits ("puppy mills" and "kitten mills," respectively), and that, according to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and that most pet store dogs and cats come from puppy mills and kitten mills; and

WHEREAS, Council has reviewed materials suggesting that the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of adequate exercise and enrichment; and lack of sanitation; and

WHEREAS, Council has received a presentation suggesting that pet store puppies and kittens, being taken from said puppy and kitten mills at a young age and sold via commercial retail stores, often receive substandard care and treatment, which contributes to the cycle of abuse perpetuated by puppy and kitten mills; and

WHEREAS, Council has received a presentation suggesting that pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees, and that many consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer and, in some cases pass away; and

WHEREAS, Council believes that prohibiting the retail sale of dogs and cats will help protect local consumers from misinformation and a lack of information about the source and health of animals provided by retail pet shops; and

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant Campylobacter infection from contact with pet store puppies; and

WHEREAS, Council believes that current regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose; and

WHEREAS, Council believes that prohibiting pet stores from selling dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers; and

WHEREAS, this ordinance is not intended to affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Lexington-Fayette County.

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

Section 1 – That Section 4-13 of the Code of Ordinances of Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 4-13. Sale of dogs and cats by retail pet stores prohibited.

(a) As used in this section:

(1) *Retail pet store* means a commercial establishment that sells or offers for sale animals on its premises at retail.

(2) *Sell or offer for sale* means to display for sale or exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

(3) *Animal rescue organization* means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section

501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost or displaced animals and to adopt them to good homes. “Animal rescue organization” does not include any person or entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from; a person that breeds animals.

(b) It shall be unlawful for a retail pet store, as defined in subsection (a)(1), to sell or offer for sale a dog or cat.

(c) Nothing in subsection (b) shall prevent a retail pet store from providing space to either an animal rescue organization, as defined in this section, or an adoption agency, as defined in Section 4-1.1, for the purpose of showcasing adoptable dogs or cats to the public, provided that the retail pet store shall have no ownership interest in the dogs or cats and nor shall the retail pet store receive a fee for providing such space.

(d) A retail pet store that sells or offers for sale a dog or cat in violation of subsection (b) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each sale or offer for sale in violation of subsection (b) shall constitute a separate offense. A retail pet store that provides space in violation of subsection (c) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each provision of space in violation of subsection (c) shall constitute a separate offense.

Section 2 – That a new section of the Code of Ordinances of Lexington-Fayette Urban County Government be and hereby is created, to be numbered as Section 4-13.1 of the Code, to read as follows:

Sec. 4-13.1. Sale of dogs and cats in public places prohibited.

(a) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, or parking lot regardless of whether such access is authorized by the owner.

(b) This section shall not apply to the display or offer for sale of dogs or cats by an animal adoption agency, or the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

Section 3 – That this Ordinance shall become effective November 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0539-24:GET:4859-7799-3914, v. 1

ORDINANCE NO. _____- 2024

AN ORDINANCE AMENDING SECTION 4-13 OF THE CODE OF ORDINANCES, PROHIBITING THE SALE OF DOGS AND CATS BY PET RETAIL STORES; ESTABLISHING DEFINITIONS; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND CREATING SECTION 4-13.1, PROHIBITING THE OFFERING OF DOGS AND CATS FOR SALE BY INDIVIDUALS IN PUBLIC PLACES; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF, EFFECTIVE NOVEMBER 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Council ("Council") has determined that current regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores; and

WHEREAS, Council has received a presentation suggesting that most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits ("puppy mills" and "kitten mills," respectively), and that, according to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and that most pet store dogs and cats come from puppy mills and kitten mills; and

WHEREAS, Council has reviewed materials suggesting that the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of adequate exercise and enrichment; and lack of sanitation; and

WHEREAS, Council has received a presentation suggesting that pet store puppies and kittens, being taken from said puppy and kitten mills at a young age and sold via commercial retail stores, often receive substandard care and treatment, which contributes to the cycle of abuse perpetuated by puppy and kitten mills; and

WHEREAS, Council has received a presentation suggesting that pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees, and that many consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer and, in some cases pass away; and

WHEREAS, Council believes that prohibiting the retail sale of dogs and cats will help protect local consumers from misinformation and a lack of information about the source and health of animals provided by retail pet shops; and

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant Campylobacter infection from contact with pet store puppies; and

WHEREAS, Council believes that current regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose; and

WHEREAS, Council believes that prohibiting pet stores from selling dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers; and

WHEREAS, this ordinance is not intended to affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Lexington-Fayette County.

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

Section 1 – That Section 4-13 of the Code of Ordinances of Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 4-13. Sale of dogs and cats by retail pet stores prohibited.

(a) As used in this section:

(1) *Retail pet store* means a commercial establishment that sells or offers for sale animals on its premises at retail.

(2) *Sell or offer for sale* means to display for sale or exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

(3) *Animal rescue organization* means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section

501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost or displaced animals and to adopt them to good homes. “Animal rescue organization” does not include any person or entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from; a person that breeds animals.

(b) It shall be unlawful for a retail pet store, as defined in subsection (a)(1), to sell or offer for sale a dog or cat.

(c) Nothing in subsection (b) shall prevent a retail pet store from providing space to either an animal rescue organization, as defined in this section, or an adoption agency, as defined in Section 4-1.1, for the purpose of showcasing adoptable dogs or cats to the public, provided that the retail pet store shall have no ownership interest in the dogs or cats and nor shall the retail pet store receive a fee for providing such space.

(d) A retail pet store that sells or offers for sale a dog or cat in violation of subsection (b) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each sale or offer for sale in violation of subsection (b) shall constitute a separate offense. A retail pet store that provides space in violation of subsection (c) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each provision of space in violation of subsection (c) shall constitute a separate offense.

Section 2 – That a new section of the Code of Ordinances of Lexington-Fayette Urban County Government be and hereby is created, to be numbered as Section 4-13.1 of the Code, to read as follows:

Sec. 4-13.1. Sale of dogs and cats in public places prohibited.

(a) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, or parking lot regardless of whether such access is authorized by the owner.

(b) This section shall not apply to the display or offer for sale of dogs or cats by an animal adoption agency, or the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(c) Any person that offers for sale any dog or cat in violation of subsection (a) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each offer for sale in violation of subsection (a) shall constitute a separate offense.

Section 3 – That this Ordinance shall become effective November 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0539-24:GET:4888-9395-7319, v. 1

ORDINANCE NO. 064 - 2024

AN ORDINANCE AMENDING SECTION 4-13 OF THE CODE OF ORDINANCES, PROHIBITING THE SALE OF DOGS AND CATS BY PET RETAIL STORES; ESTABLISHING DEFINITIONS; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND CREATING SECTION 4-13.1, PROHIBITING THE OFFERING OF DOGS AND CATS FOR SALE BY INDIVIDUALS IN PUBLIC PLACES; AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF, EFFECTIVE NOVEMBER 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Council ("Council") has determined that current regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores; and

WHEREAS, Council has received a presentation suggesting that most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits ("puppy mills" and "kitten mills," respectively), and that, according to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and that most pet store dogs and cats come from puppy mills and kitten mills; and

WHEREAS, Council has reviewed materials suggesting that the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of adequate exercise and enrichment; and lack of sanitation; and

WHEREAS, Council has received a presentation suggesting that pet store puppies and kittens, being taken from said puppy and kitten mills at a young age and sold via commercial retail stores, often receive substandard care and treatment, which contributes to the cycle of abuse perpetuated by puppy and kitten mills; and

WHEREAS, Council has received a presentation suggesting that pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees, and that many consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer and, in some cases pass away; and

WHEREAS, Council believes that prohibiting the retail sale of dogs and cats will help protect local consumers from misinformation and a lack of information about the source and health of animals provided by retail pet shops; and

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant Campylobacter infection from contact with pet store puppies; and

WHEREAS, Council believes that current regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose; and

WHEREAS, Council believes that prohibiting pet stores from selling dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers; and

WHEREAS, this ordinance is not intended to affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Lexington-Fayette County.

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

Section 1 – That Section 4-13 of the Code of Ordinances of Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

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(3) *Animal rescue organization* means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section

501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost or displaced animals and to adopt them to good homes. "Animal rescue organization" does not include any person or entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from; a person that breeds animals.

(b) It shall be unlawful for a retail pet store, as defined in subsection (a)(1), to sell or offer for sale a dog or cat.

(c) Nothing in subsection (b) shall prevent a retail pet store from providing space to either an animal rescue organization, as defined in this section, or an adoption agency, as defined in Section 4-1.1, for the purpose of showcasing adoptable dogs or cats to the public, provided that the retail pet store shall have no ownership interest in the dogs or cats and nor shall the retail pet store receive a fee for providing such space.

(d) A retail pet store that sells or offers for sale a dog or cat in violation of subsection (b) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each sale or offer for sale in violation of subsection (b) shall constitute a separate offense. A retail pet store that provides space in violation of subsection (c) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each provision of space in violation of subsection (c) shall constitute a separate offense.

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(b) This section shall not apply to the display or offer for sale of dogs or cats by an animal adoption agency, or the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(c) Any person that offers for sale any dog or cat in violation of subsection (a) shall, upon conviction thereof, be subject to a fine of five hundred dollars ($500.00). Each offer for sale in violation of subsection (a) shall constitute a separate offense.

Section 3 – That this Ordinance shall become effective November 1, 2024.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: July 3, 2024-1t
0539-24:GET:4888-9395-7319, v. 1

MOTION TO AMEND

I move to amend Item Number 5 under Ordinances – Second Reading, relating to the retail sale of dogs and cats by pet retail stores, to clarify that, in addition to prohibiting the sale of dogs and cats by retail pet stores, the ordinance also prohibits the offering of dogs and cats for sale in public places, and to provide a penalty for the offering of dogs and cats for sale in public places. This is a material change and requires a new first reading.

_____

COUNCILMEMBER

Motion to be made at the Council Meeting on June 13, 2024.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0540-24

File ID: 0540-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 05/09/2024

File Name: Presentation: Downtown Lexington Management District FY2025 Proposed Budget **Final Action:** 06/13/2024

Title: A Resolution ratifying and approving the Fiscal Year 2025 Budget of the Downtown Lexington Management District. [Council Office, Hall]

Notes:

Sponsors: **Enactment Date:** 06/13/2024

Attachments: DLMD - Budget - for print, 540-24 Resolution - Industrial Authority FY2025 4887-9418-4382 v.4.doc, R-291-2024 **Enactment Number:** R-291-2024

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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0540-24

Title

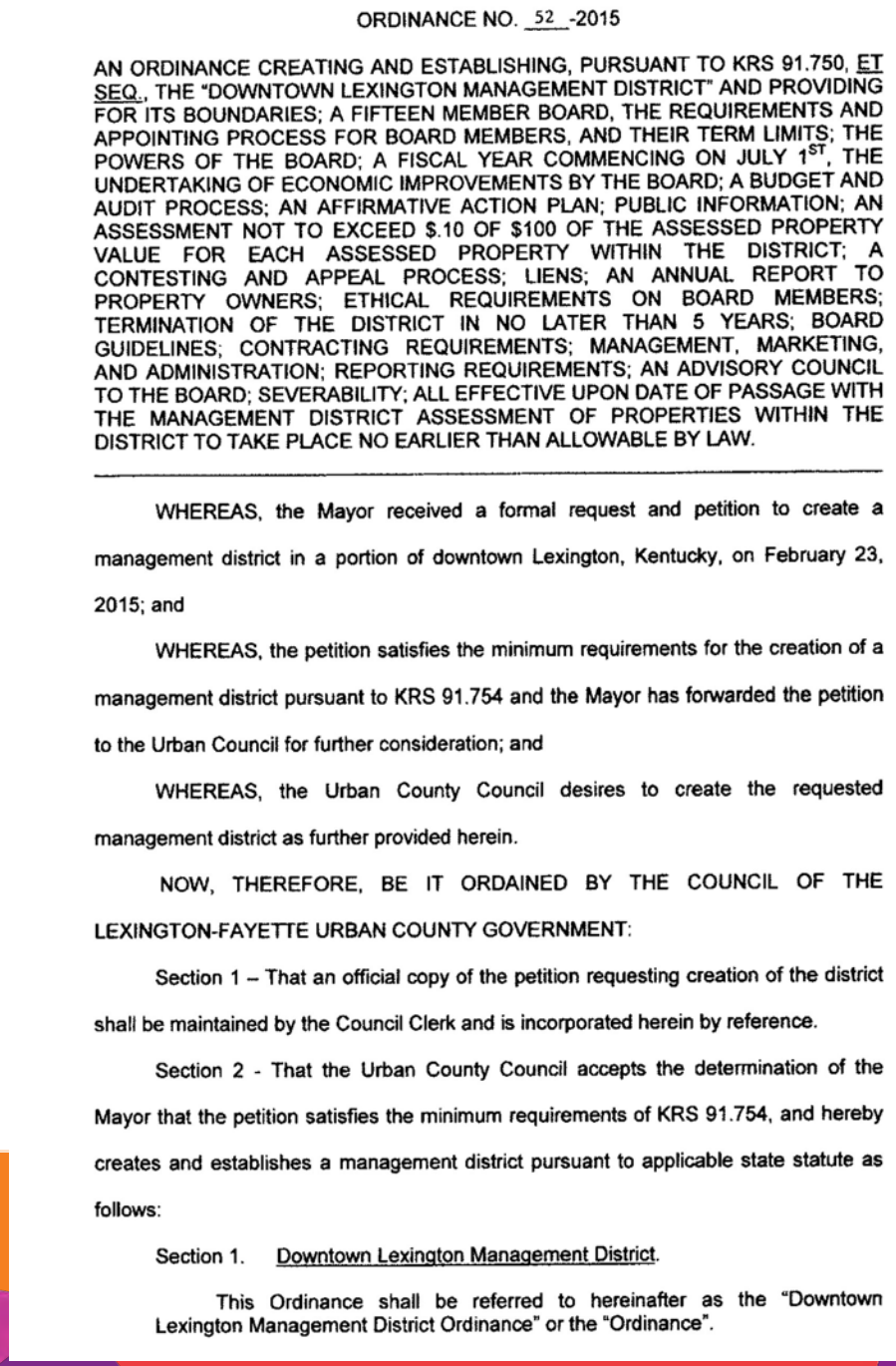
A Resolution ratifying and approving the Fiscal Year 2025 Budget of the Downtown Lexington Management District. [Council Office, Hall]

DOWNTOWN
LEXINGTON
MANAGEMENT
DISTRICT

ORDINANCE

The Downtown Lexington Management District (DLMD) was established May 7, 2015 when Lexington Fayette Urban County Council passed Ordinance 52-2015. The first levy was collected in January 2016 and DLMD began operation later that year.

The District received recertification in 2020 for a five-year period.



ORDINANCE NO. 52 -2015

AN ORDINANCE CREATING AND ESTABLISHING, PURSUANT TO KRS 91.750, ET SEQ., THE "DOWNTOWN LEXINGTON MANAGEMENT DISTRICT" AND PROVIDING FOR ITS BOUNDARIES; A FIFTEEN MEMBER BOARD, THE REQUIREMENTS AND APPOINTING PROCESS FOR BOARD MEMBERS, AND THEIR TERM LIMITS; THE POWERS OF THE BOARD; A FISCAL YEAR COMMENCING ON JULY 1ST, THE UNDERTAKING OF ECONOMIC IMPROVEMENTS BY THE BOARD; A BUDGET AND AUDIT PROCESS; AN AFFIRMATIVE ACTION PLAN; PUBLIC INFORMATION; AN ASSESSMENT NOT TO EXCEED $.10 OF $100 OF THE ASSESSED PROPERTY VALUE FOR EACH ASSESSED PROPERTY WITHIN THE DISTRICT; A CONTESTING AND APPEAL PROCESS; LIENS; AN ANNUAL REPORT TO PROPERTY OWNERS; ETHICAL REQUIREMENTS ON BOARD MEMBERS; TERMINATION OF THE DISTRICT IN NO LATER THAN 5 YEARS; BOARD GUIDELINES; CONTRACTING REQUIREMENTS; MANAGEMENT, MARKETING, AND ADMINISTRATION; REPORTING REQUIREMENTS; AN ADVISORY COUNCIL TO THE BOARD; SEVERABILITY; ALL EFFECTIVE UPON DATE OF PASSAGE WITH THE MANAGEMENT DISTRICT ASSESSMENT OF PROPERTIES WITHIN THE DISTRICT TO TAKE PLACE NO EARLIER THAN ALLOWABLE BY LAW.

WHEREAS, the Mayor received a formal request and petition to create a management district in a portion of downtown Lexington, Kentucky, on February 23, 2015; and

WHEREAS, the petition satisfies the minimum requirements for the creation of a management district pursuant to KRS 91.754 and the Mayor has forwarded the petition to the Urban Council for further consideration; and

WHEREAS, the Urban County Council desires to create the requested management district as further provided herein.

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

Section 1 – That an official copy of the petition requesting creation of the district shall be maintained by the Council Clerk and is incorporated herein by reference.

Section 2 - That the Urban County Council accepts the determination of the Mayor that the petition satisfies the minimum requirements of KRS 91.754, and hereby creates and establishes a management district pursuant to applicable state statute as follows:

Section 1. Downtown Lexington Management District.

This Ordinance shall be referred to hereinafter as the "Downtown Lexington Management District Ordinance" or the "Ordinance".

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

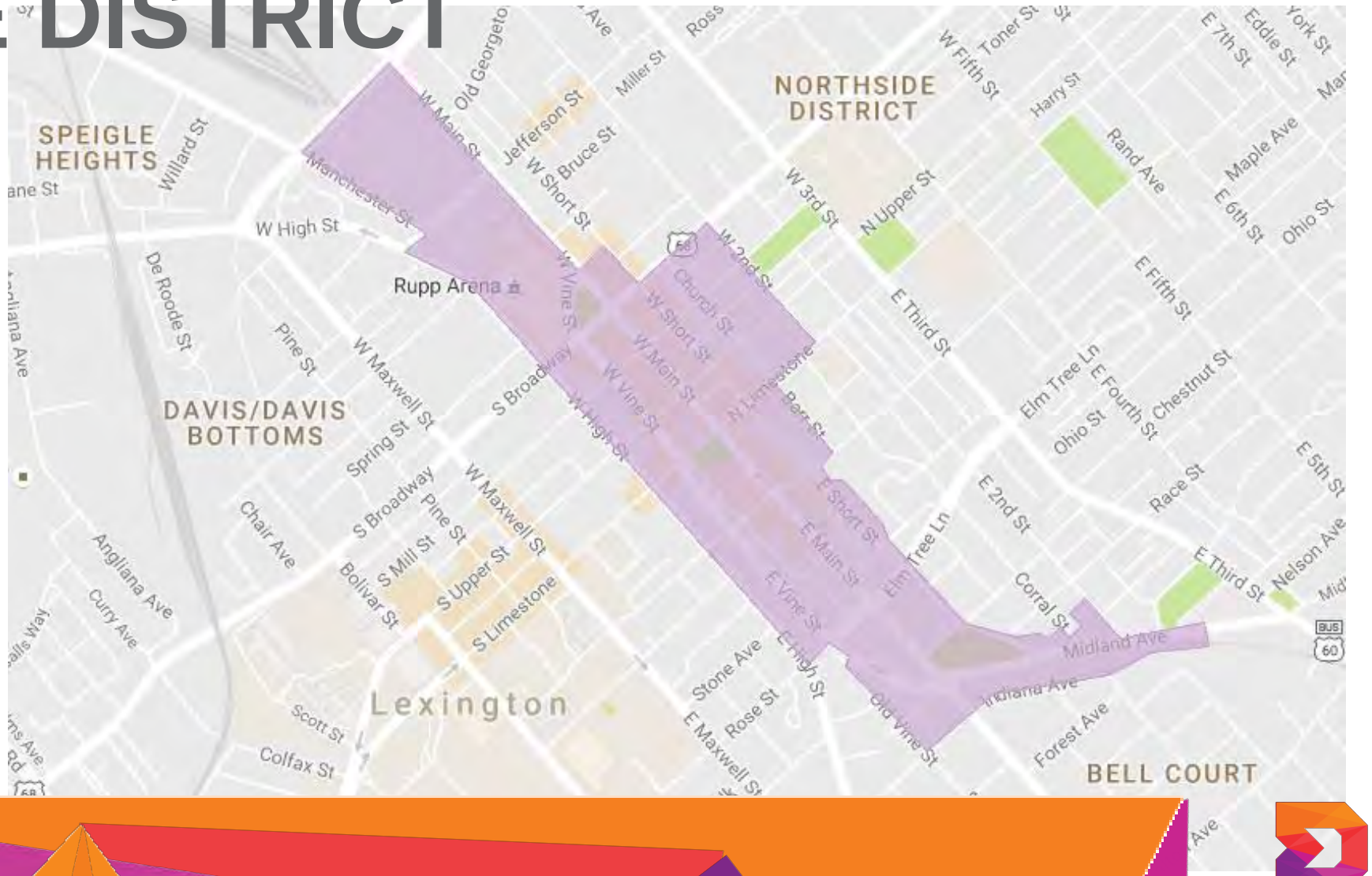
OUR THREE MANDATES



- Beautification: providing enhanced cleaning services to create a foundation for business development.
- Safety: providing enhanced safety resources to address worker, visitor and resident safety.
- Marketing: supporting public art initiatives and economic development and business support programs.

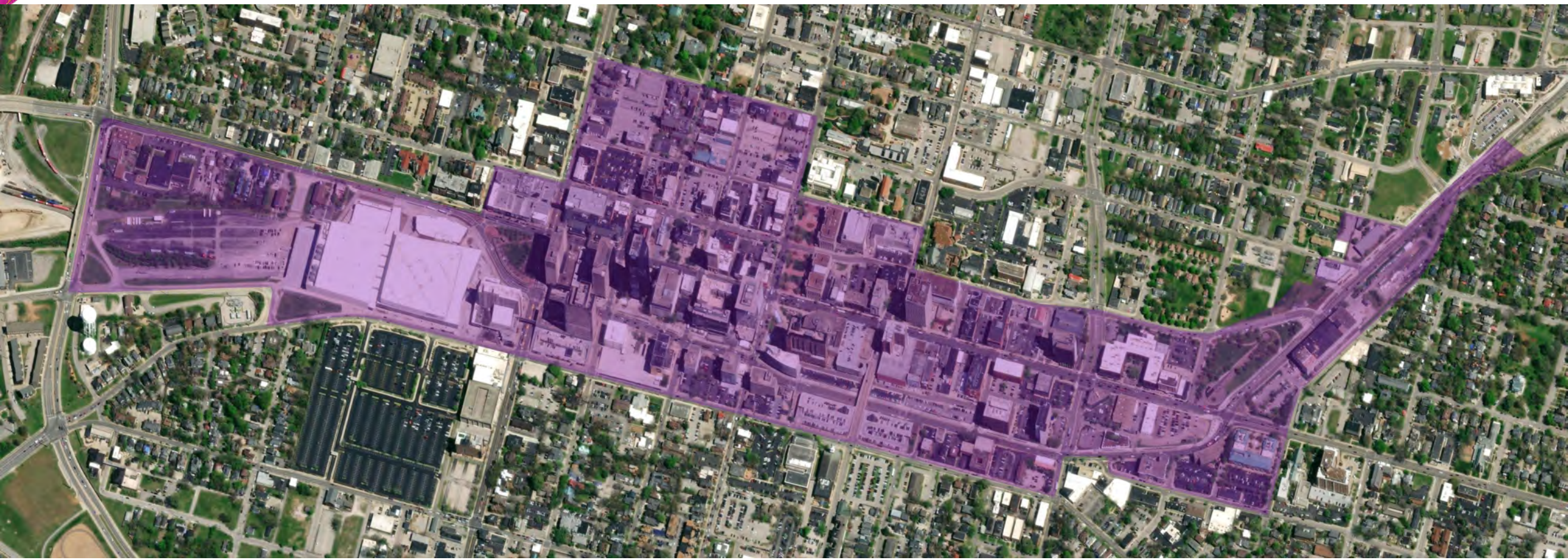
DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

THE DISTRICT



DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

THE DISTRICT



DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

LFUCG Councilmember Districts within Downtown Lexington Management District

- Hannah LeGris, District 3
- Tayna Fogle, District 1
- Jennifer Reynolds, District 11

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

DLMD Board

- **James H. Frazier III, Chair**
  Office Representative
  McBrayer PLLC
- **Dougie Allen, Vice Chair**
  Hospitality/Entertainment Representative
  Creaux
- **Scott Davidson, Secretary**
  Office Representative
  Langley Properties Company
- **Juan Castro, Treasurer**
  Member At Large
  The JCC Group
- **Rachel Savane**
  Retail Business Representative
  Savane Silver
- **Mary Quinn Ramer**
  Tenant Representing Owners
  VisitLEX
- **Clay Angelucci**
  Office Representative
  Block+Lot
- **Kevin Atkins**
  Mayor Designee
  City of Lexington
- **Bryanna Carroll**
  Parking Facility Representative
  Kentucky League of Cities
- **Lawrence W. Wetherby, III**
  Tenant Representative
  Republic Bank
- **James Brown**
  Council Member At-Large
  City of Lexington
- **Hannah LeGris**
  Council Member Third District
  City of Lexington
- **Thomas Pettit**
  Residential Property Representative
- **Beverly Fortune**
  Member at Large
- **Ron Tritschler**
  Hospitality and Entertainment Representative
  The Webb Companies

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

WORK IN THE DISTRICT







DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

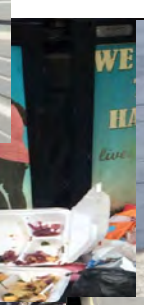
WORK IN THE DISTRICT

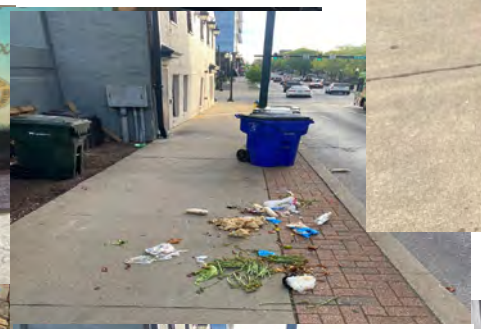
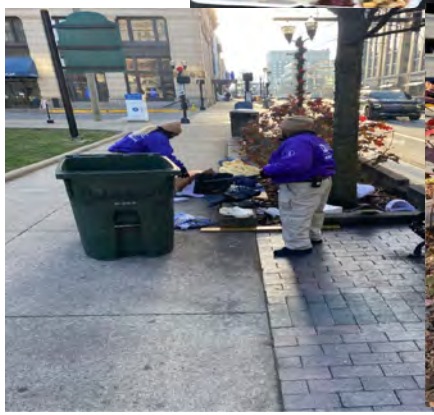


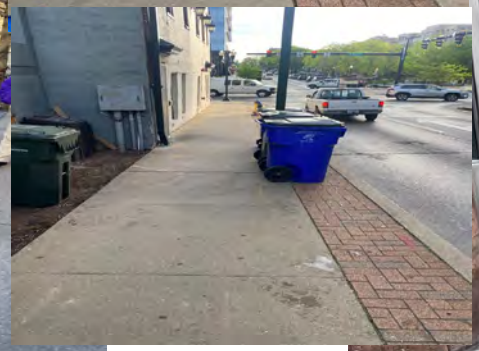
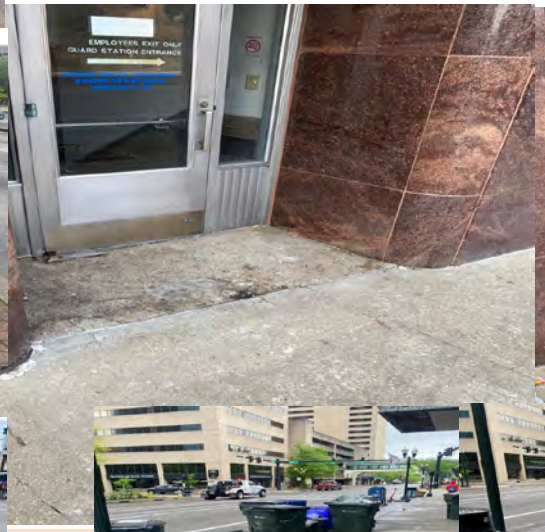


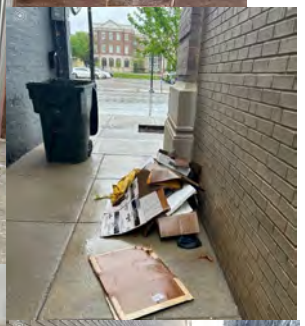






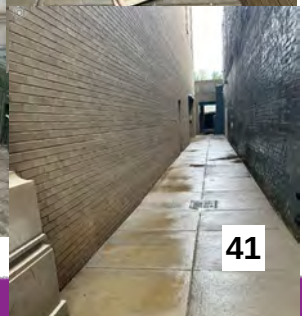










BUDGET 2024-2025

Downtown Lexington Management District

Comparative Statement of Activities
For the Period of 07/01/2023 to 04/30/2024

Acct #	Account Name	Current Period April	YTD April
Income			
	Property Tax Collections		
4100	Downtown District Property Tax	0.00	529,340.60
4110	Penalties & Interest	0.00	1,726.15
4120	Minus 2% Discount	0.00	-9,053.66
4130	Minus Sherriff Fee (4.25%)	0.00	-22,185.56
	Total Downtown Property Tax		
	Total Income	**$ -**	**$ 499,827.53**
Expense			
	Special Projects, Art & New Opportunities		
6110	Downtown Art Project	0.00	0.00
	Total District Service	**$ -**	**$ -**
	District Services (Cleaning & Safety)		
6200	Block by Block Ambassadors	30,774.67	300,802.21
6210	Block by Block Hospitality Ambassadors	1,300.00	13,436.34
6220	Additional Security	25,000.00	25,000.00
6230	Supplies & Equipment	0.00	0.00
	Total District Service	**$ 57,074.67**	**$ 339,238.55**
	Marketing & Communications		
6310	Advertising & Promotion	0.00	0.00
6320	Website Design & Maintenance	300.00	300.00
6325	Website Hosting	0.00	0.00
	Total Marketing & Communications	$ 300.00	$ 300.00
	Business Support/Economic Development/Recruitment		
6400	Improvement Grants	0.00	9,000.00
6410	Lighting Grants	0.00	0.00
6450	State of Downtown	0.00	4,000.00
	Total Business Support/Economic Development	$ -	$ 13,000.00
	Management & Planning		
6510	Management Services	2,491.67	24,916.70
6510	Accoutning Software Subscription	0.00	1,188.00
6560	Office Expense	0.00	0.00
	Total Management & Planning & Communications	$ 2,491.67	$ 26,104.70
	Total Expense	**$ 59,866.34**	**$ 378,643.25**
	Net Income (Loss)	**$ (59,866.34)**	**$ 121,184.28**

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

BUDGET 2024-2025

Downtown Lexington Management District

Comparative Statement of Activities with Last Year
For the Period of 07/01/2023 to 04/30/2024

Acct #	Account Name	YTD April, 2024	YTD April, 2023	Difference
Income				
	Property Tax Collections			
4100	Downtown District Property Tax	529,340.60	515,591.18	13,749.42
4110	Penalties & Interest	1,726.15	0.00	1,726.15
4120	Minus 2% Discount	-9,053.66	-8,587.92	-845.60
4130	Minus Sherriff Fee (4.25%)	-22,185.56	-21,339.96	-465.74
	Total Downtown Property Tax			
	Total Income	**$ 499,827.53**	**$ 485,663.30**	**$ 14,164.23**
Expense				
	Special Projects, Art & New Opportunities			
6110	Downtown Art Project	0.00	0.00	0.00
	Total District Service	$ -	$ -	$ -
	District Services (Cleaning & Safety)			
6200	Block by Block Ambassadors	300,802.21	279,263.86	21,538.35
6210	Block by Block Hospitality Ambassadors	13,436.34	12,053.76	1,382.58
6220	Additional Security	25,000.00	35,881.48	-10,881.48
6230	Supplies & Equipment	0.00	2,386.58	-2,386.58
	Total District Service	**$ 339,238.55**	**$ 329,585.68**	**$ 9,652.87**
	Marketing & Communications			
6310	Advertising & Promotion	0.00	0.00	0.00
6320	Website Design & Maintenance	300.00	986.57	-686.57
6325	Website Hosting	0.00	0.00	0.00
	Total Marketing & Communications	$ 300.00	$ 986.57	$ (686.57)
	Business Support/Economic Development/Recruitment			
6400	Improvement Grants	9,000.00	10,000.00	-1,000.00
6410	Lighting Grants	0.00	0.00	0.00
6450	State of Downtown	4,000.00	0.00	4,000.00
	Total Business Support/Economic Development	$ 13,000.00	$ 10,000.00	$ 3,000.00
	Management & Planning			
6510	Management Services	24,916.70	25,000.00	-83.30
6510	Accoutning Software Subscription	1,188.00	948.00	240.00
6560	Office Expense	0.00	304.22	-304.22
	Total Management & Planning & Communications	$ 26,104.70	$ 26,252.22	$ (147.52)
	Total Expense	**$ 378,643.25**	**$ 366,824.47**	**$ 11,818.78**
	Net Income (Loss)	**$ 121,184.28**	**$ 118,838.83**	**$ 2,345.45**

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

BUDGET 2024-2025

Downtown Lexington Management District
2024-2025 Proposed Budget
Approved Budget

Account Number	Account Name	2023-2024 YTD Approved Budget	2023-2024 YTD Estimated to June 30,2024	2024-2025 Proposed Budget	Notes
Income					
Property Tax Collections					
4100	Downtown District Property Tax	515,000.00	529,340.60	529,700.00	Most Likely Scenario - Conservative
4110	Penalties & Interest	0.00	1,726.15	0.00	
4110	Minus Sheriff Fee 4.25%	-21,887.50	-22,185.56	-22,512.25	4.25% of taxes received
4120	Minus 2% Discount	-9,000.00	-9,053.66	-9,500.00	2% discounts for early payment
Total Property Tax Collections		484,112.50	499,827.53	497,687.75	
Other Income					
4300	City of Lexington Security Grant	0.00	0.00	50,000.00	City match for additional security in Donwtown's Entertainment District
Total Other Income		0.00	0.00	50,000.00	
Total Income		**484,112.50**	**499,827.53**	**547,687.75**	
		1%	11%		
Expense		From FYE 2024 Budget	From FYE 2024 Budget		
Special Projects, Art & New Opportunities					
6110	Downtown Art Project	12,500.00	0.00	5,000.00	Decrease to Account for Recertification & Added Security
Total Special Projects, Art & New Opportunities		12,500.00	0.00	5,000.00	
District Services (Cleaning & Safety)					
6200	Block by Block Services	375,000.00	369,296.04	377,000.00	Will not be able to absorb much of an increase due to recertification Project
6210	Block by Block Hospitality Ambassadors	18,000.00	17,000.00	17,300.00	Adjusted based on Actual expenses paid
6220	Downtown Additional Security	0.00	0.00	75,000.00	Additional Security for Downton's Entertainment District. $25,000 from 2023-2024 Budget paid from DLMD Funds. Included in FYE 2024 Rerpots
6240	Ambassadors Care	0.00	0.00	500.00	New account to take care of our ambassadors
Total District Services (Cleaning & Safety)		393,000.00	386,296.04	469,800.00	
Marketing & Communications					
6310	Advertising & Promotion	300.00	0.00	100.00	
6320	Website Design & Maintenance	250.00	0.00	0.00	
6325	Website Hosting	400.00	0.00	300.00	Decrease to account for Recertification Project
6340	Merchant Marketing	500.00	0.00	0.00	
6350	Communications	500.00	0.00	100.00	
Total Marketing & Communications		1,950.00	0.00	500.00	
Business Support/Economic Development/Recruitment					
6400	Downtown Improvement Grants	27,000.00	9,000.00	12,000.00	Decrease to account for recertification & Added Security
6410	Lighting Grants	12,000.00	0.00	0.00	Decrease to account for recertification & Added Security
6450	State of Downtown	4,000.00	4,000.00	4,000.00	Kept as previous year to support his event
Total Business Support/Economic Development/Recruitment		43,000.00	13,000.00	16,000.00	
Management & Planning					
6500	Management Services	29,900.00	29,900.00	29,900.00	Contract to remain the same for 2024-2025 budget
6510	Accounting Software Subscription	1,500.00	1,188.00	1,200.00	Small adjustments to account for recertification
6560	Office Supplies	750.00	196.50	200.00	
6900	Recertification Project	0.00	0.00	25,000.00	Recertification Project - 10 year certification
Total Management & Planning		32,150.00	31,284.50	56,300.00	
Total Expense		**482,600.00**	**430,580.54**	**547,600.00**	
Net Income (Loss)		**1,512.50**	**69,246.99**	**87.75**	Extremely Tight Budget due to Added Security

RESOLUTION NO. _____-2024

A RESOLUTION RATIFYING AND APPROVING THE FISCAL YEAR 2025 BUDGET OF THE DOWNTOWN LEXINGTON MANAGEMENT DISTRICT.

WHEREAS, KRS 91.758 requires a management district to submit its annual budget for the cost of providing economic improvements within the management district to the legislative body of the urban county government for its approval;

WHEREAS, the Urban County Council is the legislative body of the Lexington-Fayette Urban County Government, and it re-established and continued, through the adoption of Ordinance No. 32-2020, the Downtown Lexington Management District previously created pursuant to Ordinance No. 52-2015; and

WHEREAS, the Downtown Lexington Management District has submitted its proposed budget for Fiscal Year 2025 for the cost of providing economic improvements within the district for consideration by the Urban County Council.

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

Section 1 - That the preamble to this Resolution is incorporated herein in its entirety.

Section 2 - That the Fiscal Year 2025 Budget for the Downtown Lexington Management District, which is attached hereto and incorporated by reference, be and hereby is ratified and approved for the purposes set forth in Ordinance No. 32-2020 and the proposed economic improvements budgeted within the district, and that any requirement that the budget be submitted to the Urban County Council no later than two months prior to the commencement of the fiscal year is waived.

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
540-24:DJB:4887-9418-4382, v. 4

RESOLUTION NO. 291 -2024

A RESOLUTION RATIFYING AND APPROVING THE FISCAL YEAR 2025 BUDGET OF THE DOWNTOWN LEXINGTON MANAGEMENT DISTRICT.

WHEREAS, KRS 91.758 requires a management district to submit its annual budget for the cost of providing economic improvements within the management district to the legislative body of the urban county government for its approval;

WHEREAS, the Urban County Council is the legislative body of the Lexington-Fayette Urban County Government, and it re-established and continued, through the adoption of Ordinance No. 32-2020, the Downtown Lexington Management District previously created pursuant to Ordinance No. 52-2015; and

WHEREAS, the Downtown Lexington Management District has submitted its proposed budget for Fiscal Year 2025 for the cost of providing economic improvements within the district for consideration by the Urban County Council.

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

Section 1 - That the preamble to this Resolution is incorporated herein in its entirety.

Section 2 - That the Fiscal Year 2025 Budget for the Downtown Lexington Management District, which is attached hereto and incorporated by reference, be and hereby is ratified and approved for the purposes set forth in Ordinance No. 32-2020 and the proposed economic improvements budgeted within the district, and that any requirement that the budget be submitted to the Urban County Council no later than two months prior to the commencement of the fiscal year is waived.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

540-24:DJB:4887-9418-4382, v. 4

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0541-24

File ID:	0541-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/09/2024
File Name:	Presentation: Lextran FY2025 Proposed Budget			**Final Action:**	06/13/2024

Title: A Resolution approving the FY 2025 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	Lextran FY2025 Budget Proposal PowerPoint Council Draft, Memo and Budget to Mayor & LFUCG FY2025, 0541-24 Resolution LexTran Budget FY25 4857-8391-9038 v.1.doc, R-292-2024	**Enactment Number:**	R-292-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0541-24

Title

A Resolution approving the FY 2025 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

Proposed FY2025 Operating Budget and Five-Year Capital Plan



Presented to the Lexington-Fayette Urban County Council

Presentation by
Fred Combs, General Manager

Lextran

May 14, 2024

WE SERVE PEOPLE AND OUR COMMUNITY WITH MOBILITY SOLUTIONS.



Lextran

LEXTRAN AT A GLANCE



25 FIXED ROUTES



3.68 MILLION PASSENGER TRIPS (2023)



12,444 TRIPS PER WEEKDAY (2023)



51% OF TRIPS ARE FOR WORK OR SCHOOL



886 BUS STOPS



106 SHELTERS AT STOPS



76 VEHICLES IN OUR DIVERSE FLEET



53 WHEELS PARATRANSIT VEHICLES



64% LOW-NO EMISSION BUSES

HIGHLIGHTS FOR FY2024

- Lextran's 50th Anniversary Celebration included a Greyline Station Block party, an event at the Clerestory, and a Mayoral Proclamation.
- Our fixed-route service is on pace for about 3.75 million trips in FY24.
- Received 21 new vehicles (ten fixed-route, nine paratransit, two non-revenue).
- For paratransit, we launched a new Rider Guide and conducted listening sessions.
- Progress on capital projects, include the Transit Center renovation, the CNG fueling infrastructure, and an on-board technology project.
- Completed on-route infrastructure improvement projects at 13 bus stops in the Lextran service area (RAMP program):
  - 3 new shelter installations and 6 replacements
  - 4 additional locations received improvements such as benches, sidewalk connections, and ADA-accessibility improvements
- Work remains to conclude the year: Contract Negotiations & Paratransit Services







FIXED-ROUTE OUTLOOK

- Lextran projects about 3,750,00 trips this fiscal year, a growth of 8.3% from last fiscal year.
- The majority of trips on Lextran are for work and school (from the 2022 Comprehensive Operations Analysis).

Year	Total Ridership	Prior Year Percent Change
FY2020	3,737,254	
FY2021	2,388,917	-36.1%
FY2022	2,725,430	14.1%
FY2023	3,462,146	27.0%
FY2024	*3,750,000** *(Projected)*	8.3%



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LEXTRAN'S FIXED-ROUTE FLEET

- 59 active vehicles (52 needed to make service)
- 17 vehicles will be beyond their useful life in FY2025
- Seven vehicles are on order and will arrive in the next two years
- Lextran owns an additional 17 vehicles that are out of service, awaiting disposal, or in the contingency fleet
- Lextran's fleet replacement strategy is to aim for 6-7 vehicles per year

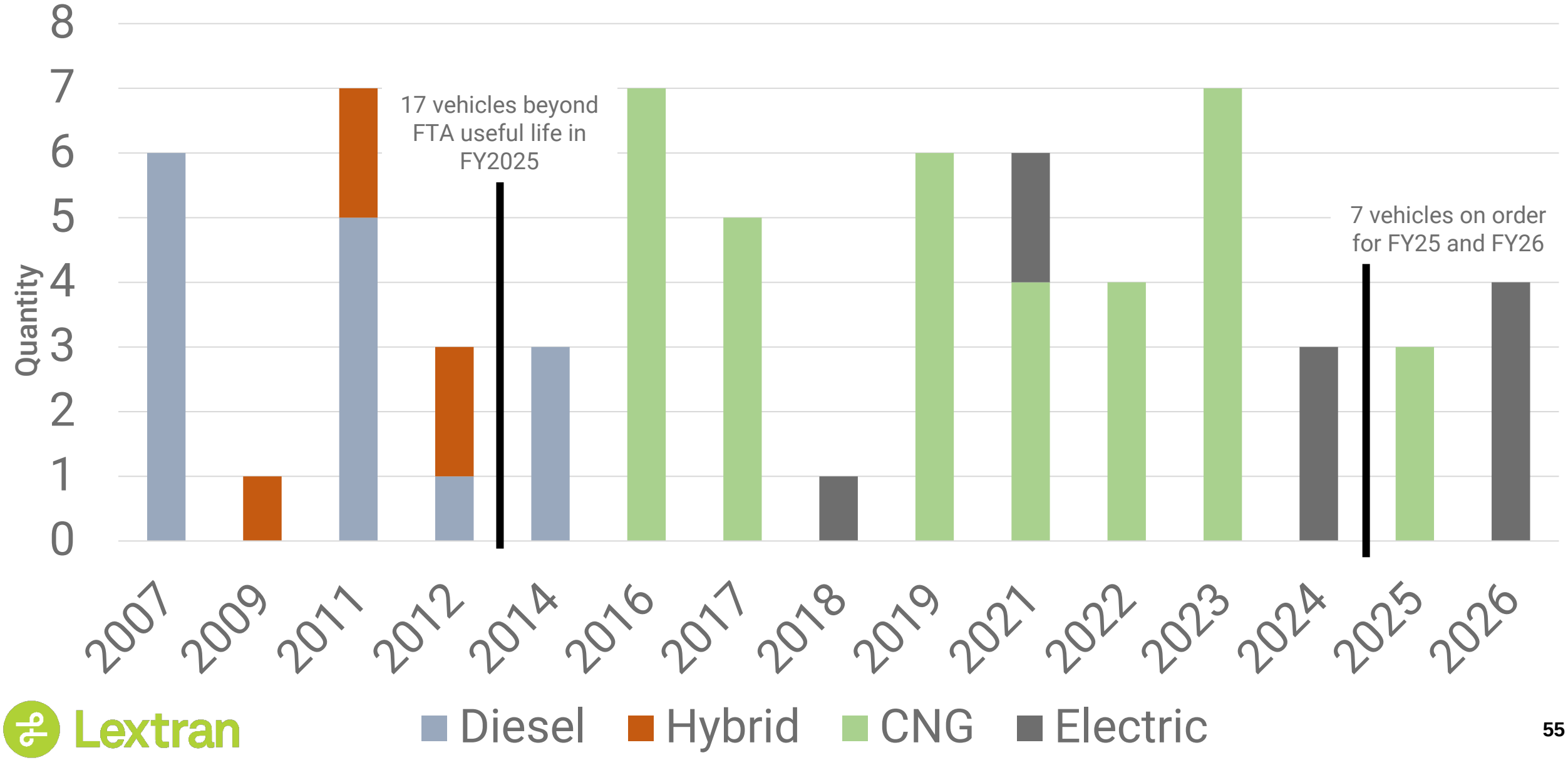
Fuel Type	Quantity	Average Age	Percent of Total
CNG	33	4.9	56%
Diesel	15	13.0	25%
Electric	6	3.0	10%
Hybrid	5	13.3	8%
Total	**59**	**7.9**	





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LEXTRAN'S FIXED ROUTE FLEET



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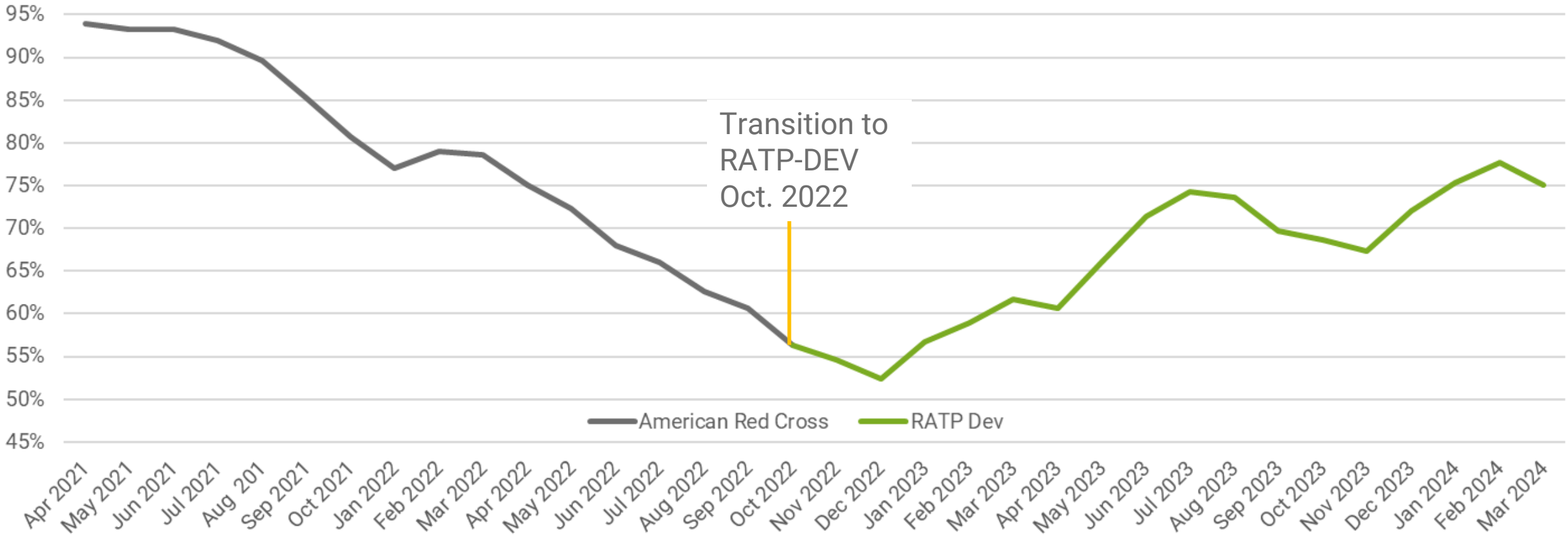
PARATRANSIT SERVICE OUTLOOK

- Paratransit service is intended to complement fixed-route service for people who cannot access the bus system by nature of their disability.
- Recent efforts to improve service include:
  - Implemented a new Rider Guide
  - Transitioned paratransit eligibility assessments
  - Held the first set of listening sessions to glean input from the community
  - Improved internal operations in partnership with RATP-Dev
- Improving paratransit performance Paratransit service is a key priority for FY2025, including:
  - Continued listening sessions
  - Working with major trip generators to manage demand
  - Acquiring new vehicles

Year	Ridership	Prior Year Percent Change
FY2020	200,595	
FY2021	159,474	-20%
FY2022	174,412	9%
FY2023	155,006	-11%
FY2024	*166,000*	7%



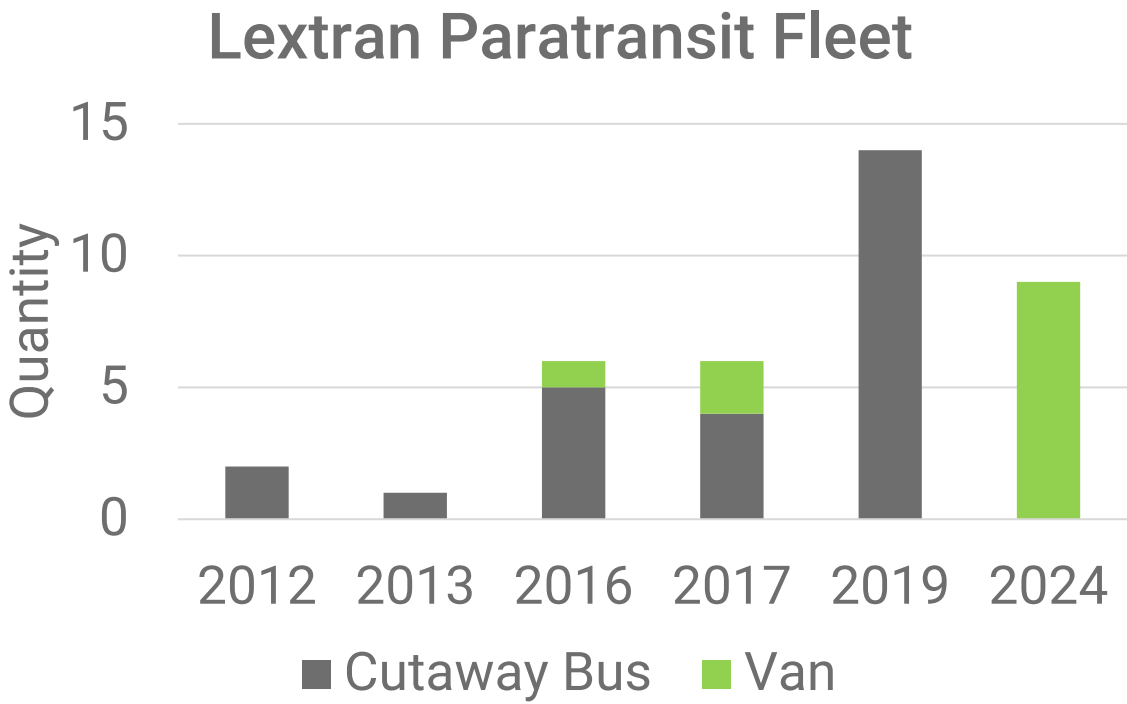
PARATRANSIT ON-TIME PERFORMANCE
THREE-MONTH ROLLING AVERAGE



Lextran

PARATRANSIT FLEET REPLACEMENT

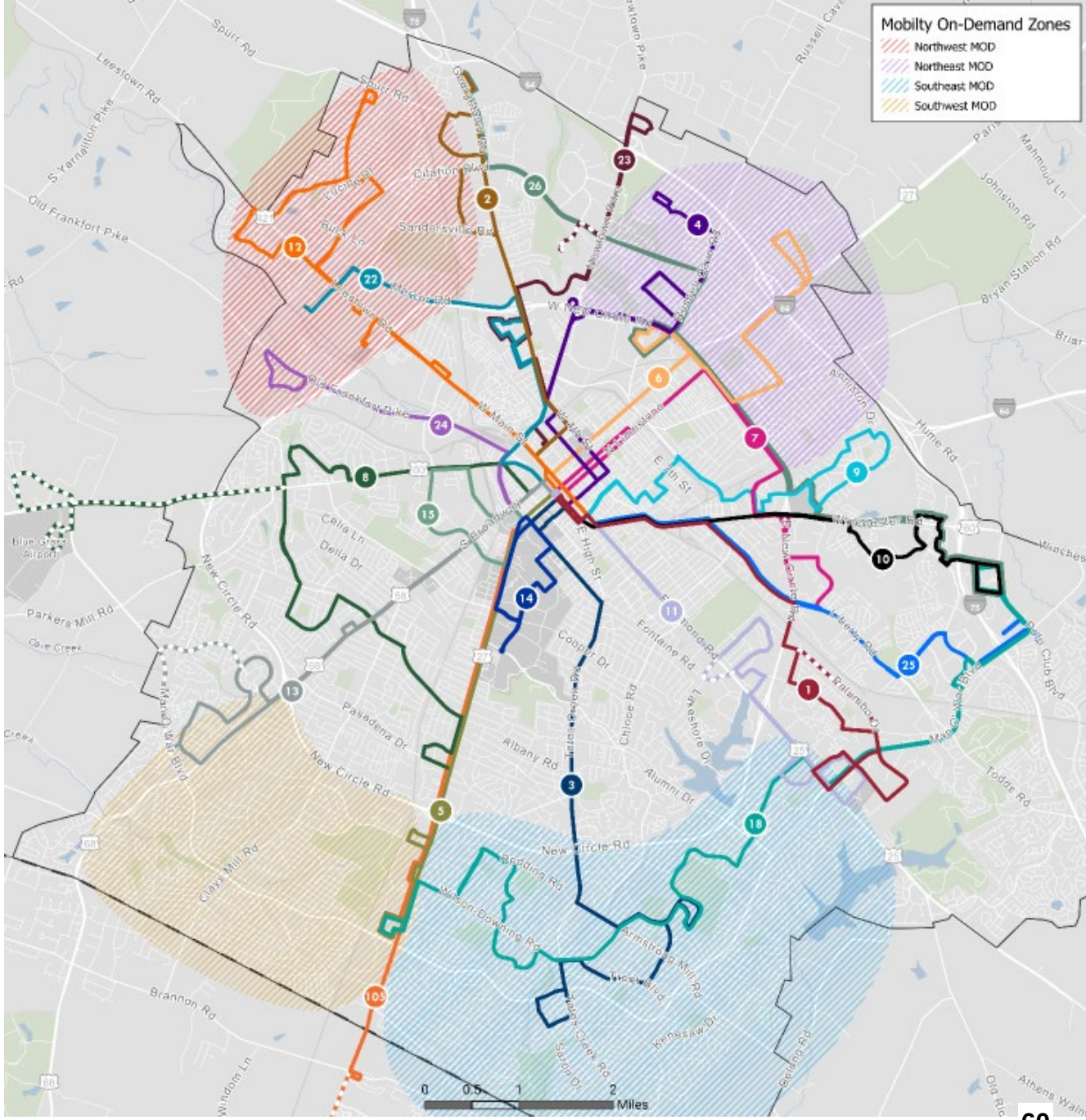
- Current fleet has 29 vehicles in service, all of which are at or beyond their useful life (5 years for cutaways, 4 years for vans)
- An additional 9 vans will be placed into service later in May
- Lextran currently leases 19 additional vans through the paratransit services contract



FAQs (from Lextran's COA)	Fixed-Route	Paratransit	On-Demand Service (Microtransit)
Where will I be picked up or dropped off?	Bus Stop	Front Door	Nearby Intersection
Where can I ride?	Trips must begin or end at fixed-route bus stop	Trips must begin and end within Fayette County	Trips must begin and end within defined on-demand zone
Do I need to book a ride in advance?	No advance booking is required	24-hour advance booking is required	Same-day booking. Typical wait time of 30 minutes or less.
Who can ride?	Anyone can ride	Pre-approved customers only	Anyone can ride
Is the service ADA-accessible?	Wheelchair accessible	Wheelchair accessible + Assistance provided	Wheelchair accessible
Will I share a ride with another passenger?	Yes	Sometimes	Sometimes

MICROTRANSIT IN LEXINGTON

- $75,000 budgeted for a microtransit feasibility study
  - Potential zone areas connecting to fixed-route
  - Recommendations on service structure:
    - Point-to-point
    - Curb-to-curb
    - Door-to-door
  - Hours of service
  - Fare structures
- Cost estimations for multiple scenarios



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BUDGET OUTLOOK

- Proposed budget is balanced: $35,495,147
- FY2025 budget includes a focus on training & employee development
- End of pandemic-era federal funding assistance
- Expenses increased substantially
  - Uncertainty remains around upcoming contract negotiations and an increase in heath insurance costs
  - Wages and Fringe, along with paratransit costs, account for about 80% of total expenses

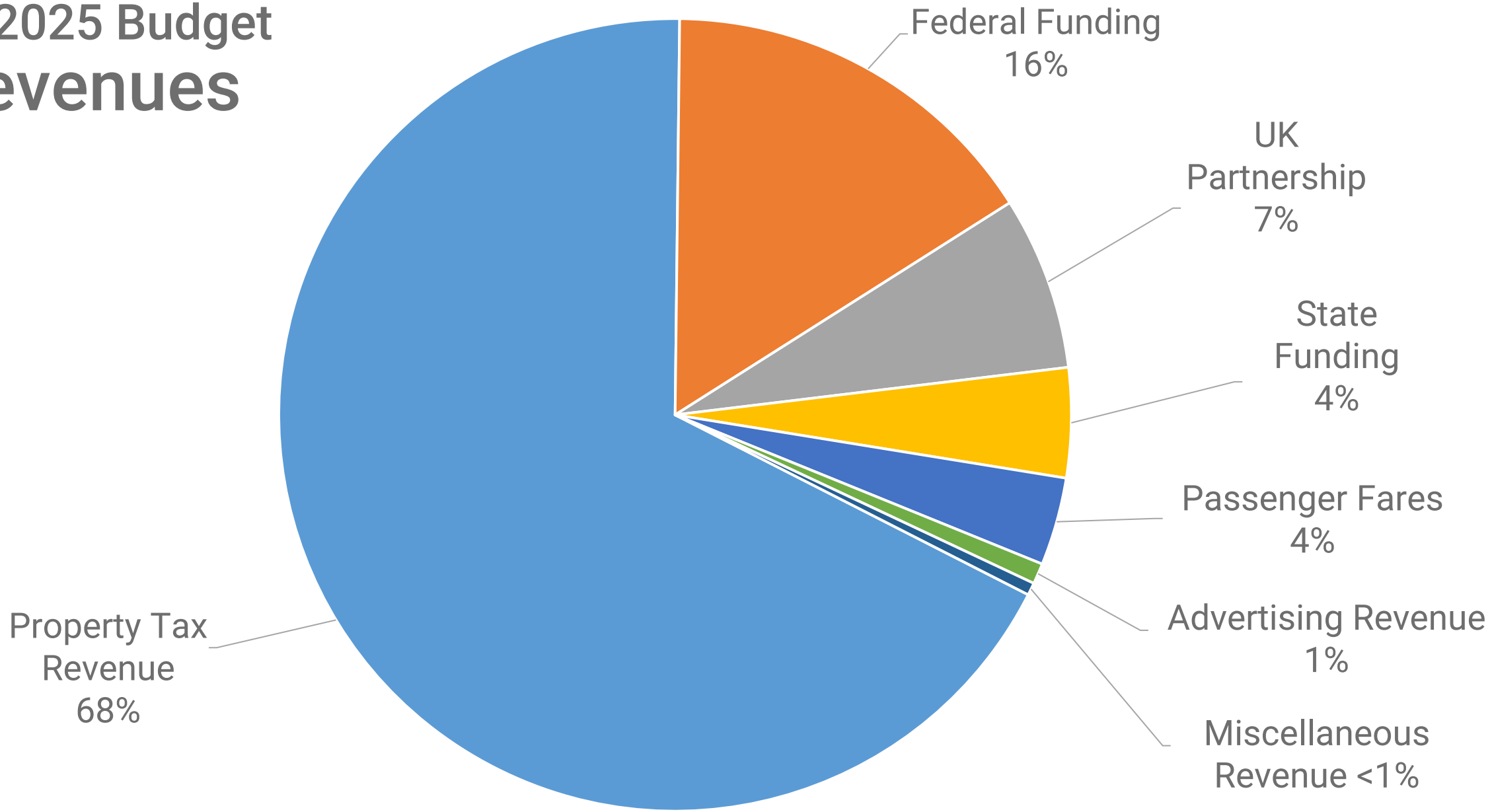


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FY2025 BUDGET-REVENUES

REVENUE SOURCE	FY2025 Budget	FY2024 Projected	FY2024 Budget
Property Tax Revenue	$24,023,978	$23,324,250	$22,418,240
Federal Funding	$5,617,465	$5,666,356	$8,761,413
UK Partnership	$2,511,104	$2,521,937	$2,511,104
State Funding	$1,587,548	$1,216,025	$1,216,025
Passenger Fares	$1,274,153	$1,248,830	$1,207,223
Advertising Revenue	$300,000	$275,000	$260,000
Miscellaneous Revenue	$180,900	$175,643	$166,500
TOTAL REVENUE	**$35,495,147**	**$34,428,041**	**$36,540,505**

FY2025 Budget
Revenues

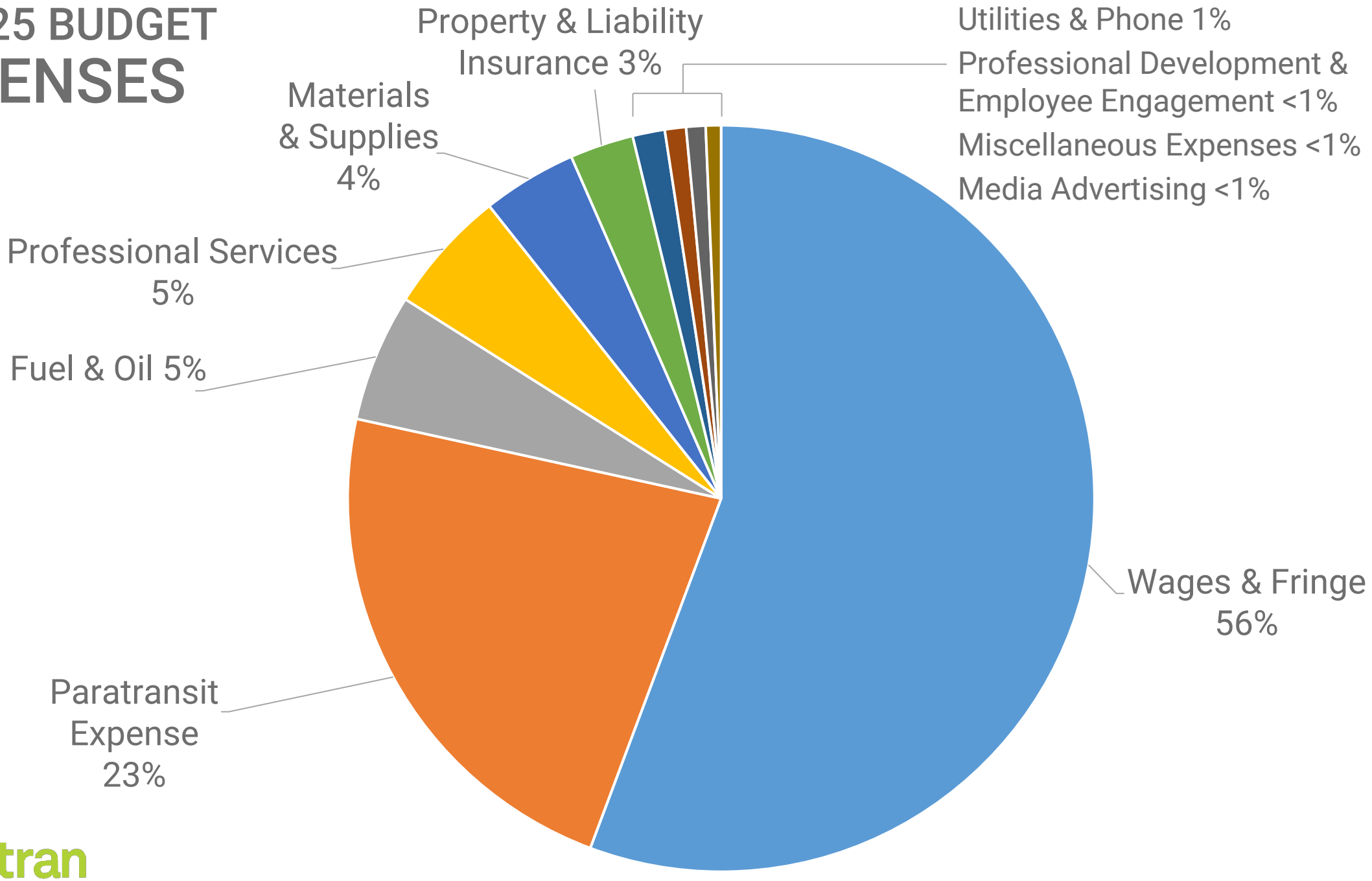


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FY2025 BUDGET-EXPENSES

OPERATING EXPENSES	FY2025 Budget	FY2024 Projected	FY2024 Budget
Wages & Fringe	$19,770,224	$17,126,454	$18,009,309
Paratransit Expense	$8,067,918	$8,213,665	$8,080,000
Fuel & Oil	$1,964,959	$1,437,621	$2,273,650
Professional Services	$1,907,601	$1,553,477	$1,979,735
Materials & Supplies	$1,451,500	$1,366,166	$1,428,500
Property & Liability Insurance	$980,383	$933,698	$870,515
Utilities & Phone	$495,297	$389,928	$502,500
Professional Development & Employee Engagement	$325,182	$160,044	$264,799
Miscellaneous Expenses	$297,584	$305,003	$324,584
Media Advertising	$234,500	$222,556	$230,000
TOTAL EXPENSES	**$35,495,147**	**$31,708,612**	**$33,963,592**

FY2025 BUDGET
EXPENSES



Lextran

LOOKING AHEAD TO FY2025

- Continued paratransit improvements: focus on fleet & implementation of a new paratransit services contract
- Launching a new strategic planning effort & a microtransit feasibility study
- Focus on employee development
- Completing Major Capital Projects
  - Transit Center (both phases)
  - CNG Facilities
- RAMP Phase IV: Solar Lighting Bus Stops







Lextran

Lextran

MEMORANDUM

DATE: May 14, 2024

TO: Mayor Linda Gorton and the Lexington-Fayette Urban County Council

FROM: Fred Combs, General Manager

SUBJECT: FY2025 Operating Budget and Capital Plan

Each year, Lextran prepares a one-year operating budget along with a rolling five-year capital plan. The Lextran FY2025 operating budget and 5-Year Capital Plan are attached for the Council's consideration. I am pleased to bring forward a balanced budget for FY2025, with revenues and expenses equaling $35,495,147. While expenses are rising much more quickly than revenues, our FY2025 budget maintains Lextran's current levels of service. The FY2025 operating budget marks a significant departure from previous budget cycles as for the first time in several years we are not expecting additional federal funding related to the pandemic. On the expenses side, most of the growth is driven by wages & fringe benefits and paratransit services, both of which will be key priorities in FY2025.

In October of 2022, RATP-Dev began operation of Wheels, Lextran's complementary paratransit service providing door-to-door transportation for individuals who cannot access the fixed-route system due to the nature of their disability. In the months prior to RATP-Dev operating service through the remainder of 2022, Wheels on-time performance ranged from 50-60 percent, far below Lextran's goal of 90 percent. The Wheels service is now consistently between 70-80 percent on-time per month, which shows considerable improvement. While we acknowledge that more work remains to improve service, I am confident that we are on the right trajectory.

Included in our capital plan is $75,000 to conduct a microtransit feasibility study. Microtransit is an emerging service delivery model that implements technology to dynamically match supply and demand in designated zones that augments fixed-route transit service. A feasibility study will help Lexington clarify key questions about a potential microtransit service, including cost.

While we are looking forward to FY2025, we have made tremendous progress so far in the current fiscal year. The Transit Center renovation project will vastly improve the customer and employee experience downtown and is currently out for bid. Lextran has made a significant investment in on-board and back-end technology systems that will enhance real-time information for our customers while giving staff better tools to complete their work. We've also continued our progress towards being a more environmentally friendly fleet with an upgrade to our compressed natural gas infrastructure at our Loudon Avenue maintenance facility that will double our fueling capacity.

I look forward to discussing this budget with you in greater detail. If you have any questions, please call me at 859.255.7756.

Lextran

FY2025 Operating Budget

REVENUE	FY2025 Budget	FY2024 Projected	FY2024 Budget
Property Tax Revenue	$24,023,978	$23,324,250	$22,418,240
Federal Funding	$5,617,465	$5,666,356	$8,761,413
UK Partnership	$2,511,104	$2,521,937	$2,511,104
State Funding	$1,587,548	$1,216,025	$1,216,025
Passenger Fares	$1,274,153	$1,248,830	$1,207,223
Advertising Revenue	$300,000	$275,000	$260,000
Miscellaneous Revenue (fuel tax, vending)	$180,900	$175,643	$166,500
TOTAL REVENUE	**$35,495,147**	**$34,428,041**	**$36,540,505**

OPERATING EXPENSES			
Wages & Fringe	$19,770,224	$17,126,454	$18,009,309
Paratransit Expense	$8,067,918	$8,213,665	$8,080,000
Fuel & Oil	$1,964,959	$1,437,621	$2,273,650
Professional Services	$1,907,601	$1,553,477	$1,979,735
Materials & Supplies	$1,451,500	$1,366,166	$1,428,500
Property & Liability Insurance Expense	$980,383	$933,698	$870,515
Utilities & Phone	$495,297	$389,928	$502,500
Miscellaneous Expenses (Bank fees, fuel tax)	$295,400	$286,397	$250,400
Media Advertising	$234,500	$222,556	$230,000
Professional Development & Employee Engagement	$325,182	$160,044	$264,799
Vanpool Expense	$0	$16,423	$72,000
Leases-Facility-Admin	$2,184	$2,184	$2,184
TOTAL EXPENSES	**$35,495,147**	**$31,708,612**	**$33,963,592**

5 Year Capital Plan

CAPITAL PROJECTS	FY2024	FY2025	FY2026	FY2027	FY2028
Bus Purchase (CNG)	6,000,000	4,000,000	850,000	875,500	901,765
Electric Buses & Chargers		943,581	-	-	-
Paratransit Vehicles	-	850,474	-	-	-
Bus Canopy (carry over)	2,200,000	-	-	-	-
CAD AVL System	3,500,000	-	-	-	-
ITS Technology Services	928,491	1,025,000	1,125,000	1,125,000	1,125,000
Planning, Research & Development	350,000	75,000		500,000	500,000
Service Vehicles	-	-	85,000		95,000
Capital Cost of Contracting (Paratransit)	3,500,000	3,017,465	3,079,339	2,731,633	3,245,285
Capital Maintenance	2,600,000	2,600,000	2,600,000	2,600,000	2,058,804
Transit Center Project (TAP) (carry over)	2,650,000	350,000	-	-	-
Transit Enhancements (Shelters, Benches, Trash Cans)	150,000	50,000	150,000	150,000	150,000
Hardware & Software (IT Projects)	113,000	170,000	190,000	190,000	190,000
Shop Tools/Equipment/Facilities	3,212,412	1,100,000	1,200,000	1,200,000	1,200,000
Security Equipment	63,502	73,138	73,870	74,608	75,355
SUBTOTAL CAPITAL PROJECTS	**25,267,405**	**14,254,658**	**9,353,209**	**9,446,741**	**9,541,208**

Section 5307 Formula Funding	6,350,193	6,803,573	6,871,609	6,940,325	7,009,728
Section 5339 Bus & Bus Facilities Funding	553,533	604,909	610,958	617,068	623,238
Section 5339 LoNo Grant (includes canopy carryover)	8,559,880	-	-	-	-
Section 5310 Enhanced Mobility Seniors & Disabilities	-	240,379	-	-	-
State Funding	1,380,745	1,852,121	1,870,642	1,889,348	1,908,242
Carbon Reduction Program (through MPO)	-	754,865	-	-	-
Congestion Mitigation & Air Quality Improvement (CMAQ)	-	3,000,000	-	-	-
Coronavirus Aid, Relief & Economic Security Act (CARES)	3,500,000	-	-	-	-
Transit Center Project (TAP) (carry over)	428,000	-	-	-	-
Local Share from Mass Transit Fund	4,495,054	998,811	-	-	-
TOTAL	**25,267,405**	**14,254,658**	**9,353,209**	**9,446,741**	**9,541,208**

****Local match may be required for new grant funds.**
Grant funds carry over if not completed during the fiscal year.

RESOLUTION NO. _____-2024

A RESOLUTION APPROVING THE FY 2025 BUDGET OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN) PURSUANT TO KRS 96A.360 AND REQUESTING THAT THE COMMISSIONER OF FINANCE AUTHORIZE THE FAYETTE COUNTY SHERIFF'S OFFICE TO DISBURSE THE FUNDS TO LEXTRAN COLLECTED FROM THE AD VALOREM TAX APPROVED BY VOTERS ON NOVEMBER 9, 2004.

WHEREAS, KRS 96A.360 requires LexTran to submit its budget to the Lexington-Fayette Urban County Government for review and approval; and,

WHEREAS, pursuant to KRS 96A.360, approval is necessary in order for Lextran to receive the ad valorem property taxes ($.006 per $100.00) collected by the Lexington-Fayette Urban County Government.

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

Section 1 - That the FY 2025 Budget for the Transit Authority of the Lexington-Fayette Urban County Government (Lextran), which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 96A.360.

Section 2 – That the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds collected from ad valorem property taxes approved by voters on November 9, 2004 to Lextran as required by law.

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
0541-24:DJB:4857-8391-9038, v. 1

RESOLUTION NO. 292 -2024

A RESOLUTION APPROVING THE FY 2025 BUDGET OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN) PURSUANT TO KRS 96A.360 AND REQUESTING THAT THE COMMISSIONER OF FINANCE AUTHORIZE THE FAYETTE COUNTY SHERIFF'S OFFICE TO DISBURSE THE FUNDS TO LEXTRAN COLLECTED FROM THE AD VALOREM TAX APPROVED BY VOTERS ON NOVEMBER 9, 2004.

WHEREAS, KRS 96A.360 requires LexTran to submit its budget to the Lexington-Fayette Urban County Government for review and approval; and,

WHEREAS, pursuant to KRS 96A.360, approval is necessary in order for Lextran to receive the ad valorem property taxes ($.006 per $100.00) collected by the Lexington-Fayette Urban County Government.

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

Section 1 - That the FY 2025 Budget for the Transit Authority of the Lexington-Fayette Urban County Government (Lextran), which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 96A.360.

Section 2 – That the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds collected from ad valorem property taxes approved by voters on November 9, 2004 to Lextran as required by law.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0541-24:DJB:4857-8391-9038, v. 1

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

200 E. Main St
Lexington, KY 40507

Master

File Number: 0436-24

File ID:	0436-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/18/2024
File Name:	Abolish/Create Positions 24-0041			**Final Action:**	06/13/2024

Title: An Ordinance amending the authorized strength by abolishing two (2) classified positions of Staff Assistant Senior, Grade 511N, and creating two (2) classified positions of Administrative Specialist, Grade 516N, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 06/13/2024

Attachments: Bluesheet Memo 24-0041, Fiscal Impact- 24-0041, From To 24.0041, ORD 0436-24 Abolish Staff Assistant Sr Create Admin Specialist 4889-0805-1640 v.1.docx, O-053-2024

Enactment Number: O-053-2024

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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0436-24

Title

An Ordinance amending the authorized strength by abolishing two (2) classified positions of Staff Assistant Senior, Grade 511N, and creating two (2) classified positions of Administrative Specialist, Grade 516N, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish two (2) classified positions of Staff Assistant Sr. (Grade 511N) and

create two (2) classified positions of Administrative Specialist (Grade 516N) in the Division of Human Resources, effective upon passage of Council. This has a 12-month future impact cost of $28,007.31. (L0436-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: **Risk Management**: NA

Fully Budgeted:

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

SUBJECT: Create position – Division of Human Resources

Request:
The attached action is requesting authorization to abolish two (2) classified positions of Staff Assistant Sr. (Grade 511N) and create two (2) classified positions of Administrative Specialist (Grade 516N) in the Division of Human Resources, effective upon passage of Council.

Why are you requesting:
The Division of Human Resources requests to create Administrative Specialist positions to assist with increasing administrative duties that will expand from one section to multiple sections throughout the division.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $28,007.31.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Staff Assistant Sr.	$38,675.52	$0	($38,675.52)
Staff Assistant Sr.	$38,675.52	$0	($38,675.52)
Administrative Specialist	$0	$49,362.56	$49,362.56
Administrative Specialist	$0	$49,362.56	$49,362.56

Total Annual Impact/ Salary and Benefits $28,007.31

File Number: 0436-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Blue Sheet 24-0041

Human Resources

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 23.34% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Staff Assistant Sr. (Grade 511N)	Abolish	-1.00	18.594	($38,675.52)	($9,026.87)	($5,528.88)	($2,662.55)	($18.90)	($622.69)	($56,535.41)
Administrative Specialist (Grade 516N)	Create	1.00	23.732	$49,362.56	$11,521.22	$5,528.88	$3,325.15	$23.60	$777.66	$70,539.06
Staff Assistant Sr. (Grade 511N)	Abolish	-1.00	18.594	($38,675.52)	($9,026.87)	($5,528.88)	($2,662.55)	($18.90)	($622.69)	($56,535.41)
Administrative Specialist (Grade 516N)	Create	1.00	23.732	$49,362.56	$11,521.22	$5,528.88	$3,325.15	$23.60	$777.66	$70,539.06
Pay Periods				$21,374.08	$4,988.71	$0.00	$1,325.19	$9.40	$309.92	$28,007.31

Annual Cost: $28,007.31

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 4/22/24

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 Human Resources (460)								**Division of Human Resources (460)**							
-----	-----	-----	-----	-----	-----	-----	-----	460.055	2	105	516N	Administrative Specialist	-----	-----	-----
460.060	3	104	511N	Staff Assistant Sr.	-----	-----	-----	460.060	1	104	511N	Staff Assistant Sr.	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF STAFF ASSISTANT SENIOR, GRADE 511N, AND CREATING TWO (2) CLASSIFIED POSITIONS OF ADMINISTRATIVE SPECIALIST, GRADE 516N, IN THE DIVISION OF HUMAN RESOURCES, 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:

460.060	1	104	511N	Staff Assistant Sr.

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

460.055	2	105	516N	Administrative Specialist

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0436-24:GET:4889-0805-1640, v. 1

ORDINANCE NO. 053 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF STAFF ASSISTANT SENIOR, GRADE 511N, AND CREATING TWO (2) CLASSIFIED POSITIONS OF ADMINISTRATIVE SPECIALIST, GRADE 516N, IN THE DIVISION OF HUMAN RESOURCES, 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:

460.060	1	104	511N	Staff Assistant Sr.

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

460.055	2	105	516N	Administrative Specialist

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: July 3,2024-1t
0436-24:GET:4889-0805-164U, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0487-24

File ID:	0487-24	**Type:** Resolution	**Status:** Approved
Version:	1	**Contract #:**	**In Control:** Urban County Council
			File Created: 04/29/2024
File Name:	ESP 23-24 School Year FCPS Honorarium with Facilitron Permits		**Final Action:** 06/13/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2023-2024 school year, at a cost not exceed $39,500. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 06/13/2024

Attachments: Memo ESP 2023-2024 School Year FCPS Honorarium with Facilitron Permits Signed, Contribution letter School Year 2023-2024 (GM,MC, Y, EJ, JC), Contribution letter School Year 2023-2024 (SW), ESP at Garrett Morgan Elementary - FCPS Terms of Use - 2023-2024 School Year, ESP at Garrett Morgan Elementary - Permit 2023-2024 School Year, ESP at Stonewall Elementary - FCPS Terms of Use - 2023-2024 School Year, ESP at Stonewall Elementary - Permit 2023-2024 School Year, ESP at Yates Elementary - Facilitron Terms of Use - 2023-2024 School Year, ESP at Yates Elementary - Permit 2023-2024 School Year, REAL at EJ Hayes Middle School - FCPS Terms of Use - 2023-2024 School Year, REAL at EJ Hayes Middle School - Permit 2023-2024 School Year, REAL at Jessie Clark Middle School - FCPS Terms of Use - 2023-2024 School Year, REAL at Jessie Clark Middle School - Permit 2023-2024 School Year, REQUISITION- Honorarium SY 23-24 (Garrett Morgan, Yates, Millcreek, Jessie Clark, EJ Hayes) 4202, REQUISITION- Honorarium SY 23-24 (Stonewall) 3230, RES 0487-24 Facilitron Permits & Honorariums 4880-3724-6652 v.1.docx, R-283-2024

Enactment Number: R-283-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0487-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2023-2024 school year, at a cost not exceed $39,500. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve Facilitron Permits and Honorariums between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP) and Recreational Enrichment and Learning (REAL) Program, for the 2023-2024 school year at a cost of $39,500. Funds are Budgeted. (L0487-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Chris Eller, 4/29/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4202 707606 7511 71299 $19,500
3230 707606 7511 71299 $20,000

This Fiscal Year Impact: $39,500.00

Annual Impact:

Project: Fund 3230 ESP_ARPA_2022

Activity:

Budget Reference:

Current Balance: $48,675.00

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**
Parks and Recreation

RE: **ESP 2023-2024 School Year FCPS Honorarium with Facilitron Permits**

DATE: **April 29, 2024**

Request

This is a request for Council approval of Facilitron Permits and Honorariums between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP) and Recreational Enrichment and Learning (REAL) program.

Why are you requesting?

Department needs this action completed because:

The Facilitron Permits are for the 2023-2024 school year. Those schools are: Stonewall Elementary, Millcreek Elementary, Garrett Morgan Elementary, Yates Elementary, Julius Marks Elementary, EJ Hayes Middle School and Jessie Clark Middle School.

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

The cost for this FY is: $39,500.00

The cost for future FY is: determined by usage

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Budgeted

Account numbers: 4202 707606 7511 71299 and 3230 707606 7511 71299

File Number: 0487-24

Director/Commissioner: Conrad/Ford

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

DATE:

Fayette County Public Schools
Accounts Receivable
450 Park Place
Lexington, KY 40511

Accounts Receivable Staff:

This letter establishes the division of the contribution from Lexington Fayette Urban County Government's Extended School Program to Garrett Morgan, Millcreek and Yates Elementary schools who hosted ESP for the 2023 -2024 school year. The contribution is also for EJ Hayes and Jessie Clark Middle schools who hosted our REAL program for the 2023-2024 school year. The check is enclosed. Please distribute the contribution check as follows:

Garrett Morgan Elementary:	$16,000.00
Millcreek Elementary:	$750.00
Yates Elementary:	$750.00
EJ Hayes Middle School:	$1000.00
Jessie Clark Middle School:	$1000.00

If you have any questions, please do not hesitate to contact me.

Respectfully,

Harold Kouns
Extended School Program Manager
859-288-2912

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

DATE:

Fayette County Public Schools
Accounts Receivable
450 Park Place
Lexington, KY 40511

Accounts Receivable Staff:

This letter establishes the division of the contribution from Lexington Fayette Urban County Government's Extended School Program to Stonewall Elementary school who hosted ESP for the 2023 -2024 school year. The check is enclosed. Please distribute the contribution check as follows:

Stonewall Elementary: $20,000.00

If you have any questions, please do not hesitate to contact me.

Respectfully,

Harold Kouns
Extended School Program Manager
859-288-2912

Fayette County Public Schools
Garrett Morgan Elementary School
Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to

the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally

scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

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FACILITY USE PERMIT

Apr 24, 2024

Permit Number:
7UHMPNYU3ARH
Approved By:
Heidi Reihing
Approved Date:
08/14/2023

By using this permit you agree to the terms and conditions of Garrett Morgan Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/gmes40509)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	Extended School Program at Garrett Morgan
Maximum Daily Attendance:	200 (Max Capacity: 950)
Location: View Map	Garrett Morgan Elementary School
	1150 Passage Mound Way Lexington KY 40509
Activity:	Other (meeting, class, etc.)

Reservation Detail

Wednesday 08/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/23/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Wednesday 08/23/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/24/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/29/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 08/30/2023	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Thursday 08/31/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Friday 09/01/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 09/05/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 09/06/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Thursday 09/07/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Thursday 09/07/2023

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Friday 09/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 09/14/2023

Services/Equipment:

Friday 09/15/2023

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

Monday 09/18/2023

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

Tuesday 09/19/2023

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

Wednesday 09/20/2023

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

Thursday 09/21/2023

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

Reservation Detail

Friday 09/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/26/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/27/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 09/29/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Friday 09/29/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 10/09/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/10/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 10/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 10/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 10/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Friday 10/13/2023	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Monday 10/16/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 10/17/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 10/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Thursday 10/19/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Friday 10/20/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 10/20/2023
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Gym Utilities - S Hrs: 3

Monday 10/23/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/24/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 10/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 10/26/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 10/27/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Friday 10/27/2023

Services/Equipment:

Monday 10/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/31/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/01/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/02/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/03/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 11/06/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/09/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/10/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 11/14/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 11/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/20/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 11/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Tuesday 11/21/2023	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Monday 11/27/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 11/28/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 11/29/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Thursday 11/30/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Friday 12/01/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 12/01/2023
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Gym Utilities - S Hrs: 3

Monday 12/04/2023
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/05/2023
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 12/06/2023
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 12/07/2023
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 12/08/2023
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Friday 12/08/2023

Services/Equipment:

Monday 12/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 12/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 12/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 12/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 12/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/19/2023

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/04/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/05/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/09/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 01/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 01/10/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/11/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 01/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/17/2024	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Thursday 01/18/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Friday 01/19/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Monday 01/22/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 01/23/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 01/24/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/24/2024

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Thursday 01/25/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/30/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 01/31/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/31/2024	**Services/Equipment:**
Thursday 02/01/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Friday 02/02/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Monday 02/05/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 02/06/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 02/07/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 02/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 02/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/15/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Thursday 02/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Friday 02/23/2024

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Monday 02/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 02/27/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 02/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 02/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 03/01/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 03/01/2024	**Services/Equipment:**
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Monday 03/04/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 03/05/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 03/06/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Thursday 03/07/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Friday 03/08/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 03/08/2024

Services/Equipment:

Monday 03/11/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 03/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 03/25/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Monday 03/25/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/27/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 04/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Monday 04/08/2024	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 04/09/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 04/10/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Thursday 04/11/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Friday 04/12/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3
Monday 04/15/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Monday 04/15/2024

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Tuesday 04/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 04/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 04/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 04/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 04/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 04/22/2024	**Services/Equipment:**

Tuesday 04/23/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 04/24/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Thursday 04/25/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Friday 04/26/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Monday 04/29/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Tuesday 04/30/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/01/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/02/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/03/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 05/06/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/07/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 05/07/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/10/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 05/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/14/2024

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 05/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 05/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 05/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Monday 05/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 05/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/21/2024

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Wednesday 05/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/24/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Wednesday 05/29/2024	**Services/Equipment:**

Thursday 05/30/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Friday 05/31/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 3

Fayette County Public Schools
Stonewall Elementary School
Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to

the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally

scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

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FACILITY USE PERMIT

Apr 24, 2024

Permit Number:
WBFZUEMFNFFN
Approved By:
Heidi Reihing
Approved Date:
08/14/2023

By using this permit you agree to the terms and conditions of Stonewall Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/ses40503)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	Extended School Program at Stonewall Elementary
Maximum Daily Attendance:	200 (Max Capacity: 550)
Location: View Map	Stonewall Elementary School
	3215 Cornwall Drive Lexington KY 40503
Activity:	Other (meeting, class, etc.)

Reservation Detail

Wednesday 08/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/23/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Wednesday 08/23/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/24/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/29/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 08/30/2023

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 08/31/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 09/01/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 09/05/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 09/06/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 09/07/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Thursday 09/07/2023
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Gym Utilities - S Hrs: 3

Friday 09/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 09/14/2023

Services/Equipment:

Friday 09/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/19/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/20/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Friday 09/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/26/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/27/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 09/29/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Friday 09/29/2023	**Services/Equipment:**
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Monday 10/02/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 10/03/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 10/04/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Thursday 10/05/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Friday 10/06/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3

Reservation Detail

Friday 10/06/2023	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Monday 10/09/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 10/10/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 10/11/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Thursday 10/12/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Friday 10/13/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 10/13/2023	**Services/Equipment:**
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Monday 10/16/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 10/17/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 10/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Thursday 10/19/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Friday 10/20/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 10/20/2023

Services/Equipment:

Monday 10/23/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/24/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 10/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 10/26/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 10/27/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 10/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/31/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/01/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/02/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/03/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/06/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Monday 11/06/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 11/07/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/09/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/10/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Monday 11/13/2023

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 11/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 11/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 11/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 11/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Monday 11/20/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Monday 11/20/2023	**Services/Equipment:**
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 11/21/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Monday 11/27/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 11/28/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 11/29/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Thursday 11/30/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 11/30/2023	**Services/Equipment:**

Friday 12/01/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Monday 12/04/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 12/05/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 12/06/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Thursday 12/07/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 12/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 12/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 12/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 12/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 12/15/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Friday 12/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 12/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/19/2023

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/04/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/05/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Monday 01/08/2024	**Services/Equipment:**
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 01/09/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Wednesday 01/10/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Thursday 01/11/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Friday 01/12/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3
Tuesday 01/16/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Tuesday 01/16/2024

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Wednesday 01/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Tuesday 01/23/2024

Services/Equipment:

Wednesday 01/24/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/25/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/30/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/31/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/01/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/02/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 02/05/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/06/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/07/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Wednesday 02/07/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 02/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 02/14/2024

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 02/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 02/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 02/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 02/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 02/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Thursday 02/22/2024

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Friday 02/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 02/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/27/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 02/29/2024

Services/Equipment:

Friday 03/01/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/05/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/06/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/07/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 03/11/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 03/18/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Monday 03/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 03/25/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Monday 03/25/2024

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 03/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 03/27/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 03/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 03/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Monday 04/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Monday 04/08/2024
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Gym Utilities - S Hrs: 3

Tuesday 04/09/2024
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 04/10/2024
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 04/11/2024
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 04/12/2024
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 04/15/2024
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 04/15/2024

Services/Equipment:

Tuesday 04/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 04/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 04/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 04/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 04/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Tuesday 04/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 04/24/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 04/25/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 04/26/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 04/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 04/30/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 04/30/2024	**Services/Equipment:**
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Wednesday 05/01/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Thursday 05/02/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Friday 05/03/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Monday 05/06/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library Capacity: 50 (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym Capacity: 250 (Gym)	Gym Utilities - S Hrs: 3

Tuesday 05/07/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/07/2024

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Wednesday 05/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Thursday 05/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Friday 05/10/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Monday 05/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Tuesday 05/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Library Capacity: 50 (General)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/14/2024

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Gym Utilities - S Hrs: 3

Wednesday 05/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 05/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/21/2024

Services/Equipment:

Wednesday 05/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/24/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 05/30/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/31/2024

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Library Capacity: 50 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Fayette County Public Schools
Yates Elementary School
Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by

negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit “A”. In the event equipment is listed in Exhibit “A,” Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District’s Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant’s Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant’s use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant’s sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial,for profit activities.

v. Unless otherwise provided in this Contract, Applicant’s privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant’s activity as specified on

Exhibit “A;” or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility’s/Ground’s use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to

the District within the forty-eight (48) hour period immediately prior to the earliest date andtime scheduled for the Facility's/Ground's use, Applicant shall pay aminimum of one (1) hour worth of the Full Operational Fee. In the eventthis Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contractwith a qualified outside entity for the removal of snow, ice, and otherimpediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather,tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select “Login as Guest.”

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

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FACILITY USE PERMIT

Apr 24, 2024

Permit Number:
BRAFRKAY89D5
Approved By:
Heidi Reihing
Approved Date:
07/28/2023

By using this permit you agree to the terms and conditions of Yates Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/yes40505)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	Extended School Program - Yates Elementary
Maximum Daily Attendance:	75
Location: View Map	Yates Elementary School
	695 East New Circle Road Lexington KY 40505
Activity:	Other (meeting, class, etc.)

Reservation Detail

Wednesday 08/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/23/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Wednesday 08/23/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 08/24/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 08/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 08/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 08/29/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 08/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 08/30/2023	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 08/31/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 09/01/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 09/05/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 09/06/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 09/07/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Thursday 09/07/2023
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Gym Utilities - S Hrs: 3

Friday 09/08/2023
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/11/2023
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/12/2023
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/13/2023
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/14/2023
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 09/14/2023	**Services/Equipment:**
Friday 09/15/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 09/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 09/19/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 09/20/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 09/21/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 09/22/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 09/25/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 09/26/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 09/27/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 09/28/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 09/29/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Friday 09/29/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 10/09/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/10/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 10/11/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 10/12/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 10/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Friday 10/13/2023	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 10/16/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 10/17/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 10/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 10/19/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 10/20/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 10/20/2023	**Services/Equipment:**
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 10/23/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 10/24/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 10/25/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 10/26/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 10/27/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 10/27/2023

Services/Equipment:

Monday 10/30/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 10/31/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/01/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/02/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/03/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Monday 11/06/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/08/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/09/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/10/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/13/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 11/14/2023

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 11/14/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 11/15/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 11/16/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 11/17/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 11/20/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 11/21/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Tuesday 11/21/2023	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 11/27/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 11/28/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 11/29/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 11/30/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 12/01/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 12/01/2023	**Services/Equipment:**
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 12/04/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 12/05/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 12/06/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 12/07/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 12/08/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 12/08/2023	**Services/Equipment:**
Monday 12/11/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 12/12/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 12/13/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 12/14/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 12/15/2023	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Monday 12/18/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 12/19/2023

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/04/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/05/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 01/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/09/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 01/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 01/10/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 01/11/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 01/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 01/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 01/17/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/17/2024	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 01/18/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 01/19/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 01/22/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 01/23/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 01/24/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/24/2024	**Services/Equipment:**
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 01/25/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 01/26/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 01/29/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 01/30/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 01/31/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Wednesday 01/31/2024	**Services/Equipment:**
Thursday 02/01/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 02/02/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 02/05/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 02/06/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 02/07/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Thursday 02/08/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/09/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 02/12/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/13/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/14/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/15/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Thursday 02/15/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/16/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 02/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 02/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 02/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 02/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3

Reservation Detail

Friday 02/23/2024	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 02/26/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 02/27/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 02/28/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 02/29/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 03/01/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Friday 03/01/2024	**Services/Equipment:**
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 03/04/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 03/05/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 03/06/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 03/07/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 03/08/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Friday 03/08/2024	**Services/Equipment:**
Monday 03/11/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 03/12/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 03/13/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 03/14/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 03/15/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Monday 03/18/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 03/19/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 03/20/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 03/21/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 03/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 03/25/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Monday 03/25/2024	**Services/Equipment:**
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Tuesday 03/26/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Wednesday 03/27/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Thursday 03/28/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Friday 03/29/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Monday 04/08/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3

Reservation Detail

Monday 04/08/2024	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 04/09/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 04/10/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 04/11/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 04/12/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 04/15/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Monday 04/15/2024	**Services/Equipment:**
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 04/16/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 04/17/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 04/18/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 04/19/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 04/22/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Reservation Detail

Monday 04/22/2024

Services/Equipment:

Tuesday 04/23/2024

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym (General)

Gym Utilities - S Hrs: 3

Wednesday 04/24/2024

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym (General)

Gym Utilities - S Hrs: 3

Thursday 04/25/2024

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym (General)

Gym Utilities - S Hrs: 3

Friday 04/26/2024

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym (General)

Gym Utilities - S Hrs: 3

Monday 04/29/2024

Services/Equipment:

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Library (General)

Classroom & Library Utilities - S Hrs: 3

3:00PM - 6:00PM Gym (General)

Gym Utilities - S Hrs: 3

Reservation Detail

Tuesday 04/30/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/01/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/02/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/03/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Monday 05/06/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/07/2024

Services/Equipment:
Custodial Staff Hrs: 3;

Reservation Detail

Tuesday 05/07/2024	**Services/Equipment:**
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 05/08/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 05/09/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 05/10/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 05/13/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 05/14/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/14/2024	**Services/Equipment:**
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Wednesday 05/15/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Thursday 05/16/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Friday 05/17/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Monday 05/20/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3
Tuesday 05/21/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3

Reservation Detail

Tuesday 05/21/2024

3:00PM - 6:00PM Gym (General)

Services/Equipment:

Gym Utilities - S Hrs: 3

Wednesday 05/22/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Thursday 05/23/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Friday 05/24/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Tuesday 05/28/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Wednesday 05/29/2024

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Library (General)
3:00PM - 6:00PM Gym (General)

Services/Equipment:

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

Reservation Detail

Wednesday 05/29/2024	**Services/Equipment:**

Thursday 05/30/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Friday 05/31/2024	**Services/Equipment:**
	Custodial Staff Hrs: 3;
3:00PM - 6:00PM Cafeteria Capacity: 200 (General)	Cafeteria Utilities - S Hrs: 3
3:00PM - 6:00PM Library (General)	Classroom & Library Utilities - S Hrs: 3
3:00PM - 6:00PM Gym (General)	Gym Utilities - S Hrs: 3

Fayette County Public Schools
Edythe J. Hayes Middle School

Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to

the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally

scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

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FACILITY USE PERMIT

Apr 24, 2024

Permit Number:
HJ6WRFFX5SNF
Approved By:
Heidi Reihing
Approved Date:
08/01/2023

By using this permit you agree to the terms and conditions of Edythe J. Hayes Middle School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/ejhms40509)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	REAL Program at EJ Hayes
Maximum Daily Attendance:	75 (Max Capacity: 100)
Location: View Map	Edythe J. Hayes Middle School
	260 Richardson Place Lexington KY 40509
Activity:	Other (meeting, class, etc.)

Reservation Detail

Wednesday 08/16/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Thursday 08/17/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Friday 08/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Monday 08/21/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Tuesday 08/22/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Wednesday 08/23/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Thursday 08/24/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;

Reservation Detail

Thursday 08/24/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 08/25/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 08/28/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 08/29/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 08/30/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 08/31/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 09/01/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 09/01/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 09/05/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 09/06/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 09/07/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 09/08/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 09/11/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 09/12/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 09/12/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 09/13/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 09/14/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 09/15/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 09/18/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 09/19/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 09/20/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 09/20/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 09/21/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 09/22/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 09/25/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 09/26/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 09/27/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 09/28/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 09/28/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 09/29/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 10/09/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 10/10/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 10/11/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 10/12/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 10/13/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 10/13/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 10/16/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 10/17/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 10/18/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 10/19/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 10/20/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 10/23/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 10/23/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 10/24/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 10/25/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 10/26/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 10/27/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 10/30/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 10/31/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 10/31/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 11/01/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 11/02/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 11/03/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 11/06/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 11/07/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 11/08/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 11/08/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 11/09/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 11/10/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 11/13/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 11/14/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 11/15/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 11/16/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 11/16/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 11/17/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 11/20/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 11/21/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 11/27/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 11/28/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 11/29/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 11/29/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 11/30/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 12/01/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 12/04/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 12/05/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 12/06/2023

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 12/07/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 12/07/2023	**Services/Equipment:**
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Friday 12/08/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Monday 12/11/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Tuesday 12/12/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Wednesday 12/13/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Thursday 12/14/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Friday 12/15/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;

Reservation Detail

Friday 12/15/2023	**Services/Equipment:**
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Monday 12/18/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Tuesday 12/19/2023	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Thursday 01/04/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Friday 01/05/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Monday 01/08/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
Tuesday 01/09/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 01/09/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 01/10/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 01/11/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 01/12/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 01/22/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 01/23/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 01/24/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 01/24/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 01/25/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 01/26/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 01/29/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 01/30/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 01/31/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 02/01/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 02/01/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 02/02/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 02/05/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 02/06/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 02/07/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 02/08/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 02/09/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 02/09/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 02/12/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 02/13/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 02/14/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 02/15/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 02/16/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 02/20/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 02/20/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 02/21/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 02/22/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 02/23/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 02/26/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 02/27/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 02/28/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 02/28/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 02/29/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 03/01/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 03/04/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 03/05/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 03/06/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 03/07/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 03/07/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 03/08/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 03/11/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 03/12/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 03/13/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 03/14/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 03/15/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 03/15/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 03/18/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 03/19/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 03/20/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 03/21/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 03/22/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 03/25/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 03/25/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 03/26/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 03/27/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 03/28/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 03/29/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 04/08/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 04/09/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 04/09/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 04/10/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 04/11/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 04/12/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 04/15/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 04/16/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 04/17/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 04/17/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 04/18/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 04/19/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 04/22/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 04/23/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 04/24/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 04/25/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 04/25/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 04/26/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 04/29/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 04/30/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 05/01/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 05/02/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 05/03/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 05/03/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 05/06/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 05/07/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 05/08/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 05/09/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 05/10/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 05/13/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 05/13/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 05/14/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 05/15/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 05/16/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 05/17/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Monday 05/20/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 05/21/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 05/21/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 05/22/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 05/23/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Friday 05/24/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Tuesday 05/28/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Wednesday 05/29/2024

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

Thursday 05/30/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 05/30/2024	**Services/Equipment:**
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Friday 05/31/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4
4:00PM - 6:00PM Library Capacity: 100 (General)	Classroom & Library Utilities - M Hrs: 4

Fayette County Public Schools
Jessie Clark Middle School

Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to

the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally

scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

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FACILITY USE PERMIT

Apr 24, 2024

Permit Number:
BEC5DPQ2S4DX
Approved By:
Heidi Reihing
Approved Date:
08/01/2023

By using this permit you agree to the terms and conditions of Jessie Clark Middle School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/jcms40503)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	REAL Program - Jessie Clark
Maximum Daily Attendance:	75 (Max Capacity: 250)
Location: View Map	Jessie Clark Middle School
	3341 Clays Mill Road Lexington KY 40503
Activity:	Other (meeting, class, etc.)

Reservation Detail

Wednesday 08/16/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Thursday 08/17/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Friday 08/18/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Monday 08/21/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Tuesday 08/22/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Wednesday 08/23/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

Thursday 08/24/2023

Services/Equipment:
Custodial Staff Hrs: 4;

Reservation Detail

Thursday 08/24/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 08/25/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 08/28/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 08/29/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 08/30/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 08/31/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 09/01/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 09/01/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 09/05/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 09/06/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 09/07/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 09/08/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 09/11/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 09/12/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 09/12/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 09/13/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 09/14/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 09/15/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 09/18/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 09/19/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 09/20/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 09/20/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 09/21/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 09/22/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 09/25/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 09/26/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 09/27/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 09/28/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 09/28/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 09/29/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 10/09/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 10/10/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 10/11/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 10/12/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 10/13/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 10/13/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 10/16/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 10/17/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 10/18/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 10/19/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 10/20/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 10/23/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 10/23/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 10/24/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 10/25/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 10/26/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 10/27/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 10/30/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 10/31/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 10/31/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 11/01/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 11/02/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 11/03/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 11/06/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 11/07/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 11/08/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 11/08/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 11/09/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 11/10/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 11/13/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 11/14/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 11/15/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 11/16/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 11/16/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 11/17/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 11/20/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 11/21/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 11/27/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 11/28/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 11/29/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 11/29/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 11/30/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 12/01/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 12/04/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 12/05/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 12/06/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 12/07/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 12/07/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 12/08/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 12/11/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 12/12/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 12/13/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 12/14/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 12/15/2023

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 12/15/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 12/18/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 12/19/2023

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 01/04/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 01/05/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 01/08/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 01/09/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 01/09/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 01/10/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 01/11/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 01/12/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 01/22/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 01/23/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 01/24/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 01/24/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 01/25/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 01/26/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 01/29/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 01/30/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 01/31/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 02/01/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 02/01/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 02/02/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 02/05/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 02/06/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 02/07/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 02/08/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 02/09/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 02/09/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 02/12/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 02/13/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 02/14/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 02/15/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 02/16/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 02/20/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 02/20/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 02/21/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 02/22/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 02/23/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 02/26/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 02/27/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 02/28/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 02/28/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 02/29/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 03/01/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 03/04/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 03/05/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 03/06/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 03/07/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 03/07/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 03/08/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 03/11/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 03/12/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 03/13/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 03/14/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 03/15/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 03/15/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 03/18/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 03/19/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 03/20/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 03/21/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 03/22/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 03/25/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 03/25/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 03/26/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 03/27/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 03/28/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 03/29/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 04/08/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 04/09/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 04/09/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 04/10/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 04/11/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 04/12/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 04/15/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 04/16/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 04/17/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Wednesday 04/17/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 04/18/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 04/19/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 04/22/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 04/23/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 04/24/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 04/25/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 04/25/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 04/26/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 04/29/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 04/30/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 05/01/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 05/02/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 05/03/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Friday 05/03/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 05/06/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 05/07/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 05/08/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 05/09/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 05/10/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 05/13/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Monday 05/13/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 05/14/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 05/15/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 05/16/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 05/17/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Monday 05/20/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 05/21/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Tuesday 05/21/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 05/22/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 05/23/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Friday 05/24/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Tuesday 05/28/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Wednesday 05/29/2024

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Services/Equipment:

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

Thursday 05/30/2024

Services/Equipment:

Custodial Staff Hrs: 4;

Reservation Detail

Thursday 05/30/2024	**Services/Equipment:**
7:00AM - 9:00AM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - M Hrs: 4
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - M Hrs: 4

Friday 05/31/2024	**Services/Equipment:**
	Custodial Staff Hrs: 4;
7:00AM - 9:00AM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - M Hrs: 4
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)	Cafeteria Utilities - M Hrs: 4

REQUISTION / PURCHASE ORDER REQUEST--PARKS & RECREATION

REQUISITION #: _____ DATE: _____ BID/QUOTE #: _____

PURCHASE ORDER #: _____ DATE: _____ WORK ORDER# _____

TYPE OF REQUEST: PURCHASE ORDER DATE RECEIVED: _____ CHECK ROUTING: ☐ REQUESTER ☑ VENDOR

LOCATION/PROJECT USE: _____

ACCOUNT(S) / AMOUNT BREAK DOWN

PROJECT/GRANT	ACTIVITY	FUND	DEPT ID	SECTION	ACCOUNT	SITE	BUDGET PERIOD	AMOUNT
		4202	707606	7511	71299	857	2024	$16,000.00
		4202	707606	7511	71299	819	2024	$750.00
		4202	707606	7511	71299	832	2024	$750.00
		4202	707606	7511	71299	824	2024	$1,000.00
		4202	707606	7511	71299	828	2024	$1,000.00

VENDOR INFORMATION

Fayette County Public Schools — UPC: _____ — _____
VENDOR NAME (check payable to) — FEDERAL ID # (for new vendor)

450 Park Place — _____
ADDRESS (please fill out completely) — VENDOR CONTACT NAME

Lexington, KY 40511 — _____
CITY,STATE, ZIP — PHONE/FAX

SHIP TO INFORMATION

Dunbar Community Center
SHIP TO LOCATION

545 N Upper Street — Harold Kouns
ADDRESS (please fill out completely) — SHIP TO CONTACT NAME

Lexington, KY 40508 — 859-288-2912
CITY, STATE, ZIP — PHONE

LINE ITEMS

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Honorarium for Fayette County Public Schools (Garrett Morgan Elementary)	1		$ 16,000.00	$ 16,000.00
Honorarium for Fayette County Public Schools (Yates Elementary)	1		$ 750.00	$ 750.00
Honorarium for Fayette County Public Schools (Millcreek Elementary)	1		$ 750.00	$ 750.00
Honorarium for Fayette County Public Schools (Edythe J Hayes Middle School)	1		$ 1,000.00	$ 1,000.00
Honorarium for Fayette County Public Schools (Jessie Clark Middle School)	1		$ 1,000.00	$ 1,000.00
			TOTAL	$ 19,500.00

JUSTIFICATION / SPECIAL INSTRUCTIONS

_____

_____

ADDITIONAL QUOTES (NEEDED FOR ITEMS OVER $2,499.00)

SECOND QUOTE VENDOR NAME _____ AMOUNT: _____

THIRD QUOTE VENDOR NAME _____ AMOUNT: _____

REQUESTED BY / APPROVAL INFORMATION

REQUESTED BY: Harold Kouns DATE: 29-Apr-24

APPROVAL: _____ DATE: _____

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ADDITIONAL LINE ITEMS				
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			GRAND TOTAL	

REQUISTION / PURCHASE ORDER REQUEST--PARKS & RECREATION

REQUISITION #: _____ DATE: _____ BID/QUOTE #: _____

PURCHASE ORDER #: _____ DATE: _____ WORK ORDER# _____

TYPE OF REQUEST: PURCHASE ORDER DATE RECEIVED: _____ CHECK ROUTING: ☐ REQUESTER ☑ VENDOR

LOCATION/PROJECT USE: _____

ACCOUNT(S) / AMOUNT BREAK DOWN

PROJECT/GRANT	ACTIVITY	FUND	DEPT ID	SECTION	ACCOUNT	SITE	BUDGET PERIOD	AMOUNT
		3230	707606	7511	71299	814	2024	$20,000.00

VENDOR INFORMATION

Fayette County Public Schools — UPC: _____ — _____
VENDOR NAME (check payable to) — FEDERAL ID # (for new vendor)

450 Park Place — _____
ADDRESS (please fill out completely) — VENDOR CONTACT NAME

Lexington, KY 40511 — _____
CITY,STATE, ZIP — PHONE/FAX

SHIP TO INFORMATION

Dunbar Community Center
SHIP TO LOCATION

545 N Upper Street — Harold Kouns
ADDRESS (please fill out completely) — SHIP TO CONTACT NAME

Lexington, KY 40508 — 859-288-2912
CITY, STATE, ZIP — PHONE

LINE ITEMS

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Honorarium for Fayette County Public Schools (Stonewall Elementary)	1		$ 20,000.00	$ 20,000.00
			TOTAL	$ 20,000.00

JUSTIFICATION / SPECIAL INSTRUCTIONS

_____

_____

ADDITIONAL QUOTES (NEEDED FOR ITEMS OVER $2,499.00)

SECOND QUOTE VENDOR NAME _____ AMOUNT: _____

THIRD QUOTE VENDOR NAME _____ AMOUNT: _____

REQUESTED BY / APPROVAL INFORMATION

REQUESTED BY: Harold Kouns DATE: 29-Apr-24

APPROVAL: _____ DATE: _____

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ADDITIONAL LINE ITEMS				
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
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				$ -
				$ -
				$ -
				$ -
			GRAND TOTAL	

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) AND THE RECREATIONAL ENRICHMENT AND LEARNING PROGRAM (REAL) FOR THE 2023-2024 SCHOOL YEAR, AT A COST NOT EXCEED $39,500.00.

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 Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) and the Recreational Enrichment And Learning Program (REAL) for the 2023-2024 school year.

Section 2 – That an amount, not to exceed the sum of $39,500.00 be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299 ($19,500) and account # 3230-707606-71299 ($20,000), pursuant to the terms of the Facilitron Permits and Honorariums.

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
0487-24:CWE:4880-3724-6652, v. 1

RESOLUTION NO. 283 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) AND THE RECREATIONAL ENRICHMENT AND LEARNING PROGRAM (REAL) FOR THE 2023-2024 SCHOOL YEAR, AT A COST NOT EXCEED $39,500.00.

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 Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) and the Recreational Enrichment And Learning Program (REAL) for the 2023-2024 school year.

Section 2 – That an amount, not to exceed the sum of $39,500.00 be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299 ($19,500) and account # 3230-707606-71299 ($20,000), pursuant to the terms of the Facilitron Permits and Honorariums.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0487-24:CWE:4880-3724-6652, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0490-24

File ID:	0490-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2024
File Name:	Change Order 1 Wooldridge Construction Group Demolition at Kelley River Property			**Final Action:**	05/16/2024

Title: 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. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Kelly's Landing Change Order 1 Memo Signed, Kelly's Landing Change Order 1 Packet, RES 0490-24 Woolridge Construction Group .1 . 4871-9322-7451, R-278-2024	**Enactment Number:**	R-278-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0490-24

Title

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. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute Change Order No. 1 with Wooldridge Construction Group for additional labor and machinery required to remove the barge at Kelley's Landing, 8949 Old Richmond Road (Contract# 29-2023). The increased Contract amount is $20,784.35, bringing the new Contract total to $165,369.35. Funds are Budgeted. (L0490-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-707602-7221-90319

This Fiscal Year Impact: $20,784.35

Annual Impact:

Project: KELLEYPROP_2023

Activity: CONSTRUCT_CAP

Budget Reference:

Current Balance: $332,530.50

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Procurement

FROM: Monica Conrad, Director, Division of Parks and Recreation

DATE: 4/30/2024

SUBJECT: Change Order #1 Wooldridge Construction Group Demolition at Kelley River Property

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Request

Authorization to execute Change Order #1 with Wooldridge Construction Group for addition labor and machinery required to remove the barge at Kelley's Landing 8949 Old Richmond Road. (Contract # 29-2023). The increased contract amount is $20,784.35 bringing the new contract total to $165,369.35

Why are you requesting?

This change order is to pay for environmental pumping, cleaning, and disposal of discovered 1000 gallon fuel tank inside the barge hull. Different machinery is required to safely dismantle the barge.

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

The cost for this FY is: $20,784.35
The cost for future FY is: $0.00

The funds are budgeted in:

KELLEYPROP_2023 / CONSTRUCT_CAP 1105-707602-7221-90319-794

Cc: Project File

File Number: 0490-24

Director/Commissioner: Monica Conrad/Chris Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

TO:	Jason Wooldridge Wooldridge Construction Group Wooldridge Homes, Inc 15002 Railroad Street Memphis, IN 47143	Date:	April 30, 2024
		Project:	Demolition at Kelley River Property
		Location:	8949 Old Richmond Road
		Contract No.	269-2023
		Original Contract Amt.	$144,585.00
		Cumulative Amount of Previous Change Orders	$0.00
		Percent Change - Previous Change Orders	0.00%
		Total Contract Amount Prior to this Change Order	$144,585.00
		Change Order 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
1	Enviormental company pump and clean tank		$6,109.14
2	Fuel tank disposal		$2,300.00
3	Excavator with metal shear		$12,375.21
	Total decrease	$0.00	
	Total increase		$20,784.35
	Net Amount of this Change Order	$20,784.35	
	New Contract Amount Including this Change Order	$165,369.35	
	Percent Change - This Change Order		14.38%
	Percent Change - All Change Orders		14.38%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by _____ (Proj. Mngr.) Date 04-30-2024

Accepted by _____ (Contractor) Date 4/30/24

Approved by _____ (Director) Date 4/30/24

Approved by _____ (Commissioner) Date 4/30/24

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	
	CONTRACT NO. 269-2023
	CHANGE ORDER: 1

1. Necessity for change: Remediation of unsuitable building soils.

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? ___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: None

8. Effect on contract completion date: None

_____ _____

Mayor Date

WOOLDRIDGE CONSTRUCTION GROUP CHANGE ORDER

KELLY RIVER PROPERTY 109-2021A
Project Name / ID

#1
Change Order Number

8949 OLD RICHMOND RD LEXINGTON KY
Project Address

04/25/2024
Change Order Date

JASON WOOLDRIDGE/ WOOLDRIDGE CONSTRUCTION GROUP
Project Manager Name / Firm Name

DESCRIPTION / COST OF CHANGES:

1. While attempting to raise the barge it was found that the barge had multiple anchors attached to the barge and river bed. This resulted in an underwater diver needing to be called in.

2. While raising the barge, a large fuel tank was discovered inside the barge. This discovery prevents us from using traditional means, i.e. oxygen and acetylene "cutting torch" to demo the barge for removal. With this change to the project we will need to bring in an excavator with a hydraulic steel shear attachment on it to cut the barge into manageable pieces.

3. The fuel tank will have to be pumped and cleaned out.

Please see the list of prices for these changes below.

1. Environmental Co. Pump & Clean Tank-	$6,109.14
2. Excavator with metal shear-	$12,375.21
3. Fuel tank disposal-	$2,300.00
TOTAL-	$20,784.35

Current total for barge removal- $79,000.00

Grand Total with change order #1- $99,784.35

Jeffrey Nalley
Owner Signature

Contractor Signature

Jeffrey Nalley 04/30/2024
Printed Name **Date**

Printed Name **Date**

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0492-24

File ID:	0492-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	158-2024	**In Control:**	Urban County Council
				File Created:	05/02/2024
File Name:	USGS Gage Network FY2025 Agreement			**Final Action:**	06/13/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period July 1, 2024 through June 30, 2025, at a cost not to exceed $123,000. [Div. of Water Quality, Martin]

Notes: agreement in CCO- taken to mayor for sign. 6.25 AA
Signed and filed in CCO. CILOO in CCO. original given back to Greg Lubeck. 6.27 AA

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	Signed Bluesheet Memo USGS, Letter_Signed, USGS Precip Gage Map, USGS Streamflow Gage Map, RESO 0492-24- USGS Agreement 2024-25 4868-9187-1676 v.1.docx, R-284-2024, Contract #158-2024	**Enactment Number:**	R-284-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0492-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period July 1, 2024 through June 30, 2025, at a cost not to exceed $123,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement between the Lexington Fayette Urban County Government (LFUCG) and the United States Geological Survey (USGS) for the continued operation and maintenance of existing stream flow and rain gauges for the period July 1, 2024, through June 30, 2025, for a cost of $123,000. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0492-24) (Martin/Albright)

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: April 30, 2024

SUBJECT: USGS Gage Network Agreement FY 2025

Request

The purpose of this memorandum is to request approval of an agreement between the Lexington-Fayette Urban County Government (LFUCG) and the United States Geological Survey (USGS) for the continued operation and maintenance of existing stream flow and rain gauges.

Purpose of Request

The existing stream flow and rain gauges were installed in 1997 by the USGS, and this agreement will assure necessary maintenance for the period July 1, 2024 through June 30, 2025.

The USGS will provide complete maintenance and collect all data. Any station that fails to operate or is damaged will be repaired by USGS at no cost to LFUCG. Each station will be checked and calibrated monthly by USGS. All data is retrieved via satellite and is made available to us. The data collected by the gauge network is used by LFUCG and others for MS4, Stormwater, and other activities.

Project Cost in FY25

Project Costs will be $123,000.00 and is budgeted in:
4051 303204 3363-71205

Are the funds budgeted?

Funds have been requested in the FY 2025 budget.

Director/Commissioner
Martin/Albright

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

April 25, 2024

Mr. Gregory Lubeck
Engineering Section Manager
Lexington-Fayette Urban County
101 E. Vine St. 4th Floor
Lexington, KY 40507

Dear Mr. Lubeck:

Enclosed is our standard joint-funding agreement 24NFJFA00000129 between the U.S. Geological Survey OKI Water Science Center and Lexington-Fayette Urban County for the operation and maintenance of multiple streamgages (see attached), during the period July 1, 2024 through June 30, 2025 in the amount of $123,000 from your agency. U.S. Geological Survey contributions for this agreement are $54,500 for a combined total of $177,500. Please sign and return one fully-executed original to Nathan Wood at ncwood@usgs.gov or mail to the address above.

You will notice that the contribution for this year's JFA has increased for the first time in eight years. We have done everything within our means to maintain the lowest costs possible for our cooperators but are now at a point where we must request a modest increase for this coming year to offset the current higher cost of goods and services. If you have any questions or concerns related to the increase, please contact Jeff Woods (317-430-3086; jwoods@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571) 386-7644 or ncwood@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with the Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

JEFFREY FREY

Digitally signed by JEFFREY FREY
Date: 2024.04.25 09:39:15 -04'00'

Jeffrey Frey
Director

Enclosure
24NFJFA00000129

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 24NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2024, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lexington-Fayette Urban County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $54,500 by the party of the first part during the period July 1, 2024 to June 30, 2025

(b) $123,000 by the party of the second part during the period July 1, 2024 to June 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 24NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeffrey Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 430-3086
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name: Nathan Wood
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (571) 386-7644
Fax: (317) 290-3313
Email: ncwood@usgs.gov

Customer Billing Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

U.S. Geological Survey
United States
Department of Interior

Signature

JEFFREY FREY Digitally signed by JEFFREY FREY Date: 2024.04.25 09:40:07 -04'00'

By _____ **Date:** 4/25/2024
Name: Jeffrey Frey
Title: Director

Lexington-Fayette Urban County

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

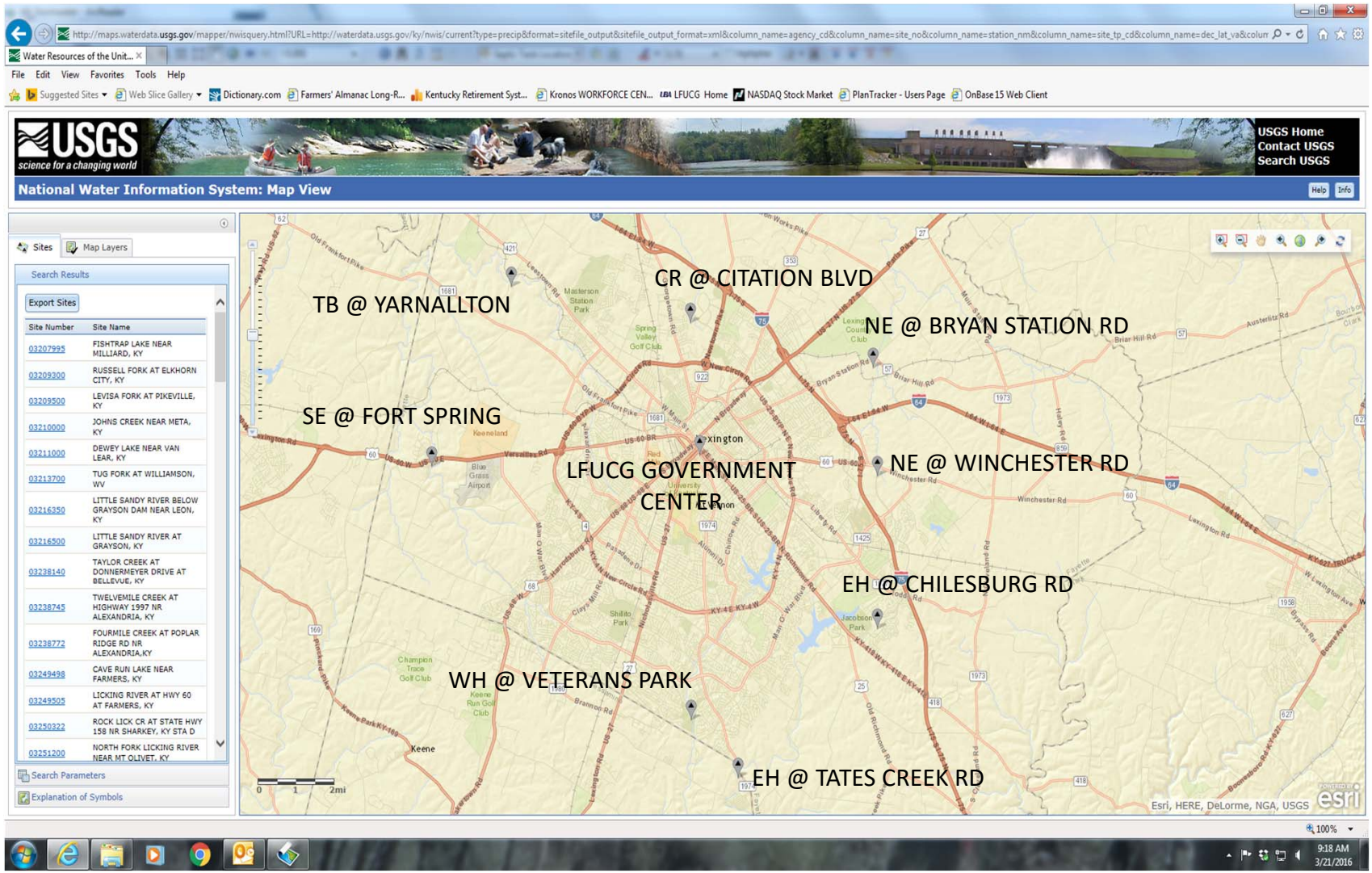
SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03288190 TRIB TO CANE RUN CR AT NEWTOWN PK NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289193 WOLF RUN AT OLD FRANKFORT PIKE AT LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY			
Full Range Streamflow Station	$5,200	$8,400	**$13,600**
	Total: $52,000	**$84,000**	**$136,000**

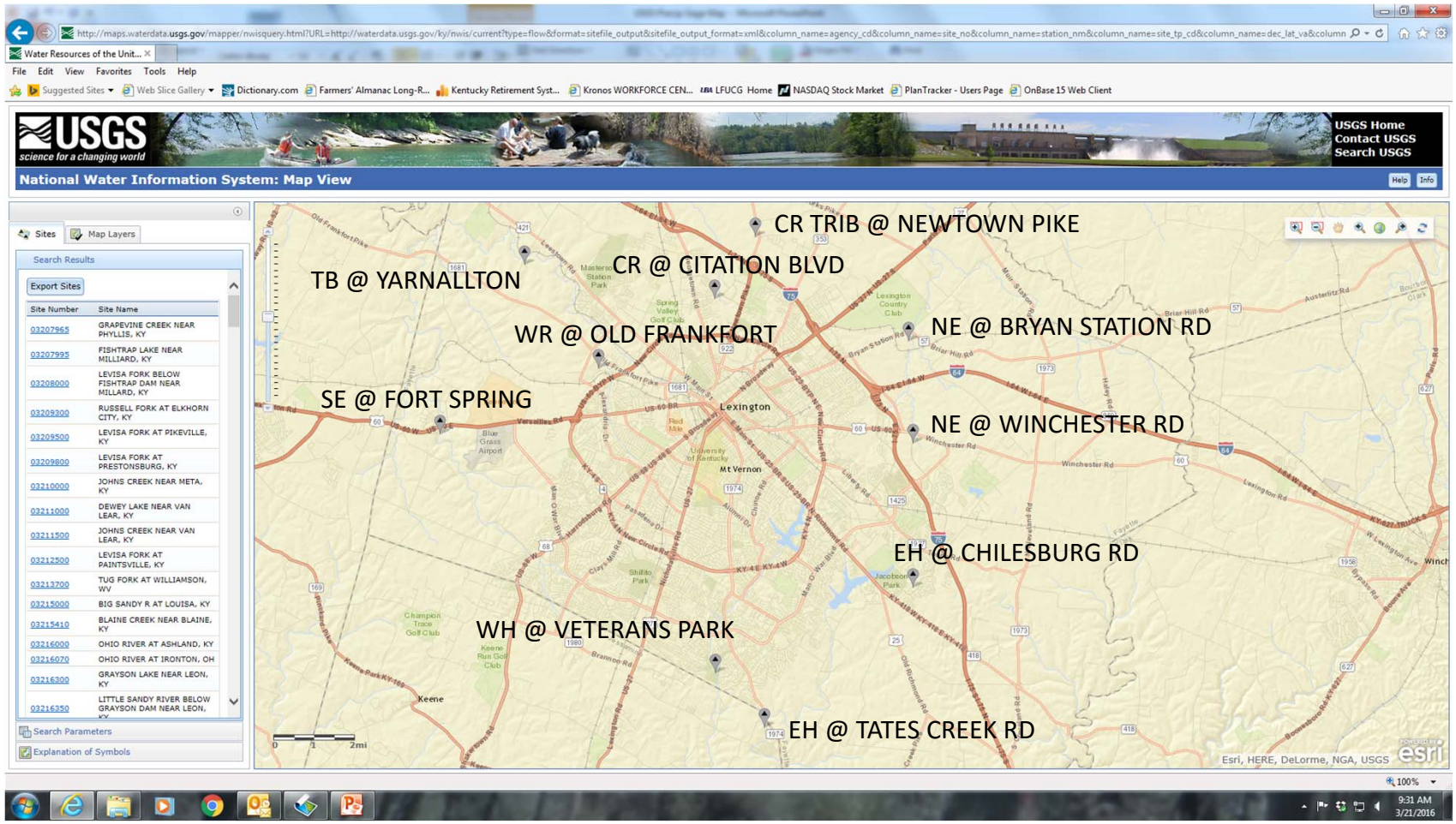
SITE Collection Description	FUNDS USGS	COOP	TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY			
Precipitation, Continuous		$1,000	**$1,000**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY			
Precipitation, Continuous		$1,000	**$1,000**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Precipitation, Continuous		$1,000	**$1,000**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY			
Precipitation, Continuous		$1,000	**$1,000**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
380249084295001 DOWNTOWN LEX. @ LFUCG BLDG ON E MAIN ST @ LEX., KY			
Precipitation, Continuous	$2,500	$4,000	**$6,500**
Total:	**$2,500**	**$12,000**	**$14,500**

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Water Quality, Continuous		$27,000	**$27,000**
Total:		**$27,000**	**$27,000**
GRAND TOTAL:			**$177,500**

USGS PRECIPITATION GAGE LOCATIONS



USGS STREAMFLOW GAGE LOCATIONS



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH U.S. GEOLOGICAL SURVEY, FOR THE CONTINUING AND ONGOING MAINTENANCE AND OPERATION OF EXISTING STREAM FLOW AND PRECIPITATION GAUGES, FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025, AT A COST NOT TO EXCEED $123,000.00.

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 to execute the Agreement, which is attached hereto and incorporated herein by reference, with U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period July 1, 2024 through June 30, 2025.

Section 2 – That an amount, not to exceed the sum of $123,000.00, be and hereby is approved for payment to U.S. Geological Survey, from account # 4051-303204-3363-71205, pursuant to the terms of the Agreement and contingent to the appropriation of sufficient funds in the FY 2025 budget.

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
0492-24:EPT_4868-9187-1676, v. 1

RESOLUTION NO. 284 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH U.S. GEOLOGICAL SURVEY, FOR THE CONTINUING AND ONGOING MAINTENANCE AND OPERATION OF EXISTING STREAM FLOW AND PRECIPITATION GAUGES, FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025, AT A COST NOT TO EXCEED $123,000.00.

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 to execute the Agreement, which is attached hereto and incorporated herein by reference, with U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period July 1, 2024 through June 30, 2025.

Section 2 – That an amount, not to exceed the sum of $123,000.00, be and hereby is approved for payment to U.S. Geological Survey, from account # 4051-303204-3363-71205, pursuant to the terms of the Agreement and contingent to the appropriation of sufficient funds in the FY 2025 budget.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0492-24:EPT_4868-9187-1676, v. 1

Copy in lieu of original

Resolution #284-2024
Contract #158-2024

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

April 25, 2024

Mr. Gregory Lubeck
Engineering Section Manager
Lexington-Fayette Urban County
101 E. Vine St. 4th Floor
Lexington, KY 40507

Dear Mr. Lubeck:

Enclosed is our standard joint-funding agreement 24NFJFA00000129 between the U.S. Geological Survey OKI Water Science Center and Lexington-Fayette Urban County for the operation and maintenance of multiple streamgages (see attached), during the period July 1, 2024 through June 30, 2025 in the amount of $123,000 from your agency. U.S. Geological Survey contributions for this agreement are $54,500 for a combined total of $177,500. Please sign and return one fully-executed original to Nathan Wood at ncwood@usgs.gov or mail to the address above.

You will notice that the contribution for this year's JFA has increased for the first time in eight years. We have done everything within our means to maintain the lowest costs possible for our cooperators but are now at a point where we must request a modest increase for this coming year to offset the current higher cost of goods and services. If you have any questions or concerns related to the increase, please contact Jeff Woods (317-430-3086; jwoods@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571) 386-7644 or ncwood@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with the Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

JEFFREY FREY

Digitally signed by JEFFREY FREY
Date: 2024.04.25 09:39:15 -04'00'

Jeffrey Frey
Director

Enclosure
24NFJFA00000129

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 24NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2024, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lexington-Fayette Urban County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $54,500 by the party of the first part during the period July 1, 2024 to June 30, 2025

(b) $123,000 by the party of the second part during the period July 1, 2024 to June 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 24NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeffrey Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 430-3086
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name: Nathan Wood
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (571) 386-7644
Fax: (317) 290-3313
Email: ncwood@usgs.gov

Customer Billing Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By JEFFREY FREY Digitally signed by JEFFREY FREY Date: 2024.04.25 09:40:07 -04'00' **Date: 4/25/2024**
Name: Jeffrey Frey
Title: Director

Lexington-Fayette Urban County

Signatures

By Linda Gorton **Date:** 6/26/2024
Name: Linda Gorton
Title: mayor

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03288190 TRIB TO CANE RUN CR AT NEWTOWN PK NR LEXINGTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289193 WOLF RUN AT OLD FRANKFORT PIKE AT LEXINGTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Full Range Streamflow Station	$5,200	$8,400	**$13,600**
	Total: $52,000	**$84,000**	**$136,000**

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY Precipitation, Continuous		$1,000	**$1,000**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Precipitation, Continuous		$1,000	**$1,000**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Precipitation, Continuous		$1,000	**$1,000**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY Precipitation, Continuous		$1,000	**$1,000**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Precipitation, Continuous		$1,000	**$1,000**
380249084295001 DOWNTOWN LEX. @ LFUCG BLDG ON E MAIN ST @ LEX., KY Precipitation, Continuous	$2,500	$4,000	**$6,500**
	Total: $2,500	**$12,000**	**$14,500**

WATER QUALITY

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Water Quality, Continuous		$27,000	**$27,000**
Total:		**$27,000**	**$27,000**
GRAND TOTAL:			**$177,500**

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0495-24

File ID:	0495-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	132-2024	**In Control:**	Urban County Council
				File Created:	05/02/2024
File Name:	Intensive Housing-Focused Case Management			**Final Action:**	05/16/2024

Title:

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. [Office of Homelessness Prevention and Intervention, Herron]

Notes: stamped and filed in CCO. copy given back to J. Herron via interoffice. 5.21 AA

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	24-Blue Sheet Memo-OHPI ICM, RFP Pkg 22-2024, RFP 22-204 Response - Housing Case Manager Grant, Housing Case Manager Budget, PSA Housing Case Manager RFP 2024 .1 . 4885-9596-3066, RESO 0495-24 Housing Case Manager Agreement 4886-7368-2109 v.1.docx, R-279-2024, Contract #132-2024	**Enactment Number:**	R-279-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0495-24

Title

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. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute an Agreement with Independence Place, Inc. for operation of Intensive Housing-Focused Case Management Services for individuals experiencing homelessness with complex physical and mental health needs, in the amount of $98,065.

Funds are Budgeted. (L0495-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 5/2/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: $98,065.00

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance: $1,047,110.35

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

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

DATE: **May 2, 2024**

SUBJECT: **Intensive Housing-Focused Case Management for Persons Experiencing Homelessness**

Request: Council authorization to execute an agreement with Independence Place, Inc., for operation of Intensive Housing-Focused Case Management Services in the amount of $98,065.00. This program will provide case management supports to individuals experiencing homelessness with complex physical and mental health needs.

Purpose of Request: The Office of Homelessness Prevention and Intervention (OHPI) facilitates access to the community's homeless housing programs via its Coordinated Entry system of intake, assessment, and referral. However, due to the level of community need, placements in housing are not immediate and may involve significant wait times. Many individuals are awaiting placement for permanent supportive housing programs and are of high acuity with complex needs, such as physical and mental health needs.

The OHPI seeks to connect such individuals with Intensive Housing-Focused Case Management Services. This service would provide case management supports to persons experiencing homelessness with complex needs by facilitating access to needed services during the time they are experiencing literal homelessness. Additionally, this service would explore any and all pathways to permanent housing and appropriate levels of care. As a result, individuals will experience a decreased length of time homeless, improved physical and/or mental health, and be less likely to experience returns to homelessness through appropriate service connection.

What is the Cost in this budget year and future budget years? Cost in FY24 is $98,065.
The cost for future FY25 is: $0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0495-24

Director/Commissioner: Herron/Lanter

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #22-2024 Intensive Housing-Focused Case Management** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 26, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor 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 LFUCG. 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 contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown 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. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination 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, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 to be provided advising the said labor union or workers' representatives 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.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

(7) 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 canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "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."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
    (2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language 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.
b. 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.

16. The contractor acknowledges and certifies 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.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor 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 contractor 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.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Organizational Capacity and Experience. 15 pts
2. Project Design. 25 pts
3. Services and Outcomes. 25 pts
4. Sustainability. 15 pts
5. Proposed Line-Item Budget and Budget Narrative. 20 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Intensive Housing-Focused Case Management
Request for Proposals

1. BACKGROUND

Research consistently demonstrates the benefits of case management to persons experiencing homelessness and housing insecurity—including increased housing stability, increased engagement in medical and nonmedical services, reduced utilization of high-cost health system services, improved mental health, reduced drug and alcohol use, and improved quality of life.

Lexington has long recognized these benefits of intensive case management. Lexington launched its first Housing First pilot program in 2014 and, based upon the outcomes of that program, has since adopted Housing First as a key philosophy and strategy for its homelessness response system. Expansion of permanent supportive housing (PSH) remains a priority for the Lexington community, as one of the recommendations in the Office of Homelessness Prevention and Intervention's 5-year strategic plan.

Outside of permanent supportive housing programs, which include wraparound supportive services as a key component, the local system often struggles to identify intensive case management supports for individuals and households. At present, Lexington's Coordinated Entry system has over 300 households prioritized for PSH-level supports. Due to the available stock of such resources, many households face potentially lengthy wait times to receiving such a referral. Additionally, their complex needs sometimes exceed the level of support available via emergency shelter and street outreach services.

The Office of Homelessness Prevention and Intervention seeks to increase the level of intensive, housing-focused supports available to high acuity households experiencing literal homelessness. Such a program would identify, outreach, and enroll households with intensive needs, such as those with significant mental and physical health needs. The program would seek to better address the complex needs of households during the time they experience homelessness and reduce that length of time through assertive pursuit of increased income, mainstream benefits, and permanent housing.

Proposed programs should: ensure access to health insurance and adequate physical and mental healthcare services; connect individuals to SSI/SSDI income via SOAR; facilitate access to other mainstream benefit programs; assist with documentation needed for Coordinated Entry; and facilitate additional pathways to permanent housing including affordable market rentals, income-based housing, and higher levels of care.

The program will work closely with the Office of Homelessness Prevention and Intervention, the Community Paramedicine team, law enforcement, healthcare providers, and emergency shelter and street outreach providers to identify and engage potential program participants. Enrollments will strategically target those with the highest levels of need, with referrals received from or approved by the OHPI.

2. PURPOSE

This Request For Proposals (RFP) solicits proposals to develop and implement a transitional and housing-focused intensive case management program for individuals and households

experiencing homelessness or housing instability who lack access to such support through existing community resources. This program shall prioritize diverting households from literal homelessness and assisting current participant households of housing programs in transitioning to self-sufficiency.

Proposals will be evaluated by the Program Performance and Evaluation Committee of the Lexington-Fayette Urban County Government Homelessness Prevention and Intervention Board.

3. GENERAL PROVISIONS

3.1 Funding

LFUCG intends to award a single contract using local funds already budgeted. Organizations may propose a project period of one, two, or three years, but must understand that funding is currently allocated for only one year, to begin on or about June 1, 2024.

Any potential continuation funding would be determined by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board based upon performance and outcomes. The intent of this allocation is provide funding for startup and operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness, including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

LFUCG reserves the right to negotiate final award amounts with any successful bidder.

3.2 PROPOSAL SUBMISSION

Proposal Deadline – 2 p.m. on March 26, 2024

In order to be considered, complete proposals must be received by the March 26, 2024, deadline. A proposal must contain all required documents and respond to each of the required project narrative elements described in this RFP to be complete.

Proposals containing omissions of required information will be considered non-responsive and removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager for the Office of Homelessness Prevention and Intervention.

3.3 ACCEPTANCE/REJECTION OF PROPOSALS

LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the LFUCG's judgement, best serve the interests of the LFUCG.

3.4 REQUESTS FOR CLARIFICATION

LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

3.5 TIMELINE

LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than April 30, 2024. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement, and the successful bidder will not be reimbursed for pre-award costs.

3.6 QUESTIONS FROM POTENTIAL APPLICANTS

Potential applicants may submit questions about this RFP no later than 12:00 p.m. on March 18, 2024. Questions must be submitted via IonWave at: ttps://lexingtonky.ionwave.net. Answers to all questions submitted will be posted online via IonWave on March 19, 2024, or as soon thereafter as is practicable for review by all potential applicants.

3.7 EVALUTATION PROCESS

Proposals will be evaluated by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board.

Scoring criteria are outlined in Section 5.0 Evaluation.

4. PROPOSAL REQUIREMENTS

Applicants must submit the proposal via LFUCG's Procurement Software at https://lexingtonky.ionwave.net/. Adherence to the proposal format by all applicants will ensure a fair evaluation of each proposals' ability to meet the needs of LFUCG. Proposals not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

4.1 ONE-PAGE COVER SHEET

A one-page cover sheet containing:

a. Organization/lead applicant's name,

b. Organization/lead applicant's address,

c. Authorized representative's name,

d. Authorized representative's email address and phone number,

e. Title of the proposed project, and

f. A brief summary of the proposed project (250 words or less).

4.2 PROJECT NARRATIVE

A project narrative describing the proposed scope of work and addressing each of the evaluation criteria described in Section 5.0 of this RFP. The project narrative should utilize the following format:

a. Project narrative should not exceed 20 pages (cover sheet and attachments, such as other forms/certifications included in this RFP and/or general marketing material, work samples, or mock-up materials, do not count toward this page limit).

b. All pages, text, and/or images should be formatted and sized so the PDF file containing the project narrative is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

c. Project narrative should respond to each of the evaluation criteria described in Section 5.

4.3 ATTACHMENTS

a. All forms, information, and/or certifications included in this RFP must be completed and submitted as attachments to the project narrative described above.

b. Additional attachments, such as general marketing material, work samples, or mock-up materials, may be submitted as attachments to the project narrative. Applicants are asked to limit the number of additional attachments to only those necessary to demonstrate capability relevant to the proposed project. Additional attachments are optional, not required.

c. All pages of complete submission should be numbered in the bottom right corner.

d. All pages of attachments, text, and/or images should be formatted and sized so the PDF file submitted is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

5. EVALUATION

5.1 ORGANIZATIONAL CAPACITY & EXPERIENCE – 15 points

Applicants should provide a detailed account of their experience in working with households experiencing homelessness and/or housing insecurity and provision of intensive case management services. Applicants should demonstrate an awareness of the local homeless response system and available affordable housing options. Applicants should have proven experience in supporting individuals and households in achieving stability through direct service supports, knowledge of community resources, and partnerships with other community providers. Provide resumes/CVs for all staff involved and detailed description of any subcontractors or other entities providing support to the project.

This project will be required to participate in the Kentucky Homeless Management Information System (KYHMIS). Proposals should describe the organization's current participation in KYHMIS and its plan to ensure full participation in KYHMIS for the proposed project.

5.2 PROJECT DESIGN – 25 points

Responses should provide a detailed description for how the applicant proposes to design and operate an intensive case management program capable of addressing complex physical and mental health needs and facilitating transition to self-sufficiency. This should include strategies to ensure timely availability of services, assess household needs and strengths, and ability to facilitate long-term stability. Project design should address:

- How will the project add a new and innovative service to the local system without duplicating existing community resources? In what ways will the project fill existing system gaps?

- How will the project work with key stakeholders such as hospitals, crisis service providers, emergency shelter and street outreach providers, the LFUCG Community Paramedicine team, and other relevant stakeholders?

- What is the project plan for receiving and prioritizing referrals? How will individuals or referring agencies submit referrals and what criteria will be used to prioritize referrals? How will the project coordinate with the OHPI to review referrals and strategically target individuals/households with the highest level of need?

- How will project design balance timely service connection and ensuring adequate levels of service to assist households in achieving stability? What is the proposed case load for the project? What is the expected average length of participation? How will the project plan for and facilitate exits?

- How will the project specifically address the housing needs of participant households? What will the project do to identify and connect households with housing that meets their needs? How will project design facilitate continued housing stability?

- What is the project plan for collecting and maintaining data regarding outcomes? How will the project evaluate progress and success?

The proposal should also include a plan for project management as well as a timeline for implementation.

5.3 SERVICES AND OUTCOMES – 25 points

Responses should include a detailed account of the specific services available through the program (direct services or via partnerships) and how those services will facilitate anticipated outcomes.

- What services will the project provide that are not currently available within Lexington-Fayette County?

- How will the project assess participant needs, develop service plans, and facilitate progress toward established plans? How will the project ensure that services maintain a housing-focused orientation?

- What services/access to services will the project provide for individuals/households with specific needs, such as those with complex healthcare needs, those with disabilities and/or mobility needs, and persons with mental illness and/or substance use?

- What services will the project provide to increase income and benefits for program participants? What specific resources will the project connect participants to and how quickly? What experience does the applicant have with SOAR?

- What services/access to services will the project provide that facilitate permanent housing? How will the project facilitate access to permanent housing via multiple avenues including affordable market rentals, income-based properties, financial assistance or other housing subsidies, and the local Housing Triage System?

- How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the Kentucky Homeless Management Information System (KYHMIS)? What is the project's plan to review data and outcomes?

Applicants should complete a table providing target numbers and percentages for prescribed outcomes based on industry standards for intensive case management. This should include individuals/households served, average length of participation, exits to permanent housing, and other outcomes proposed by the project.

The numbers provided may serve as the basis for evaluating project success on quarterly and annual reports. However, the OHPI reserves the right to change outcome targets based upon industry standards and current environment.

5.4 SUSTAINABILITY – 15 points

It is the goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award.

Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.

5.5 PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE – 20 points

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. If applying for a term of more than one year, provided budget should reflect all program revenue and expenses for each year. Project funds should not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing expenses.

Responses should:

a. Provide a line item budget and budget narrative, with sufficient detail to demonstrate the necessity and reasonableness of proposed expenses.

b. For each category listed below, identify the amount of funding requested and description of how total costs were determined:

• Personnel – Identify key personnel and time allocated to project.

• Fringe Benefits – Include the fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

• Equipment – Clearly identify one-time expenses versus ongoing.

• Travel – Describe any anticipated travel expenses both out-of-area and local.

• Contractual – Describe any expenses for which the applicant intends to contract with another entity. Project narrative should match this line with a detailed description of contractor's qualifications and role in the project.

• Operating Expenses – Costs associated with office supplies, paper, copies, etc.

• Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

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INDEPENDENCE PLACE

LEADERSHIP • ADVOCACY • EDUCATION

Executive Director: Sierra Potter

Organization: Independence Place, Inc.

Address: 841 Corporate Drive, Suite 301, Lexington, Kentucky 40503

Office Phone: 859-266-2807

Mobile Phone: 859-533-7563

Email: sierra@ipky.org

Project Name: Housing Stability Navigator Grant

Project Narrative:

IPKY is enthusiastic about the opportunity presented by this Housing Stability Navigator Grant to improve our distinct housing program in Fayette County. This project aims to assist individuals with diverse disabilities in accessing safe and accessible housing options. Beyond mere accommodation, our goal is to empower our consumers through Independent Living Skills training and supported employment opportunities.

Through our housing stability navigator program, we aim to address the multifaceted challenges that individuals with disabilities face in securing and maintaining stable housing. We understand that housing stability is not just about having a roof over one's head but also about fostering independence, self-sufficiency, and overall well-being.
By providing comprehensive support services, including assistance with budgeting, household management, and accessing community resources, we seek to equip our consumers with the skills and resources they need to thrive in their homes and communities. Furthermore, our emphasis on supported employment opportunities ensures that individuals with disabilities have the opportunity to gain meaningful employment, thereby increasing their financial stability and enhancing their overall quality of life.

With your support, we can create a more inclusive and supportive environment where everyone, regardless of their abilities, can thrive and lead fulfilling lives. Together, we can make a lasting impact on the lives of individuals with disabilities in Fayette County, empowering them to achieve their housing goals and realize their full potential.

INDEPENDENCE PLACE, INC.

At Independence Place, Inc. (IPKY), our primary goal is to empower individuals with disabilities to lead fulfilling lives. We serve as advocates, partners, and facilitators, offering support to individuals of all ages and disabilities as they strive towards self-directed achievement of independence and community inclusion. As a consumer-driven, community-based Center for Independent Living (CIL), our non-residential organization provides a range of independent living services, including: (1) information and referral, (2) systems and individual advocacy, (3) peer support and mentoring, (4) independent living skills training, and (5) transition and diversion services. These services are intended to help individuals with disabilities live as independently as possible in the community with an appropriate level of support services.

IPKY is committed to delivering compassionate support through our Transition and Diversion services, ensuring individuals learn how to navigate the housing search and application processes to make independent living with confidence and security attainable. We strongly advocate for safe, accessible housing as a basic human right, and through our tailored programs, we empower individuals by teaching them how to effectively navigate each of the steps necessary to achieve and sustain independent living in the community. We approach each individual's path towards accessible, affordable, independent housing with personalized care and unwavering dedication because we recognize that everyone deserves a place to call home.

5.1. ORGANIZATIONAL CAPACITY & EXPERIENCE

One key aspect of our mission at Independence Place, Inc. (IPKY) is to empower individuals with disabilities who may experience homelessness or housing instability, helping them navigate complicated income-based resources and benefits systems to access adequate housing options in the community. We firmly uphold the innate right of each person to achieve and sustain independence. Operating as a consumer-driven agency, our team emphasizes the importance of fulfilling the aspirations and self-determined goals of our consumers, particularly in the realm of securing appropriate housing with individualized support. Applying the five core services fundamental to the Independent Living Movement philosophy, we are committed to dismantling barriers and facilitating access to safe, accessible, affordable housing. By providing personalized support and assistance with accessing essential resources, we not only facilitate housing acquisition for our consumers but also enable them to sustain their independence.

Amid the formidable challenges presented by the pandemic, IPKY demonstrated unwavering commitment in providing support to individuals with disabilities facing housing insecurity. The surge in inquiries related to housing assistance, indicative of the present scarcity of housing units across Kentucky, prompted us to acknowledge the imperative need for heightened intervention. Our Independent Living Specialist competently initiated collaborative endeavors with esteemed local entities such as the Hope Center, Bluegrass Care Navigators, and Salvation Army, thereby ensuring that our consumers could avail themselves of indispensable support services.

In 2022, recognizing an opportunity to extend our reach and efficacy, IPKY successfully secured supplementary funding through a health-related grant. Acknowledging the inherent connection between secure housing and holistic well-being, we made a decisive move by instituting a dedicated full-time housing specialist role within our agency. This strategic decision underscores our steadfast dedication to addressing the urgent requirement for individuals with disabilities to not only obtain suitable housing but also to access the indispensable resources necessary for its sustenance.

Since the inception of our housing specialist role in August 2022, IPKY has demonstrated significant strides in achieving our objective of providing accessible and sustainable housing solutions for individuals with disabilities. Within a relatively short time frame, our dedicated team has facilitated housing arrangements and/or vouchers for fourteen of our clients, offering them a definitive pathway to independence and stability. It is noteworthy that eight of these successful outcomes have been realized within the past six months alone.

Our team has been instrumental in facilitating connections for numerous individuals seeking emergency rental assistance and temporary relief of utility bills, thereby alleviating immediate financial burdens, and ensuring the continuity of secure housing. This tangible impact underscores the effectiveness of our unwavering commitment to addressing the critical need for housing assistance within our community.

From the outset of our Housing program, IPKY has emphasized the crucial importance of collaboration with fellow community agencies in our shared mission to combat housing insecurity among individuals with disabilities. Through proactive engagement and partnership development, we have cultivated robust alliances with a diverse array of organizations committed to serving our community. Collaborations with esteemed partners, including the Access Lexington Commission, University of Kentucky Human Development Institute Center for Assistive Technology Services, Bluegrass Care Navigators, LFUCG Paramedicine Group, Oxford House, Hope Center, Salvation Army, Fair Housing Council, Lexington Housing Authority, Kentucky Housing Corporation, AVOL, GreenHouse 17, Passport, and Community Action, have significantly broadened our reach and fortified our capacity to deliver comprehensive support services.

Additionally, our Staff and Board of Directors actively contribute to the Lexington community through membership on various boards and commissions, such as the Access Lexington Commission. Our Housing Specialist has also exhibited exceptional initiative by cultivating direct relationships with management at various low-income properties, including Rose Towers and Winterwood properties. These strategic alliances empower us to effectively advocate for our consumers and navigate the intricacies of securing safe and affordable housing options.

In alignment with our mission, we are pleased to announce our ongoing collaboration with the Kentucky Housing Corporation (KHC) as we strive towards attaining non-funded partner status. This strategic affiliation with KHC will afford us direct access to the Kentucky Homeless Management Information System (KYHMIS), thereby enabling us to efficiently submit applications for vouchers on behalf of our consumers. By streamlining the application process and fortifying our connectivity with KHC, our objective is to expedite access to critical housing resources for those we serve.

5.2. PROJECT DESIGN

How will the project add a new and innovative service to the local system without duplicating existing community resources? In what ways will the project fill existing system gaps?

IPKY is profoundly dedicated to nurturing inclusivity and empowerment throughout our community. Serving as a bastion of support, our agency fervently advocates for peer support, self-help, and self-advocacy among individuals with disabilities. As a Center for Independent Living, we uphold a stringent requirement stipulating that at least 51% of our Staff and Board of Directors identify as individuals with disabilities. This intentional measure ensures that the perspectives and voices of individuals grappling with disability are comprehensively integrated into the development and implementation of our programs and services across all organizational levels. Consequently, we are better equipped to cater to the diverse needs of our community members and provide the steadfast support they deserve.

- **Leveraging Peer Support**
  At the heart of our mission lies the fundamental principle of Peer Support, which serves as a cornerstone among the array of services offered by our Center for Independent Living (CIL). We firmly advocate that individuals living with disabilities possess a unique insight into the challenges faced by their peers, making them invaluable allies in the pursuit of solutions. By harnessing the collective wisdom and lived experiences of our team members, we empower individuals with disabilities to not only navigate their own obstacles but also to extend a helping hand to others facing similar challenges. By fostering diversity and inclusivity within our team, we create a supportive environment for individuals with disabilities to thrive. Our commitment to peer support extends beyond mere assistance; it is ensuring that no individual feels alone on their journey toward housing stability and empowerment.

- **Ensuring Accessibility and Inclusivity**
  As a CIL, our unwavering commitment to accessibility and inclusivity is ingrained in every facet of our operations. We deeply respect and honor the self-identification of individuals with disabilities, recognizing the inherent dignity and autonomy of each person. In line with this philosophy, we have eliminated the requirement for formal proof of disability to access our services, affirming our belief in the right of every individual to self-determination. Our paramount objective is to understand and cater to the unique needs of each individual we serve, regardless of their circumstances, ensuring that everyone feels valued, respected, and empowered.

- **Zero Exclusion Policy**
  The Zero Exclusion principle at IPKY sets our agency apart from other community resources, emphasizing our steadfast commitment to aiding all individuals with disabilities without any exceptions. This commitment includes providing support to individuals regardless of their current involvement in substance use or adherence to treatment regimens. Additionally, our agency offers services to individuals who have been or are currently within the criminal justice system, recognizing the importance of granting everyone access to support and resources as they strive towards independence and empowerment.

How will the project work with key stakeholders such as hospitals, crisis service providers, emergency shelter and street outreach providers, the LFUCG Community Paramedicine team, and other relevant stakeholders?

IPKY is dedicated to fostering a multi-sectoral approach to combat homelessness and housing insecurity, engaging with key stakeholders from various sectors. IPKY has established robust partnerships with esteemed agencies and service providers such as Bluegrass Care Navigators, Community Action, Catholic Action Center, Lexington Housing Authority, Oxford House, Arbor Youth, UK Hospital, and Cardinal Hill Rehabilitation Center. These long-standing collaborations serve as the cornerstone of our efforts, enabling us to pool resources effectively and coordinate support for individuals with disabilities who are experiencing housing challenges.

In addition to these valuable partnerships, IPKY is committed to proactively initiating monthly drop-in calls to facilitate ongoing collaboration among stakeholders. These calls will provide a structured platform for agencies to come together, exchange resources, and collectively address housing-related topics and challenges. By promoting open dialogue and information sharing, our goal is to strengthen our collective capacity to address complex cases and deliver comprehensive support to individuals with disabilities who are navigating housing insecurity.

Through these collaborative endeavors, we aim to create a robust and interconnected support network within our community. By leveraging the expertise and resources of our diverse network of stakeholders, we are better equipped to address the multifaceted needs of individuals experiencing housing instability. Ultimately, our overarching objective is to ensure that every individual, regardless of their circumstances, receives the holistic assistance and support they need to secure stable and sustainable housing.

What is the project plan for receiving and prioritizing referrals? How will individuals or referring agencies submit referrals and what criteria will be used to prioritize referrals? How will the project coordinate with the OHPI to review referrals and strategically target individuals/households with the highest level of need?

IPKY is dedicated to addressing homelessness and housing insecurity in our community through a proactive and inclusive approach. As part of this commitment, we ensure an efficient and transparent process for receiving and prioritizing referrals, particularly for housing assistance. Leveraging our current system, which includes a comprehensive referral sheet designed to capture essential information, we have developed a comprehensive plan. This plan guarantees that individuals in urgent need of housing assistance receive prompt attention while also considering factors such as disability status, dependency, and medical vulnerability. Through collaboration with key stakeholders and continuous refinement of our processes, we strive to effectively allocate resources and provide support to those facing the most pressing housing challenges in our community.

Plan for Receiving and Prioritizing Referrals

- **Referral Channel**: Individuals and referring agencies can submit referrals through designated channels such as online forms, email, or phone.
- **Intake Team**: A dedicated intake team will receive and log referrals promptly.
- **Initial Assessment:** Each referral will undergo an initial assessment to determine urgency and eligibility.
- **Scoring System**: Referrals will be scored based on predefined criteria (e.g., severity, risk, available resources).
- **Priority Triage:** High-priority cases will receive immediate attention, while others will follow a structured queue.

Criteria for Prioritizing Referrals

- **Urgency**: Referrals requiring urgent intervention will be top priority.
- **Severity:** Cases with severe needs (e.g., homelessness, severe health or safety concerns) will receive higher priority.
- **Risk Factors**: Referrals involving vulnerable populations will be prioritized.
- **Available Resources**: We consider resource availability for effective service delivery.
- **OHPI Collaboration**: Coordination with the Office of Housing and Homeless Prevention Initiatives (OHPI) will guide prioritization.

Coordination with OHPI

- **Review Referrals:** OHPI will review referrals alongside our team to assess alignment with their goals.
- **Target High-Need Individuals:** OHPI's expertise will help us strategically target individuals with the highest level of need.
- **Resource Allocation**: OHPI's insights will inform resource allocation for optimal impact.
- **Regular Updates:** We will maintain ongoing communication with OHPI to adjust strategies as needed.

We have developed a comprehensive project plan for receiving and prioritizing referrals to ensure that individuals in urgent need of housing assistance receive prompt attention while also considering various factors. When a call regarding housing assistance is received, a staff member promptly fills out a referral sheet with key information such as income source, disability status, presence of dependents, and preferred county of residence. This detailed approach allows us to better understand each individual's unique needs and circumstances. The referral sheet is then routed to both our Housing Specialists and Executive Director, ensuring that all relevant stakeholders are involved in the decision-making process.

Upon receiving a call from an individual seeking assistance, our staff promptly engages with them to gather essential information regarding their housing needs and circumstances. This information is then meticulously entered into CILSuite, our dedicated management platform. CILSuite serves as the central repository for all consumers and/or new referrals, interactions and service-related activities, allowing us to maintain comprehensive records and track the progression of each case. In essence, CILSuite plays a crucial role in enhancing our ability to meet the diverse needs of our clients and

effectively address housing insecurity. Its comprehensive capabilities enable us to maintain detailed records, track service delivery, and actively engage with our community, ultimately empowering us to provide the highest level of support.

- Document every aspect of our interactions with clients, including inquiries for long-term support, specific service requests, and referrals to external resources. This meticulous documentation ensures that no detail is overlooked and that each consumers and/or new referrals' unique situation is thoroughly understood and addressed.
- CILSuite enables us to track the services provided to each consumer and/or new referrals, ensuring that they receive the appropriate level of support tailored to their individual needs. Whether it involves connecting them with housing resources, providing assistance with employment opportunities, or offering guidance on accessing essential services, CILSuite allows us to monitor the progress of each consumer and/or new referrals' journey towards housing stability.
- Beyond documenting client interactions and service delivery, CILSuite also serves as a tool for recording community activities and engagements. This feature allows us to stay actively involved in community initiatives, collaborate with partner organizations, and participate in events aimed at addressing homelessness and housing insecurity. By efficiently recording these activities, we can assess our impact within the community and identify areas for further collaboration and improvement.

In order to streamline the process of receiving referrals from external agencies, our dedicated Housing Specialists and Executive Director play a pivotal role. They ensure that external partners have easy access to our comprehensive housing referral sheet, equipping them with the necessary tools to submit referrals efficiently. Additionally, our team provides clear guidance on the submission process, offering support and assistance as needed to facilitate seamless referrals. Referrals received from external agencies are promptly directed to both the Executive Director and the designated housing specialist via email.

Upon receipt, the housing specialist meticulously reviews each referral, taking into account the specific needs and circumstances of the individual or household in question. Based on this assessment, the referral is then assigned to the appropriate housing specialist for further action. Once assigned, the housing specialist takes immediate action, reaching out to the individual or household within 24 hours of receiving the referral. This proactive approach ensures that individuals in need of housing assistance receive timely support and guidance, helping to alleviate their housing challenges more effectively.

Our team employs a systematic approach to prioritize referrals, considering factors such as the presence of significant disabilities, dependency status, and medical vulnerability. This ensures that individuals with the highest level of need receive prompt attention. We also collaborate closely with our Board of Directors and external agencies to validate and refine our prioritization criteria, ensuring alignment with best practices and community needs. This collaborative effort enhances our ability to allocate resources effectively and prioritize assistance for those facing the most pressing housing

challenges. By maintaining clear communication channels and swift response times, we strive to prioritize the needs of our community and facilitate access to vital housing resources for those in need.

How will project design balance timely service connection and ensuring adequate levels of service to assist households in achieving stability? What is the proposed caseload for the project? What is the expected average length of participation? How will the project plan for and facilitate exits?

The Housing Stability Navigator Grant is designed to emphasize a delicate balance between timely service connection and ensuring sufficient levels of service to aid households in achieving stability. Upon receiving a housing referral, our Housing Specialist will promptly initiate contact within 24 hours and schedule a face-to-face meeting with the individual within one week. Subsequently, weekly meetings will be conducted with the consumer by the two housing specialists, utilizing various communication platforms until suitable housing is secured. After the individual's relocation, biweekly check-ins will be maintained for three months to provide ongoing support.

Upon the completion of the three-month period, the consumer will be offered the option to either close their case or transition to our Independent Living program. This program offers personalized assistance in budgeting, credit recovery, advocacy, and peer support, tailored entirely to the consumer's needs and preferences. Our consumer-driven approach ensures that every Independent Living training is uniquely crafted to empower individuals on their journey towards independence and fulfillment.

Upon reaching the three-month milestone in the Independent Living program, the Independent Living Specialist will present the consumer with the choice to either keep their case open or close it. Should the consumer opt to close their case, our staff commits to conducting yearly check-ins to assess if there is any requirement for our services or support. These annual check-ins serve as a proactive measure to ensure that individuals are continuously supported and have access to assistance should the need arise again in the future. Of course, all former consumers of IPKY can contact the office to have their case reopened at any time.

To maintain the highest quality of care and attention, we will adhere to a caseload size limit of 20 consumers per housing specialist for our Housing Program. This commitment to a manageable caseload size allows our dedicated staff to provide personalized support, tailored to the unique needs and goals of each of our consumers. By maintaining this limit, we uphold our standard of excellence and remain steadfast in our mission to empower individuals with disabilities to thrive independently within their communities.

How will the project specifically address the housing needs of participant households? What will the project do to identify and connect households with housing that meets their needs? How will project design facilitate continued housing stability?

The Housing Stability Navigator Grant takes a multifaceted approach to address the diverse housing needs of participant households, ensuring stable housing arrangements. We initiate open discussions with consumers to ascertain their housing maintenance requirements, encompassing aspects such as utility bill management and exploring available financial assistance options. Furthermore, we conduct thorough assessments to determine if consumers necessitate accessible housing and actively assist in locating suitable accommodations tailored to their specific needs. Recognizing the significance of fostering a comfortable living environment, we actively source essential household items such as furniture, dishes, and other necessities.

Our Housing Specialist has forged a valuable partnership with a second-hand furniture store, facilitating donations of quality items for individuals transitioning to independent living. Once housing is secured with the specialist's guidance and stability is maintained for a minimum of three months, consumers can engage with our Independent Living Specialist. The Independent Living Specialist crafts a personalized program designed to address the unique needs of each individual, which may include provisions like budgeting assistance, participation in cooking workshops, and guidance on maintaining a clean living space.

We remain unwavering in our dedication to empowering participants towards self-sufficiency by offering referrals to the Office of Vocational Rehabilitation (OVR) for employment or educational opportunities. Additionally, for consumers requiring accessible accommodations, we extend support in completing applications for the Hart Supported Living Program through the Department of Aging and Independent Living. This program, administered by the Department of Aging and Independent Living, offers crucial funds to assist Kentuckians with disabilities in maintaining independent living arrangements, thereby averting institutionalization. For more information, please visit: https://www.chfs.ky.gov/agencies/dail/Pages/hslp.aspx.

In addition to our efforts, the Housing Stability Navigator Grant fosters collaboration with across-disability organizations, such as the Council of the Blind, Kentucky Commission on the Deaf and Hard of Hearing, KY-SPIN, Inc. (Kentucky Special Parent Involvement Network), and others. These partnerships are instrumental in expanding our reach and enhancing the support available to our consumer specialized needs. By working closely with these organizations, we can access specialized expertise, resources, and networks that cater to the specific needs of individuals with diverse disabilities.

For example, collaborating with the Bluegrass Council of the Blind allows us to tap into their knowledge and resources related to visual impairments, ensuring that participants with vision-related challenges receive tailored support in accessing housing and navigating their living environments effectively. Similarly, partnering with the Kentucky Commission on the Deaf and Hard of Hearing enables us to address the unique housing needs of individuals who are deaf or hard of hearing, including considerations for communication access and accommodations. KY-SPIN, as another

valuable partner, offers insights and support related to linking families and individuals with disabilities to valuable resources that enable them to live productive and fulfilling lives, including housing stability and self-sufficiency. Through these collaborative efforts, IPKY through this Housing Stability Navigator Grant can provide more holistic and personalized assistance to participants, ensuring that their housing arrangements are not only stable but also conducive to their specific abilities and circumstances.

In terms of disability-related and technology assistance, our staff will leverage the resources provided by HDI Cats (HDI Center for Assistive Technology Services) to fulfill the needs of consumers requiring accessible items for their homes, including shower chairs, transfer benches, walkers, and other assistive technology devices. HDI Cats offers an invaluable array of donated items that can be loaned out to individuals in need, ensuring access to necessary equipment to enhance daily living and mobility. Through the provision of these comprehensive services and resources, our goal is to foster continued housing stability and empower participants on their journey towards self-sufficiency.

What is the project plan for collecting and maintaining data regarding outcomes? How will the project evaluate progress and success?

IPKY staff utilize a comprehensive management system known as CILSuite to efficiently document all aspects of our interactions and services provided to consumers. This system serves as a centralized platform for recording consumer information, tracking the services delivered, and documenting every conversation or interaction staff has with consumers or referrals. By utilizing CILSuite, we ensure accurate and thorough documentation, enabling us to effectively monitor progress, maintain continuity of care, and uphold our commitment to delivering high-quality support tailored to the unique needs of each individual we serve.

In addition to our data-driven approach, we prioritize the feedback of our past and current consumers. Quarterly surveys have been implemented to provide individuals with the opportunity to share their experiences with our services. These surveys not only help us gauge satisfaction levels but also serve as invaluable tools for continuous improvement, allowing us to identify areas where we excel and areas where there is room for enhancement.

Recognizing the unique importance of our housing program, the IPKY Executive Director will spearhead a quarterly survey specifically tailored to assess the effectiveness and impact of our housing initiatives. This targeted feedback mechanism will enable us to closely monitor the success of the program and make necessary adjustments in real-time. The Executive Director and housing specialist at IPKY will collaboratively establish program objectives and meticulously monitor their advancement through the implementation of a Gantt chart.

Furthermore, to ensure a comprehensive understanding of the long-term impact of our housing efforts, we will develop an annual survey dedicated specifically to this program. This survey will provide a holistic overview of participant experiences over the course of the year, allowing us to identify trends, successes, and areas for further development.

Focused Case Management: Implementation Timeline for the Housing Stability Navigator Grant

Month 1:
In the initial phase of the program, IPKY will undertake several crucial tasks to lay the foundation for effective implementation:

- **Recruitment and Hiring**
  IPKY will conduct interviews and hire a second housing specialist to augment the existing team, ensuring adequate support for program participants.
- **Training Schedule for New Hire**
  A comprehensive training schedule will be developed for the newly hired housing specialist, outlining essential skills, and procedures to ensure proficiency in their role.
- **KYHMIS Training**
  IPKY will arrange training sessions for the second case manager on the Kentucky Homeless Management Information System (KYHMIS) in collaboration with the Kentucky Housing Corporation (KHC), ensuring proficiency in data management and reporting.
- **Case Document Review and Update**
  Necessary program documents, including the referral form, intake form, and quarterly satisfaction survey, will be reviewed and updated to align with program objectives and improve effectiveness.
- **Stakeholder Engagement**
  Bi-monthly drop-in calls will be planned and scheduled to facilitate communication and collaboration among stakeholders, fostering a supportive network for program success.
- **Tracking Sheet Development**
  An Excel tracking sheet for housing referrals will be developed to streamline the referral process, monitor progress, and ensure accountability in service delivery.
- **SOAR Training**
  The housing specialist will undergo training in the SSI/SSDI Outreach, Access, and Recovery (SOAR) model to effectively assist program participants in accessing disability benefits.
- **Program Goal Development**
  IPKY will develop clear and measurable goals and objectives for the program, outlining the desired outcomes and milestones to be achieved.
- **Gantt Chart Timeline**
  The Executive Director will create, such as a Gantt chart visualizing the timeline, tasks, and dependencies for the program, providing a visual roadmap for implementation and monitoring progress.

Month 2:

As the program progresses into its second month, IPKY will commence the intake of referrals, marking a significant step towards providing support to individuals seeking housing stability. Concurrently, we will convene our inaugural stakeholder peer call, fostering collaboration and information exchange among key partners invested in our mission.During the second month of this program, IPKY will begin taking referrals for this program. We will also host our first stakeholder peer call.

Month 3:
In the third month, IPKY's commitment to expanding outreach and engagement continues as we actively accept new referrals while initiating discussions with property managers and the Lexington Housing Authority. These interactions aim to forge vital connections and explore opportunities for securing affordable and accessible housing options for our consumers.

Month 4:
Moving into the fourth month, IPKY will introduce the inaugural quarterly program survey, seeking feedback from both consumers and partners. This survey serves as a valuable tool for gathering insights and perspectives, which will be carefully reviewed by our team. Based on the feedback received, necessary adjustments and enhancements will be made to optimize the program's effectiveness. Additionally, the month will witness the hosting of the second stakeholder peer call, further strengthening collaborative efforts within our network.

Monthly:
Throughout each month, IPKY will facilitate regular team meetings to foster communication and collaboration among staff members. These meetings provide a platform for discussing individual cases, sharing new resources, and addressing any concerns or challenges encountered. Under the oversight of the Executive Director, diligent upkeep of referral tracking sheets and case notes will be ensured, maintaining the accuracy and integrity of our records.

Quarterly:
At the end of each quarter, IPKY will conduct a comprehensive survey to gather feedback from stakeholders and participants alike. This feedback will be meticulously processed and analyzed, driving iterative improvements and refinements to our programs and services. Through this continuous feedback loop, IPKY remains committed to delivering responsive and impactful support to our community.

5.3. SERVICES AND OUTCOMES

Responses should include a detailed account of the specific services available through the program (direct services or via partnerships) and how those services will facilitate anticipated outcomes.

What services will the project provide that are not currently available within Lexington-Fayette County?

As a Center for Independent Living (CIL) based in Kentucky, IPKY offers a unique core service that distinguishes us from our partner-community resources. This service is deeply rooted in the principles of the Independent Living philosophy, guiding our approach towards individuals with disabilities. At the heart of this philosophy is the belief in the autonomy and self-determination of people with disabilities, acknowledging their capacity to make decisions, form relationships, and access societal benefits on par with able-bodied individuals.

Requests for housing assistance received by our organization are seamlessly integrated into our services, aligning with the Independent Living approach, also known as “self-determination.” This approach affirms the right of our consumers, particularly individuals with disabilities, to live independently while recognizing their freedom to seek assistance when necessary. Our core service, which combines Independent Living principles and Peer Support, where individuals with disabilities support one another to thrive, is unique and essential, particularly in Lexington and surrounding areas.

Providing affordable and accessible housing assistance is essential to our mission of empowering individuals with disabilities to live meaningful lives on their own terms. We are dedicated to assisting consumers in avoiding institutional settings, aiding in the search for affordable and accessible housing (or necessary modifications), and other pertinent needs within the CIL community. Through these endeavors, we prioritize housing solutions that resonate with our consumers' identities as individuals with disabilities, placing their aspirations and autonomy at the forefront. This approach fosters an environment that empowers them to pursue their goals independently.

In line with our commitment to comprehensive support, all IPKY staff members serve as hubs for information and referrals (I/R), providing vital resources for consumers and/or new referrals seeking guidance and assistance. Our staff are equipped with the knowledge and expertise to navigate housing options, access community resources, and address other pertinent needs tailored to each individual's circumstances. This ensures that consumers have access to the information they need to make informed decisions and navigate their paths towards housing stability effectively. IPKY recognizes the importance of collaboration and partnership with referral agencies to enhance our service delivery. By partnering with local housing authorities, social service, and disability advocacy groups, we expand our access to a wider network of resources and support services for our consumers. These partnerships facilitate streamlined referrals, coordinated service delivery, and access to specialized assistance, contributing to more effective support for individuals with disabilities seeking housing assistance. These collaborative efforts strengthen our ability to address the diverse needs of our consumers and empower them to achieve their housing goals and self-sufficiency.

How will the project assess participant needs, develop service plans, and facilitate progress toward established plans? How will the project ensure that services maintain a housing-focused orientation?

When consumers start receiving services at IPKY, they will complete an intake process using our tailored intake packets. These packets serve as a crucial tool for our staff to meticulously assess consumers' needs and facilitate the development of personalized service plans. By guiding consumers to articulate their goals, we ensure a clear understanding of their aspirations and requirements.

In addition to the intake process, the IPKY project emphasizes the development of Personalized Service Plans on Independent Living (ILPs) as a key component of its service delivery framework. These ILPs are collaboratively developed between IPKY staff and consumers, incorporating input from both parties to ensure that goals are realistic, achievable, and reflective of the consumer's preferences and aspirations. Through the ILPs, consumers outline their specific objectives related to housing stability, independent living skills, and overall well-being.

As an illustration, a consumer may express a desire to secure stable housing within a certain timeframe, improve their budgeting and financial management skills, and enhance their social support network. Based on these goals, IPKY staff work with the consumer to identify actionable steps, resources, and support services needed to facilitate progress towards these objectives. This process ensures that the ILPs are tailored to address the individual needs and circumstances of each consumer, fostering a sense of ownership and empowerment in the goal-setting process.

IPKY places a strong emphasis on consumer control and autonomy throughout the service delivery process. Consumers are actively involved in decision-making regarding their service plans, with opportunities to provide feedback, revise goals, and adjust strategies as needed. IPKY staff act as facilitators and advocates, supporting consumers in exercising their rights and preferences and ensuring that services are delivered in a manner that respects their autonomy and dignity.

By prioritizing consumer involvement and empowerment, the IPKY Housing Stability Navigator Grant promotes a consumer-centered approach to service delivery, where consumers are viewed as active participants in their own journey towards housing stability and independence. This approach not only enhances the effectiveness of the services provided but also fosters a sense of agency and self-determination among consumers, ultimately contributing to their long-term success and well-being.

Throughout each stage of the process, IPKY staff employ CILSuite to monitor consumers' advancement and assess their adherence to service objectives. This specialized platform empowers staff to monitor milestones, pinpoint areas necessitating further assistance, and guarantee that consumers' needs are adequately met. Moreover, housing specialists conduct goal reviews at the three-month milestone, ensuring that service plans adapt to meet consumers' changing requirements.

What services/access to services will the project provide for individuals/households with specific needs, such as those with complex healthcare needs, those with disabilities and/or mobility needs, and persons with mental illness and/or substance use?

The Housing Stability Navigator Grant will be geared towards offering comprehensive support services tailored to address the diverse needs of individuals with disabilities, particularly those grappling with complex healthcare requirements. This encompasses a range of disability-related challenges such as varying degrees of physical and cognitive abilities, social support networks,

mobility limitations, and mental health or substance use issues. Our approach emphasizes cross-disability inclusivity, recognizing that individuals with diverse disabilities require unique forms of support and accommodation. To achieve this objective, we have specialized staff members trained in cross-disability support and fostered strategic partnerships and collaborations with key stakeholders within our community, ensuring that our services are accessible and inclusive to all individuals regardless of their specific disability.

Additionally, IPKY has forged partnerships with several disability agencies and commission boards, including the Bluegrass Council of the Blind, Bluegrass Area Agency on Aging and Independent Living, United Way of the Bluegrass, and Access Lexington Commissions, among others. These partnerships bolster our capacity to deliver thorough and impactful support services to individuals with disabilities. Through close collaboration with these agencies, we guarantee the seamless coordination of our programs and ensure that individuals receive the vital assistance needed to thrive within our community.

Our team of Independent Living Specialists, Housing Specialists, and Individual Placement and Support (IPS) Specialists are adept at collaborating to address the specific needs of our consumers, especially those requiring additional support due to complex healthcare issues. By facilitating information and referrals to essential services and practical resources (including those offered by our partner community resources mentioned below), we advocate for our consumers while delivering our core services, empowering them to lead fulfilling lives in line with their own aspirations.

Our close relationship with the Office of Vocational Rehabilitation (OVR) and Individual Placement and Support (IPS) programs ensures seamless access to vocational rehabilitation services and supported employment opportunities for individuals with disabilities. These partnerships enable us to provide tailored employment placement and support services. Additionally, our ongoing collaboration with the University of Kentucky's Human Development Institute (HDI) Assistive Technology Services (CATS) and the Department for Aging and Independent Living (DAIL), including the Hart Supported Living program, supplements our services by providing specialized support for individuals requiring long-term care and independent living assistance. Addressing both supported employment and housing needs is a priority, with the goal of empowering individuals to reside in their own homes and prevent institutionalization.

Furthermore, our partnership with the Bluegrass Area Development District (ADD) grants access to waiver programs and resources offering crucial support services, such as home and community-based services, to individuals with disabilities. This collaboration assists consumers in navigating complex waiver systems and accessing necessary support to live independently in the community.

Acknowledging the pivotal role of peer support in addressing multifaceted healthcare needs, a considerable portion of our staff and board members possess firsthand experiences in this domain. These personal encounters equip them with a deep understanding of the challenges and intricacies associated with healthcare, enabling them to offer invaluable peer support, advice, and guidance to

our consumers. Leveraging their expertise and lived experiences, we go beyond conventional assistance by providing personalized support tailored to each individual's unique circumstances and requirements. Through empathetic engagement and shared experiences, we empower individuals to navigate their healthcare journey with confidence and effectiveness, fostering a supportive environment conducive to holistic wellness and recovery.

In conclusion, sustainable funding would bolster our agency's capacity to cater to individuals with more complex healthcare requirements, enabling us to advocate for their autonomy and inclusion, such as through peer and our staff support initiatives. This empowerment allows our consumers to make informed choices, still maintain control over their lives to the best of their abilities, and participate equally in our communities. Through strategic partnerships, peer support initiatives, dedicated staff, and sustainable funding support, our aim is to empower individuals with disabilities to lead fulfilling lives and achieve their goals.

What services will the project provide to increase income and benefits for program participants? What specific resources will the project connect participants to and how quickly? What experience does the applicant have with SOAR?

IPKY steadfast dedication lies in elevating the financial standing and benefits of our program consumers and potential new referrals. Through a comprehensive range of meticulously tailored services and abundant resources, we endeavor to empower individuals with the means to enhance their income and access valuable benefits. We prioritize expeditious connection to an array of resources, ensuring not only improved economic well-being but also facilitating access to tools that foster financial growth and stability.

- **Individual Placement and Support (IPS) Program**
  Individuals grappling with Substance Use Disorder (SUD) or Serious Mental Illness (SMI) will be directed to our Individual Placement and Support (IPS) program. This initiative offers comprehensive assistance in employment placement, encompassing job search aid, skills training, and ongoing workplace support.

- **Supported Employment (SE)**
  Our commitment to facilitating meaningful employment opportunities for our consumers and new referrals extends to our Supported Employment (SE) program. Individuals seeking SE opportunities will benefit from our partnership with the Office of Vocational Rehabilitation (OVR). OVR specializes in providing vocational rehabilitation services tailored to the unique needs of individuals with disabilities. Through personalized support and guidance, OVR assists individuals in securing and maintaining employment, empowering them to achieve greater financial independence and fulfillment in their careers.

- **Benefit Analysis**

In our pursuit of enhancing the economic well-being of our consumers and new referrals, we recognize the importance of optimizing available benefits. To this end, we facilitate access to comprehensive benefit analysis services through our partnership with OVR. Leveraging their expertise, OVR conducts meticulous assessments to determine eligibility for various benefits and programs. This includes but is not limited to disability benefits, healthcare assistance, and financial aid programs. By identifying and accessing these resources, individuals can enhance their income and achieve greater financial stability. In instances where consumers prefer an alternative option, such as working with Goodwill, we ensure seamless referrals to facilitate their benefit analysis process.

- **Independent Living (IL)**
  Moreover, our Independent Living (IL) program provides comprehensive support beyond housing, assisting consumers and new referrals in various aspects of career development. This includes resume building and mock interview training sessions aimed at enhancing their job application skills and boosting confidence during interviews. Our dedicated IL specialist collaborates closely with individuals with disabilities, guiding them towards empowerment and the fulfillment of their life goals. Through personalized assistance and encouragement, we strive to equip our participants with the tools they need to succeed in their careers and lead fulfilling lives.

- **SOAR (SSI/SSDI Outreach, Access, and Recovery)**
  Additionally, our agency boasts staff and board members with extensive experience in the SOAR (SSI/SSDI Outreach, Access, and Recovery) model. This best practice approach aids individuals facing homelessness or housing instability in accessing crucial Social Security Administration (SSA) disability benefits. Leveraging our expertise in the SOAR methodology, we effectively advocate for our program consumers and/or new referrals , ensuring they secure disability benefits while remaining engaged in our community.

In essence, our core services swiftly connect consumers to a variety of resources, boosting their income and benefits. Referrals to programs like IPS, OVR, and our IL, along with benefit analysis services, provide comprehensive support to improve economic well-being. Expertise in the SOAR model among our staff and board members ensures individuals facing housing instability, especially those with disabilities, access crucial benefits for financial stability while contributing to the community.

What services/access to services will the project provide that facilitate permanent housing? How will the project facilitate access to permanent housing via multiple avenues including affordable market rentals, income-based properties, financial assistance or other housing subsidies, and the local Housing Triage System?

Our approach to addressing housing insecurity emphasizes accessibility and collaboration. Our project aims to provide individuals with a pathway to stable housing through strategic referrals and tailored interventions. By leveraging partnerships and implementing comprehensive programs, we empower individuals to achieve housing stability and self-sufficiency. This involves employing a multifaceted referral strategy and collaborative triage assessment approach.

- **Housing Voucher Referrals**
  Collaborating with the Lexington Housing Authority (LHA), we refer eligible individuals to available housing vouchers. This collaboration enables us to secure affordable housing options for our consumers and/or new referrals.

- **Housing for Veterans Referrals**
  We direct veterans, particularly those with disabilities in need of housing assistance, to the Department of Veterans Affairs (VA) to explore tailored voucher options.

- **Partnerships with Landlords and Property Management**
  Actively building partnerships with landlords and property management companies, especially those overseeing low-income properties, allows us to expand housing options and ensure a diverse range of opportunities for our consumers and/or new referrals.

- **Housing-Related Expenses Referrals**
  Our consumers and/or new referrals requiring financial assistance for housing-related expenses are referred to Southland Dollar Club or Adult/Tenant Services or Community Action programs to provide additional financial support as needed.

- **Promoting Housing Stability and Self-Sufficiency**
  Addressing barriers to housing stability, we refer individuals to the Office of Vocational Rehabilitation (OVR) for assistance with employment opportunities. Furthermore, our Independent Living (IL) Specialist provides support with budgeting and other essential IL training to empower individuals with the necessary skills for independent living.

- **Triage Assessment Approach**
  Through these integrated triage approaches and collaborative efforts, our project aims to ensure individuals facing housing insecurity have access to permanent housing solutions tailored to their unique needs and circumstances. Our staff conducts assessments for each consumer or new referral, prioritizing based on severity and vulnerability, while our collaborative community partnerships enable us to quickly and appropriately place individuals (particularly those with disabilities), into stable housing and connect them with tailored resources.

How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the Kentucky Homeless Management Information System (KYHMIS)? What is the project's plan to review data and outcomes?

IPKY has implemented a comprehensive system to support the collection and entry of data for our programs and projects. This system is designed with a meticulous strategy to ensure that data is collected and entered with the utmost completeness, accuracy, and timeliness. Our primary objective is to align our data management practices with the standards set forth by the Kentucky Homeless

Management Information System (KYHMIS), ensuring seamless integration and compliance with regulatory requirements. Our plan involves several key components to achieve this goal:

- **Training and Access to KYHMIS**
  We will have our staff to work on obtaining training and access to the KYHMIS system. Additionally, our partnership with the Kentucky Housing Corporation (KHC) as a non-funded partner will facilitate our access to the system, ensuring our ability to input and manage data effectively. To ensure that our staff are equipped with the necessary skills and tools to effectively utilize the Kentucky Homeless Management Information System (KYHMIS), we will implement a comprehensive training program. This program will involve providing our staff with access to training resources and opportunities that will familiarize them with the functionalities of the KYHMIS system.

- **Utilization of CILSuite**
  IPKY primarily utilizes CILSuite, a comprehensive management system, to document all our consumers and/or new referrals' interactions and services provided. This centralized platform allows us to record consumer information, track service delivery, and document staff interactions with consumers or referrals. Through CILSuite, we maintain accurate and thorough documentation, enabling us to monitor progress, ensure continuity of care, and deliver tailored support to each of our consumers and/or new referrals

- **Weekly Staff and Monthly Review Meetings**
  Our team conducts weekly staff meetings to review cases and discuss ongoing progress. Additionally, on a monthly basis, we convene with case coordinators to analyze data and outcomes, as well as to prepare any requested reports. These meetings provide opportunities to assess the effectiveness of our interventions, identify areas for improvement, and ensure alignment with project objectives. Outside meetings, both the Executive Director and Program Coordinator are readily available and approachable to address any issues regarding case severity and vulnerability (triage assessment), fostering a collaborative approach to data review and outcome assessment.

By implementing these key components, we are able to maintain a high standard of data quality and integrity, ensuring that our programs and projects are supported by accurate and reliable information. This, in turn, enables us to effectively monitor progress, track outcomes, and make data-driven decisions to improve the services we provide to our consumers and communities.

5.4. SUSTAINABILITY

The goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award. Plans should include specific public and private funding

sources to be pursued and not just a blanket assurance that the applicant will seek funding.

To ensure the sustainability and longevity of our project beyond the tenure of the Housing Stability Navigator Project Grant, IPKY has devised a multifaceted sustainability plan encompassing various strategies to secure continuous resources. One pivotal avenue we are actively exploring involves tapping into Medicaid funding, with a strategic focus on harnessing the provisions under Part B. By leveraging Medicaid funding, we aim not only to bolster our financial stability but also to cultivate additional income streams. This strategic approach will enable us to recruit and retain qualified staff members and broaden the scope of our projects and core services across the communities we serve. Moreover, we are diligently working towards establishing our agency as a certified Medicaid Provider. This initiative not only holds the promise of augmenting our revenue streams but also promises a more robust financial foundation for our housing program, ensuring its sustainability and resilience in the long run.

In tandem with our pursuit of Medicaid funding, we are steadfast in our commitment to diversifying our funding sources to mitigate reliance on any singular stream. This entails proactively seeking out new funding opportunities from a spectrum of public and private sources. Central to our mission is the unwavering dedication to addressing the diverse needs of individuals with disabilities, particularly those grappling with multifaceted healthcare requirements. These encompass a myriad of challenges, including varying abilities, mobility constraints, and mental health or substance use concerns. By broadening our funding channels, we endeavor to fortify the long-term sustainability of our project, ensuring its enduring effectiveness in combating homelessness and housing insecurity. Additionally, this approach will enhance accessibility, particularly among our consumers spanning diverse age groups and disabilities, thus fostering a more inclusive and equitable society.

In conclusion, IPKY's commitment to ensuring the sustainability of our project extends beyond the duration of the Housing Stability Navigator Project Grant. Through a multifaceted sustainability plan, we are proactively securing continuous resources to support our vital initiatives. Leveraging Medicaid funding, particularly through the provisions under Part B, stands as a cornerstone of our strategy, promising enhanced financial stability and expanded service delivery capabilities. By pursuing certification as a Medicaid Provider, we aim to solidify our financial foundation, ensuring the longevity and resilience of our housing program. Furthermore, our dedication to diversifying funding sources underscores our commitment to addressing the diverse needs of individuals with disabilities. Through these efforts, we strive to fortify the long-term sustainability of our project while fostering greater accessibility and inclusivity within our communities.

5.5. PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. If applying for a term of more than one year, the provided budget should reflect all program revenue and expenses for each year. Project funds should not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing expenses.

Our proposal for the Housing Stability Navigator Grant includes a meticulously crafted line item budget and budget narrative, detailing the expenses associated with project implementation. Every aspect of the budget has been carefully considered to ensure that resources are allocated efficiently and effectively. This comprehensive budgeting approach underscores our commitment to transparency and accountability in financial management. Additionally, the budget narrative provides a detailed explanation of each line item, outlining the rationale behind the allocation of funds and demonstrating the reasonableness of expenses.

In the case of a multi-year term, our provided budget offers a comprehensive overview of all program revenue and expenses for each year. This long-term perspective allows us to anticipate future funding needs and plan accordingly, ensuring the sustainability and continuity of our efforts over time. By mapping out revenue and expenses for each year of the grant term, we can effectively manage cash flow and make informed decisions to maximize the impact of the grant funds.

Item Descriptions	Quantity/ Frequency	Total Budgeted Cost Estimate
Staffing		
Sierra Potter - Executive Director	1 per year	$ 5,000
Eric Evans - Housing Specialist	1 per year	$ 40,000
Second Housing Specialist	1 per year	$ 40,000
Laptops	2 laptops	$ 1,250
Phone	1 phone	$ 500
Travel	1 per year	$ 2,400
Overhead at 18%		$ 15,600
Total Cost		**$ 106,000**

It's crucial to highlight that project funds will not be allocated towards housing expenses such as rent and utilities. Instead, we will leverage other resources for housing-related costs, such as funding from local government agencies or community organizations specializing in housing assistance. This strategic approach allows us to stretch our grant funds further and extend our reach to more households in need of housing stability support.

Regarding staffing expenses, all personnel outlined in the proposal will be covered by the budget. Eric Evans, one of our housing specialists, will have his salary fully funded by the Housing Stability Navigator Grant. Additionally, we plan to recruit another full-time housing specialist, with their

compensation also entirely supported by the grant. This addition will bolster our capacity to effectively address the housing needs of participant households, providing prompt assistance and comprehensive support. Overseeing these operations, Sierra Potter, our Executive Director, will dedicate 10% of her time to ensure efficient management and implementation. This allocation of resources ensures that our team is sufficiently staffed to deliver high-quality services and maximize the impact of the grant.

In terms of equipment procurement, our assessment has identified the need for two MacBook laptops to enhance productivity, alongside providing flexibility and mobility for housing specialists. Additionally, recognizing the importance of seamless communication and workflow, we will equip the new housing specialist with an iPhone, ensuring access to essential communication tools while on the go.

Moreover, we have accounted for overhead costs in our budget planning, including expenses such as rent, utilities, phone services, insurance premiums, and professional fees. These costs will be factored into the budget at an 18% de minimis rate to ensure comprehensive support for the operational infrastructure required for project success.

Regarding our travel policy, we maintain a reimbursement system covering mileage expenses incurred by staff attending meetings with program participants, community partners, and employers. Staff members will receive compensation based on the Kentucky state mileage rate, reflecting our commitment to facilitating staff engagement and outreach activities essential for project success. This policy ensures that our team can effectively collaborate with stakeholders and provide support to participants wherever they may be located.

Project Name:

Housing Stability Navigator Grant

Contact and Question:

Sierra Potter
Executive Director at Independence Place, Inc.
841 Corporate Drive, Suite 301, Lexington, KY 40503
Office : (859) 266-2807
Mobile: (859) 533-7563
Email: sierra@ipky.org

EST. 1995
INDEPENDENCE PLACE
LEADERSHIP • ADVOCACY • EDUCATION

Independence Place, Inc. assists individuals with disabilities by maximizing leadership empowerment, independence and productivity. We want you to find your place in the tapestry of American society. By participating in these services, you are joining the movement that promotes a philosophy of consumer control, peer support, self-help and self-determination, equal access, and individual and system advocacy.

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Updated Budget for Housing Case Manager Grant

Item Descriptions	Quantity/ Frequency	Total Budgeted Cost Estimate
Staffing		
Sierra Potter - Executive Director	1 per year	$ 5,000
Eric Evans - Housing Specialist	1 per year	$ 40,000
Second Housing Specialist	1 per year	$ 40,000
Laptops	2 laptops	$ 1,250
Phone	1 phone	$ 500
Travel	1 per year	$ 2,400
Overhead at 10%		$ 8,915
Total Cost		**$ 98,065**

It's crucial to highlight that project funds will not be allocated towards housing expenses such as rent and utilities. Instead, we will leverage other resources for housing-related costs, such as funding from local government agencies or community organizations specializing in housing assistance. This strategic approach allows us to stretch our grant funds further and extend our reach to more households in need of housing stability support.

Regarding staffing expenses, all personnel outlined in the proposal will be covered by the budget. Eric Evans, one of our housing specialists, will have his salary fully funded by the Housing Stability Navigator Grant. Additionally, we plan to recruit another full-time housing specialist, with their compensation also entirely supported by the grant. This addition will bolster our capacity to effectively address the housing needs of participant households, providing prompt assistance and comprehensive support. Overseeing these operations, Sierra Potter, our Executive Director, will dedicate 10% of her time to ensure efficient management and implementation. This allocation of resources ensures that our team is sufficiently staffed to deliver high-quality services and maximize the impact of the grant.

In terms of equipment procurement, our assessment has identified the need for two MacBook laptops to enhance productivity, alongside providing flexibility and mobility for housing specialists. Additionally, recognizing the importance of seamless communication and workflow, we will equip the new housing specialist with an iPhone, ensuring access to essential communication tools while on the go.

Moreover, we have accounted for overhead costs in our budget planning, including expenses such as rent, utilities, phone services, insurance premiums, and professional fees. These costs will be factored into the

budget at an 10% de minimis rate to ensure comprehensive support for the operational infrastructure required for project success.

Regarding our travel policy, we maintain a reimbursement system covering mileage expenses incurred by staff attending meetings with program participants, community partners, and employers. Staff members will receive compensation based on the Kentucky state mileage rate, reflecting our commitment to facilitating staff engagement and outreach activities essential for project success. This policy ensures that our team can effectively collaborate with stakeholders and provide support to participants wherever they may be located.

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE 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 created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **INDEPENDENCE PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at 841 Corporate Drive, Suite 301, Lexington, Kentucky 40503.

W I T N E S S E T H

WHEREAS, LFUCG desires to implement the Intensive Housing-Focused Case Management program to expand the availability of intensive case management supports to individuals experiencing literal homelessness, with a focus on those with high acuity and complex needs;

WHEREAS, LFUCG solicited Requests for Proposals (RFP) from public organizations and private non-profit organizations to provide this service through RFP #22-2024 Intensive Housing-Focused Case Management;

WHEREAS, the Organization submitted a proposal which was deemed by LFUCG to be the best and most responsive proposal to implement the Intensive Housing-Focused Case Management program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on _____, 2024 and shall be for an initial term of one (1) year unless terminated by LFUCG at an earlier time. This agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG provides advance written notice that it does not wish to exercise the option to renew. The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – RFP #22-2024, Intensive Housing-Focused Case Management

b. Exhibit "B" – Organization's Response to RFP #22-2024
c. Exhibit "C" -- Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Ninety Eight Thousand and Sixty Five and 00/100 Dollars ($ 98,065.00) ("Funds") in the year of the Agreement for the performance of the Services. Uses of the Funds are limited to the services identified herein and the Exhibits attached hereto, and shall be expensed in accordance with the parties' agreed Budget, attached hereto as Exhibit "C." Funds may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon monthly submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The risk management provisions of RFP #22-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. KYHMIS. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of Funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management

Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

11. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving Funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement 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, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

16. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or

LFUCG.

19. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20 AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Independence Place, Inc.
841 Corporate Drive
Suite 301
Lexington, Kentucky 40502
Attn: Sierra Potter

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

22. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

INDEPENDENCE PLACE, INC.

BY:_____
SIERRA POTTER, EXECUTIVE DIRECTOR

_____
ATTEST:
DATE:_____

DRAFT

EXHIBIT "A"

RFP #22-2024, Intensive Housing-Focused Case Management

DRAFT

EXHIBIT "B"

Organization's Response to RFP #22-2024

DRAFT

EXHIBIT "C"

Budget

4885-9596-3066, v. 1

DRAFT

RESOLUTION NO. _____ - 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0495-24:TAH: 4886-7368-2109, 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

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 16 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **INDEPENDENCE PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at 841 Corporate Drive, Suite 301, Lexington, Kentucky 40503.

W I T N E S S E T H

WHEREAS, LFUCG desires to implement the Intensive Housing-Focused Case Management program to expand the availability of intensive case management supports to individuals experiencing literal homelessness, with a focus on those with high acuity and complex needs;

WHEREAS, LFUCG solicited Requests for Proposals (RFP) from public organizations and private non-profit organizations to provide this service through RFP #22-2024 Intensive Housing-Focused Case Management;

WHEREAS, the Organization submitted a proposal which was deemed by LFUCG to be the best and most responsive proposal to implement the Intensive Housing-Focused Case Management program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on June 1, 2024 and shall be for an initial term of one (1) year unless terminated by LFUCG at an earlier time. This agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG provides advance written notice that it does not wish to exercise the option to renew. The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – RFP #22-2024, Intensive Housing-Focused Case Management

b. Exhibit "B" – Organization's Response to RFP #22-2024
c. Exhibit "C" -- Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Ninety Eight Thousand and Sixty Five and 00/100 Dollars ($ 98,065.00) ("Funds") in the year of the Agreement for the performance of the Services. Uses of the Funds are limited to the services identified herein and the Exhibits attached hereto, and shall be expensed in accordance with the parties' agreed Budget, attached hereto as Exhibit "C." Funds may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon monthly submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The risk management provisions of RFP #22-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

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12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving Funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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15. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement 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, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement. If this audit requirement is not applicable, Organization shall submit board-adopted financial statements to LFUCG each year of the Agreement.

16. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

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841 Corporate Drive
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Attn: Sierra Potter

For Government:

Lexington-Fayette Urban County Government
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Lexington, Kentucky 40507
Attn: Jeff Herron

22. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

INDEPENDENCE PLACE, INC.

BY:
SIERRA POTTER, EXECUTIVE DIRECTOR

Cody Mullins
ATTEST:
DATE: 05/20/2024

CODY MULLINS
COMM. EXP. 04/10/2027
NOTARY PUBLIC
COMM#: KYNP70420
STATE AT LARGE, KENTUCKY

EXHIBIT "A"

RFP #22-2024, Intensive Housing-Focused Case Management

EXHIBIT "B"

Organization's Response to RFP #22-2024

EXHIBIT "C"

Budget

4885-9596-3066, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0502-24

File ID:	0502-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/02/2024
File Name:	Request Council authorization to approve ESChat, as a sole source provider for a product that allows for radio over internet protocol (ROIP) communications for Division of Police at a cost not to exceed $95,160.			**Final Action:**	06/13/2024

Title: A Resolution establishing ESChat as a sole source provider of a radio over internet protocol (ROIP) communications product, for the Div. of Police, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with ESChat related to the procurement of these goods, at a cost not to exceed $95,160. [Div. of Police, Weathers]

Notes:

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	24-Blue Sheet Memo - LPD ESChat Sole Source, Sole Source ESChat, Sole Source Letter July 3 2023 Lexington PD, BA 13032, RESO 0502-24 (ESChat Sole Source Provider) 4895-1547-7948 v.1.docx, R-285-2024	**Enactment Number:**	R-285-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
2	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
2	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0502-24

Title

A Resolution establishing ESChat as a sole source provider of a radio over internet protocol (ROIP) communications product, for the Div. of Police, and authorizing the Mayor, or her

designee, on behalf of the Urban County Government, to execute any necessary Agreements with ESChat related to the procurement of these goods, at a cost not to exceed $95,160. [Div. of Police, Weathers]

Summary

Authorization to approve ESChat as a sole source provider for a product that allows for radio over internet protocol (ROIP) communications for the Division of Police at a cost not to exceed $95,160. Budget Amendment in process. (L0502-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment 13032 is in process.

Account Number: 3140-505502-5521-72204

This Fiscal Year Impact: $95,160

Annual Impact: $0

Project: PROJSAFNE2_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: Budget amendment 13032 is 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: **MAY 1, 2024**

SUBJECT: **Approval of ESChat, as a Sole Source Provider for the Division of Police**

Request: Council authorization to approve ESChat, as a sole source provider for a product that allows for radio over internet protocol (ROIP) communications for Division of Police at a cost not to exceed $95,160.

Purpose of Request: The Division of Police is requesting to establish ESChat as a sole source provider that manufactures a product that allows for radio over internet protocol (ROIP) communications, essentially allowing investigators to use cellular phones as radios alongside the current Lexington radio network for a cost of $95,160.

What is the cost in this budget year and future budget years? $95,160 is the cost in FY24, fully funded by PSN (Project Safe Neighborhood) grant. No future costs are anticipated.

Are the funds budgeted? Budget amendment 13032 is in process. 3140-505502-5521-72204, PROJSAFNE2_2022 FED_GRANT ($95,160)

File Number: 0502-24

Director/Commissioner: Weathers/Armstrong

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 Sergeant Tyson S. Carroll Division/Dept Police

Phone 859-258-3707 Email tcarroll@lexingtonpolice.ky.gov

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

Cost: 95,159.24

Sole Source Request for the Purchase of:

ESChat service and related equipment

■ 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 ESChat

Contact Name Josh Lober

Address 3450 Broad St. Suite 106 San Luis Obispo, CA

Phone 805.541.5044 Email josh.lober@eschat.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.**

ESChat is a product that allows for radio over internet protocol (ROIP) communications, essentially allowing investigators to use cellular phones as radios alongside the current Lexington radio network. This ability is lacking and necessary for safe covert communications while conducting investigations in situations where a visible radio would compromise the safety of the investigator, and the ability to gather necessary information and evidence.

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:

-

This service is the only known that is designed to work with our current radio system and federal partners who already use the service.

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.).**

ESChat has partnered with the current provider for our radio system, Tait, to ensure good performance and functionality. At least two of our federal partners use this service, which will provide us connectivity to them during goal specific investigations into violent crime. While other services provide ROIP, none that were found through basic internet search, a visit to a technology expo, or inquiry with law enforcement partners, seemed to offer similar capability.

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.)

The price quoted was less expensive by half to what I found when querying similar services. (example: FirstNet $10/month/per user). Other services offered their ROIP capability. bundled with service Lexington already has, or required different than what is already invested into our network.

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

As stated above, although independent of our radio network, this service allows us interoperability with what we have in place without the need for a change in equipment. To achieve the same level of operability with a different supplier seems it would require significant investments in equipment to achieve a similar result.

July 3, 2023

I am writing in reference to the purchase request for ESChat secure communication services for the Lexington, KY Police Department. ESChat service is provided by our company, San Luis Aviation, Inc. (dba ESChat). Our GSA Schedule payment terms remain 1% 20 Net 30 days, and there shall be no service updates or interruption required for this renewal.

San Luis Aviation, Inc. is the only holder of the GSA Schedule contract #GS-35F-0157Y, expiration date January 20, 2027.

San Luis Aviation, Inc. is the ESChat product developer and network operator and the sole source for purchase.

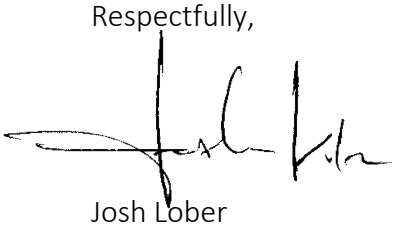
Enterprise Secure Chat is the only secure Push to Talk (PTT) communication system with fully integrated location tracking and text/image messaging. It is a carrier agnostic system purposefully designed for cross carrier communication including private networks. As such, your agency will be able to interoperate with other ESChat law enforcement customers operating in the region. This interoperability can be done without additional expense as it is native to the ESChat network. ESChat can also integrate with LMR radio networks from any public safety agency.

We are pleased to offer Lexington, KY Police Department our GSA pricing which an 8.5% discount below commercial pricing. Also, our GSA terms include an additional 1% discount for payments made within 20 days.

We appreciate your interest in our product and look forward to working with you.

Respectfully,

Respectfully,



Josh Lober
President

PROPRIETARY AND CONFIDENTIAL © 2005-2023 ALL RIGHTS RESERVED

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 04/30/2024 **Status:** Pending Approval **Amend Nbr:** 13032

Business Unit: LFUCG **Journal Date:** 04/30/2024 **Budget Period:** 2024 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505502	5521	72204	Network Connectivity	95,160.00	TPERKINS	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505502	5521	44010	Intergovernmental - Federal	95,160.00	TPERKINS	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for PROJSAFNE2_2022

Net Amend Amt: 0.00

Submit for Approval

Save Add

RESOLUTION NO. _____- 2024

A RESOLUTION ESTABLISHING ESCHAT AS A SOLE SOURCE PROVIDER OF A RADIO OVER INTERNET PROTOCOL (ROIP) COMMUNICATIONS PRODUCT, FOR THE DIVISION OF POLICE, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH ESCHAT RELATED TO THE PROCUREMENT OF THESE GOODS, AT A COST NOT TO EXCEED $95,160.00.

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

Section 1 - That ESChat be and hereby is established as a sole source provider of a Radio Over Internet Protocol (ROIP) communications product, for the Division of Police, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods.

Section 2 - That an amount, not to exceed the sum of $95,160.00, be and hereby is approved for payment to ESChat, from account #3140-505502-72204, 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0502-24:ANB:4895-1547-7948, v. 1

RESOLUTION NO. 285 - 2024

A RESOLUTION ESTABLISHING ESCHAT AS A SOLE SOURCE PROVIDER OF A RADIO OVER INTERNET PROTOCOL (ROIP) COMMUNICATIONS PRODUCT, FOR THE DIVISION OF POLICE, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH ESCHAT RELATED TO THE PROCUREMENT OF THESE GOODS, AT A COST NOT TO EXCEED $95,160.00.

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

Section 1 - That ESChat be and hereby is established as a sole source provider of a Radio Over Internet Protocol (ROIP) communications product, for the Division of Police, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods.

Section 2 - That an amount, not to exceed the sum of $95,160.00, be and hereby is approved for payment to ESChat, from account #3140-505502-72204, 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: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0502-24:ANB:4895-1547-7948, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0511-24

File ID:	0511-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	147-2024	**In Control:**	Urban County Council
				File Created:	05/02/2024
File Name:	UWBG Lease at Black & Williams Center			**Final Action:**	06/13/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with United Way of the Bluegrass (UWBG), for approximately 797 square feet of space at the Black and Williams Neighborhood Center, generating an annual revenue of $8,081.64 for the Urban County Government. [Dept. of General Services, Ford]

Notes: received in CCO 5/9 (1st read 5/16, 2nd 6/13)-aa
stamped and filed in CCO copy sent back to sandra lopez in gen services via interoffice. 6.14 AA

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	Blue Sheet Memo - UWBG Lease Agreement Black & Wms.pdf, UWBG Lease at Black and Williams Center.pdf, RES 0511-24 UWBG Black & Williams Neighborhood Center 4870-9667-3980 v.1.docx, R-286-2024, Contract #147-2024	**Enactment Number:**	R-286-2024
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
2	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
2	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0511-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with United Way of the Bluegrass (UWBG), for approximately 797

square feet of space at the Black and Williams Neighborhood Center, generating an annual revenue of $8,081.64 for the Urban County Government. [Dept. of General Services, Ford]

Summary

Authorization to enter into a lease Agreement with United Way of the Bluegrass (UWBG) for space (approximately 797 square feet) located at the Black and Williams Neighborhood Center, 498 Georgetown Street. The initial term will be for 1 year beginning July 1, 2024, with an option for two (2) subsequent terms of one year each. Year one rental revenue is $8,081.64. (Ford) (L0511-24)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Chris Eller, May 2, 2024

Risk Management: No

Fully Budgeted: Yes included in FY 2025 Mayor's Proposed Budget

Account Number: 1101-011001-0001-42181

This Fiscal Year Impact: $8,081.64 revenue

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: May 3, 2024

SUBJECT: Facility Lease Agreement at Black & Williams Neighborhood Center
United Way of the Bluegrass (UWBG)

Request:

Request Council Authorization for the Mayor to enter into a lease agreement with United Way of the Bluegrass (UWBG) for space located at the Black and Williams Neighborhood Center, 498 Georgetown Street. The area is approximately 797 square feet. The initial term will be for 1 year, with option for two (2) subsequent terms of one-year each. Lease terms begin on July 1, 2024.

Purpose:

The United Way manages a WayPoint Center to provide programming for underserved communities, which include human service resource navigation and leveraging community stakeholder partnerships. United Way has leased space at Black & Williams Center since March 2021.

Budgetary Implication:

Year one annual rental revenue: $8,081.64

Are the funds budgeted?

Yes, 1101-011001-0001-42181

File Number: 0511-24

Director/Commissioner: Chris Ford

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507, (the "Lessor"), **UNITED WAY OF THE BLUEGRASS,** whose address is 651 Perimeter Drive, Suite 510, Lexington, KY 40517, (the "Tenant").

WITNESSETH:

1. PREMISES. The leased premises, hereinafter called the "Premises", are identified and described as follows: 797 square feet of rentable area consisting of space located at room 104 of the Black & Williams Center, located at 498 Georgetown Street in Lexington, Kentucky, and more specifically identified on Exhibit A of this Agreement.

2. USE. The Premises shall be used by Tenant for general office space and shall not be used for any other purpose without the prior written consent of Lessor. Tenant shall not use the Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises or the Building. Tenant shall not create, maintain, or permit any nuisance in the Premises or the Building, or permit any objectionable or offensive noise or odors to be emitted from the Premises. If Tenant uses the Premises in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, Lessor may, at its option, require Tenant to discontinue such use or to reimburse Lessor as additional rent for any increase in premiums attributable to the use being made by the Tenant. Tenant shall comply with the Rules and Regulations governing the use and occupancy of the building, which Rules and Regulations are attached hereto as Exhibit "C". Lessor may amend the Rules and Regulations from time to time, and a written copy of such amendments will be given to Tenant who shall thereafter comply with the same.

3. TERM.

3A. The initial term of this Agreement shall be for a period of twelve (12) months, and beginning on July 1, 2024, and ending June 30, 2025.

3B. The initial term of this Agreement and any extensions thereof may be renewed for two (2) subsequent terms of one year each subject to the termination provision stated in Section 15. The Tenant may request an extension of the Agreement from year-to-year after the expiration of the initial lease term or any extension term by giving such written notice to the Lessor, 90 days prior to the

Initials
Owner ____
Tenant ____

expiration of the initial or an extension term. Lessor will respond to request for an extension of the lease within thirty (30) days of receipt of the Tenant's request.

4. RENT. Tenant agrees to pay the Lessor annual rent as specified in Exhibit B for use of the Premises. The rental payments shall be made at the Lessor's notice address in paragraph 25 in advance on or before first (1st) day of the month. Payments shall be made on the following basis: ■ Monthly □ Quarterly

5. UTILITIES AND SERVICES. Lessor shall be responsible for providing and paying for all utilities to the Premises except for any utility that is separately metered for the Premises. In such case, Tenant shall be responsible for payment of the utility charge. Lessor shall provide janitorial and cleaning services for common areas of the building, if there be any. Lessor does not warrant that any services provided by Lessor will be free from interruption due to causes beyond Lessor's reasonable control. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Lessor liable to Tenant for damages by set-off or abatement of rent or otherwise, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement.

6. SECURITY DEPOSIT. **Deposit waived by Lessor**. Tenant shall pay a Security Deposit, equal to one (1) month's rent to Lessor upon the full execution of the Agreement. The security deposit is refundable by Lessor to Tenant at the expiration of the lease term or any extension thereof and surrender of the Premises subject to the Tenant's performance of its duties and obligations under the terms of the Agreement.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Lessor in "broom clean" condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Lessor may restore the Premises to such conditions at Tenant's expense.

7. TAXES AND FEES. Tenant agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. Tenant is not responsible for any applicable real property taxes.

8. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. Tenant shall comply and cause its employees and agents to comply with all ordinances, statutes, state and federal laws, and reasonable operational procedures and standards established by the Lessor in connection with the use of the Premises.

9. INSPECTIONS. Lessor shall have the right to inspect the Premises at any time during Tenant's normal hours of operation. Lessor shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to

make any alterations or repairs to the Premises that Lessor deems necessary for its safety or preservation. Lessor shall have the right to inspect the Premises outside Tenant's normal hours of operation with 24 hours prior notice.

10. ALTERATIONS TO THE PREMISES AND FIT-UP COSTS. Before any physical improvements or changes to the Premises may be made by Tenant, including painting, Tenant shall obtain prior written approval for such changes from Lessor, which approval may be withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to Lessor as further consideration of this Agreement. All inventory, furnishings, fixtures and other equipment (not permanently attached to the Premises) may be removed by Tenant upon termination of the Agreement, at Tenant's sole expense, provided such removal does not damage the Premises.

Tenant, at Lessor's request, shall remove its personal property and fixtures and shall restore the Premises to the condition existing prior to the items so removed.

11. MAINTENANCE AND USAGE OF THE PREMISES.

a. Lessor shall at its expense keep in good order, condition and state of repair the structural portions of the Premises the plumbing, heating, air-conditioning, electrical service to the Premises and the common areas in the Building; provided, however, that Lessor's obligation to make such repairs shall not relieve Tenant of the obligation of paying its share of any operating costs under the provisions of Exhibit B, and provided further that Tenant shall reimburse Lessor upon demand for the cost of repairing any damage to the Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees. Tenant shall, at its expense, keep in good order, condition, state of repair all portion of the Premises with the exception of those to be maintained and repaired by Lessor under the foregoing provisions. In the event Tenant fails to comply with the requirements of the foregoing sentence, Lessor may make such maintenance and repair and the costs thereof with interest at fifteen (15%) percent per annum shall be immediately payable to Lessor as additional rent.

b. Excepted from Lessor's obligation to repair are any repairs made necessary by reason of damage due to fire or other casualty loss covered by standard fire and extended coverage insurance.

c. Tenant shall use common areas, if there are any, in such manner so as not to interfere with the use of common areas by other occupants of the building.

d. Tenant shall reimburse Lessor for any fines, penalties and costs and all liability for violation or non-compliance with any requirements related to the Premises imposed as a result of Tenant's failure to repair.

Intentional damage to the Premises shall entitle Lessor to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

e. With the exception of service animals, dogs and other animals are not permitted on the Premises.

12. SECURITY. Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Lessor shall maintain a master key in its possession for emergency access to the Premises.

13. PARKING. Tenant shall direct all Tenant employees to park only in those spaces that may be assigned in writing to Tenant by Lessor.

14. INDEMNIFICATION AND INSURANCE.

a. Indemnification - Tenant agrees to indemnify, defend and hold harmless Lessor and its agents, officials and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in anyway incidental or connected with or that arise or alleged to have arisen, directly or indirectly in whole or in part from Tenant's or its invitees' use of the Premises. Lessor shall not be liable for any loss or damage to persons or property of the Tenant or others located in the Premises or the loss of or the damage to any property of Tenant or others by theft or otherwise from the Premises. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Lessor. Any property of Tenant kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.

b. Insurance –Tenant shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability insurance, including premises and operations liability, broad form contractual coverage, and fire legal liability for said Premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the Premises. Liability limits should be in an amount not less than $1,000,000.00 per occurrence with an aggregate of not less than $2,000,000.00. Said insurance company shall be authorized to do business in the

Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, under the provisions of this Agreement." Tenant shall furnish to the Lessor's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

Any Tenant improvements to the Premises must be approved in writing by Lessor prior to construction. Upon completion of construction, Tenant must provide copies of all required governmental approvals and permits, a copy of the certificate of occupancy, and original copies of full lien waivers from all contractors and materialmen. Such documents must be delivered by Tenant to Lessor prior to Tenant occupying the Premises.

c. Other requirements –Tenant shall require that all contractors/ vendors used by Tenant for fit-up improvements and betterments of the space during occupancy shall be pre-approved by Lessor's Division of Building Maintenance and Construction. Furthermore, Tenant shall comply with Lessor's risk management provisions and shall provide Lessor with copies of certificates of insurance and/or any contracts entered relating to the above, prior to commencement of work.

15. TERMINATION. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon ninety (90) days prior written notice to the other party. Lessor may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in Paragraph 2 of this Agreement, Tenant upon written notice from Lessor shall immediately vacate the Premises and this Agreement will be terminated and of no further force and effort.

16. SIGNAGE. Tenant will be allowed to place, at its sole expense, its name or sign on its Premises in the building, provided such signage complies with the applicable guidelines as set forth by Lessor and applicable local sign ordinances.

17. AGREEMENT IS NOT ASSIGNABLE. This Agreement is not assignable, and Tenant may not sublease or grant any other individual, agency or organization use or occupancy of the Premises. Subleasing maybe considered for any term beyond 30 days of any area(s) within the said property. Subleasing requests must be reviewed and approved by LFUCG – DGS **prior** to the execution of any sublease agreements.

Initials
Owner
Tenant

18. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. All personal property kept upon the Premises shall be at the sole risk and responsibility of Tenant. This shall include property of contractors/ vendors engaged by Tenant to perform fit-up or conduct other maintenance or improvement activities throughout the term of this Agreement.

19. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by fire or other casualty covered by the Lessor's policy of fire and extended coverage insurance, Lessor may, at its sole option and expense, elect to make repairs or restore the building and Premises or to cancel this Agreement instead of making the necessary repairs. If the Premises are damaged to such extent that repairs or restoration cannot be affected within one hundred twenty (120) days, either party shall have the right to cancel this Agreement by giving the other party such notice in writing within thirty (30) days from the date such damage occurred. In the event of partial destruction or damage whereby Tenant shall be deprived of the use or occupancy of only a portion of the Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Tenant until such time as the Premises are repaired or restored. Lessor is not obligated to commence repair or reconstruct the Premises until after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely unrentable and then the Agreement shall automatically terminate.

20. HAZARDOUS MATERIALS. Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Lessor may remedy such default and Tenant must fully reimburse Lessor for any cost or expense it incurs within ten (10) days of written notification from Lessor.

21. QUIET ENJOYMENT. Lessor hereby covenants and agrees that if Tenant performs all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from, Lessor or any person or persons lawfully claiming the Premises.

22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Lessor possession of the Premises upon the expiration or termination of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement (the elements, ordinary wear and deterioration accepted).

Initials
Owner _____
Tenant 

23. DEFAULT AND REMEDIES

a. If Tenant shall abandon the Premises or fail to pay any installment of rent or additional rent when due or fail to pay any costs or expenses provided for in this Agreement when said payments are due, or fail to perform any of its other obligations under the terms, conditions, and covenants of the Agreement, then Tenant shall be in default and breach of the Agreement.

b. In the event of a default and the continuance of such default ten (10) days after written notice thereof is given by Lessor to Tenant, in addition to Lessor's rights and remedies allowed by law, Lessor may, without further notice to or demand upon Tenant, apply the security deposit or re-enter the Premises and cure any default of Tenant. Tenant shall reimburse Lessor in curing such default, and Lessor shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason or Lessor's actions. Further, in addition to any other rights and remedies allowed by law, Lessor may terminate the Agreement as of the date of such default and Tenant shall immediately thereafter surrender the Premises to Lessor. If Tenant shall not immediately surrender the Premises, Lessor may reenter the Premises and dispossess Tenant or any other occupants of the Premises and remove their effects, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent.

c. The failure or delay by either party to insist upon the strict performance by the other or any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. The receipt of rent by Lessor after said rent is due and payable shall not be construed as a waiver of such default, and the receipt by Lessor of less than the full amount of rent due shall be a payment without prejudice to its right to recover the balance of the rent or to pursue any other remedies provided in the Lease.

24. MEMORANDUM OF LEASE. This Agreement, or a memorandum describing the Premises herein demised, stating the term of the Agreement, and referring to this document, may be recorded by either party.

25. NOTICES. Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Initials

Owner ____

Tenant 

Notice shall be sent to the Lessor at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street
Lexington, KY 40507

Notice shall be sent to the Tenant at the following:
United Way of the Bluegrass
Attn: VP of Finance & Operations
651 Perimeter Drive, Suite 510
Lexington, KY 40517

26. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

27. EMINENT DOMAIN. In the event that the Premises or any part thereof shall be at any time after the execution of the Agreement are taken for public or quasi-public use, or condemned under eminent domain, Tenant shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes to Lessor any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Agreement shall be deemed terminated, and Tenant shall be entitled to no damages or any consideration by reason of such taking.

28. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

29. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

Initials
Owner ____
Tenant 

30. NON-DISCRIMINATION. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

31. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Tenant's occupancy, use, and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.

32. HOLDOVER. Should the Tenant hold over after termination of the Lease without a properly signed extension agreement, the Lease will become month-to-month subject to termination upon thirty (30) days written notice by either party. Monthly rent shall be one hundred fifty percent (150%) of the fair market value.

33. ATTORNEYS FEES. Should either party expend attorney's fees, and cost to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

34. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

35. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise or any rights in favor of any third party.

36. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors and assigns.

Initials
Owner ____
Tenant

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the Lessor this ____ day of _____, 20___.

LESSOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

The foregoing terms and conditions are accepted by the Tenant this ____ day of _____, 20___.

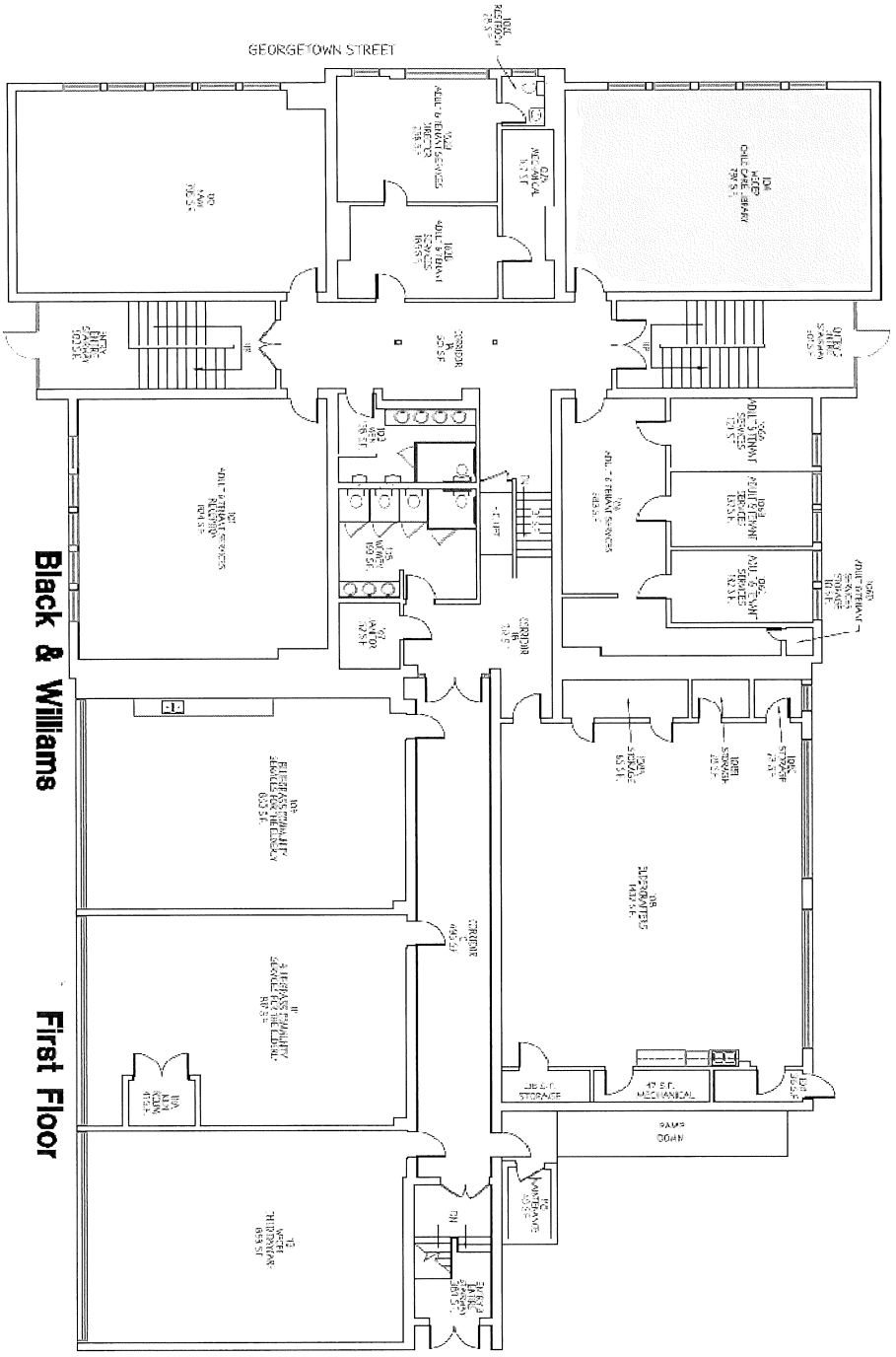
TENANT:

UNITED WAY OF THE BLUEGRASS

BY: _____
Timothy Johnson, President & Chief Executive Officer
Printed Name & Title

Initials
Owner _____
Tenant _____

EXHIBIT A



Tenant: United Way of the Bluegrass
Premises: LFUCG Black & Williams Center Neighborhood Center
Address: 498 Georgetown Street
RSF: 797 – Room 104
Initial lease term: Twelve months, with two (2) one-year automatic extensions

Initials
Owner
Tenant

EXHIBIT B
RENT SCHEDULE

FY begins July 1st	FMV Rental Rate per sqft	Annual FMV Rent	FMV Adjusted Rate per sqft	Adjusted Annual Rent	Adjusted Payment ■ Monthly □ Quarterly
2025	$15.95	$12,712.15	$10.14	$8,081.64	$673.47
2026	$15.95	$12,712.15	$10.14	$8,081.64	$673.47
2027	$15.95	$12,712.15	$10.14	$8,081.64	$673.47

B.1 Rent. Tenant shall pay to Lessor as rent for the Premises the annual sums specified in Exhibit B (Adjusted Annual Rent column). If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated. Rate increases will be at 2% or CPI, whichever is higher.

B.2 Annual Rental Adjustment (if applicable). If, in any calendar year or partial calendar year during the term hereof (or renewal periods, if any), the Operating Expenses of the Building as hereinafter defined shall exceed $9.84 per Rentable Square Foot of an area therein, then Tenant shall pay as additional rental for that year or partial calendar year Tenant's Proportionate Share of the excess Operating Expenses exceeding $9.84 per Rentable Square Foot. Tenant's Proportionate Share of operating expenses is the percentage determined by dividing the rentable area in Tenant's Premises by the total rentable area in the building.

B.2-1. For the purposes of this Agreement, Operating Expenses shall mean any and all costs paid or incurred in the discretion of the Landlord, in connection with the operation, service, maintenance, repair of the Building (including fire and extended insurance costs) determined in accordance with generally accepted accounting principles (on an accrual basis) consistently applied.

B.2-2. Notwithstanding the Landlord's discretion as to Operating Expenses, no expense incurred for the following shall be included in Operating Expenses:

(1) Cost incurred by Lessor for Tenant's alterations;

(2) Depreciation of the building;

Initials
Owner
Tenant

(3) Costs of capital improvements which do not improve the building's operating efficiency, reduce utility expenses, or which may not be required by governmental authorities;

(4) Payments of principal on any mortgage or debt service;

(5) Utility cost separately metered for each tenant's premises.

B.2-3. Tenant shall pay all charges for all separately metered utility services used by it in the Premises and supplied by Lessor, a public utility or public authority or any other person, firm or corporation; provided, however, that the Tenant shall not be charged more by Lessor than the rates it would be charged for the same service if furnished by a public utility company or governmental unit.

B.3 Payment of Annual Rental Adjustment (if applicable). Tenant's Annual Rental Adjustment shall be estimated annually by Lessor and written notice of the estimated amount given to Tenant prior to the beginning of each fiscal year commencing on July 1. Tenant shall pay one-twelfth (1/12) of the estimated amount each month, as additional rent, along with the monthly installment of base rent. Within ninety (90) days after the end of each such calendar year, Lessor shall prepare and deliver to Tenant a statement showing in reasonable detail the actual amount of Operating Expenses for the preceding fiscal year and the actual amount of Tenant's Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Lessor, or Lessor shall credit to Tenant, the difference between the actual amount of Tenant's Annual Rental Adjustment for the preceding fiscal year and the estimated amount paid by Tenant during such year provided however, that notwithstanding anything to the contrary herein contained, Tenant shall not be entitled to a credit for any amount of annual base rent paid.

B.4 Service Charge. If any installment of base rent or additional rent provided for in this Agreement is not paid within ten (10) days after its due date, it shall be subject to a service charge of five percent (5%) of the unpaid rent due for each month or fraction thereof or such lesser amount as may be the maximum amount permitted by the law, until paid.

Exhibit C

RULES AND REGULATIONS

1. No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises, its windows or doors, or upon the Building except such as may be approved in writing by Lessor.

2. Lessor shall maintain a Building directory with the name of Tenant, its organizational divisions and the name of any other business entities lawfully occupying the Premises or any part thereof.

3. No additional locks other than building standard shall be placed upon any doors of the Premises without Lessor's consent and Tenant agrees not to have any duplicate keys made without the consent of Lessor. If more than two keys for any door lock are desired such additional keys shall be acquired from Lessor and shall be paid for by Tenant. Upon termination of this Lease Tenant shall surrender all keys to Lessor. Tenant shall not replace the locks on any doors. Should Lessor consent to the replacement of such lock Lessor shall replace the lock at Tenant's sole expense.

4. No furniture, freight, supplies not carried by hand, or equipment of any kind shall be brought into or removed from the building without the consent of Lessor. Lessor shall have the right to limit the weight and size to designate the position of all safes and other heavy property brought into the building. The furniture, freight, supplies, equipment, safes and such other heavy property shall be moved in or out of the Building only at the times and in the manner permitted by Lessor. Lessor will not be responsible for loss of or damage to any such items and all damage done to the Premises or to the Building by moving or maintaining such items shall be repaired at the expense of Tenant. Any merchandise not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards.

5. Tenant, its invitees or guests, shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Tenant shall not, without Lessor's written consent, install or operate in or upon the Premises any machine or machinery causing noise or vibration perceptible outside the Premises, electric heater, stove, device for the preparation of food, or machinery of any kind or carry on any mechanical business thereon, or keep or use thereon oils, burning fluids, camphene, kerosene, naphtha, gasoline, or other combustible materials. Notwithstanding the foregoing, Tenant may operate within the Premises a device for the brewing of coffee to be consumed on the Premises. No explosives shall be brought into the Building.

6. Tenant shall not mark or drive nails or screws into the woodwork or plaster, or paint, or in any way deface the Premises, the Building, or any parts thereof or fixtures therein. The expense of remedying any breakage or stoppage resulting from a violation of this rule shall be paid by Tenant.

7. Canvassing, soliciting and peddling in the Buildings are prohibited and each Tenant shall cooperate to prevent such activity, however, Lessor, in its discretion, may allow beverage and snack vending in the Building.

8. Tenant may request the assistance of Lessor's employees only upon approval of the Lessor's manager. Lessor's employees are not required to perform any work or do anything outside of their regular duties, except on issuance of special instructions from the Lessor's manager. If Lessor's employees are made available to assist Tenant, Lessor shall be paid for their services by Tenant at reasonable hourly rates.

9. Lessor reserves the right to close and keep locked all entrance and exit doors the Building on Sundays and legal holidays and between the hours of 6:00p.m. on any day and 8:00 a.m. of the following day during such further hours and Lessor may deem advisable for access control of the Building. Notwithstanding the foregoing, Tenant shall have access to the Building at all hours.

10. Lessor may utilize an outside agency to control access to the Building when it is locked. Lessor does not assume any responsibility for, and shall not be liable for, and damage resulting from any error in regard to any identification of Tenant or its employees and from admission to, or exclusion from, the Building by such outside agency.

11. The heating and air conditioning systems shall be operated at such times as the Building Lessor shall designate from time to time. Tenant shall not utilize any equipment requiring extraordinary services without the prior written consent of Lessor.

12. Tenant shall exercise care and caution to insure all water faucets or water apparatus, electricity and gas are carefully and entirely shut off before Tenant or its employees leave the Premises so as to prevent waste or damage. Tenant shall be responsible for any damage to the Premises or the Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Tenant's failure to observe this rule.

13. Lessor reserves the right to exclude or remove from the Building any person who, in the judgment of Lessor, is under the influence of liquor or drugs, or who is in the judgment of Lessor disturbing other Tenants or occupants of the Building arising from Tenant's failure to observe this rule.

Initials

Owner ____

Tenant ____

14. Toilet facilities shall be provided for men and women by Lessor. Plumbing fixtures and appliances shall be used for the purpose for which they were designed and no rubbish, rags or other unsuitable material shall be thrown or placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant and Lessor shall not in any case be responsible therefore.

15. Lessor will replace tubes and lamps for lighting fixtures at Tenant's expense if requested by Tenant to do so.

16. Lessor reserves the right to rescind any of these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the care and cleanliness of the Premises and the Building. Such rules and regulations when made and upon written notice to Tenant, shall be binding upon Lessor and Tenant in like manner as if originally set forth herein.

17. Tenant agrees that Lessor shall not be responsible for lost or stolen personal property, money or jewelry from the Premises or Building regardless of whether such loss occurs when the area is locked against entry or not.

Initials

Owner ____

Tenant 

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH UNITED WAY OF THE BLUEGRASS (UWBG), FOR APPROXIMATELY 797 SQUARE FEET OF SPACE AT THE BLACK AND WILLIAMS NEIGHBORHOOD CENTER, GENERATING AN ANNUAL REVENUE OF $8,081.64 FOR 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 the Lease Agreement, which is attached hereto and incorporated herein by reference, with United Way of the Bluegrass (UWBG) for approximately 797 square feet of space at the Black and Williams Neighborhood Center, located at 498 Georgetown Street, generating an annual revenue of $8,081.64 for 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
0511-24:CWE:4870-9667-3980, v. 1

RESOLUTION NO. 286 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH UNITED WAY OF THE BLUEGRASS (UWBG), FOR APPROXIMATELY 797 SQUARE FEET OF SPACE AT THE BLACK AND WILLIAMS NEIGHBORHOOD CENTER, GENERATING AN ANNUAL REVENUE OF $8,081.64 FOR 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 the Lease Agreement, which is attached hereto and incorporated herein by reference, with United Way of the Bluegrass (UWBG) for approximately 797 square feet of space at the Black and Williams Neighborhood Center, located at 498 Georgetown Street, generating an annual revenue of $8,081.64 for the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0511-24:CWE:4870-9667-3980, v. 1

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507, (the "Lessor"), **UNITED WAY OF THE BLUEGRASS,** whose address is 651 Perimeter Drive, Suite 510, Lexington, KY 40517, (the "Tenant").

WITNESSETH:

1. PREMISES. The leased premises, hereinafter called the "Premises", are identified and described as follows: 797 square feet of rentable area consisting of space located at room 104 of the Black & Williams Center, located at 498 Georgetown Street in Lexington, Kentucky, and more specifically identified on Exhibit A of this Agreement.

2. USE. The Premises shall be used by Tenant for general office space and shall not be used for any other purpose without the prior written consent of Lessor. Tenant shall not use the Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises or the Building. Tenant shall not create, maintain, or permit any nuisance in the Premises or the Building, or permit any objectionable or offensive noise or odors to be emitted from the Premises. If Tenant uses the Premises in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, Lessor may, at its option, require Tenant to discontinue such use or to reimburse Lessor as additional rent for any increase in premiums attributable to the use being made by the Tenant. Tenant shall comply with the Rules and Regulations governing the use and occupancy of the building, which Rules and Regulations are attached hereto as Exhibit "C". Lessor may amend the Rules and Regulations from time to time, and a written copy of such amendments will be given to Tenant who shall thereafter comply with the same.

3. TERM.

3A. The initial term of this Agreement shall be for a period of twelve (12) months, and beginning on July 1, 2024, and ending June 30, 2025.

3B. The initial term of this Agreement and any extensions thereof may be renewed for two (2) subsequent terms of one year each subject to the termination provision stated in Section 15. The Tenant may request an extension of the Agreement from year-to-year after the expiration of the initial lease term or any extension term by giving such written notice to the Lessor, 90 days prior to the

Initials
Owner SL
Tenant

expiration of the initial or an extension term. Lessor will respond to request for an extension of the lease within thirty (30) days of receipt of the Tenant's request.

4. RENT. Tenant agrees to pay the Lessor annual rent as specified in Exhibit B for use of the Premises. The rental payments shall be made at the Lessor's notice address in paragraph 25 in advance on or before first (1st) day of the month. Payments shall be made on the following basis: ■ Monthly □ Quarterly

5. UTILITIES AND SERVICES. Lessor shall be responsible for providing and paying for all utilities to the Premises except for any utility that is separately metered for the Premises. In such case, Tenant shall be responsible for payment of the utility charge. Lessor shall provide janitorial and cleaning services for common areas of the building, if there be any. Lessor does not warrant that any services provided by Lessor will be free from interruption due to causes beyond Lessor's reasonable control. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Lessor liable to Tenant for damages by set-off or abatement of rent or otherwise, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement.

6. SECURITY DEPOSIT. **Deposit waived by Lessor**. Tenant shall pay a Security Deposit, equal to one (1) month's rent to Lessor upon the full execution of the Agreement. The security deposit is refundable by Lessor to Tenant at the expiration of the lease term or any extension thereof and surrender of the Premises subject to the Tenant's performance of its duties and obligations under the terms of the Agreement.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Lessor in "broom clean" condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Lessor may restore the Premises to such conditions at Tenant's expense.

7. TAXES AND FEES. Tenant agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. Tenant is not responsible for any applicable real property taxes.

8. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. Tenant shall comply and cause its employees and agents to comply with all ordinances, statutes, state and federal laws, and reasonable operational procedures and standards established by the Lessor in connection with the use of the Premises.

9. INSPECTIONS. Lessor shall have the right to inspect the Premises at any time during Tenant's normal hours of operation. Lessor shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to

Initials
Owner SC
Tenant

make any alterations or repairs to the Premises that Lessor deems necessary for its safety or preservation. Lessor shall have the right to inspect the Premises outside Tenant's normal hours of operation with 24 hours prior notice.

10. ALTERATIONS TO THE PREMISES AND FIT-UP COSTS. Before any physical improvements or changes to the Premises may be made by Tenant, including painting, Tenant shall obtain prior written approval for such changes from Lessor, which approval may be withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to Lessor as further consideration of this Agreement. All inventory, furnishings, fixtures and other equipment (not permanently attached to the Premises) may be removed by Tenant upon termination of the Agreement, at Tenant's sole expense, provided such removal does not damage the Premises.

Tenant, at Lessor's request, shall remove its personal property and fixtures and shall restore the Premises to the condition existing prior to the items so removed.

11. MAINTENANCE AND USAGE OF THE PREMISES.

a. Lessor shall at its expense keep in good order, condition and state of repair the structural portions of the Premises the plumbing, heating, air-conditioning, electrical service to the Premises and the common areas in the Building; provided, however, that Lessor's obligation to make such repairs shall not relieve Tenant of the obligation of paying its share of any operating costs under the provisions of Exhibit B, and provided further that Tenant shall reimburse Lessor upon demand for the cost of repairing any damage to the Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees. Tenant shall, at its expense, keep in good order, condition, state of repair all portion of the Premises with the exception of those to be maintained and repaired by Lessor under the foregoing provisions. In the event Tenant fails to comply with the requirements of the foregoing sentence, Lessor may make such maintenance and repair and the costs thereof with interest at fifteen (15%) percent per annum shall be immediately payable to Lessor as additional rent.

b. Excepted from Lessor's obligation to repair are any repairs made necessary by reason of damage due to fire or other casualty loss covered by standard fire and extended coverage insurance.

c. Tenant shall use common areas, if there are any, in such manner so as not to interfere with the use of common areas by other occupants of the building.

d. Tenant shall reimburse Lessor for any fines, penalties and costs and all liability for violation or non-compliance with any requirements related to the Premises imposed as a result of Tenant's failure to repair.

Initials
Owner
Tenant

Intentional damage to the Premises shall entitle Lessor to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

e. With the exception of service animals, dogs and other animals are not permitted on the Premises.

12. SECURITY. Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Lessor shall maintain a master key in its possession for emergency access to the Premises.

13. PARKING. Tenant shall direct all Tenant employees to park only in those spaces that may be assigned in writing to Tenant by Lessor.

14. INDEMNIFICATION AND INSURANCE.

a. Indemnification - Tenant agrees to indemnify, defend and hold harmless Lessor and its agents, officials and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in anyway incidental or connected with or that arise or alleged to have arisen, directly or indirectly in whole or in part from Tenant's or its invitees' use of the Premises. Lessor shall not be liable for any loss or damage to persons or property of the Tenant or others located in the Premises or the loss of or the damage to any property of Tenant or others by theft or otherwise from the Premises. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Lessor. Any property of Tenant kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.

b. Insurance –Tenant shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability insurance, including premises and operations liability, broad form contractual coverage, and fire legal liability for said Premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the Premises. Liability limits should be in an amount not less than $1,000,000.00 per occurrence with an aggregate of not less than $2,000,000.00. Said insurance company shall be authorized to do business in the

Initials
Owner SL
Tenant

Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, under the provisions of this Agreement." Tenant shall furnish to the Lessor's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

Any Tenant improvements to the Premises must be approved in writing by Lessor prior to construction. Upon completion of construction, Tenant must provide copies of all required governmental approvals and permits, a copy of the certificate of occupancy, and original copies of full lien waivers from all contractors and materialmen. Such documents must be delivered by Tenant to Lessor prior to Tenant occupying the Premises.

c. Other requirements –Tenant shall require that all contractors/ vendors used by Tenant for fit-up improvements and betterments of the space during occupancy shall be pre-approved by Lessor's Division of Building Maintenance and Construction. Furthermore, Tenant shall comply with Lessor's risk management provisions and shall provide Lessor with copies of certificates of insurance and/or any contracts entered relating to the above, prior to commencement of work.

15. TERMINATION. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon ninety (90) days prior written notice to the other party. Lessor may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in Paragraph 2 of this Agreement, Tenant upon written notice from Lessor shall immediately vacate the Premises and this Agreement will be terminated and of no further force and effort.

16. SIGNAGE. Tenant will be allowed to place, at its sole expense, its name or sign on its Premises in the building, provided such signage complies with the applicable guidelines as set forth by Lessor and applicable local sign ordinances.

17. AGREEMENT IS NOT ASSIGNABLE. This Agreement is not assignable, and Tenant may not sublease or grant any other individual, agency or organization use or occupancy of the Premises. Subleasing maybe considered for any term beyond 30 days of any area(s) within the said property. Subleasing requests must be reviewed and approved by LFUCG – DGS **prior** to the execution of any sublease agreements.

Initials
Owner
Tenant

18. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. All personal property kept upon the Premises shall be at the sole risk and responsibility of Tenant. This shall include property of contractors/ vendors engaged by Tenant to perform fit-up or conduct other maintenance or improvement activities throughout the term of this Agreement.

19. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by fire or other casualty covered by the Lessor's policy of fire and extended coverage insurance, Lessor may, at its sole option and expense, elect to make repairs or restore the building and Premises or to cancel this Agreement instead of making the necessary repairs. If the Premises are damaged to such extent that repairs or restoration cannot be affected within one hundred twenty (120) days, either party shall have the right to cancel this Agreement by giving the other party such notice in writing within thirty (30) days from the date such damage occurred. In the event of partial destruction or damage whereby Tenant shall be deprived of the use or occupancy of only a portion of the Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Tenant until such time as the Premises are repaired or restored. Lessor is not obligated to commence repair or reconstruct the Premises until after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely unrentable and then the Agreement shall automatically terminate.

20. HAZARDOUS MATERIALS. Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Lessor may remedy such default and Tenant must fully reimburse Lessor for any cost or expense it incurs within ten (10) days of written notification from Lessor.

21. QUIET ENJOYMENT. Lessor hereby covenants and agrees that if Tenant performs all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from, Lessor or any person or persons lawfully claiming the Premises.

22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Lessor possession of the Premises upon the expiration or termination of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement (the elements, ordinary wear and deterioration accepted).

Initials
Owner _____
Tenant _____

23. DEFAULT AND REMEDIES

a. If Tenant shall abandon the Premises or fail to pay any installment of rent or additional rent when due or fail to pay any costs or expenses provided for in this Agreement when said payments are due, or fail to perform any of its other obligations under the terms, conditions, and covenants of the Agreement, then Tenant shall be in default and breach of the Agreement.

b. In the event of a default and the continuance of such default ten (10) days after written notice thereof is given by Lessor to Tenant, in addition to Lessor's rights and remedies allowed by law, Lessor may, without further notice to or demand upon Tenant, apply the security deposit or re-enter the Premises and cure any default of Tenant. Tenant shall reimburse Lessor in curing such default, and Lessor shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason or Lessor's actions. Further, in addition to any other rights and remedies allowed by law, Lessor may terminate the Agreement as of the date of such default and Tenant shall immediately thereafter surrender the Premises to Lessor. If Tenant shall not immediately surrender the Premises, Lessor may reenter the Premises and dispossess Tenant or any other occupants of the Premises and remove their effects, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent.

c. The failure or delay by either party to insist upon the strict performance by the other or any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. The receipt of rent by Lessor after said rent is due and payable shall not be construed as a waiver of such default, and the receipt by Lessor of less than the full amount of rent due shall be a payment without prejudice to its right to recover the balance of the rent or to pursue any other remedies provided in the Lease.

24. MEMORANDUM OF LEASE. This Agreement, or a memorandum describing the Premises herein demised, stating the term of the Agreement, and referring to this document, may be recorded by either party.

25. NOTICES. Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Initials
Owner
Tenant

Notice shall be sent to the Lessor at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street
Lexington, KY 40507

Notice shall be sent to the Tenant at the following:
United Way of the Bluegrass
Attn: VP of Finance & Operations
651 Perimeter Drive, Suite 510
Lexington, KY 40517

26. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

27. EMINENT DOMAIN. In the event that the Premises or any part thereof shall be at any time after the execution of the Agreement are taken for public or quasi-public use, or condemned under eminent domain, Tenant shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes to Lessor any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Agreement shall be deemed terminated, and Tenant shall be entitled to no damages or any consideration by reason of such taking.

28. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

29. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

Initials
Owner _____
Tenant _____

30. NON-DISCRIMINATION. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

31. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Tenant's occupancy, use, and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.

32. HOLDOVER. Should the Tenant hold over after termination of the Lease without a properly signed extension agreement, the Lease will become month-to-month subject to termination upon thirty (30) days written notice by either party. Monthly rent shall be one hundred fifty percent (150%) of the fair market value.

33. ATTORNEYS FEES. Should either party expend attorney's fees, and cost to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

34. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

35. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise or any rights in favor of any third party.

36. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors and assigns.

Initials
Owner SC
Tenant

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the Lessor this 13 day of June, 2024.

LESSOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

The foregoing terms and conditions are accepted by the Tenant this ____ day of _____, 20___.

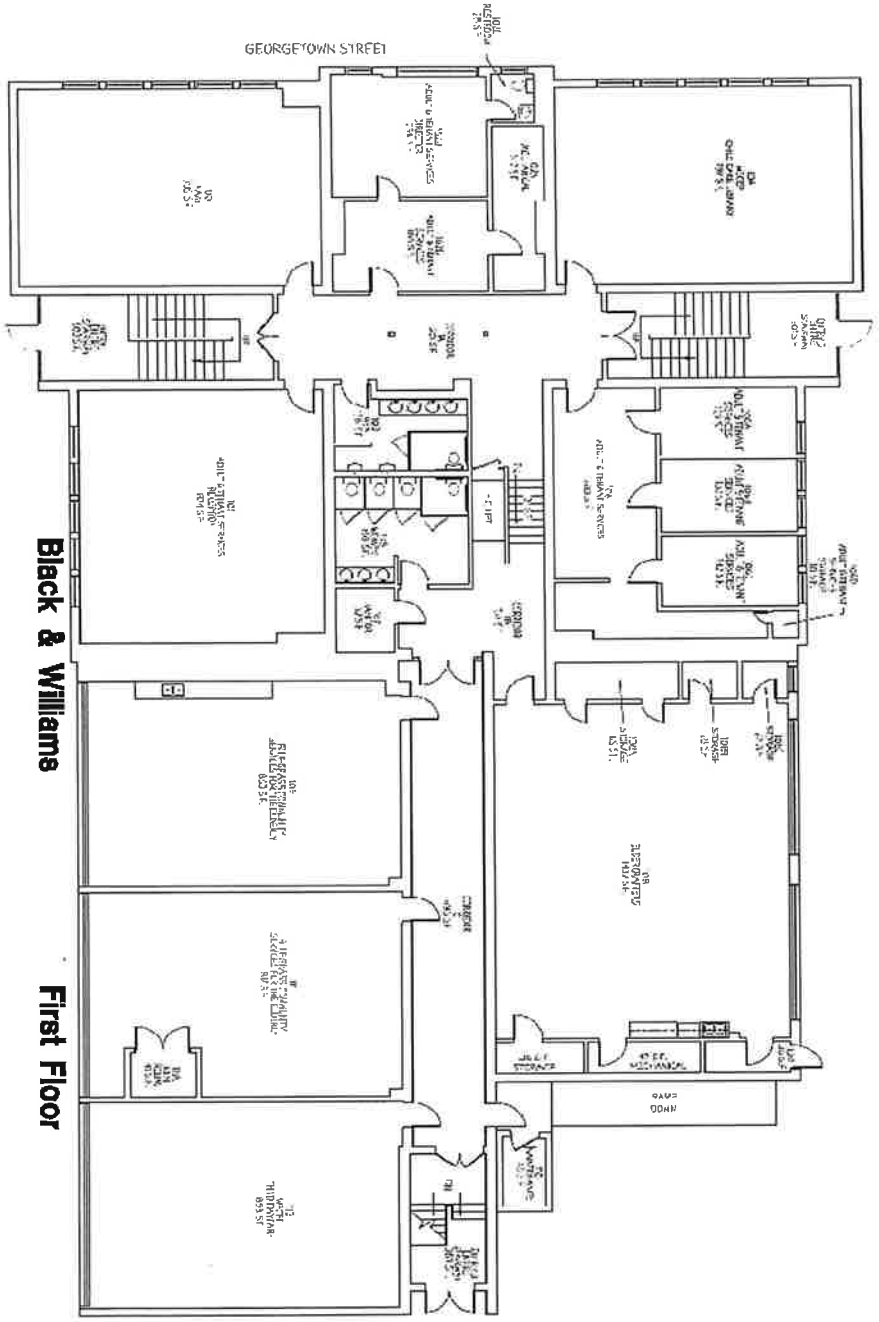
TENANT:

UNITED WAY OF THE BLUEGRASS

BY: _____
Timothy Johnson, President & Chief Executive Officer
Printed Name & Title

Initials
Owner _____
Tenant _____

EXHIBIT A



Tenant: United Way of the Bluegrass
Premises: LFUCG Black & Williams Center Neighborhood Center
Address: 498 Georgetown Street
RSF: 797 – Room 104
Initial lease term: Twelve months, with two (2) one-year automatic extensions

Initials
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EXHIBIT B
RENT SCHEDULE

FY begins July 1st	FMV Rental Rate per sqft	Annual FMV Rent	FMV Adjusted Rate per sqft	Adjusted Annual Rent	Adjusted Payment ■ Monthly □ Quarterly
2025	$15.95	$12,712.15	$10.14	$8,081.64	$673.47
2026	$15.95	$12,712.15	$10.14	$8,081.64	$673.47
2027	$15.95	$12,712.15	$10.14	$8,081.64	$673.47

B.1 Rent. Tenant shall pay to Lessor as rent for the Premises the annual sums specified in Exhibit B (Adjusted Annual Rent column). If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated. Rate increases will be at 2% or CPI, whichever is higher.

B.2 Annual Rental Adjustment (if applicable). If, in any calendar year or partial calendar year during the term hereof (or renewal periods, if any), the Operating Expenses of the Building as hereinafter defined shall exceed $9.84 per Rentable Square Foot of an area therein, then Tenant shall pay as additional rental for that year or partial calendar year Tenant's Proportionate Share of the excess Operating Expenses exceeding $9.84 per Rentable Square Foot. Tenant's Proportionate Share of operating expenses is the percentage determined by dividing the rentable area in Tenant's Premises by the total rentable area in the building.

B.2-1. For the purposes of this Agreement, Operating Expenses shall mean any and all costs paid or incurred in the discretion of the Landlord, in connection with the operation, service, maintenance, repair of the Building (including fire and extended insurance costs) determined in accordance with generally accepted accounting principles (on an accrual basis) consistently applied.

B.2-2. Notwithstanding the Landlord's discretion as to Operating Expenses, no expense incurred for the following shall be included in Operating Expenses:

(1) Cost incurred by Lessor for Tenant's alterations;

(2) Depreciation of the building;

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(3) Costs of capital improvements which do not improve the building's operating efficiency, reduce utility expenses, or which may not be required by governmental authorities;

(4) Payments of principal on any mortgage or debt service;

(5) Utility cost separately metered for each tenant's premises.

B.2-3. Tenant shall pay all charges for all separately metered utility services used by it in the Premises and supplied by Lessor, a public utility or public authority or any other person, firm or corporation; provided, however, that the Tenant shall not be charged more by Lessor than the rates it would be charged for the same service if furnished by a public utility company or governmental unit.

B.3 Payment of Annual Rental Adjustment (if applicable). Tenant's Annual Rental Adjustment shall be estimated annually by Lessor and written notice of the estimated amount given to Tenant prior to the beginning of each fiscal year commencing on July 1. Tenant shall pay one-twelfth (1/12) of the estimated amount each month, as additional rent, along with the monthly installment of base rent. Within ninety (90) days after the end of each such calendar year, Lessor shall prepare and deliver to Tenant a statement showing in reasonable detail the actual amount of Operating Expenses for the preceding fiscal year and the actual amount of Tenant's Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Lessor, or Lessor shall credit to Tenant, the difference between the actual amount of Tenant's Annual Rental Adjustment for the preceding fiscal year and the estimated amount paid by Tenant during such year provided however, that notwithstanding anything to the contrary herein contained, Tenant shall not be entitled to a credit for any amount of annual base rent paid.

B.4 Service Charge. If any installment of base rent or additional rent provided for in this Agreement is not paid within ten (10) days after its due date, it shall be subject to a service charge of five percent (5%) of the unpaid rent due for each month or fraction thereof or such lesser amount as may be the maximum amount permitted by the law, until paid.

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Exhibit C

RULES AND REGULATIONS

1. No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises, its windows or doors, or upon the Building except such as may be approved in writing by Lessor.

2. Lessor shall maintain a Building directory with the name of Tenant, its organizational divisions and the name of any other business entities lawfully occupying the Premises or any part thereof.

3. No additional locks other than building standard shall be placed upon any doors of the Premises without Lessor's consent and Tenant agrees not to have any duplicate keys made without the consent of Lessor. If more than two keys for any door lock are desired such additional keys shall be acquired from Lessor and shall be paid for by Tenant. Upon termination of this Lease Tenant shall surrender all keys to Lessor. Tenant shall not replace the locks on any doors. Should Lessor consent to the replacement of such lock Lessor shall replace the lock at Tenant's sole expense.

4. No furniture, freight, supplies not carried by hand, or equipment of any kind shall be brought into or removed from the building without the consent of Lessor. Lessor shall have the right to limit the weight and size to designate the position of all safes and other heavy property brought into the building. The furniture, freight, supplies, equipment, safes and such other heavy property shall be moved in or out of the Building only at the times and in the manner permitted by Lessor. Lessor will not be responsible for loss of or damage to any such items and all damage done to the Premises or to the Building by moving or maintaining such items shall be repaired at the expense of Tenant. Any merchandise not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards.

5. Tenant, its invitees or guests, shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Tenant shall not, without Lessor's written consent, install or operate in or upon the Premises any machine or machinery causing noise or vibration perceptible outside the Premises, electric heater, stove, device for the preparation of food, or machinery of any kind or carry on any mechanical business thereon, or keep or use thereon oils, burning fluids, camphene, kerosene, naphtha, gasoline, or other combustible materials. Notwithstanding the foregoing, Tenant may operate within the Premises a device for the brewing of coffee to be consumed on the Premises. No explosives shall be brought into the Building.

Initials

Owner SC

Tenant

6. Tenant shall not mark or drive nails or screws into the woodwork or plaster, or paint, or in any way deface the Premises, the Building, or any parts thereof or fixtures therein. The expense of remedying any breakage or stoppage resulting from a violation of this rule shall be paid by Tenant.

7. Canvassing, soliciting and peddling in the Buildings are prohibited and each Tenant shall cooperate to prevent such activity, however, Lessor, in its discretion, may allow beverage and snack vending in the Building.

8. Tenant may request the assistance of Lessor's employees only upon approval of the Lessor's manager. Lessor's employees are not required to perform any work or do anything outside of their regular duties, except on issuance of special instructions from the Lessor's manager. If Lessor's employees are made available to assist Tenant, Lessor shall be paid for their services by Tenant at reasonable hourly rates.

9. Lessor reserves the right to close and keep locked all entrance and exit doors the Building on Sundays and legal holidays and between the hours of 6:00p.m. on any day and 8:00 a.m. of the following day during such further hours and Lessor may deem advisable for access control of the Building. Notwithstanding the foregoing, Tenant shall have access to the Building at all hours.

10. Lessor may utilize an outside agency to control access to the Building when it is locked. Lessor does not assume any responsibility for, and shall not be liable for, and damage resulting from any error in regard to any identification of Tenant or its employees and from admission to, or exclusion from, the Building by such outside agency.

11. The heating and air conditioning systems shall be operated at such times as the Building Lessor shall designate from time to time. Tenant shall not utilize any equipment requiring extraordinary services without the prior written consent of Lessor.

12. Tenant shall exercise care and caution to insure all water faucets or water apparatus, electricity and gas are carefully and entirely shut off before Tenant or its employees leave the Premises so as to prevent waste or damage. Tenant shall be responsible for any damage to the Premises or the Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Tenant's failure to observe this rule.

13. Lessor reserves the right to exclude or remove from the Building any person who, in the judgment of Lessor, is under the influence of liquor or drugs, or who is in the judgment of Lessor disturbing other Tenants or occupants of the Building arising from Tenant's failure to observe this rule.

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Tenant

14. Toilet facilities shall be provided for men and women by Lessor. Plumbing fixtures and appliances shall be used for the purpose for which they were designed and no rubbish, rags or other unsuitable material shall be thrown or placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant and Lessor shall not in any case be responsible therefore.

15. Lessor will replace tubes and lamps for lighting fixtures at Tenant's expense if requested by Tenant to do so.

16. Lessor reserves the right to rescind any of these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the care and cleanliness of the Premises and the Building. Such rules and regulations when made and upon written notice to Tenant, shall be binding upon Lessor and Tenant in like manner as if originally set forth herein.

17. Tenant agrees that Lessor shall not be responsible for lost or stolen personal property, money or jewelry from the Premises or Building regardless of whether such loss occurs when the area is locked against entry or not.

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Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0519-24

File ID:	0519-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	149-2024	**In Control:**	Urban County Council
				File Created:	05/03/2024
File Name:	2024 Police Award Banquet Agreements (Central Bank Center & Levy Catering)			**Final Action:**	06/13/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Central Bank Center License Agreement and Levy Catering Agreement for the Police Awards Banquet. [Div. of Police, Weathers]

Notes: stamped and filed in CCO. scans emailed back to Renita 6.13 AA

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	Cover Memo - 2024 Police Awards Banquet, 2024 Central Bank Center License Agreement - Police Awards Banquet, 2024 Levy Catering Agreement - Police Awards Banquet, 519-24 police banquet 4874-5003-8461 v.1.doc, R-287-2024, Contract #149-2024	**Enactment Number:**	R-287-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0519-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Central Bank Center License Agreement and Levy Catering Agreement for the Police Awards Banquet. [Div. of Police, Weathers]

Summary

Authorization to execute a Central Bank Center License Agreement and Levy Catering Agreement with the Lexington Fayette Urban County Government for the Police Awards Banquet to be held on Monday, June 24, 2024. No Budgetary impact. The awards banquet will be funded by ticket sales and donated funds from the Community Police Academy Alumni Association (CPAAA). (L0519-24) (Weathers/Armstrong)

Budgetary Implications: No
Advance Document Review:

Law: Yes, Michael Sanner, 5/1/2024

Risk Management: No

Fully Budgeted: N/A
Account Number: N/A
Year Impact: $ -0-
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance:

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: May 2, 2024

SUBJECT: 2024 Police Awards Banquet
Central Bank Center License Agreement
Levy Catering Agreement

Request
Authorization to enter into an agreement with the Central Bank Center License Agreement and Levy Catering Agreement with the Lexington Fayette Urban County Government for the Police Awards Banquet to be held on Monday, June 24, 2024.

Why are you requesting?
We are requesting council approval to authorize Mayor Gorton to sign the attached agreements for our upcoming Police Awards Banquet. Upon approval and signing, please return to the Chief's Office to appropriately acquire additional signatures.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?
There will be no budgetary impact. The awards banquet will be funded by ticket sales and donated funds from the Community Police Academy Alumni Association (CPAAA).

File Number: 0519-24

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

CENTRAL BANK CENTER
LICENSE AGREEMENT – CONVENTION CENTER
Effective Date: 2/29/24

Licensee's Name (**"Licensee"**):
Lexington Fayette Urban County Government
150 East Main Street
Lexington, Kentucky 40507

Contact Person: Renita Happy
Contact Email: rhappy@lexingtonpolice.ky.gov
Contact Phone: (859) 258-3621

Facility Name (**"Facility"**):
Central Bank Center
430 W. Vine Street
Lexington, KY 40507

Salesperson: Logan Sparks

Description of event to be held ("Event"): 2024 CPAAA
Event ID: 18536
Expected Attendance: 500

Base License Fee ("Base License Fee"): U.S. $3500 to include the following:

- **Space(s) listed above include a one-time room setup and tear down of tables and chairs (excluding tables and chairs used for a trade show or display tables), and standard lectern (if available).**
- Heat, ventilation and air conditioning with normal comfort ranges as may be provided by existing permanent systems during occupancy.
- Basic custodial service will deliver clean premises prior to occupancy as well as provide interim service necessary to public areas and restrooms.
- Basic trash removal. Removal of excessive waste material is not provided and subject to an additional charge.
- Illumination of the Licensed Premises as afforded by permanent Facility fixtures. Simultaneous use of dual systems not permitted.
- Electrical service to serve stage or audiovisual presentations (a single drop up to 3 – 3,000 watt outlets.)
- Complimentary wired microphone or line level audio patch for each space when using Operator as your audiovisual provider.
- Up to 4 complimentary skirted and covered tables for registration at no additional cost.
- Up to 500 square feet of single tier staging. Fabric Drape (color as available in inventory) approximately 8' high for use as a stage backdrop. Additional staging and draping will incur an additional charge.
- Basic public (open) wireless internet is available at no charge.
- 10 Easels

Effective January 1, 2023, Base License Fee and Costs will be subject to current Kentucky State Sales Tax at time of Event (currently 6%) per KRS 139.200.

Additional Terms:

- Standard table linen, napkin linen (or paper napkin for receptions), place settings and utensils are included in catered meal costs unless otherwise noted.
- Food & beverage pricing (including any specially priced packages) cannot be guaranteed until 6 months prior to Event due to fluctuating market prices.

- Per Section 6, any Event Plan modifications placed within 21 days prior to Event move-in may be subject to an additional 20% surcharge.
- All costs incurred arising from the Licensee's use of labor or contractors may be passed on to the Licensee as set forth in the Standard Terms and Conditions.
- Operator has the right to substitute such space with comparable space, as determined by Operator in its reasonable discretion, in other portions of the Facility.

Area(s) of Facility that Licensee may use ("**Licensed Premises**") and dates of use, including load in/out, if applicable (collectively, the "**Term**")*:

Description of Space / # of ppl. / Setup	**Space**	**Day 1** **Monday** **6/24/24**
Banquet Style Setup, Rounds of 10 for 500	Ballrooms 1-2	8:00am – 9:00pm

*Any additional access time may be provided on a pro-rated basis if available, as agreed in writing.

Food and Beverage Fee Minimum (the "F&B Minimum") U.S. $15,000

Such amount is to be paid in addition to the Base License Fee and does not include any service fees, sales tax, or other fees set forth herein.

Base License Fee has been reduced based upon the F&B Minimum. If the F&B Minimum is not met, then the difference between the F&B Minimum and what was actually spent (prior to services fees, sales tax or other fees) will be charged. Cash Concessions do not go towards meeting F&B Minimums.

Deposit Amount ("Deposit"): WAIVED; due as follows:

Deposit Type	Due Date	Amount Due
First Deposit & Contract Due	3/14/24	WAIVED
Final Payment for Estimated Charges	5 business days prior to Event Move-In: 6/17/24	$3500 plus any additional Costs

The balance of the Base License Fee and Costs shall be paid prior to the Event, no later than 5 business days prior to Event move-in unless otherwise approved in writing by General Manager or Assistant General Manager. Checks should be made payable to "*Central Bank Center*".

This License Agreement ("**Agreement**") is between **(i)** OVG Facilities, LLC d/b/a OVG360 ("**Operator**") as agent on behalf of Lexington Center Corporation ("**Owner**"), and **(ii)** the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.

ACCEPTED AND AGREED as of the Effective Date:

LICENSEE	**OVG Facilities, LLC, dba OVG360, as agent on behalf of Owner**
By:	By:
Print Name:	Brian Sipe
Title:	General Manager

STANDARD TERMS AND CONDITIONS: LICENSE AGREEMENT – CONVENTION CENTER

1. Grant of License; Licensed Premises. Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.

2. Term. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. Duties of Operator. Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):

(a) Staffing. Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper an safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff and other necessary support services customarily provided by Operator for a like event, as applicable; and

(b) Additional Requested Items and Services. Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. Food and Beverage. The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.

(a) Food & Beverage Fee. Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.

(b) Banquet Event Order. No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 3 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by

Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.

5. Fees; Deposits.

(a) License Fee. Licensee shall pay Operator, or F&B Provider, as applicable, the following amounts (collectively, the "**Fee**"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

(1) Base License Fee; *plus*
(2) F&B Fee; *plus*
(3) Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

(b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, credit card, or certified check at least 5 business days prior to the Event, unless otherwise agreed by Operator in advance. A credit card processing fee will be charged on all credit card payments.

(c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. Event Requirements. Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 21 days prior to the Event (or, if this Agreement is executed less than 21 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "**Event Plan**"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after such date, Licensee shall be solely responsible for additional Costs to accommodate a late or modified Event Plan at Operator's prevailing rates, plus a 20% surcharge on all such additional Costs required to accommodate a late Event Plan. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "**Fire Department**"), as applicable, and by the Operator.

7. Advertising and Promotion. Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that **(i)** it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and **(ii)** that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. Permits and Licenses. Prior to the Event, Licensee shall procure, at its expense **(i)** all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event,

including, without limitation, any licenses, permits, or approvals required by the Fire Department, and **(ii)** all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. Indemnification; Limitation on Liability; No Warranties; Risk of Loss.

(a) Indemnification. To the extent allowable by law, Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from **(i)** any breach of this Agreement by Licensee, **(ii)** the exercise by Licensee of the privileges herein granted, or **(iii)** the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**"). This shall not be deemed a waiver of sovereign immunity or any other third party defense.

(b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.

(c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

(d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.

(e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance.

(a) Required Coverage. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto.

(b) Certificates of Insurance. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth on Exhibit A.

(c) All Insurance. Insurance policies set forth on Exhibit A shall be issued by insurance companies authorized by the state or commonwealth where the Facility is located and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.

(d) Cancellation. Licensee shall not cancel or otherwise modify policies set forth on Exhibit A without 30 business days' prior written notification to Operator and shall issue 10 days' prior written notice for Licensee's non-payment of premium, to Operator.

(e) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee.

(f) Non-Compliance. In the event that Licensee fails to procure and present the aforesaid insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. Use of the Licensed Premises.

(a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.

(c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.

(d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Operator and the Owner on account thereof.

(e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.

(f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.

(g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. Non-Discrimination / Americans With Disability Act. Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupational qualification. With respect to the Event,

Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("**ADA**"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. Termination. Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. Tickets/Box Office/Merchandise. *The following terms are applicable if tickets are being sold for the Event, as determined by Licensee and approved by Operator. If no tickets are being sold for the Event, the terms of this Section 14 shall not apply.*

(a) Generally. Unless otherwise agreed in writing, Operator shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Operator, Licensee shall pay Operator additional fees as described in the cover page hereto. Operator shall have complete control over the ordering, sale, and distribution of tickets for the Event, as well as control over the box office, which shall sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.

(b) Ticket Proceeds. Operator shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Operator for the purposes of applying the same toward payment of any Fee balance or any other amounts due, or which become due, to Operator hereunder. The balance shall be remitted to Licensee within 5 business days from Event Move-Out.

(c) Sale of Tickets. Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Operator, and that any changes in ticket prices shall require the prior approval of Operator. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges, and expenses, incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons and shall cover and be responsible for any invalid or fraudulent check, checks returned due to insufficient funds, or for any other reason, credit card penalties and similar or related penalties, fees, charges, and/or expenses incurred by Operator in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Licensed Premises, as determined by Operator in its sole discretion.

(d) Taxes. Licensee shall be responsible for the filing of all federal, state, and local tax returns and the payment of the sales, admission, excise and other taxes due, if any, in connection with the Event or admissions thereto. Operator shall have the right (but not the obligation) to collect and/or withhold any such taxes or business license fees due in connection with ticket sales, and to remit such taxes directly to the proper authority or agency.

(e) Complimentary Tickets. Operator reserves the right to limit the number of complimentary tickets to be issued for the Event. Unless otherwise noted herein, Licensee shall provide to Operator, free of charge, at least 40 complimentary tickets or admission credentials for each day of the Event.

15. Loss of Use of Facility; Force Majeure.

(a) "Event of Force Majeure" Defined. "**Event of Force Majeure**" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) Loss Affecting the Facility or Event of Force Majeure Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

16. Cancellation of Event by Licensee. In the event of a cancellation by Licensee of the Event (except as permitted in connection with an Event of Force Majeure or as a result of an uncured breach by Operator), no Deposit refund shall be made, and Licensee shall be obligated to pay the percentage of the full Fee contemplated to be due hereunder had the Event actually occurred as set forth in the chart below:

Days Prior to Scheduled Event Date	*Percentage of Fee Due*
0-365	100%
366 – 730	75%
731 – 1,095	50%
1,096+	Deposit (due as the date of the cancellation)

The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth above are a reasonable estimate of the amount of such damages. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have at law or in equity, in the event of a cancellation of this Agreement by Licensee.

17. Miscellaneous.

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, ordinances as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder,

shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.

(e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(i) Attorneys' Fees. In case any suit or action is instituted by Operator or Licensee to enforce compliance with this Agreement, including all appeals, both Operator and Licensee shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.

(j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

ADDENDUM
TO LICENSE AGREEMENT (LICENSE # 18181)

CARRY/CONCEAL WEAPONS

This Addendum shall be considered a part of and is hereby incorporated by reference into that certain License Agreement (License # 18181) ("Agreement") by and between Lexington Fayette Urban County Government ("Licensee") and OVG Facilities, LLC as agent for Lexington Center Corporation ("Licensor"). In connection therewith, the following terms and provisions shall be made a part of such Agreement and, to the extent these terms conflict with any existing term contained in the Agreement, these terms shall govern. Any capitalized term used herein and not otherwise defined shall have the respective meaning ascribed thereto in the Agreement:

LICENSOR represents that this facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. An exception to this prohibition is the carrying of weapons by law enforcement officials.

LICENSEE has a right to allow or disallow weapons, including firearms, concealed or not concealed, at its event in the facilities of Lexington Center. Because the choice of carrying firearms into an event is Licensee's option, Licensor requires this Addendum to be executed as part of the Agreement.

Should the LICENSEE desire to prohibit the carrying of weapons, which includes firearms, ammunition, and accessories, in the event space as defined in this agreement, the LICENSEE will bear the financial responsibility of payment for equipment and staffing that may be required to enforce this decision.

Understood and agreed:

Licensee:
By:

Licensor:
By:

Brian Sipe, General Manager
OVG Facilities, LLC,
agent on behalf of Owner

Exhibit A

Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. Worker's Compensation. Workers' compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Facility or in connection with the Event. Such policy will cover any employee, or other person to whom such compensation may be payable by Licensee.
2. Commercial General Liability. Commercial general liability insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least $1,000,000 per occurrence, $1,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
3. Automobile Liability. Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of $500,000 per accident, $1,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).

The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Event. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.

Per Section 10.b, the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth in Exhibit A.

CATERING AGREEMENT

We are pleased that you have chosen to hold your event with us. You hereby agree to be bound by the policies and rules that pertain to your event's location and the terms and conditions in this Catering Agreement, as follows:

1. PARTIES

For the purposes of the Agreement, "Client" means:

Lexington Fayette Urban County Government
200 East Main Street
Lexington, ky 40507
Contact: Linda Gorton
Phone:

For the purposes of the Agreement, "Levy", "we" or "us" means:

Levy Premium Foodservice Limited Partnership
Central Bank Center
430 W Vine Street
Lexington, KY 40507

2. RESERVATION. Client hereby agrees to be bound by this Catering Agreement and all attached and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the "Agreement." For Client's event (the 'Event'), Client hereby agrees that Client has reserved the location ('Location') for certain dates and times, all as specified on the BEOs.

3. SERVICES. We will provide Client with the food and beverage services and other items as described on the BEO. To the extent that it becomes necessary for us to enter into agreements with third parties for Client's Event, Client hereby: (a) appoints us to be Client's agent to execute such agreements, (b) agrees to pay the fees and applicable taxes and (c) agrees to be responsible for the obligations.

4. GUARANTEE. The estimated charges and costs for the Event are set forth in the Agreement (the 'Event Price'). Client must notify us of the guaranteed number of people attending the Event at least seven (7) full business days prior to the Event (the 'Guarantee'). Holidays and Weekends are not included as business days. Client agrees that if the actual number of guests that attend the Event deviates from the Guarantee by more than twenty percent (20%), Client will be subject to an additional charge as determined by Levy. Client agrees that there will be no reduction in the Event Price if less than the Guarantee attend the Event.

Notwithstanding the foregoing, Levy will prepare the Event for five percent (5%) over the Guarantee, but not to exceed 30 persons, which overage shall be at Client's cost and expense if Client pre-sets or utilizes any of this 5% overage.

5. NON-REFUNDABLE DEPOSIT. We will not commence service without the receipt of a NON-REFUNDABLE DEPOSIT in the amount of seventy five percent (75%) of the estimated Event Price at least sixty (60) full calendar days prior to the Event, and the remaining twenty five percent (25%) of the estimated Event Price at least fourteen (14) full calendar days prior to the Event (collectively, the 'Deposit'). Outstanding Event Price balances shall be paid within thirty (30) full calendar days of the Event provided billing privileges have been previously approved in writing through the General Manager's office. Client understands that we will suffer substantial harm if Client cancels the Event.

Accordingly, the Deposit will be in all cases NON-REFUNDABLE, except in the case of cancellation due to Covid-19 as later described herein, and deemed to be liquidated damages to compensate us for the loss due to Client's cancellation. No interest will be payable to Client on the Deposit.

6. CANCELLATION FEE. Client understands that we will suffer substantial harm if Client cancels Client's Event. Accordingly, if Client cancels the Event within 120 days of the Event, Client shall be required to pay a Cancellation Fee in the following manner:

Number of Days Prior to Event That Client Cancels	Applicable Cancellation Fee
0-30 days	100% of estimated Event Price
31-60 days	75% of estimated Event Price
61-90 days	50% of estimated Event Price
91-120 days	25% of estimated Event Price

7. MENU. All menu selections must be made at least thirty (30) days prior to the Event.

8. OUTSIDE FOOD AND BEVERAGE. No food or beverages of any kind may be brought into or removed from the Location by either Client or Client's guests without our prior written approval.

9. CONDUCT OF EVENT. Client agrees to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location, including but not limited to any orders or formal guidance from public health officials. Notwithstanding anything to the contrary in this Agreement, in no event shall we be required to provide any services that would be in violation of applicable law or any health regulations or CDC guidance at the time of the Event.

10. RESPONSIBLE ALCOHOL SERVICE. We shall only serve alcoholic beverages to individuals who are at least twenty one (21) years of age and will check identification of Client and any of Client's guests that appear to be under thirty (30) years of age. If we believe, in our sole discretion, that Client or any of Client's guests are intoxicated, we shall be permitted, in our sole discretion, to discontinue or limit alcohol service at the Event, and to request that Client and/or any of its guests leave the Location, all without any refund of the Event Price.

11. DISPLAYS/SIGNS. All displays and signage must be approved by the Location's authorized representatives.

12. BAR CHARGES. The Event Price may be partially based on certain estimated bar charges (the 'Estimated Bar Charges'). At the end of the Event, we will notify Client of the actual amount of bar charges. If Estimated Bar Charges exceeds the actual bar charges, we shall credit the difference to Client within thirty (30) days. If, however, the actual bar charges exceeds the Estimated Bar Charges, Client shall pay the difference to us at the conclusion of the Event.

13. SPECIAL LABOR AND SPECIAL ITEMS. The Event Price is based on the times indicated on the BEOs. Additional service time will necessitate additional labor, which will be applied to the Event Price. The costs associated with any special labor hired by us and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by us at Client's request, shall all be charged to Client as part of the Event Price and will be noted on the BEOs.

14. TAXES. Client agrees to pay applicable taxes on all sales and services rendered in connection with the Event.

15. SERVICE CHARGE. Please note that all food, beverage, and related items are subject to a service charge. This service charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at your discretion.

16. CREDIT INFORMATION. Client agrees to provide us with all information that we deem necessary to assure Client's creditworthiness with respect to Client's payment of the Event Price. The credit information shall include an executed form that authorizes the payment of the Event Price on Client's credit card.

17. INTEREST/COSTS. Interest will accrue daily and be payable on all amounts which have been due and owing to us at the rate of eighteen percent (18%) per annum. Client agrees to reimburse us for all costs and expenses we incur, including, but not limited to, attorneys' fees and court costs, in enforcing the provisions of this Agreement.

18. DAMAGE TO LOCATION. Client agrees that Client will be responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by Client or Client's guests at the Event. We will notify Client of any such damage or loss, and the costs related thereto. Client shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.

19. PERFORMANCE. If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event will we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.

20. CANCELLATION DUE TO COVID-19. Notwithstanding anything to the contrary contained in this Agreement, in the event that after the execution of this Agreement, any order or regulation of a governing City, State, or local authority issued in relation to Covid-19 requires the cancellation of the Event for the date reserved; Levy will notify Client of such cancellation and will refund the Deposit less any actual expenses incurred in preparation for the Event up to and including the date of cancellation (including, but not limited to, costs related to food and other products, equipment, or staffing incurred in preparation for the Event), as well as any fines or fees incurred by Levy in conjunction with the cancellation (such costs, altogether, the 'Levy-Incurred Costs'). Further, in the event of cancellation for the reason described in this section, Client will not be required to pay a Cancellation Fee, but Client shall reimburse Levy for the Levy-Incurred Costs. Any Levy-Incurred Costs in excess of the Deposit, shall be paid by Client to Levy within thirty (30) days of notification by Levy of the amount owed.

21. DISPUTES. All disputes or complaints relating to our services under this Agreement must be submitted in writing within seven (7) days after the Event. Client's failure to notify us of any dispute or complaint, as detailed herein, shall constitute a waiver. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Location is situated. Furthermore, the parties consent that the courts located in the county and state in which the Location is situated shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Agreement.

22. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

23. AUTHORITY. The parties hereto represent that they each have full authority to enter into this Agreement.

24. As part of Levy's Event Protocols and as part of your Event at the Location we are providing you with the following information:

a. Levy and operator of the Location ('Operator') are two (2) distinct and separate companies.

b. Levy and Operator are not responsible for the management of your Event, the conduct of your guests, and are not responsible for the health-safety of your guests as part of your Event.

c. As part of your Event, you are solely responsible for the compliance with then-current applicable federal, state and municipality law and CDC guidelines, all communications with your guests and attendees for your Event, social distancing, occupancy limits, elevator limits, recommended health protocols, and to use best efforts to prevent the spread of COVID-19 as part of your Event.

25. ASSUMPTION OF RISK. By signing this Agreement, you acknowledge that you know the Center for Disease Control ('CDC'), World Health Organization ('WHO'), and/or the state of the Location has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious, spreads from person-to-person, and there is no known cure. You acknowledge that you know you will be coming into contact with a large number of people. Location has not tested these people and they could be infected with COVID-19. You understand, assume, and accept: all these risks; you could catch COVID-19 by being at the Location; you could become sick and infect your family; and you could die.

26. WAIVER & RELEASE. You hereby release, waive, and forever discharge Levy, Operator, Location and each of their subsidiaries, affiliates, officers, employees, and agents ('Released Parties') for any and all claims, suits, and causes of action arising out of or related to any injury, sickness, infection, and death from COVID-19.

27. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS. You agree and represent that you will defend, indemnify, and hold harmless all Released Parties for all claims, causes of action, fines, penalties, and suits arising out of or related to any governmental non-compliance, injury, sickness, and death to any Event guest from COVID-19.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified or amended by a written instrument signed by both parties.

Client: Lexington Fayette Urban County Government	Legal Name: Levy Premium Foodservice Limited Partnership
By: Gorton, Linda	By: Brittney Bates
Title: Mayor	Title: Catering Sales Manager
Signature:	Signature:
Date:	Date:

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CENTRAL BANK CENTER LICENSE AGREEMENT AND LEVY CATERING AGREEMENT FOR THE POLICE AWARDS BANQUET.

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 agreements, which are attached hereto and incorporated herein by reference, with Central Bank Center and Levy Catering, for the Police Awards Banquet.

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
0519-24:MRS:4874-5003-8461, v. 1

RESOLUTION NO. 287 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CENTRAL BANK CENTER LICENSE AGREEMENT AND LEVY CATERING AGREEMENT FOR THE POLICE AWARDS BANQUET.

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 agreements, which are attached hereto and incorporated herein by reference, with Central Bank Center and Levy Catering, for the Police Awards Banquet.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0519-24:MRS:4874-5003-8461, v. 1

Central Bank Center

CENTRAL BANK CENTER
LICENSE AGREEMENT – CONVENTION CENTER
Effective Date: 2/29/24

Licensee's Name (**"Licensee"**):
Lexington Fayette Urban County Government
150 East Main Street
Lexington, Kentucky 40507

Contact Person: Renita Happy
Contact Email: rhappy@lexingtonpolice.ky.gov
Contact Phone: (859) 258-3621

Facility Name (**"Facility"**):
Central Bank Center
430 W. Vine Street
Lexington, KY 40507

Salesperson: Logan Sparks

Description of event to be held ("Event"): 2024 CPAAA
Event ID: 18536
Expected Attendance: 500

Base License Fee ("Base License Fee"): U.S. $3500 to include the following:

- **Space(s) listed above include a one-time room setup and tear down of tables and chairs (excluding tables and chairs used for a trade show or display tables), and standard lectern (if available).**
- Heat, ventilation and air conditioning with normal comfort ranges as may be provided by existing permanent systems during occupancy.
- Basic custodial service will deliver clean premises prior to occupancy as well as provide interim service necessary to public areas and restrooms.
- Basic trash removal. Removal of excessive waste material is not provided and subject to an additional charge.
- Illumination of the Licensed Premises as afforded by permanent Facility fixtures. Simultaneous use of dual systems not permitted.
- Electrical service to serve stage or audiovisual presentations (a single drop up to 3 – 3,000 watt outlets.)
- Complimentary wired microphone or line level audio patch for each space when using Operator as your audiovisual provider.
- Up to 4 complimentary skirted and covered tables for registration at no additional cost.
- Up to 500 square feet of single tier staging. Fabric Drape (color as available in inventory) approximately 8' high for use as a stage backdrop. Additional staging and draping will incur an additional charge.
- Basic public (open) wireless internet is available at no charge.
- 10 Easels

Effective January 1, 2023, Base License Fee and Costs will be subject to current Kentucky State Sales Tax at time of Event (currently 6%) per KRS 139.200.

Additional Terms:

- Standard table linen, napkin linen (or paper napkin for receptions), place settings and utensils are included in catered meal costs unless otherwise noted.
- Food & beverage pricing (including any specially priced packages) cannot be guaranteed until 6 months prior to Event due to fluctuating market prices.

- Per Section 6, any Event Plan modifications placed within 21 days prior to Event move-in may be subject to an additional 20% surcharge.
- All costs incurred arising from the Licensee's use of labor or contractors may be passed on to the Licensee as set forth in the Standard Terms and Conditions.
- Operator has the right to substitute such space with comparable space, as determined by Operator in its reasonable discretion, in other portions of the Facility.

Area(s) of Facility that Licensee may use ("**Licensed Premises**") and dates of use, including load in/out, if applicable (collectively, the "**Term**")*:

Description of Space / # of ppl. / Setup	**Space**	**Day 1** **Monday** **6/24/24**
Banquet Style Setup, Rounds of 10 for 500	Ballrooms 1-2	8:00am – 9:00pm

*Any additional access time may be provided on a pro-rated basis if available, as agreed in writing.

Food and Beverage Fee Minimum (the "F&B Minimum") U.S. $15,000

Such amount is to be paid in addition to the Base License Fee and does not include any service fees, sales tax, or other fees set forth herein.

Base License Fee has been reduced based upon the F&B Minimum. If the F&B Minimum is not met, then the difference between the F&B Minimum and what was actually spent (prior to services fees, sales tax or other fees) will be charged. Cash Concessions do not go towards meeting F&B Minimums.

Deposit Amount ("Deposit"): WAIVED; due as follows:

Deposit Type	Due Date	Amount Due
First Deposit & Contract Due	3/14/24	WAIVED
Final Payment for Estimated Charges	5 business days prior to Event Move-In: 6/17/24	$3500 plus any additional Costs

The balance of the Base License Fee and Costs shall be paid prior to the Event, no later than 5 business days prior to Event move-in unless otherwise approved in writing by General Manager or Assistant General Manager. Checks should be made payable to "*Central Bank Center*".

This License Agreement ("**Agreement**") is between **(i)** OVG Facilities, LLC d/b/a OVG360 ("**Operator**") as agent on behalf of Lexington Center Corporation ("**Owner**"), and **(ii)** the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.

ACCEPTED AND AGREED as of the Effective Date: June 13, 2024

LICENSEE

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

OVG Facilities, LLC, dba OVG360, as agent on behalf of Owner

By:

Brian Sipe

General Manager

STANDARD TERMS AND CONDITIONS: LICENSE AGREEMENT – CONVENTION CENTER

1. Grant of License; Licensed Premises. Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.

2. Term. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. Duties of Operator. Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):

(a) Staffing. Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper an safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff and other necessary support services customarily provided by Operator for a like event, as applicable; and

(b) Additional Requested Items and Services. Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. Food and Beverage. The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.

(a) Food & Beverage Fee. Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.

(b) Banquet Event Order. No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 3 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by

Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.

5. Fees; Deposits.

(a) License Fee. Licensee shall pay Operator, or F&B Provider, as applicable, the following amounts (collectively, the "**Fee**"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

(1) Base License Fee; *plus*
(2) F&B Fee; *plus*
(3) Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

(b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, credit card, or certified check at least 5 business days prior to the Event, unless otherwise agreed by Operator in advance. A credit card processing fee will be charged on all credit card payments.

(c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. Event Requirements. Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 21 days prior to the Event (or, if this Agreement is executed less than 21 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "**Event Plan**"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after such date, Licensee shall be solely responsible for additional Costs to accommodate a late or modified Event Plan at Operator's prevailing rates, plus a 20% surcharge on all such additional Costs required to accommodate a late Event Plan. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "**Fire Department**"), as applicable, and by the Operator.

7. Advertising and Promotion. Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that **(i)** it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and **(ii)** that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. Permits and Licenses. Prior to the Event, Licensee shall procure, at its expense **(i)** all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event,

including, without limitation, any licenses, permits, or approvals required by the Fire Department, and **(ii)** all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. Indemnification; Limitation on Liability; No Warranties; Risk of Loss.

(a) Indemnification. To the extent allowable by law, Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from **(i)** any breach of this Agreement by Licensee, **(ii)** the exercise by Licensee of the privileges herein granted, or **(iii)** the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**"). This shall not be deemed a waiver of sovereign immunity or any other third party defense.

(b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.

(c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

(d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.

(e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance.

(a) Required Coverage. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto.

(b) Certificates of Insurance. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth on Exhibit A.

(c) All Insurance. Insurance policies set forth on Exhibit A shall be issued by insurance companies authorized by the state or commonwealth where the Facility is located and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.

(d) Cancellation. Licensee shall not cancel or otherwise modify policies set forth on Exhibit A without 30 business days' prior written notification to Operator and shall issue 10 days' prior written notice for Licensee's non-payment of premium, to Operator.

(e) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee.

(f) Non-Compliance. In the event that Licensee fails to procure and present the aforesaid insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. Use of the Licensed Premises.

(a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.

(c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.

(d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Operator and the Owner on account thereof.

(e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.

(f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.

(g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. Non-Discrimination / Americans With Disability Act. Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupational qualification. With respect to the Event,

Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("**ADA**"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. Termination. Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. Tickets/Box Office/Merchandise. *The following terms are applicable if tickets are being sold for the Event, as determined by Licensee and approved by Operator. If no tickets are being sold for the Event, the terms of this Section 14 shall not apply.*

(a) Generally. Unless otherwise agreed in writing, Operator shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Operator, Licensee shall pay Operator additional fees as described in the cover page hereto. Operator shall have complete control over the ordering, sale, and distribution of tickets for the Event, as well as control over the box office, which shall sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.

(b) Ticket Proceeds. Operator shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Operator for the purposes of applying the same toward payment of any Fee balance or any other amounts due, or which become due, to Operator hereunder. The balance shall be remitted to Licensee within 5 business days from Event Move-Out.

(c) Sale of Tickets. Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Operator, and that any changes in ticket prices shall require the prior approval of Operator. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges, and expenses, incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons and shall cover and be responsible for any invalid or fraudulent check, checks returned due to insufficient funds, or for any other reason, credit card penalties and similar or related penalties, fees, charges, and/or expenses incurred by Operator in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Licensed Premises, as determined by Operator in its sole discretion.

(d) Taxes. Licensee shall be responsible for the filing of all federal, state, and local tax returns and the payment of the sales, admission, excise and other taxes due, if any, in connection with the Event or admissions thereto. Operator shall have the right (but not the obligation) to collect and/or withhold any such taxes or business license fees due in connection with ticket sales, and to remit such taxes directly to the proper authority or agency.

(e) Complimentary Tickets. Operator reserves the right to limit the number of complimentary tickets to be issued for the Event. Unless otherwise noted herein, Licensee shall provide to Operator, free of charge, at least 40 complimentary tickets or admission credentials for each day of the Event.

15. Loss of Use of Facility; Force Majeure.

(a) "Event of Force Majeure" Defined. "**Event of Force Majeure**" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) Loss Affecting the Facility or Event of Force Majeure Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

16. Cancellation of Event by Licensee. In the event of a cancellation by Licensee of the Event (except as permitted in connection with an Event of Force Majeure or as a result of an uncured breach by Operator), no Deposit refund shall be made, and Licensee shall be obligated to pay the percentage of the full Fee contemplated to be due hereunder had the Event actually occurred as set forth in the chart below:

Days Prior to Scheduled Event Date	*Percentage of Fee Due*
0-365	100%
366 – 730	75%
731 – 1,095	50%
1,096+	Deposit (due as the date of the cancellation)

The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth above are a reasonable estimate of the amount of such damages. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have at law or in equity, in the event of a cancellation of this Agreement by Licensee.

17. Miscellaneous.

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, ordinances as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder,

shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.

(e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(i) Attorneys' Fees. In case any suit or action is instituted by Operator or Licensee to enforce compliance with this Agreement, including all appeals, both Operator and Licensee shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.

(j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

ADDENDUM
TO LICENSE AGREEMENT (LICENSE # 18181)

CARRY/CONCEAL WEAPONS

This Addendum shall be considered a part of and is hereby incorporated by reference into that certain License Agreement (License # 18181) ("Agreement") by and between Lexington Fayette Urban County Government ("Licensee") and OVG Facilities, LLC as agent for Lexington Center Corporation ("Licensor"). In connection therewith, the following terms and provisions shall be made a part of such Agreement and, to the extent these terms conflict with any existing term contained in the Agreement, these terms shall govern. Any capitalized term used herein and not otherwise defined shall have the respective meaning ascribed thereto in the Agreement:

LICENSOR represents that this facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. An exception to this prohibition is the carrying of weapons by law enforcement officials.

LICENSEE has a right to allow or disallow weapons, including firearms, concealed or not concealed, at its event in the facilities of Lexington Center. Because the choice of carrying firearms into an event is Licensee's option, Licensor requires this Addendum to be executed as part of the Agreement.

Should the LICENSEE desire to prohibit the carrying of weapons, which includes firearms, ammunition, and accessories, in the event space as defined in this agreement, the LICENSEE will bear the financial responsibility of payment for equipment and staffing that may be required to enforce this decision.

Understood and agreed: 6/13/2024

Licensee:
By: Linda Gorton
Mayor

Licensor:
By:

Brian Sipe, General Manager
OVG Facilities, LLC,
agent on behalf of Owner

Exhibit A

Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. Worker's Compensation. Workers' compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Facility or in connection with the Event. Such policy will cover any employee, or other person to whom such compensation may be payable by Licensee.
2. Commercial General Liability. Commercial general liability insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least $1,000,000 per occurrence, $1,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
3. Automobile Liability. Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of $500,000 per accident, $1,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).

The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Event. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.

Per Section 10.b, the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth in Exhibit A.

CATERING AGREEMENT

We are pleased that you have chosen to hold your event with us. You hereby agree to be bound by the policies and rules that pertain to your event's location and the terms and conditions in this Catering Agreement, as follows:

1. PARTIES

For the purposes of the Agreement, "Client" means:

Lexington Fayette Urban County Government
200 East Main Street
Lexington, ky 40507
Contact: Linda Gorton
Phone:

For the purposes of the Agreement, "Levy", "we" or "us" means:

Levy Premium Foodservice Limited Partnership
Central Bank Center
430 W Vine Street
Lexington, KY 40507

2. RESERVATION. Client hereby agrees to be bound by this Catering Agreement and all attached and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the "Agreement." For Client's event (the 'Event'), Client hereby agrees that Client has reserved the location ('Location') for certain dates and times, all as specified on the BEOs.

3. SERVICES. We will provide Client with the food and beverage services and other items as described on the BEO. To the extent that it becomes necessary for us to enter into agreements with third parties for Client's Event, Client hereby: (a) appoints us to be Client's agent to execute such agreements, (b) agrees to pay the fees and applicable taxes and (c) agrees to be responsible for the obligations.

4. GUARANTEE. The estimated charges and costs for the Event are set forth in the Agreement (the 'Event Price'). Client must notify us of the guaranteed number of people attending the Event at least seven (7) full business days prior to the Event (the 'Guarantee'). Holidays and Weekends are not included as business days. Client agrees that if the actual number of guests that attend the Event deviates from the Guarantee by more than twenty percent (20%), Client will be subject to an additional charge as determined by Levy. Client agrees that there will be no reduction in the Event Price if less than the Guarantee attend the Event.

Notwithstanding the foregoing, Levy will prepare the Event for five percent (5%) over the Guarantee, but not to exceed 30 persons, which overage shall be at Client's cost and expense if Client pre-sets or utilizes any of this 5% overage.

5. NON-REFUNDABLE DEPOSIT. We will not commence service without the receipt of a NON-REFUNDABLE DEPOSIT in the amount of seventy five percent (75%) of the estimated Event Price at least sixty (60) full calendar days prior to the Event, and the remaining twenty five percent (25%) of the estimated Event Price at least fourteen (14) full calendar days prior to the Event (collectively, the 'Deposit'). Outstanding Event Price balances shall be paid within thirty (30) full calendar days of the Event provided billing privileges have been previously approved in writing through the General Manager's office. Client understands that we will suffer substantial harm if Client cancels the Event.

Accordingly, the Deposit will be in all cases NON-REFUNDABLE, except in the case of cancellation due to Covid-19 as later described herein, and deemed to be liquidated damages to compensate us for the loss due to Client's cancellation. No interest will be payable to Client on the Deposit.

6. CANCELLATION FEE. Client understands that we will suffer substantial harm if Client cancels Client's Event. Accordingly, if Client cancels the Event within 120 days of the Event, Client shall be required to pay a Cancellation Fee in the following manner:

Number of Days Prior to Event That Client Cancels	Applicable Cancellation Fee
0-30 days	100% of estimated Event Price
31-60 days	75% of estimated Event Price
61-90 days	50% of estimated Event Price
91-120 days	25% of estimated Event Price

7. MENU. All menu selections must be made at least thirty (30) days prior to the Event.

8. OUTSIDE FOOD AND BEVERAGE. No food or beverages of any kind may be brought into or removed from the Location by either Client or Client's guests without our prior written approval.

9. CONDUCT OF EVENT. Client agrees to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location, including but not limited to any orders or formal guidance from public health officials. Notwithstanding anything to the contrary in this Agreement, in no event shall we be required to provide any services that would be in violation of applicable law or any health regulations or CDC guidance at the time of the Event.

10. RESPONSIBLE ALCOHOL SERVICE. We shall only serve alcoholic beverages to individuals who are at least twenty one (21) years of age and will check identification of Client and any of Client's guests that appear to be under thirty (30) years of age. If we believe, in our sole discretion, that Client or any of Client's guests are intoxicated, we shall be permitted, in our sole discretion, to discontinue or limit alcohol service at the Event, and to request that Client and/or any of its guests leave the Location, all without any refund of the Event Price.

11. DISPLAYS/SIGNS. All displays and signage must be approved by the Location's authorized representatives.

12. BAR CHARGES. The Event Price may be partially based on certain estimated bar charges (the 'Estimated Bar Charges'). At the end of the Event, we will notify Client of the actual amount of bar charges. If Estimated Bar Charges exceeds the actual bar charges, we shall credit the difference to Client within thirty (30) days. If, however, the actual bar charges exceeds the Estimated Bar Charges, Client shall pay the difference to us at the conclusion of the Event.

13. SPECIAL LABOR AND SPECIAL ITEMS. The Event Price is based on the times indicated on the BEOs. Additional service time will necessitate additional labor, which will be applied to the Event Price. The costs associated with any special labor hired by us and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by us at Client's request, shall all be charged to Client as part of the Event Price and will be noted on the BEOs.

14. TAXES. Client agrees to pay applicable taxes on all sales and services rendered in connection with the Event.

15. SERVICE CHARGE. Please note that all food, beverage, and related items are subject to a service charge. This service charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at your discretion.

16. CREDIT INFORMATION. Client agrees to provide us with all information that we deem necessary to assure Client's creditworthiness with respect to Client's payment of the Event Price. The credit information shall include an executed form that authorizes the payment of the Event Price on Client's credit card.

17. INTEREST/COSTS. Interest will accrue daily and be payable on all amounts which have been due and owing to us at the rate of eighteen percent (18%) per annum. Client agrees to reimburse us for all costs and expenses we incur, including, but not limited to, attorneys' fees and court costs, in enforcing the provisions of this Agreement.

18. DAMAGE TO LOCATION. Client agrees that Client will be responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by Client or Client's guests at the Event. We will notify Client of any such damage or loss, and the costs related thereto. Client shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.

19. PERFORMANCE. If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event will we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.

20. CANCELLATION DUE TO COVID-19. Notwithstanding anything to the contrary contained in this Agreement, in the event that after the execution of this Agreement, any order or regulation of a governing City, State, or local authority issued in relation to Covid-19 requires the cancellation of the Event for the date reserved; Levy will notify Client of such cancellation and will refund the Deposit less any actual expenses incurred in preparation for the Event up to and including the date of cancellation (including, but not limited to, costs related to food and other products, equipment, or staffing incurred in preparation for the Event), as well as any fines or fees incurred by Levy in conjunction with the cancellation (such costs, altogether, the 'Levy-Incurred Costs'). Further, in the event of cancellation for the reason described in this section, Client will not be required to pay a Cancellation Fee, but Client shall reimburse Levy for the Levy-Incurred Costs. Any Levy-Incurred Costs in excess of the Deposit, shall be paid by Client to Levy within thirty (30) days of notification by Levy of the amount owed.

21. DISPUTES. All disputes or complaints relating to our services under this Agreement must be submitted in writing within seven (7) days after the Event. Client's failure to notify us of any dispute or complaint, as detailed herein, shall constitute a waiver. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Location is situated. Furthermore, the parties consent that the courts located in the county and state in which the Location is situated shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Agreement.

22. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

23. AUTHORITY. The parties hereto represent that they each have full authority to enter into this Agreement.

24. As part of Levy's Event Protocols and as part of your Event at the Location we are providing you with the following information:

a. Levy and operator of the Location ('Operator') are two (2) distinct and separate companies.

b. Levy and Operator are not responsible for the management of your Event, the conduct of your guests, and are not responsible for the health-safety of your guests as part of your Event.

c. As part of your Event, you are solely responsible for the compliance with then-current applicable federal, state and municipality law and CDC guidelines, all communications with your guests and attendees for your Event, social distancing, occupancy limits, elevator limits, recommended health protocols, and to use best efforts to prevent the spread of COVID-19 as part of your Event.

25. ASSUMPTION OF RISK. By signing this Agreement, you acknowledge that you know the Center for Disease Control ('CDC'), World Health Organization ('WHO'), and/or the state of the Location has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious, spreads from person-to-person, and there is no known cure. You acknowledge that you know you will be coming into contact with a large number of people. Location has not tested these people and they could be infected with COVID-19. You understand, assume, and accept: all these risks; you could catch COVID-19 by being at the Location; you could become sick and infect your family; and you could die.

26. WAIVER & RELEASE. You hereby release, waive, and forever discharge Levy, Operator, Location and each of their subsidiaries, affiliates, officers, employees, and agents ('Released Parties') for any and all claims, suits, and causes of action arising out of or related to any injury, sickness, infection, and death from COVID-19.

27. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS. To the extent permitted by law, you agree and represent that you will defend, indemnify, and hold harmless all Released Parties for all claims, causes of action, fines, penalties, and suits arising out of or related to any governmental non-compliance, injury, sickness, and death to any Event guest from COVID-19. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified or amended by a written instrument signed by both parties.

Client: Lexington Fayette Urban County Government	Legal Name: Levy Premium Foodservice Limited Partnership
By: Gorton, Linda	By: Brittney Bates
Title: Mayor	Title: Catering Sales Manager
Signature: Linda Gorton	Signature:
Date: 6/13/2024	Date:

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0520-24

File ID: 0520-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 167-2024 **In Control:** Urban County Council

File Created: 05/03/2024

File Name: Request Council authorization to execute construction and Pedestrian Overhead Crossing agreements with R.J. Corman Railroad/Central Kentucky Lines, a Kentucky Limited Liability Company for a proposed shared-use path bridge for Town Branch Trail Phase V at

Final Action: 06/13/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Pedestrian Overhead Crossing Agreement and other related Agreements with R.J. Corman Railroad/Central Ky. Lines to allow for the construction of a shared-use bridge for the Town Branch Trail Phase V Project, for the Div. of Engineering, at a cost not to exceed $73,785 in FY 2024 and approximately $7,000 in future fiscal years. [Div. of Engineering, Burton]

Notes: CILOO kept in CCO. originals given back to Celia in grants. 7.1 AA

Copy given back to CCO. Filed 8/6/2024. MS

Sponsors:

Enactment Date: 06/13/2024

Attachments: 24-Blue Sheet Memo TBT V RJ Corman, 2024-04-24 Construction Agreement Exhibits A-F & Schedule 1 (Clean), 2024-04-24 Overhead Crossing Agreement LFUCG (Clean), 2024-04-24 RJ Corman Construction Agreement - LFUCG (Clean), Overhead Crossing Agreement Attachment A (Plans) - 2021-6-9 TBT 4-5, RESO 0520-24- RJ Corman Agreement .1 . 4864-3558-9055, R-288-2024, Contract #167-2024, Contract #167-2024 (2), Contract #167-2024, Contract #167-2024 (2)

Enactment Number: R-288-2024

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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass

2	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024	
2	Urban County Council	06/13/2024	Approved			Pass

Text of Legislative File 0520-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Pedestrian Overhead Crossing Agreement and other related Agreements with R.J. Corman Railroad/Central Ky. Lines to allow for the construction of a shared-use bridge for the Town Branch Trail Phase V Project, for the Div. of Engineering, at a cost not to exceed $73,785 in FY 2024 and approximately $7,000 in future fiscal years. [Div. of Engineering, Burton]

Summary

Authorization to execute construction and pedestrian overhead crossing Agreements with R.J. Corman RailRd./Central Kentucky Lines, a Kentucky Limited Liability Company, for a proposed shared-use path bridge for Town Branch Trail Phase V at a cost not to exceed $73,585. (L0520-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 4/26/2024

Risk Management: N/A

Fully Budgeted: BA to follow to reallocate funds

Account Number: 3160-303202-3225-XXXXX

This Fiscal Year Impact: $ 73,585

Annual Impact:

Project: TOWNBRNC_2015

Activity: FED_GRANT

Budget Reference: 2015

Current Balance: $ 256,530.47

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: **MAY 2, 2024**

SUBJECT: **Execute Agreements with R.J. Corman/Central Kentucky Lines LLC for Bridge Construction and Crossing for Town Branch Trail Phase V**

Request: Council authorization to execute construction and Pedestrian Overhead Crossing agreements with R.J. Corman Railroad/Central Kentucky Lines, a Kentucky Limited Liability Company for a proposed shared-use path bridge for Town Branch Trail Phase V at a cost not to exceed $73,585.

Purpose of Request: The Division of Engineering needs this action to construct Town Branch Trail Phase V. The agreement is to to construct a shared-use path bridge above the Railroad near Milepost 91.7. Details of the changes are shown in the agreements.

What is the cost in this budget year and future budget years? The cost for FY 2024 is $73,585. Anticipated costs in future budget years is a $7,000 annual fee due on each anniversary of the date the Overhead Crossing Agreement is executed.

Are the funds budgeted? A budget amendment will be processed after this agreement is approved and the project moves to construction to reallocate the funds into the correct accounting.

File Number: 0520-24

Director/Commissioner: Burton/Albright

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. LFUCG shall perform or let by contract to its Contractors:

Construction of a pedestrian overhead crossing above RJC railroad track and Town Branch stream.

Grading work

Tie Down Slopes

Drainage installations

Install and replace existing fence

B. RJC shall perform or cause to be performed:

Flagging

EXHIBIT B
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications, and drawings have been submitted by LFUCG to RJC for its review and approval:

Structure Plans from Palmer Engineering Company, dated 11/2017. Item Number 7-3709.00 Drawing 27592. Fayette County, Town Branch Trail Over R.J. Corman Railroad & Town Branch STA. 429 + 35.00

Civil Plans dated July 18, 2019

Town Branch Trail – Segment 4 & 5 dated June 8, 2021

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions.

1. Given the Railroad written notice, with copy to the Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

R. J. Corman Railroad Company/Central Kentucky Lines
P. O. Box 788, Nicholasville, Kentucky 40340
Railroad Representative: Jimmy Overbey 859-537-1096

2. In addition, the Contractor shall notify the Consulting Engineer (Railroad Representative) at least 72 hours before proceeding with the work on Railroad property. The Contractor also agrees to abide by the instructions of all Railroad Representatives, including the Consulting Engineer, concerning matters related to Railroad safety.

STV
3700 Crestwood Parkway, NW
Suite 800
Duluth, GA 30096-7115
Consulting Engineer: George Zimmerman 678-892-4962
George.Zimmerman@stvinc.com

3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.

4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.

5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's Representatives who are to be notified as hereinafter required. Where more than one Representative is designated, the area of responsibility of each Representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Representative, or in its absence, the Railroad Manager, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's Representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's Representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's Representative to proceed with the work.

4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:

1. Subject to the inspection and approval of the Railroad.

2. In accord with the Railroad's written outline of specific conditions, general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

3. In accord with these Special Provisions.

B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10’0” from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.

C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.

D. BLASTING.

1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions

resulting from operation of two-way train radios.

(c) No blasting shall be done without the presence of an authorized Representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad Representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized Representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad Representative will:

(a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.

2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Railroad Representative or other authorized Representative.

6. <u>DAMAGES</u>:

A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.

B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. <u>FLAGGING SERVICES</u>:

A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are

likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized Representative or performs work that has not been scheduled with the Railroad's authorized Representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized Representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

2. The Contractor will be required to give the Railroad Representative at least 10 working days of advance written notice of intent to begin work within the Railroad corridor. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 3 working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.

2. The estimated cost of flagging is $65 per hour based on Contractor's 8-hour work day which necessitates the flagger to work a 12 hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals and lodging.

3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company
Attn: Deborah Hawley, Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.

B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. <u>TRAIN CREW'S WALKWAYS</u>:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. <u>REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS</u>:

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type footwear is prohibited. Hard-sole; lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.

C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.

D. No one is allowed to cross tracks without specific authorization from the flagger.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. <u>REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY</u>:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while a train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will, be allowed within 25' of the centerline of any track without specific authorization of the flagger.

H. Trucks, tractors or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.

I. No equipment or load movement will be within 25' or above a standing train or railroad 'equipment without specific authorization of the flagger.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.

M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.

B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.

C. Commercial Automobile Liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.

D. Railroad Protective Liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000. The insurance shall satisfy the following additional requirements:

1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

3. The sole named insured on the Railroad Protective Insurance Policy should be:

R. J. Corman Railroad Company
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340

4. Name and address of contractor and agency must be shown on the Declarations page.

5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240

8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

A. **Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:**

R.J. Corman Railroad Company
Real Estate Dept
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Representative may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval and written agreement. Please contact Deborah.Hawley@RJCorman.com.

*****Before performing any work within 50 ft of a Signal Warning System call, in advance:***
Chris Clark - Cell: (859-361-7824) email: Michael.Clark@RJCorman.com

'Call before you Dig' does not identify railroad owned cables and wires

EXHIBIT D
INITIAL ESTIMATE

R. J. CORMAN RAILROAD COMPANY/
CENTRAL KENTUCKY LINES

SUBJECT: Construction of a pedestrian overhead crossing perpendicular to R. J. Corman Railroad at or near Mile Post 91.7 in Lexington, Fayette County, Kentucky.

PRELIMINARY ENGINEERING	$7,862.00
CONSTRUCTION ENGINEERING	$51,743.00
ADMINISTRATIVE COST	$1,500.00
ESTIMATED FLAGGING COSTS	TBD

Flagging costs should be determined according to how many hours the work, employee, or equipment are likely to be within twenty-five (25) feet of the track or other track clearance specified by RJC.

$65.00 per hour for an 8-hour day
1 ½ times the rate for over 8 hours
2 times the rate for over 10 hours

TOTAL ESTIMATE	**$61,105.00**

EXHIBIT E
PAYMENT SCHEDULE

LFUCG shall pay Railroad for Reimbursable Expenses within 30 days following the receipt of an invoice.

EXHIBIT F

Insurance Requirements

Key Points and Procedures

- Outside parties performing work on RJC property or that may impact railroad operations must have insurance that protects RJC.
- The types of insurance required are Commercial General Liability, Statutory Worker's Compensation and Employer's Liability, Commercial Automobile Liability, and Railroad Protective Liability.
- RJC must be provided copies and notices of required insurance coverage.

Insurance Policies

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJC as an additional insured.

B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.

C. Commercial automobile liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.

D. Railroad protective liability insurance with limits of not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $6,000,000. The insurance shall satisfy the following additional requirements:

1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
3. RJC must be the sole named insured on the Railroad Protective Insurance Policy.

R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
Nicholasville, KY 40340

4. Name and address of contractor and agency must be shown on the Declarations page.
5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or

contract identification numbers.

Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31—unless using form

   CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240
8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

Additional Terms

A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company
Attn: Deborah Hawley
P.O. Box 788
Nicholasville, KY 40340
Phone 859-881-2499
Deborah.Hawley@rjcorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

SCHEDULE 1

CONTRACTOR'S ACCEPTANCE

To and for the benefit of R. J. Corman Railroad Company/Central Kentucky Lines ("RJC") and to induce RJC to permit Contractor on or about RJC's owned or leased property for the purposes of performing work in accordance with the Construction Agreement between Lexington Fayette Urban County Government and RJC, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit C thereto.

Contractor: _____

By: _____

Title: _____

Date: _____

PEDESTRIAN OVERPASS CROSSING AGREEMENT
RJCC2022013

This Pedestrian Overpass Crossing Agreement (the "Agreement"), made and effective as of this _____ day of _____, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, a Kentucky Limited Liability Company, whose mailing address is PO Box 788, Nicholasville, KY 40356, hereinafter called "Railroad," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, whose mailing address is 200 East Main Street, Lexington, KY 40507, hereinafter called "City".

WITNESSETH:

WHEREAS, Railroad and City entered into that certain Construction Agreement dated April 24, 2024 (the "Construction Agreement") detailing the terms and conditions associated with the performance of work necessary to construct a pedestrian overhead grade crossing, identified as (the "Crossing") above the railroad track owned by Railroad at or near Railroad Milepost 91.7 in Lexington, Fayette County, Kentucky as shown in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the City desires to construct the pedestrian overhead grade crossing above the track; and

WHEREAS, the Crossing will become a part of the Town Branch Trail and used by the public solely as a recreational resource for pedestrian travel; and

WHEREAS, upon completion of construction as provided in the Construction Agreement, City desires to use, maintain, repair, reconstruct, relocate or remove the Crossing as provided herein.

NOW, THEREFORE, the foregoing recitals are hereby incorporated into this Agreement by this reference and Railroad, subject to the limitations herein, for and in consideration of the fee(s) to be paid by City and of the covenants, terms, conditions and agreements herein to be kept and performed by City, hereby grants to City the right or license to use, maintain, renew and ultimately remove the Crossing.

1. DEFINITIONS:

1.1 The term "City" herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "City" shall also include City's agents, employees, servants, sublicensees and invitees. All words herein referring to City shall be taken to be of such number and gender as the context may require.

1.2 The term "Railroad" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad, and any parent, subsidiary or affiliated system companies of Railroad and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Railroad's Division Engineer or his designated representative.

1.4 The term "Crossing" herein shall include the proposed bridge, walkway, decking, joists, beams, girders, piers, pilings, footings, supports, trusses, support cables, and also shall include track crossings, approaches, sidewalks, stairways, stairwells, warning devices, signal lines, gates, barricades, signs, appliances and ancillary facilities to said pedestrian overhead grade crossing, and approaches.

1.5 The term "public trail" or "public trail system" shall mean the Town Branch Trail, as well as roadways, trails, pathways, or sidewalks which are connected to the Crossing and available to the public for recreational non-motorized vehicle, bicycle and pedestrian travel.

2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Railroad's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by City with terms and conditions herein.

2.2 The Crossing shall be used solely for public pedestrian travel along the Town Branch Trail for access to/from City's adjacent land and facilities.

2.3 RESERVED.

2.4 RESERVED.

2.5 RESERVED.

2.6 Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Railroad shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Railroad is granted by this Agreement. City, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

3. FEES:

3.1 a. On each anniversary of the date first written above, City shall pay Railroad SEVEN THOUSAND AND 00/100 U.S. DOLLARS ($7,000.00) annual license fee ("License Fee").

b. The License Fee shall be subject to periodic review and adjustment by Railroad, but cannot be adjusted more than 25% under this subsection in any five year period without the approval of the City. City shall have no right of refund for any cause whatsoever with respect to License Fee paid to Railroad, which shall be payable in advance commencing as of the date first written above.

c. In addition to the periodic review and adjustment referred to in Section 3.1 b. above, the License Fee shall be adjusted on an annual basis by three percent (3%) per annum.

3.2 Payment by City of any License Fee shall not be held to create an irrevocable license for any period.

3.3 City shall, to the extent permitted by law, also indemnify Railroad against, and shall pay or reimburse Railroad for, any additional taxes and assessments levied solely on account of the existence of said Crossing.

3.4 In the event this Agreement is terminated by notice of either party (other than for breach or cause), Railroad shall refund to City the proration of any prepaid Fee plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

4. CONSTRUCTION, MAINTENANCE:

4.1 Crossing, including the pedestrian overhead grade crossing, and all necessary appurtenances, positive train control requirements, approaches, footings, slabs, supports, girders, trusses, decking, sidewalks, railings, fencing, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be constructed in accordance with the Construction Agreement, and thereafter maintained as provided herein, at the sole cost and expense of City.

4.2 RESERVED.

4.3 Before commencing any work to maintain, repair, reconstruct, relocate or remove said Crossing, City shall deposit with Railroad the sum of the minimum estimated cost and expense of Railroad's portion of construction work and materials (including any work on Railroad’s signal and communication facilities deemed necessary by Railroad). Should Railroad's costs and expenses exceed said deposit, City shall promptly pay such excess upon receipt from Railroad of a bill therefor.

4.4 RESERVED.

4.5 Prior to any reconstruction, repair, relocation or removal City shall furnish all other labor and materials required to perform any such work to the Crossing and do any necessary grading for the approaches.

4.6 City, at its sole cost and expense, shall keep the Crossing, including the walkway and approachways, at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to the satisfaction of Railroad.

4.7 City shall perform or cause all City's maintenance, repair, reconstruction, relocation or removal under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Railroad. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Railroad's trains.

4.8 During any maintenance, repair, reconstruction, relocation or removal under this Agreement, the City shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions of this Agreement. City further agrees that, prior to the commencement of any such Crossing work by any third party Contractor, such Contractor shall execute and deliver to Railroad Exhibit B to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4.9 In the event City fails, in the judgment of Railroad, to comply with any maintenance, repair, reconstruction, relocation or removal requirement of this Agreement, Railroad, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of City, or terminate this Agreement in accordance with Article 12 hereof.

4.10 City shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to City's construction (or reconstruction) of the Crossing.

5. DRAINAGE:

5.1 City shall not interfere with, or permit its Contractors to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.

5.2 City shall furnish, install and maintain, at City's sole expense and in a manner satisfactory to Railroad, necessary drainage pipe within the approachways and underneath said Crossing, on each side of the track(s), to accept drainage from the roadbed and keep drainage from the track(s), structures and right-of- way of Railroad as necessary. Any such drainage facilities required as a part of the Crossing must be covered separately by Railroad's standard Facility Encroachment (drainage) Agreement.

6. PERMITS:

6.1 Before any maintenance, reconstruction or removal hereunder is performed, or before use by City of the Crossing, City, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Railroad's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Railroad shall cooperate with City in securing and complying with any Federal, State or local permits relative to City's Crossing.

6.3 City shall, to the extent permitted by law, defend, protect and hold Railroad harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

7. BARRICADES, GATES; SIGNALS: RESERVED.

8. OPERATIONAL SAFETY:

8.1 City shall use and shall cause its agents, employees (family), servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

8.2 RESERVED.

9. FLAGGING, CONSTRUCTION:

9.1 If Railroad deems it advisable during any period of reconstruction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Railroad or others on Railroad's right-of-way at the Crossing, Railroad shall have the right to do so, at the expense of City, but Railroad shall not be liable for its failure to do so. Railroad may, at its discretion, require advance deposit(s) for estimated costs and expenses.

10. EXPLOSIVES:

10.1 In the reconstruction and/or maintenance of said Crossing, City shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Railroad. In the event such consent is extended, a representative will be assigned by Railroad to monitor, and City shall reimburse Railroad for the entire cost and/or expense of furnishing said monitor.

10.2 Neither City nor City's contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Railroad without separate prior written consent of Railroad.

11. ALTERATIONS; TRACK CHANGES:

11.1 Whenever any repairs or changes are made to Railroad's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, City shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.

11.2 In the event that Railroad's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of Crossing, City shall make such changes in Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing from Railroad, all at City's sole cost and expense, and upon plans and specifications approved by Railroad. It is the understanding of the parties that no operating or maintenance need or use is currently contemplated to occur in the next year which would require the City to move or change the Crossing.

11.3 If City desires to revise, relocate or change in all or any part of said Crossing, or if City is required to change or alter Crossing, drainage or approachways, plans therefor shall be submitted to Railroad for approval before any such change is made.

11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 This Agreement shall be and remain in effect unless terminated for (i) breach as provided in Section 16, (ii) in the event of impacts to safety or rail operations as determined by Railroad or (iii) *City’s cessation of use of the Crossing for the purpose permitted herein for a consecutive period of one hundred eighty (180) days, whichever shall first occur, by either party giving to the other thirty (30) days written notice of such termination.

12.2 Upon failure of City to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Railroad. After such notice of breach, Railroad may barricade or otherwise block said Crossing until removed by City, at sole risk and expense of City.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, said Crossing shall be removed, all approaches barricaded, and right-of-way of Railroad restored in a manner satisfactory to Railroad, all at the sole cost and expense of City.

12.4 If City fails to make removal as in Section 12.3, Railroad may remove same, by Railroad employee or contract forces, at City's sole risk, cost and expense.

12.5 All rights which City may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE ACCOUNT COSTS:

13.1 Railroad's expense for wages of Railroad's employees ("force account" charges) and materials for any work performed at the expense of City pursuant to this Agreement shall be paid by City within thirty (30) days after receipt of bill therefor.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 To the extent permitted by law, City, recognizing that Railroad's operations and any use of Railroad 's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of City, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Railroad in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of City" shall include property of third parties situated or placed upon Railroad's right-of-way by City or by such third parties at request of or for the sole benefit of City.

14.2 City, with the recognition above, and as further consideration for the grant of this crossing right, to the fullest extent permitted by State law (Constitutional or Statutory, as amended) also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:

a. All loss of or damage to any other property, including property in the care, custody or control of Railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and

b. All loss and damage on account of injury to or death of any and all person (including but not limited to employees, agents, servants, tenants, patrons, and/or invitees of the parties hereto) on the Crossing; and

c. All claims and liability for such loss and damage and cost and expenses thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any parts thereof or appurtenant structures, regardless of cause, even if occurring or

resulting from the sole or joint fault, failure or negligence of Railroad, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Railroad; or (ii) caused in whole or in part by the fault, failure or negligence of City; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Railroad's operations.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Railroad (flaggers, supervisors, etc.) and of City, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of City while so engaged.

14.4 All obligations of City hereunder to release, indemnify and hold Railroad harmless shall also extend to officers, agents and employees of Railroad, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with Railroad, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

14.5 City shall promptly (within thirty (30) days) advise Railroad in writing, by Certified Mail of any claims made against City and/or Railroad, and/or its operating lessee, under this Agreement or from use of the Crossing.

14.6 Nothing contained in this section is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, City may have as to any third party.

15. INSURANCE:

15.1 Prior to commencement of any use of the Crossing, City shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of;

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against Railroad and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy.

(iii) Automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Railroad may reasonably require.

15.2 If City's existing CGL policy(ies) do(es) not automatically cover City's contractual liability during the use of the Crossing, a specific endorsement adding such coverage shall be purchased by City. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, City shall arrange for adequate time for reporting losses. Failure to do so shall be at City's sole risk.

15.3 Railroad, or its designee, may at any time request evidence of insurance purchased by City to comply with this Agreement. Failure of City to comply with Railroad's request shall be considered a default by City.

15.4 Securing such insurance shall not limit City's liability under this Agreement, but shall be security therefor.

15.5 In the event City finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, City shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

15.6 Notwithstanding the provisions of Sections 15.1, 15.2 and 15.5, City, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of City imposed by and in accordance with the procedures established by law.

16. BREACH, WAIVER:

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as a waiver by Railroad of any of the obligations, liability and/or responsibility of City.

16.3 The proper and complete performance of the terms and conditions of this Agreement shall be deemed of the essence thereof, and in the event City fails or refuses to fully and completely perform as provided herein or remedy any breach within thirty (30) days after receiving written notice from Railroad to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Railroad shall have the option of immediately terminating this Agreement and the privileges and powers hereby conferred, regardless of Fees having been paid in advance for any annual or other period. Upon such termination, City shall make removal in accordance with Article 12.

17. NOTICE(S):

17.1 Before doing any work on Railroad's right-of-way, City shall give Railroad's Division Engineer, at least thirty (30) days' written notice, except that in cases of emergency repairs shorter notice may be given. The rail operations emergency phone number for Railroad is: 1-800-722-9091. The emergency phone number for City is:1-_____.

17.2 All other notices and communications concerning this Agreement shall be addressed to City at the address above, and to Railroad at the address shown on Page 1, c/o Railroad Real Estate; or at such other address as either party may designate in writing to the other.

17.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

18. TITLE:

18.1 City understands that Railroad occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Railroad's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by City under any rights created in this Agreement. It is expressly understood that Railroad does not warrant title to any Right-of-Way in Crossing(s), and City will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

18.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Railroad in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Railroad to make such grants to City, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Railroad, and no interest in or exclusive right to possess being otherwise granted to City. With regard to any other portion of Right-of-Way occupied, used or controlled by Railroad under any other facts or rights, Railroad merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Railroad continues its own occupation, use or control. Railroad does

not warrant or guarantee that the license granted hereunder provides City with all of the rights necessary to occupy any portion of the Right-of-Way. City further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Railroad in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, City shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Railroad's existing rights therein.

18.3 City agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Railroads for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Railroad's title to any portion thereof arising from City's use or occupancy thereof.

18.4 City agrees, to the extent permitted by law, to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the construction or existence of the Crossing.

18.5 City shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

19. GENERAL PROVISIONS:

19.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

19.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of City, as the case may be, but, this license is a personal privilege granted to City and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

19.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

19.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

19.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason,

such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Railroad's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 City agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed all originals of this Agreement, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the effective date of this Agreement.

Witness:

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINE

_____

By:_____

Print/Type
Name:_____

Print/Type
Title:_____

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

_____

By:_____

Print/Type
Name:_____

Print/Type
Title:_____

EXHIBIT A

Final Approved Pedestrian Crossing Plans

EXHIBIT B

ENTRY PERMIT
RJ_____

This agreement, made as of _____, by and between the R.J. Corman Railroad Company/Central Kentucky Lines, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and _____, hereafter referred to as "Company" whose mailing address is _____.

The Railroad agrees to allow Company to enter its property at or near city of ____, county of _____, state of _____ near mile post _____ at _____ for the purpose of _____. Company has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Company's entry, all costs will be reimbursed by Company to Railroad within 30 days.

In consideration for this access, Company agrees to the following:

1. Payment of $_____ to be paid to R. J. Corman Railroad Company/_____ and returned with this signed agreement.

2. To obtain all necessary permits and licenses from any Federal, State, or local public authority at its sole cost and expense. Agrees to observe and comply with all applicable laws, regulations and codes governing work. Shall defend, protect, and hold railroad harmless for failure to do so.

1. To assume, and shall at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Permittee and its employees, invitees, contractors and affiliates on Railroad property.

2. To provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS ($2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS ($6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.

5. To provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS ($1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.

6. Permittee will be responsible for flagging costs of $65.00 per hour with 1½ times the rate over 8 hours and 2 times the rate over 10 hours per day should flagging be needed. Flagging must be scheduled in advance with Railroad contact below.

7. Ditches and construction site must be left free of trash and debris. If you traverse our right of way to get to your job site, said right of way is to be left in the same condition as it was prior to entry.

8. Must be suitable dressed and wearing appropriate personal protective equipment such as, but not limited to, steel toed boots, hard hats, safety glasses and safety vest.

SIGNATURE PAGE TO FOLLOW

Witnessed by:

_____

Company _____

By: _____

Title: _____

Witnessed by:

_____

R.J. Corman Railroad Company/Central Kentucky Lines

By: _____
Deborah J. Hawley
Title: Director - Contracts & Real Estate

***The Railroad must always be notified of the date you plan to enter the property. Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: Jimmy Overbey (859-537-1096)

This Entry Permit expires on at completion of work.

CONSTRUCTION AGREEMENT

This Construction Agreement (this "Agreement") is made as of April 24, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter referred to as ("RJC" or the "Railroad") and Lexington Fayette Urban County Government, the address of which is 200 East Main Street, Lexington, KY 40507, hereinafter referred to as (the "LFUCG").

RECITALS:

1. LFUCG desires to construct a pedestrian overhead crossing above the Railroad track and perform grading work, tie down slopes, improve drainage and install and replace existing fence adjacent to Railroad right of way at or near Mile Post 91.7, in Lexington, Fayette County, Kentucky, all as indicated in plans, maps and drawings included or referenced as part of the Town Branch Trail Project ("Project").

2. LFUCG has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. LFUCG acknowledges that: (i) by entering into this Agreement, RJC is providing accommodations to promote the public interest to be served by this Project; (ii) neither RJC nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to RJC, by or on behalf of LFUCG or its contractors, pursuant to this Agreement; and (iii) RJC retains, in its sole discretion, right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, for and in consideration of the mutual terms, promises covenant and conditions set out herein, the parties hereby agree as follows:

1. PROJECT PLANS AND SPECIFICATIONS

Preparation and Approval. Project plans, specifications and drawings prepared by or on behalf of LFUCG shall be subject, at RJC's election, to the review and approval of RJC. Such plans, specifications, and drawings, as prepared or approved by RJC, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by RJC as of the date of this Agreement are set forth in Exhibit B to this Agreement.

Effect of RJC Approval or Preparation of Plans. By its review, approval, or preparation of Plans pursuant to this Agreement, RJC warrants only that construction of the Project in accordance with such Plans and improvements will satisfy RJC's requirements. RJC expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability, or fitness for the purposes of LFUCG or any other persons of the Plans or improvements constructed in accordance with the Plans.

Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 RJC Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, RJC shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. LFUCG agrees that RJC shall provide all services that RJC deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and RJC's contractual obligations, including, but not limited to, RJC's existing or proposed third party agreements and collective bargaining agreements.

2.2 LFUCG Work. LFUCG shall perform, or cause to be performed, all work as set forth by Exhibit A, at LFUCG's sole cost and expense.

2.3 Conduct of Work. RJC shall commence its work under this Agreement following: (i) delivery to RJC of a notice to proceed from LFUCG; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by RJC prior to the commencement of work by RJC; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to RJC, as required by Section 9. The initiation of any services by RJC pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by RJC or on RJC property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

2.4 The "Work." Collectively the RJC Work, and the LFUCG Work shall be defined as the "Work."

3. SPECIAL PROVISIONS

LFUCG shall observe, comply with, and abide by, and shall require its contractors ("Contractors") to observe, comply with, and abide by the terms, conditions and provisions set forth in this Agreement and Exhibit C to this Agreement (the "Special Provisions"). To the extent that LFUCG performs Project work itself, LFUCG shall be deemed a Contractor for purposes of this Agreement. LFUCG further agrees that, prior to the commencement of Project work by any third-party Contractors, such Contractors shall execute and deliver to RJC Schedule 1 to this Agreement to acknowledge the Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. LFUCG shall reimburse RJC for all costs and expenses incurred by RJC in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials, and supplies, (5) sums paid to RJC's engineers,

consultants, and subcontractors, and (6) RJC labor in connection with the Project, together with RJC labor overhead percentages established by RJC pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by RJC prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. RJC has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event RJC anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide LFUCG with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for LFUCG's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. RJC may elect, by delivery of notice to LFUCG, to immediately cease all further work on the Project, unless and until LFUCG provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 LFUCG shall pay RJC for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). RJC agrees to submit invoices to LFUCG for such amounts and LFUCG shall remit payment to RJC at the later of thirty (30) days following delivery of each such invoice to LFUCG or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, RJC shall submit to LFUCG a final invoice that reconciles the total Reimbursable Expenses incurred by RJC against the total payments received from LFUCG. LFUCG shall pay to RJC the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to LFUCG. In the event that the payments received by RJC from LFUCG exceed the Reimbursable Expenses, RJC shall remit such excess to LFUCG.

4.3.3 In the event that LFUCG fails to pay RJC any sums due RJC under this Agreement: (i) LFUCG shall pay RJC interest at the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) RJC may elect, by delivery of notice to LFUCG:
(A) to immediately cease all further work on the Project, unless and until LFUCG pays the entire delinquent sum, together with accrued interest; and/or (B) terminate this Agreement.

4.3.4 All invoices from RJC shall be delivered to LFUCG in accordance with Section 16 of this Agreement. All payments by LFUCG to RJC shall be mailed to the following address or such other address as designated by RJC's notice to LFUCG:

R. J Corman Railroad Company\Central Kentucky Lines
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356

ATTN: Deborah J. Hawley

5. APPROPRIATIONS

LFUCG represents to RJC that: (i) LFUCG has appropriated funds sufficient to reimburse RJC for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) LFUCG shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by LFUCG; and (iii) LFUCG shall promptly notify RJC in the event that LFUCG is unable to obtain such appropriations.

6. ACCESS, PERMITS AND LICENSES

6.1 LFUCG's Obligation. LFUCG shall, at its sole cost and expense, acquire all necessary licenses, permits and easements required for the Project. Right of Entry permits will be required for LFUCG contractors.

6.2 Temporary Construction Licenses Insofar as it has the right to do so, RJC hereby grants LFUCG a nonexclusive license to access RJC's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by RJC and such temporary construction easements as may be designated on the Plans approved by RJC.

6.3 Access Rights. Insofar as it has the right to do so, RJC shall grant, without warranty to LFUCG, access rights for the use and maintenance of the Project, wholly or partly on property owned or leased by RJC as shown on the Plans approved by RJC, if any, on terms and conditions and at a price acceptable to the parties. Upon request by RJC, LFUCG shall furnish to RJC descriptions and plat plans for said rights.

7. PERMITS

At its sole cost and expense, LFUCG shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to RJC.

8. TERMINATION

8.1 By LFUCG. For any reason, LFUCG may, as its sole remedy, terminate this Agreement by delivery of notice to RJC. LFUCG shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of RJC's default or termination of this Agreement or Work on the Project by either party.

8.2 By RJC. In addition to the other rights and remedies available to RJC under this Agreement, RJC may terminate this Agreement by delivery of notice to LFUCG in the event LFUCG or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by RJC to LFUCG.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. LFUCG shall reimburse RJC pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by RJC to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning RJC's property to its former condition, and all other costs of RJC incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce LFUCG's obligation to pay RJC for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, RJC's only remaining obligation to LFUCG shall be to refund to LFUCG payments made to RJC in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that LFUCG requires of its Contractor, LFUCG shall acquire or require its Contractor to purchase and maintain insurance in compliance with RJCC's insurance requirements attached to this Agreement as Exhibit F. Neither LFUCG nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by RJCC's Risk Management Department. RJC understands that LFUCG is self-insured and both parties agree that nothing contained in this Agreement or within any Exhibit to this Agreement is intended to obligate LFUCG to acquire insurance.

10. OWNERSHIP AND MAINTENANCE

10.1 LFUCG, and its successors and assigns, shall own and be solely responsible for the maintenance, upkeep, repair, and operation of the Project.

10.2 LFUCG, and its successors and assigns, shall promptly, upon notice from RJC, make any and all repairs to the project reasonably determined by RJC to be necessary for the safety of RJC's railroad operations; and, upon LFUCG's failure to do so, and in emergencies, without notice RJC shall have the right, but not the duty, to make such repairs at LFUCG's sole cost and expense.

10.3 LFUCG shall not undertake any future alteration, modification, or expansion of the Project, without the prior written approval of RJC, which may be withheld for any reason, and the execution of such agreements as RJC may require.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, LFUCG and its Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of RJCC, its affiliates, LFUCG or its Contractors), for the loss of or damage

to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of RJCC, its affiliates, LFUCG or its Contractors, and environmental damages and any related remediation brought or recovered against RJCC and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the LFUCG, its Contractors, and their respective agents, employees, invitees, contractors, or its Contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about RJC's property or property leased by it. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, LFUCG may have as to any third party.

11.2 Compliance with Laws. LFUCG shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. LFUCG's Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "RJCC Affiliates". For the purpose of this Section 11, RJCC's affiliates include R. J. Corman Railroad Group, LLC, and all entities, directly or indirectly, owned or controlled by or under common control of RJCC or R. J. Corman Railroad Group, LLC, and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. LFUCG and its Contractor shall notify RJCC promptly of any loss, damage, injury or death arising out of or in connection with the Project.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither LFUCG nor its Contractors shall be deemed either agents or independent contractors of RJC. Except as otherwise provided by this Agreement, RJC shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LFUCG or LFUCG's Contractors, or the construction practices, procedures, and professional judgment employed by LFUCG or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of RJC to prohibit LFUCG or its Contractors or anyone from entering RJC's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties, may not be waived, or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or

negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

RJC may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by RJC and the assumption of RJC's assignee of RJC's obligations under this Agreement, RJC shall have no further obligation under this Agreement. LFUCG shall not assign its rights or obligations under this Agreement without RJC's prior consent, which consent may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RJC:
R. J. Corman Railroad Company
Deborah Hawley
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356
Deborah.Hawley@rjcorman.com

If to LFUCG:
Lexington Fayette Urban County Government
200 East Main Street,
Lexington, Kentucky 40507
ATTN: Thomas Clements
Senior Municipal Engineer

17. SEVERABILITY

The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. VENUE

The parties agree that the venue of all legal and equitable proceedings related to disputes under this is Agreement shall be in the Circuit Court of Jessamine County, Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINES, LLC	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
BY: _____	BY: _____
TITLE: _____	TITLE: _____

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R1

INDEX OF SHEETS

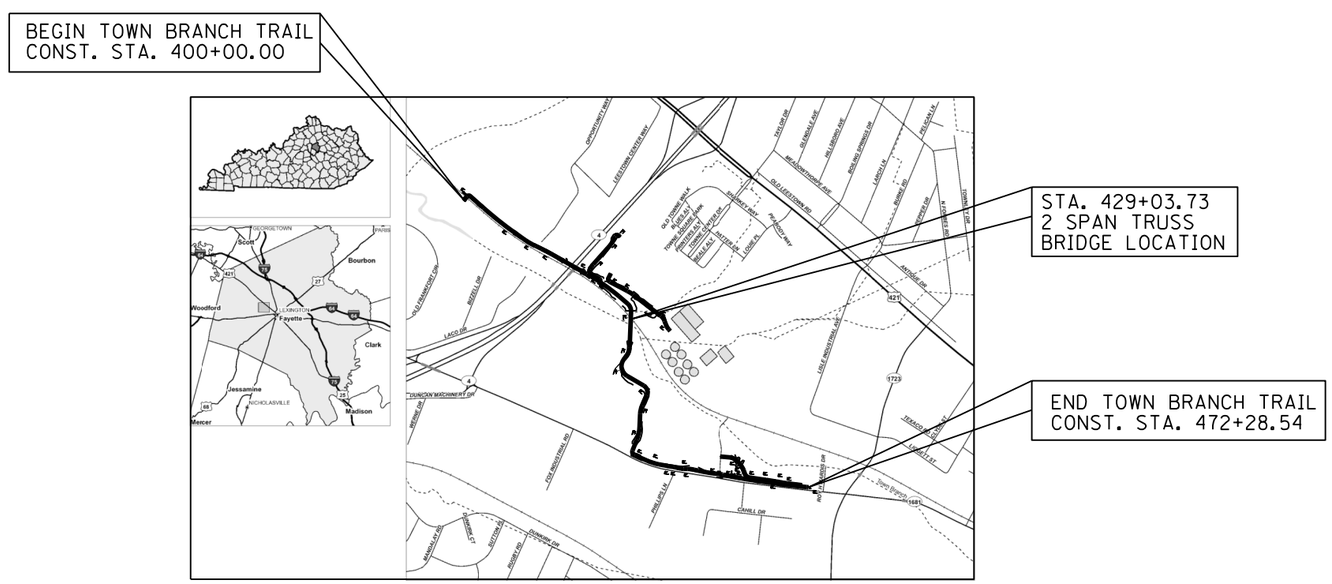
SHEET NO.	DESCRIPTION
R1	LAYOUT SHEET
R2 - RC	TYPICAL SECTIONS-SUMMARY OF QUANTITIES
R3 - R21	PLAN AND PROFILE SHEETS
R22	COORDINATE CONTROL SHEETS
R23 - R35	PIPE DRAINAGE SHEETS
L1 - L9	LANDSCAPE PLANS
S1 - S30	STRUCTURE PLANS
X1 - X139	CROSS SECTION SHEETS

LEXINGTON–FAYETTE URBAN COUNTY GOVERNMENT

PLANS OF PROPOSED PROJECT

LEXINGTON

TOWN BRANCH TRAIL – SEGMENT 4 & 5



LAYOUT MAP

0′ 1000′ 2000′ 4000′

DESIGN CRITERIA

CLASS OF HIGHWAY MULTI USE TRAIL
TYPE OF TERRAIN ROLLING

GEOGRAPHIC COORDINATES

LATITUDE 38 DEGREES 03 MINUTES 47 SECONDS NORTH
LONGITUDE 84 DEGREES 32 MINUTES 00 SECONDS WEST

DESIGNED

% RESTRICTED SD
LEVEL OF SERVICE
MAX. DISTANCE W/O PASSING

TOWN BRANCH TRAIL
LENGTH 6879.5 LIN. FT. 1.3029 MILES
ADDED / DEDUCTED — FOR EQUALITIES — LIN. FT.
NOT INCLUDED
RAILROAD CROSSINGS NO. — LIN. FT.
BRIDGES 349′ LIN. FT.

TOWNLEY CENTER CONNECTOR
LENGTH 869.7 LIN. FT. 0.1647 MILES
ADDED / DEDUCTED — FOR EQUALITIES — LIN. FT.
NOT INCLUDED
RAILROAD CROSSINGS NO. — LIN. FT.
BRIDGES — LIN. FT.

TREATMENT PLANT SERVICE ROAD
LENGTH 1175.0 LIN. FT. 0.2225 MILES
ADDED / DEDUCTED — FOR EQUALITIES — LIN. FT.
NOT INCLUDED
RAILROAD CROSSINGS NO. — LIN. FT.
BRIDGES — LIN. FT.

FRONTAGE ROAD
LENGTH 1223.4 LIN. FT. 0.232 MILES
ADDED / DEDUCTED — FOR EQUALITIES — LIN. FT.
NOT INCLUDED
RAILROAD CROSSINGS NO. — LIN. FT.
BRIDGES — LIN. FT.

ACCESS 463+76
LENGTH 192.8 LIN. FT. 0.0365 MILES
ADDED / DEDUCTED — FOR EQUALITIES — LIN. FT.
NOT INCLUDED
RAILROAD CROSSINGS NO. — LIN. FT.
BRIDGES — LIN. FT.

LEXINGTON–FAYETTE URBAN COUNTY GOVERNMENT

ITEM NO. 7-3708.00 & 7-3709.00
PROJECT NUMBER:
LETTING DATE:

RECOMMENDED BY: PROJECT MANAGER DATE:
PLAN APPROVED BY: STATE HIGHWAY ENGINEER DATE:

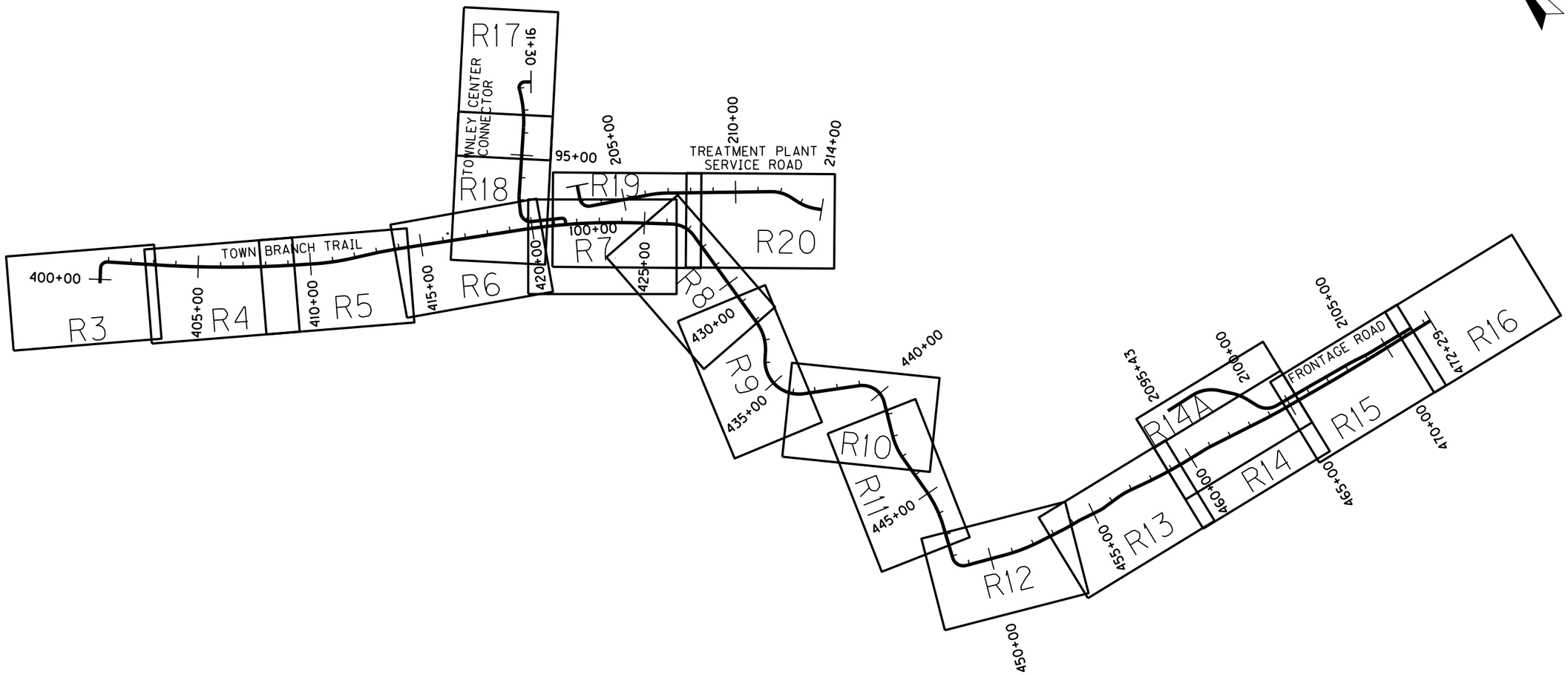
PREPARED BY
PALMER ENGINEERING COMPANY

STATE OF KENTUCKY
STEPHEN D. SEWELL
24030
LICENSED
PROFESSIONAL ENGINEER

Signed:
Date: 6/8/2021

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22594\LAYOUT_TOWNBR.DGN
USER: janet
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	RIA



SCALE: 1"=200'

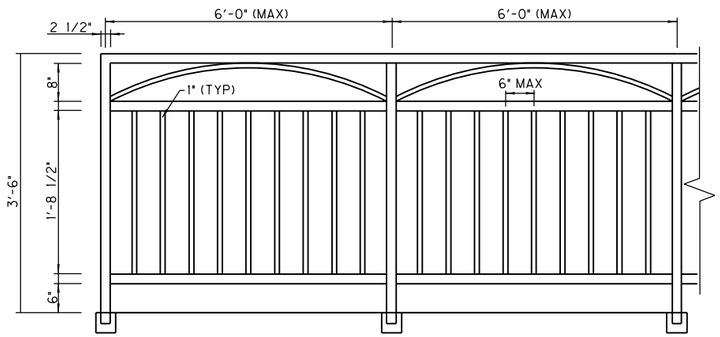
TOWN BRANCH TRAIL
SCHEMATIC LAYOUT

535

Power InRoads v8.11.9.397
E-SHEET NAME:
USER: janet
DATE PLOTTED: March 16, 2017
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22594\SCHEMATIC_TOWNBR.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R2

TYPICAL SECTIONS
TOWN BRANCH TRAIL



PEDESTRIAN RAIL FENCE DETAIL
(LABELED HANDRAIL ON PLANS)

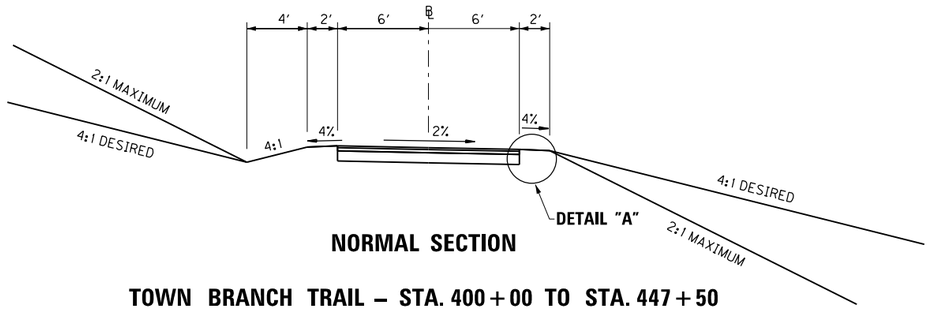
PEDESTRIAN FENCE NOTES

FENCE SHALL MEET THE GENERAL APPARANCE AND GEOMETRIC REQUIRMENTS PROVIDED.

DESIGN OF THE FENCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE DESIGN OF THE FENCE COMPONENTS, CONNECTIONS, AND CONNECTION TO THE CONCRETE PEDESTRIAN RAIL SHALL MEET ALL REQUIREMENTS OF THE 6TH EDITION (2012) OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS WITH INTERIMS THROUGH 2013.

DESIGN CALCULATIONS AND PLAN DETAILS FOR THE FENCE COMPONENTS, CONNECTIONS, AND ITS CONNECTION TO THE CONCRETE PEDESTRIAN RAIL SHALL BE PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE COMMONWEALTH OF KENTUCKY. THESE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. FABRICATION AND INSTALLATION OF THE FENCE SHALL NOT COMMENCE PRIOR TO APPROVAL. COST OF THE DESIGN SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE 6 FT. STEEL PEDESTRIAN FENCE.

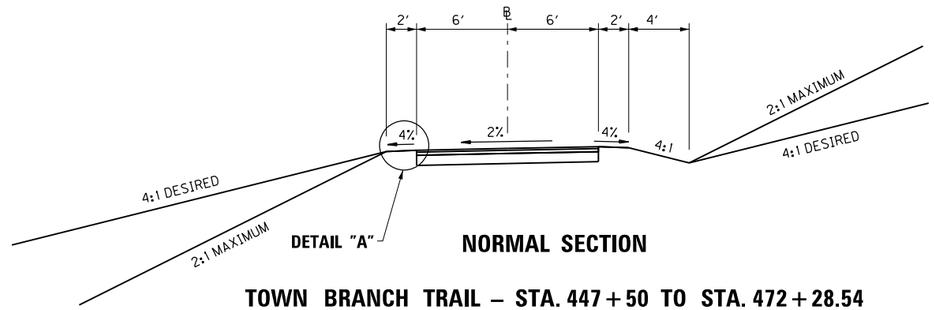
THE FENCE COMPONENTS AND CONNECTIONS SHALL BE STEEL AND SHALL BE POWDER COATED AFTER GALVANIZATION IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE AND TEST MULTIPLE COLOR OPTIONS FOR FINAL APPROVAL BY THE ENGINEER. FENCE COMPONENTS AND COATING SHALL INCLUDE A 10 YEAR WARRANTY. COSTS WILL BE INCIDENTAL TO THE COST OF THE 6 FT. STEEL PEDESTRIAN FENCE.



NORMAL SECTION

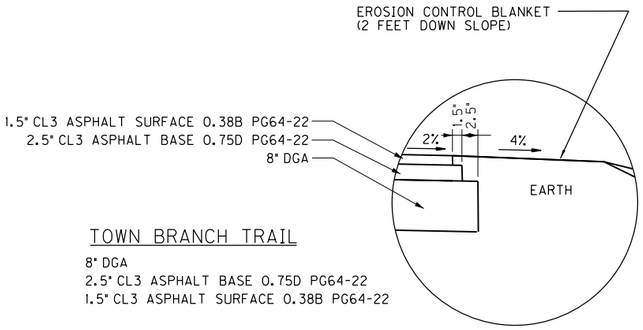
TOWN BRANCH TRAIL – STA. 400+00 TO STA. 447+50

TOWNLEY CENTER CONNECTOR – STA. 91+30.32 TO STA. 100+00



NORMAL SECTION

TOWN BRANCH TRAIL – STA. 447+50 TO STA. 472+28.54



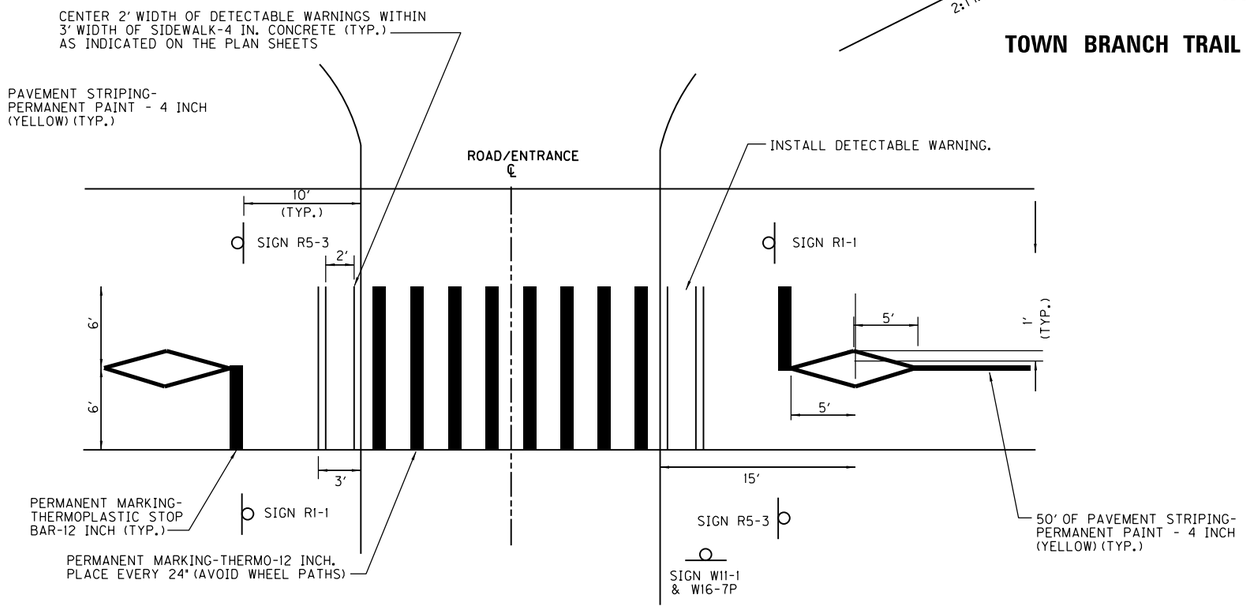
DETAIL "A"

TOWN BRANCH TRAIL

8" DGA
2.5" CL3 ASPHALT BASE 0.75D PG64-22
1.5" CL3 ASPHALT SURFACE 0.38B PG64-22

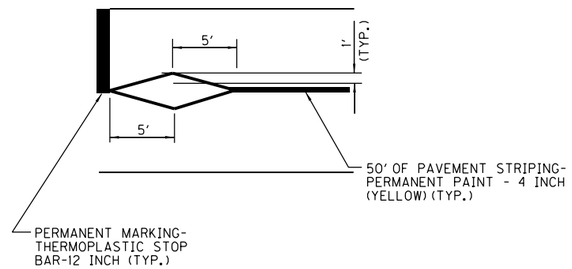
TOWNLY CENTER CONNECTOR

8" DGA
2.5" CL3 ASPHALT BASE 0.75D PG64-22
1.5" CL3 ASPHALT SURFACE 0.38B PG64-22



NOTE: TRAIL STOP BARS SHALL BE PLACED A MINIMUM OF 10' FROM THE CROSSING ROADWAY'S EDGE OF PAVEMENT

ENTRANCE CROSSING FOR SHARED USE TRAIL (STOP)



REMOVABLE BOLLARD STRIPING DETAIL

SCALE: 1"=NTS

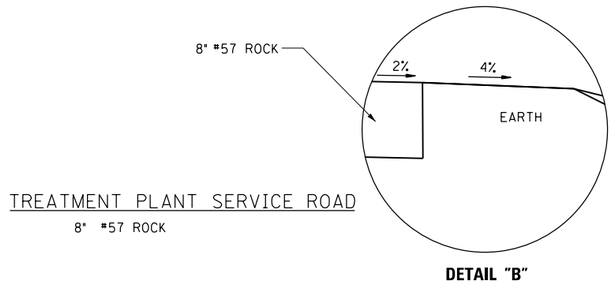
TOWN BRANCH TRAIL
TYPICAL SECTIONS

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22603\TYP-TOWNBR.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

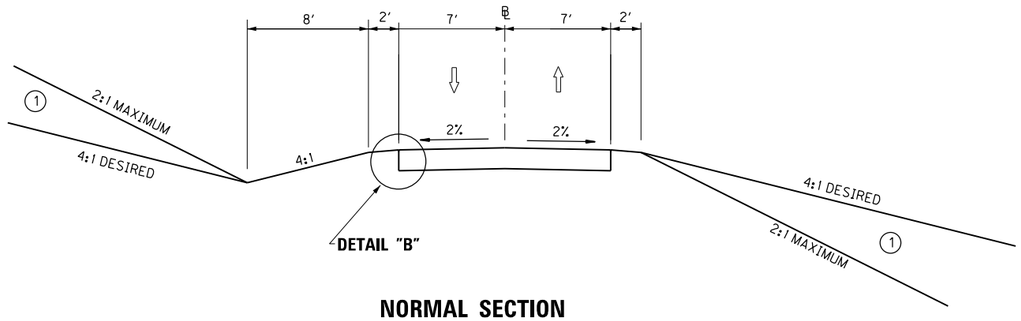
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R2A

TYPICAL SECTIONS
APPROACHES

(1) SEE CROSS SECTIONS FOR SLOPES OUTSIDE



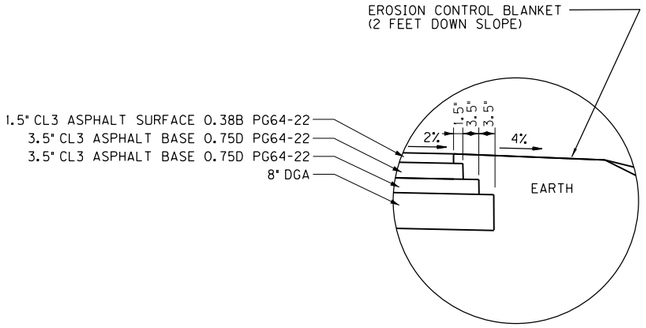
DETAIL "B"



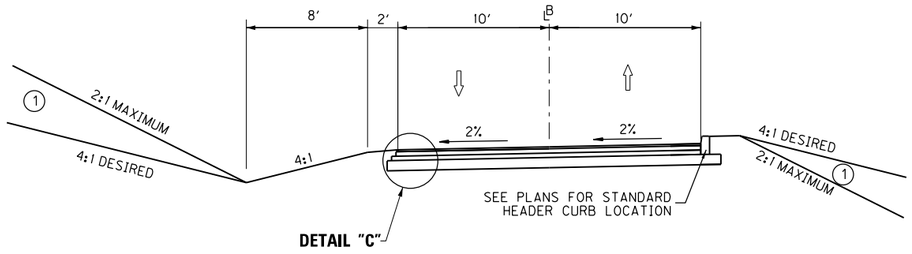
NORMAL SECTION

TREATMENT PLANT SERVICE ROAD – STA. 202+25 TO STA. 214+00

TREATMENT PLANT SERVICE ROAD
TRAFFIC LANES
8" #57 ROCK



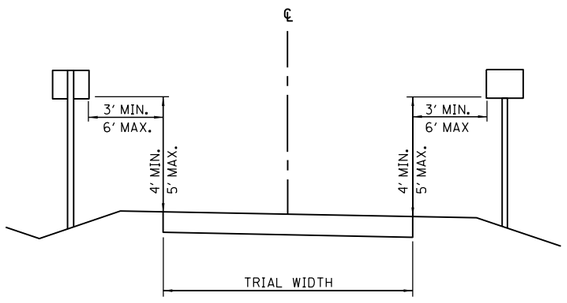
DETAIL "C"



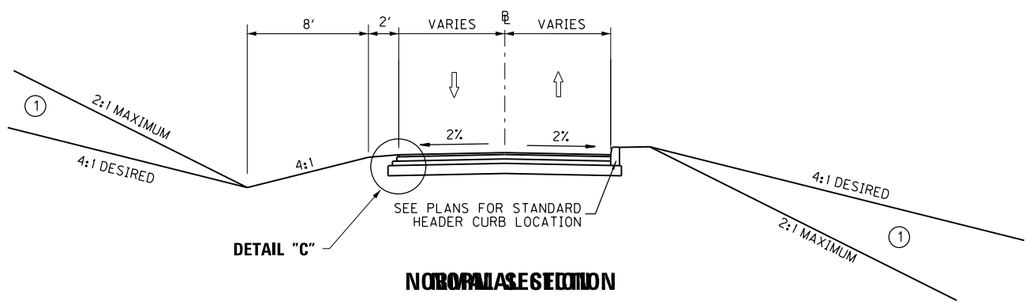
NORMAL SECTION

FRONTAGE ROAD – STA. 2095+43 TO STA. 2107+66.40

FRONTAGE ROAD
TRAFFIC LANES
8" DGA
3.5" CL3 ASPHALT BASE 0.75D PG64-22
3.5" CL3 ASPHALT BASE 0.75D PG64-22
1.5" CL3 ASPHALT SURFACE 0.38B PG64-22



TYPICAL SIGN PLACEMENT



NORMAL SECTION

ACCESS ROAD – STA. 2616+76 TO STA. 2620+00.00

ACCESS ROAD
TRAFFIC LANES
8" DGA
3.5" CL3 ASPHALT BASE 0.75D PG64-22
3.5" CL3 ASPHALT BASE 0.75D PG64-22
1.5" CL3 ASPHALT SURFACE 0.38B PG64-22

TREATMENT PLANT - FRONTAGE ROAD
ACCESS ROAD
TYPICAL SECTIONS

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen | DATE PLOTTED: March 14, 2017 | FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22603\TYP-TOWNBR.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R2B

GENERAL SUMMARY

ITEM	DESCRIPTION	UNIT	TOWN BRANCH TRAIL	TOWNLEY CENTER CONNECTOR	TREATMENT PLANT SERVICE RD	FRONTAGE ROAD	ENTRANCES	PROJECT TOTAL
1875	STANDARD HEADER CURB	LF	-	-	-	1863		1,863
1880	BARRIER HEADER CURB	LF	432.5	-	-	-		432.5
2159	TEMP DITCH	LF	3,600	435	588	500		5,123
2160	CLEAN TEMP DITCH	LF	1,800	218	294	250		2,562
2230	EMBANKMENT IN PLACE	CY	37,202	1,808	2,964	47		42,021
2242	WATER	MGAL	1.0	1.0	1.0	1.0		4.0
2483	CHANNEL LINING CLASS II	TON	168	-	39	-		207
2484	CHANNEL LINING CLASS III	TON	14	-	26	18		58
2545	CLEARING AND GRUBBING	LS	1	1	1	1		1
2562	SIGNS	SF	52	-	-	-		52
2568	MOBILIZATION	LS	1	1	1	1		1
2569	DEMOBILIZATION	LS	1	1	1	1		1
2585	EDGE KEY	LF	62	8	-	218		280
2600	FABRIC - GEOTEXTILE TY IV FOR PIPE	SY	2,731	-	883	1,517		5,131
2650	MAINTAIN AND CONTROL TRAFFIC	LS	1	1	1	1		1
2671	PORTABLE CHANGEABLE MESSAGE BOARD	EACH	2	-	-	-		2
2701	TEMP SILT FENCE	LF	3,600	435	588	500		5,123
2703	SILT TRAP TYPE A	EACH	7	1	1	1		10
2704	SILT TRAP TYPE B	EACH	7	1	1	1		10
2705	SILT TRAP TYPE C	EACH	7	1	1	1		10
2706	CLEAN SILT TRAP TYPE A	EACH	7	1	1	1		10
2707	CLEAN SILT TRAP TYPE B	EACH	7	1	1	1		10
2708	CLEAN SILT TRAP TYPE C	EACH	7	1	1	1		10
2709	CLEAN TEMP SILT FENCE	LF	3,600	435	588	500		5,123
2726	STAKING	LS	1	1	1	1		1
5950	EROSION CONTROL BLANKET	SY	6,150	800	-	800		7,750
5952	TEMP MULCH	SY	22,455	2859	3838	2411		31,563
5953	TEMP SEEDING AND PROTECTION	SY	16,842	2144	2879	1809		23,674
5963	INITIAL FERTILIZER	TON	1	1	1	1		4
5964	20-10-10 FERTILIZER	TON	1	1	1	1		4
5985	SEEDING AND PROTECTION	SY	24,511	3175	4003	967		32,656
5990	SODDING	SY						
5992	AGRICULTURAL LIMESTONE	TON	15	2	3	1		21
6514	PAVE STRIPING PERM PAINT - 4IN	LF	7,154	870	-	1225		9,249
6566	PAVE STRIPING THERMO X-WALK- 12IN	LF						
6567	PAVE STRIPING THERMO STOP BAR - 12IN	LF	48	6	-	12		88
23158ES505	DETECTABLE WARNINGS	SF	228	-	-	-		228
23274EN11F	TURF REINFORCEMENT MAT	SY	3024	600	1050	630		5,304
2612	HANDRAIL	LF	2,950	800	-	-		3,750
30000	REMOVABLE BOLLARDS	EACH	6	-	-	-		6
	STONE RETAINING WALL	LF	110	-	-	-		110
	CAP CATCH BASIN (2'X2')	EACH	1					1
	TREES	EACH	405					405
	BED PREP	SF	8,100					8,100
	STONE WALL REPAIR	LF	509					509
	INSTALL LIMESTONE STEPS	EACH	41					41
	REMOVEABLE BOLLARDS	EACH	14					14
	CONCRETE PAVING (DECORATIVE)	SY	200					200
	FENCE	LF	300					300
	BIKE RACK	EACH	6					6
	INSTALL RECYCLED GLASS BAND	LF	100					100

PAVING SUMMARY

ITEM CODE	ITEM	UNIT	TOWN BRANCH TRAIL	TOWNLY CENTER CONNECTOR	TREATMENT PLANT SERVICE RD	FRONTAGE ROAD	ENTRANCES	TOTAL PROJECT
1	COMPACTED DEPTH CRUSHED STONE BASE ①	TON	4454	542		1571		6781
69	CRUSHED AGGREGATE SIZE NO 3 ①	TON			403			403
212	CL2 ASPH BASE 1.00D PG 64-22	TON				1261	176	1437
223	CL3 ASPH BASE 0.75D PG 64-22	TON	1287	156				1443
301	CL2 ASPH SURF 0.38D PG 64-22	TON				263	37	300
388	CL3 ASPH SURF 0.38B PG 64-22	TON	757	92				849

PAVING AREAS

ITEM	TOWN BRANCH TRAIL	TOWNLY CENTER CONNECTOR	TREATMENT PLANT SERVICE RD	FRONTAGE ROAD	ENTRANCES
	SQUARE YARDS				
1.5" CL3 ASPH SURF 0.38B PG 64-22	9172	1113			
1.5" CL2 ASPH SURF 0.38D PG 64-22				3191	452
2.5" CL3 ASPH BASE 0.75D PG 64-22	9363	1138			
3.5" CL2 ASPH BASE 1.00D PG 64-22				3230	455
3.5" CL2 ASPH BASE 1.00D PG 64-22				3321	461
8" COMPACTED DEPTH CRUSHED STONE BASE	9682	1179		3415	466
8" COMPACTED ROCK			1754		

NOTES

ALL ASPHALT MIXTURES SHALL BE ESTIMATED AT 110 LBS. PER SQ. YD. PER INCH OF DEPTH, UNLESS NOTED OTHERWISE.

① ESTIMATED AT 115 LBS. PER SQ. YD. PER INCH OF DEPTH.

② ESTIMATED AT 100 LBS. PRE SQ. YD. PER INCH OF DEPTH.

③ ESTIMATED AT 95 LBS. PER SQ. YD. PER INCH OF DEPTH.

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22602\PAVE_SUM.DGN
USER: stephen
DATE PLOTTED: July 19, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SUMMARY

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R2C

SHEET NO.		SKEW	COVER HEIGHT (FT)	DESIGN PH LEVEL	CULVERT PIPE - 18 INCH	CULVERT PIPE - 24 INCH	CULVERT PIPE - 30 INCH	CULVERT PIPE - 36 INCH	STORM SEWER PIPE - 15 INCH	STORM SEWER PIPE - 18 INCH	PIPE CULVERT HEADWALL - 18 INCH	PIPE CULVERT HEADWALL - 24 INCH	PIPE CULVERT HEADWALL - 30 INCH	PIPE CULVERT HEADWALL - 36 INCH	DOUBLE PIPE CULVERT HEADWALL - 36 INCH	TRIPLE PIPE CULVERT HEADWALL - 24 INCH	TRIPLE PIPE CULVERT HEADWALL - 30 INCH	TRIPLE PIPE CULVERT HEADWALL - 36 INCH	SLOPED & FLARED BOX INLET-OUTLET - 24 INCH	CURB BOX INLET TYPE F	DROP BOX INLET TYPE 11	METAL BOX 11.83' x 2.83'	REMARKS
	ITEM CODE				462	464	466	468	521	522	1204	1208	1210	1212					1451	1487	1544		
	UNIT TO BID				LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LIN FT	
	FAYETTE COUNTY																						
	TOWN BRANCH TRAIL																						
	STA. 400+52	7°16'	0.6	M																		23	
	STA. 408+07	37°20'	2	M		17						1											STANDARD HEADWALL
	STA. 408+65	0°	2	M		63										2							TRIPLE BARREL HEADWALLS
	STA. 412+00	0°	0.6	M			60										2						TRIPLE BARREL HEADWALLS
	STA. 416+17	10°38'	7	M			54						2										
	STA. 418+85	0°	3	M		33													2				
	STA. 426+00	0°	24	M				228							2								DOUBLE BARREL HEADWALLS
	STA. 456+74	0°	4	M				38						2									
	TREATMENT PLANT SERVICE ROAD																						
	STA. 203+70	0°	2	M	33						2												SLOPED & FLARED HEADWALLS
	STA. 207+00	0°	3	M				72							2								DOUBLE BARREL HEADWALLS
	STA. 211+00	0°	2	M				87										2					TRIPLE BARREL HEADWALLS
	FRONTAGE ROAD																						
	STA. 2097+75	0°	4							67	1									1	1		SLOPED & FLARED HEADWALL
	STA. 2098+05	0°	3						27											1			
	STA. 2098+65	0°	3						65											1	1		
	STA. 2103+50	0°	2	M						249											1		
	STA. 2106+00	0°	3	M						163										1			
	STA. 2107+65	0°	3	M						122	1									1			SLOPED & FLARED HEADWALL
	PROJECT TOTAL				33	113	114	425	92	601	4	1	2	2	4	2	2	2	2	5	3	23	

1. IF A PIPE COLLAR, BEND CONNECTION OR PIPE TEE IS NEEDED FOR CONSTRUCTION OF A PIPE OR AN EXTENSION, IT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE BEING CONSTRUCTED.

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22602\PIPE SUMMARY.DGN
USER: Janet
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

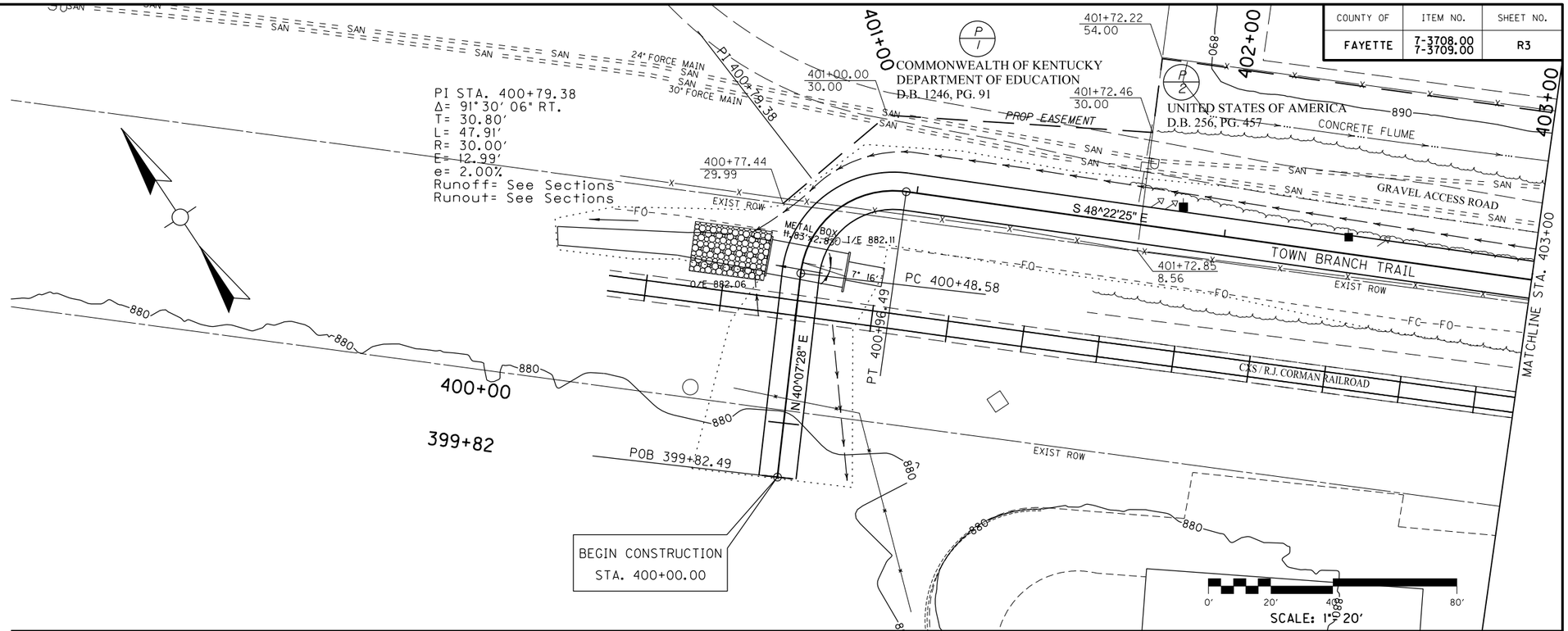
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R3

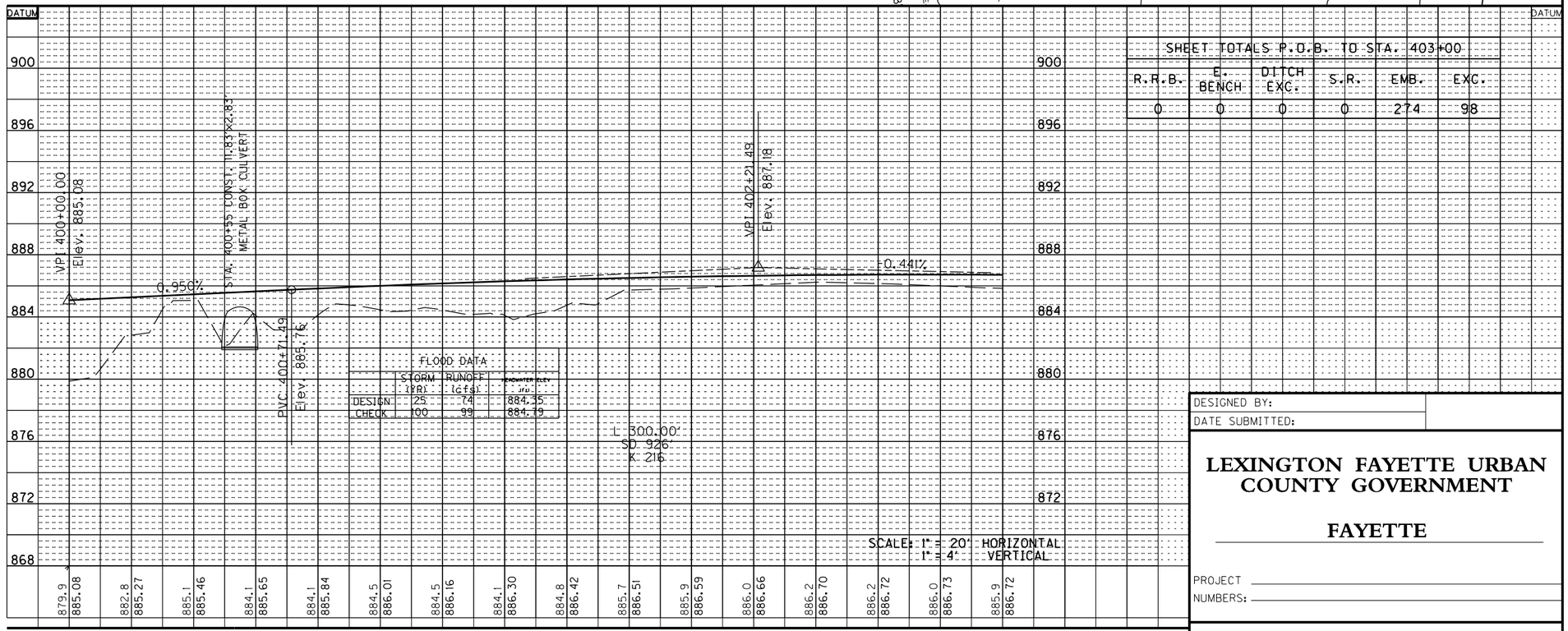
CONVENTIONAL SIGNS

SURVEY LINE
GRADE LINE — 400' V.C.
GROUND LINE
COUNTY LINE
CORPORATE LIMITS
EXIST. PROPERTY LINE
EXIST. RIGHT OF WAY & PROPERTY LINE
PROPOSED RIGHT OF WAY
RIGHT OF WAY MONUMENT
BENCH MARK — B.M. NO.4
EXISTING R/W MARKER
RIGHT OF WAY MONUMENT EXISTING/PROPOSED
UTILITY TEST HOLE — TH
EXISTING ROAD
RAILROAD
FENCE (CONTROLLED ACCESS)
FENCE (EXCEPT STONE AND HEDGE)
TREE LINE
TREES
PIPE CULVERT
CULVERT
BRIDGE
BUILDINGS — 1-S FRAME; 1-S BRICK; SHED; 2-S BRICK
GUARDRAIL — END TREATMENT; GUARDRAIL; TERMINAL SECTION
HANDRAIL

	EXISTING	PROPOSED
LIGHTING POLE		
POWER POLE		
JOINT POWER & TELEPHONE POLE		
TELEPHONE & TELEGRAPH POLE		
ANCHOR, POWER OR TELEPHONE		
STUB POWER		
STUB TELEPHONE		
WATER MAIN	WM	6" WM
GAS MAIN	GM	6" GM
TELEPHONE DUCT	T	T
ELECTRIC DUCT	E	E
DIRECT BURIAL TV CABLE	TV	TV
SANITARY SEWER (WITH MANHOLE)	SAN	SAN
STORM SEWER (WITH MANHOLE)	STORM	STORM
DIRECT BURIAL ELECTRIC CABLE	E	E
DIRECT BURIAL TELEPHONE CABLE	T	T
OVERHEAD WIRE		
TRAFFIC LIGHTS		
ELECTRIC MANHOLE	EMH	EMH
TELEPHONE MANHOLE	TMH	TMH

STONE FENCE
HEDGE FENCE
SWAMP OR MARSH
SPRINGS
SINKHOLE
QUARRY SITE
BLUE LINE STREAM
INTERMITTENT STREAM OR DITCH
LAKES OR PONDS
REGULATED FLOODWAY
NORTH POINT





SHEET TOTALS P.O.B. TO STA. 403+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	274	98

DESIGNED BY:
DATE SUBMITTED:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

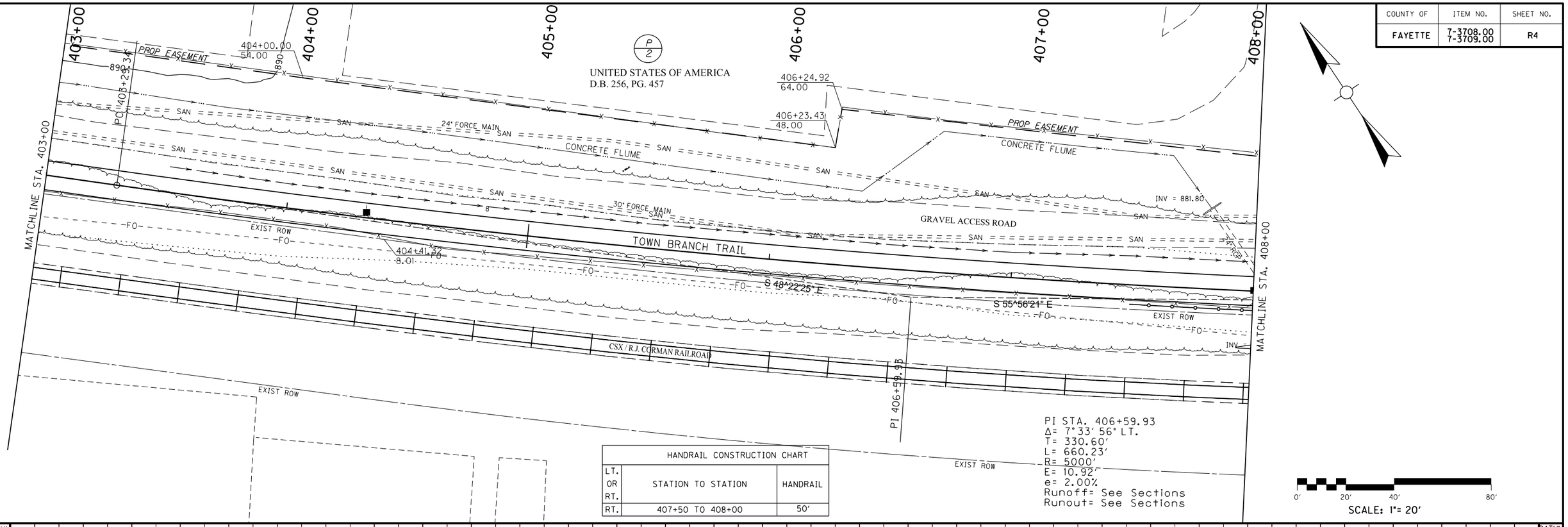
FAYETTE

PROJECT NUMBERS:

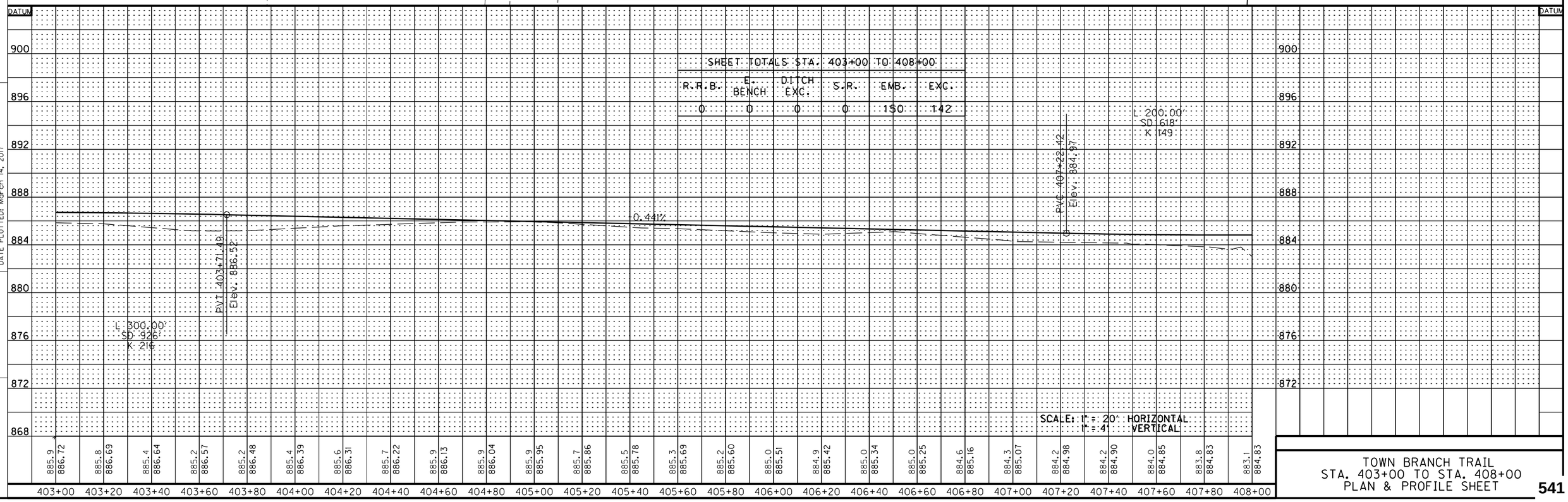
TOWN BRANCH TRAIL
P.O.B. TO STA. 403+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R00300PL.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R4



HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
RT.	407+50 TO 408+00	50'



SHEET TOTALS STA. 403+00 TO 408+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	150	142

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

TOWN BRANCH TRAIL
STA. 403+00 TO STA. 408+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22597\R00400PL.DGN
USER: dylan-v
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
MicroStation v8.11.9.838

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R5

LT. STA. 411+54.5 TO LT. STA. 411+93.5
CONST. 39 L.F. BARRIER HEADER CURB

LT. STA. 412+06.5 TO LT. STA. 414+00
CONST. 193.5 L.F. BARRIER HEADER CURB

COMMONWEALTH OF KENTUCKY
DEPT OF EDUCATION
DIV OF VOC EDUCATION
D.B. 1134, PG. 306

MATCHLINE STA. 408+00

MATCHLINE STA. 414+00

408+07.96
55.00

408+05.62
30.00

408+01.93
9.84

411+53.04
49.88

411+50.00
20.00

FC 411+54.5
20.4' LT.

FC 411+93.5
10.5' LT.

FC 412+06.5
10.5' LT.

FC 412+25
15' LT.

412+25.00
14.00

412+26.86
43.95

FC 414+00
15' LT.

PI 413+43.11

413+27.17
19.61

24" FORCE MAIN

30" FORCE MAIN

PROP EASEMENT

TEMP EASEMENT

EXIST ROW

I/E 881.85

O/E 879.99

O/E 881.00

I/E 884.48

O/E 884.38

TRIPLE 24" PIPE

LOADING DOCK

SAN MH
RIM = 884.93

S 55^56'21" E

S 64^30'42" E

TOWN BRANCH TRAIL

CSX / R.J. CORMAN RAILROAD

8" SAN (VCP)

8" FORCE MAIN

PT 409+89.57

PC 410+31.84

PT 411+83.46

PC 412+73.67

PI STA. 411+06.79
Δ= 8°34'21" LT.
T= 74.95'
L= 149.62'
R= 1000'
E= 2.80'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 413+43.11
Δ= 3°58'37" RT.
T= 69.44'
L= 138.82'
R= 2000'
E= 1.21'
e= 2.00%
Runoff= See Sections
Runout= See Sections

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
RT.	408+00 TO 409+00	100

0' 20' 40' 80'
SCALE: 1"= 20'

SHEET TOTALS STA. 408+00 TO 414+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	554	93

STA. 408+07 EXTEND EXISTING 24" PIPE CULVERT

L 200.00'
SD 18"
K 149

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	34	884.27
CHECK	100	41	884.51

VPI 408+22.42
Elev. 884.53

PVT 409+22.42
Elev. 885.43

0.900%

STA. 408+65 CONST. TRIPLE 24" PIPE CULVERT

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	90	883.58
CHECK	100	113	884.68

PVC 411+10.00
Elev. 887.12

VPI 411+60.00
Elev. 887.57

100.00'
SD 9"
K 80

STA. 412+00 CONST. TRIPLE 30" PIPE CULVERT

PVT 412+10.00
Elev. 887.40

0.348%

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	21.7	885.92
CHECK	100	26.9	886.10

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

| | | | | |

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R6

LT. STA. 414+00 TO LT. STA. 416+00
CONST. 200 L.F. BARRIER HEADER CURB

P 3

COMMONWEALTH OF KENTUCKY
DEPT OF EDUCATION
DIV OF VOC EDUCATION
D.B. 1134, PG. 306

MATCHLINE STA. 414+00

MATCHLINE STA. 420+00

MATCHLINE STA. 97+50

PI STA. 98+00
Δ= 89°21'39" L.T.
T= 44.50'
L= 70.18'
R= 45.00'
E= 18.29'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PC 97+56.45
97+55.00
40.00

TOWNLEY CENTER CONNECTOR

P 98+00.95

FC 414+00
15' LT.

FC 415+50
15' LT.

FC 416+00
18.6 LT.

416+10.65
48.23

416+04.00
18.00

PROP EASEMENT

TOWN BRANCH TRAIL

EXIST ROW

30" FORCE MAIN

24" FORCE MAIN

10" FORCE MAIN

8" FORCE MAIN

CLEANOUT

FORCE MAIN INDICATOR SIGN

30" PIPE

24" PIPE

30" CMP

BRIDGE PIERS

UGFO MARKER 5' DEEP

O/E 884.04

O/E 889.60

I/E 890.38

415+96.75
14.95

418+81.09
14.08

P 414+12.49

P 419+55.49

S 60°32'05" E

CSX / R.J. CORMAN RAILROAD

MACHUB
N: 206152.15
E: 1557723.17
ELEV: 889.73

SCALE: 1" = 20'

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	415+00 416+50	150'

SHEET TOTALS STA. 414+00 TO 420+00						
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.	
0	0	0	0	1105	196	

DATUM 904 900 896 892 888 884 880 876 872

-0.348%

PVC 415+10.31
Elev. 886.35

L 50.00'
SD 62'
K 6

PVT 415+60.31
Elev. 888.26

8.000%

VPI 415+35.3
Elev. 886.26

PVC 416+15.68
Elev. 892.69

L 40.00'
SD 99'
K 13

DOUBLE DBI LT. 416+17

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	15.6	889.94
CHECK	100	19.4	890.24

STA. 416+17 CONST.
36 PIPE CULVERT

VPI 416+35.68
Elev. 894.29

PVT 416+55.68
Elev. 894.33

0.166%

PVC 417+63.23
Elev. 894.51

L 75.00'
SD 374'
K 23

VPI 418+00.73
Elev. 894.57

PVT 418+38.23
Elev. 893.43

-3.045%

PVC 418+64.98
Elev. 892.61

STA. 418+85 CONST.
24" PIPE CULVERT
VPI 418+89.98
Elev. 89.85

L 50.00'
SD 76'
K 8

PV 419+14.98
Elev. 892.73

3.505%

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	10	892.03
CHECK	100	13	892.36

SCALE: 1" = 20' HORIZONTAL
1" = 4 VERTICAL

414+00	414+20	414+40	414+60	414+80	415+00	415+20	415+40	415+60	415+80	416+00	416+20	416+40	416+60	416+80	417+00	417+20	417+40	417+60	417+80	418+00	418+20	418+40	418+60	418+80	419+00
886.2 886.73	886.5 886.67	886.6 886.60	886.6 886.53	886.9 886.46	887.0 886.39	886.7 886.40	887.4 886.98	887.8 888.24	888.2 889.84	888.2 891.44	888.3 893.02	894.9 894.06	894.4 894.33	894.2 894.37	894.2 894.40	894.2 894.43	894.2 894.47	894.7 894.50	894.7 894.47	894.1 894.28	893.1 893.91	892.9 893.37	891.2 892.76	890.5 892.30	890.8 892.35

419+20	419+40	419+60	419+80	420+00
891.0 892.90	891.7 893.60	891.4 894.30	890.3 895.01	890.1 895.71

TOWN BRANCH TRAIL
STA. 414+00 TO STA. 420+00
PLAN & PROFILE SHEET

543

FILE NAME: C:\PW_WORKDIR\STEPHEN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R7

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	421+50 TO 426+00	450'
RT.	420+50 TO 426+00	550'

N 62^34'37" W
TREATMENT PLANT SERVICE ROAD
PC 206+12
PT 203+
I/E 891.33
18" PIPE
O/E 891.16
99+70.00
55.00
PI 203+25.76
424+00.00
60.00
2' F.B. DT.
I/E 889.50
24" FORCE MAIN
422+00.00
40.00
30" FORCE MAIN
PT 98+26.63
SSMH
RIM 900.32
F.B. DT.
PC 99+61.94
PI 99+77.49
S 34^21'11" W
PI 422+15.71
10" FORCE MAIN
S 57^52'43" E
TOWNLEY CENTER CONNECTOR
PT 99+86.04
PC 100+00.00
TOWN BRANCH TRAIL
S 49^46'42" E
DOUBLE 36" PIPE
8" FORCE MAIN
PT 424+74.40
MATCHLINE STA. 420+00
MATCHLINE STA. 426+00
S 60^32'05" E
RI STA. 99+77.49
Δ= 92°05'01" RT.
T= 15.56'
L= 24.11'
R= 15.00'
E= 6.61'
e= 8.00%
Runoff= See Sections
Runout= See Sections
421+19.75
28.89
421+19.65
31.89
PI STA. 422+15.71
Δ= 10°45'23"RT.
T= 260.22'
L= 518.90'
R= 2764.00'
E= 12.22'
e= 2.00%
Runoff= See Sections
Runout= See Sections
423+74.85
43.11
423+74.53
48.10
4' F.B. DT.
CSX / R.J. CORMAN RAILROAD
36" RCP
FO
420+00
421+00
422+00
423+00
424+00
425+00
426+00
0'
20'
40'
80'
SCALE: 1"= 20'

SHEET TOTALS STA. 420+00 TO 426+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	18738	61

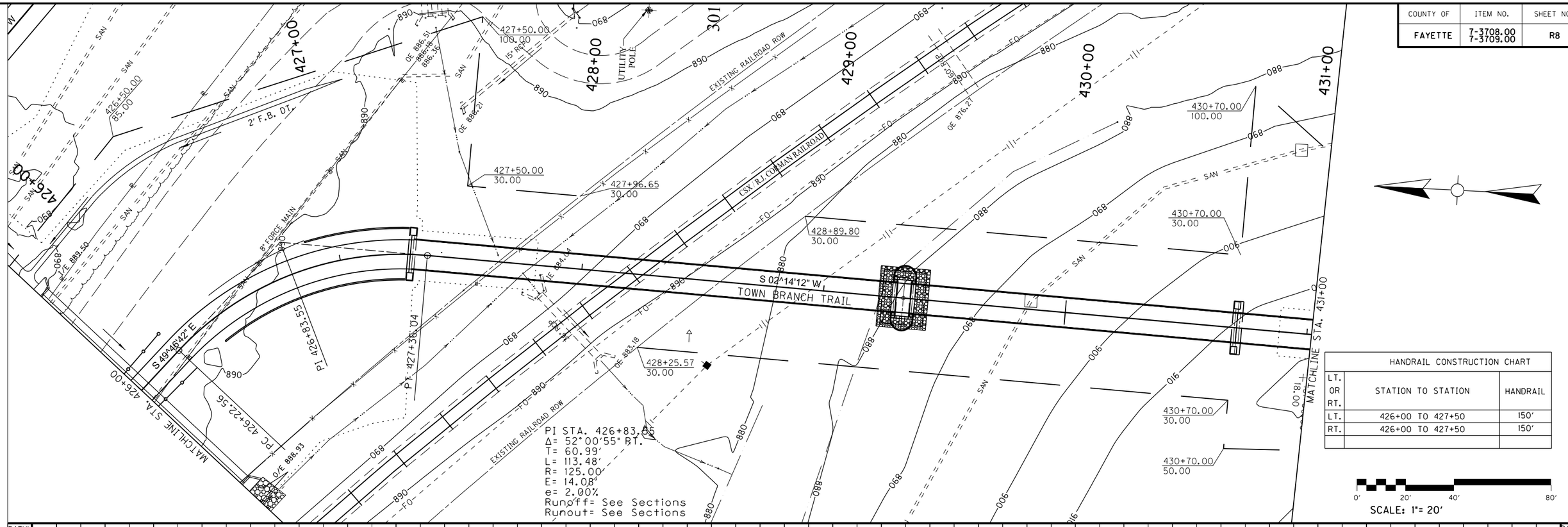
L 100.00'
SD 230'
K 30
PVT 420+25.00
Elev. 896.58
3.505%
L 135.00'
SD 526'
K 51
PVC 425+92.50
Elev. 916.47
STA. 426+00 CONST. DOUBLE 36" PIPE CULVERT

FLOOD DATA			
	STORM (YR)	RUNOFF (c.f.s)	HEADWATER ELEV.
DESIGN	25	79	893.45
CHECK	100	100	894.89

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

| | | |

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R8

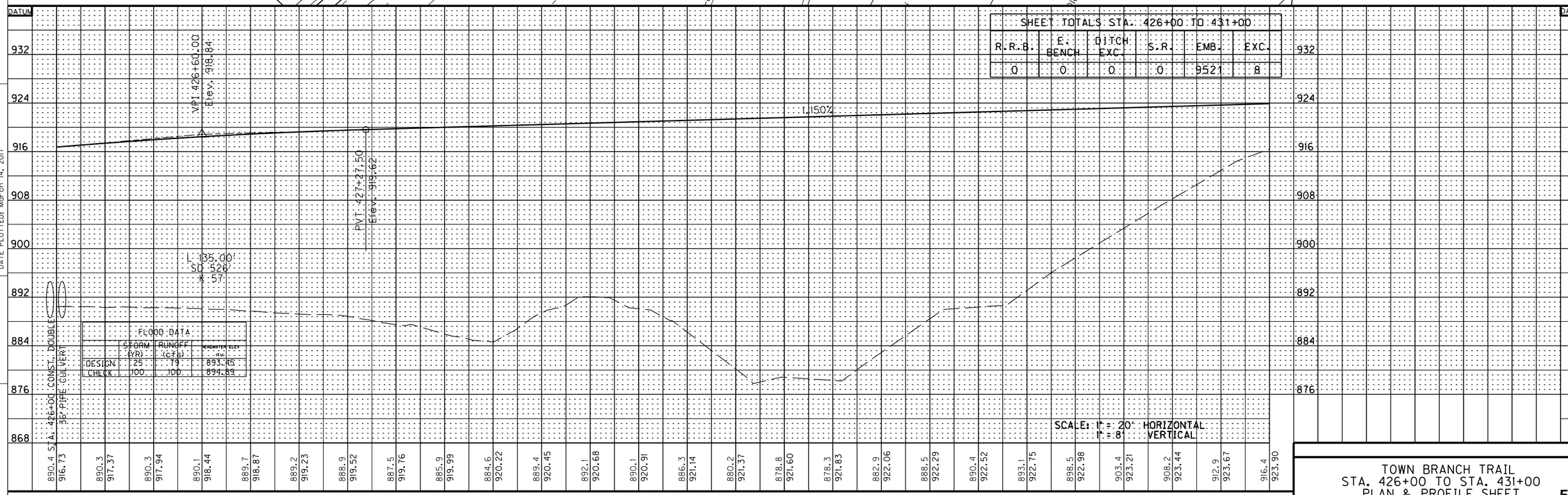


HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	426+00 TO 427+50	150'
RT.	426+00 TO 427+50	150'

0' 20' 40' 80'

SCALE: 1"= 20'

SHEET TOTALS STA. 426+00 TO 431+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	9521	8

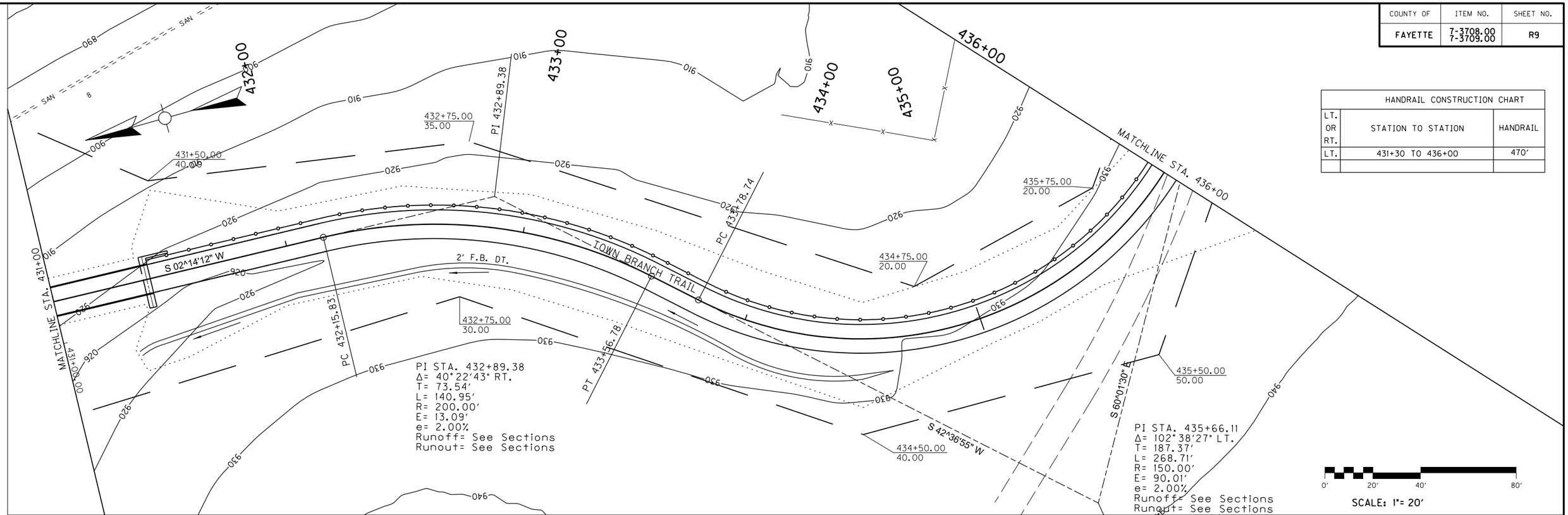


TOWN BRANCH TRAIL
STA. 426+00 TO STA. 431+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R00800PL.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

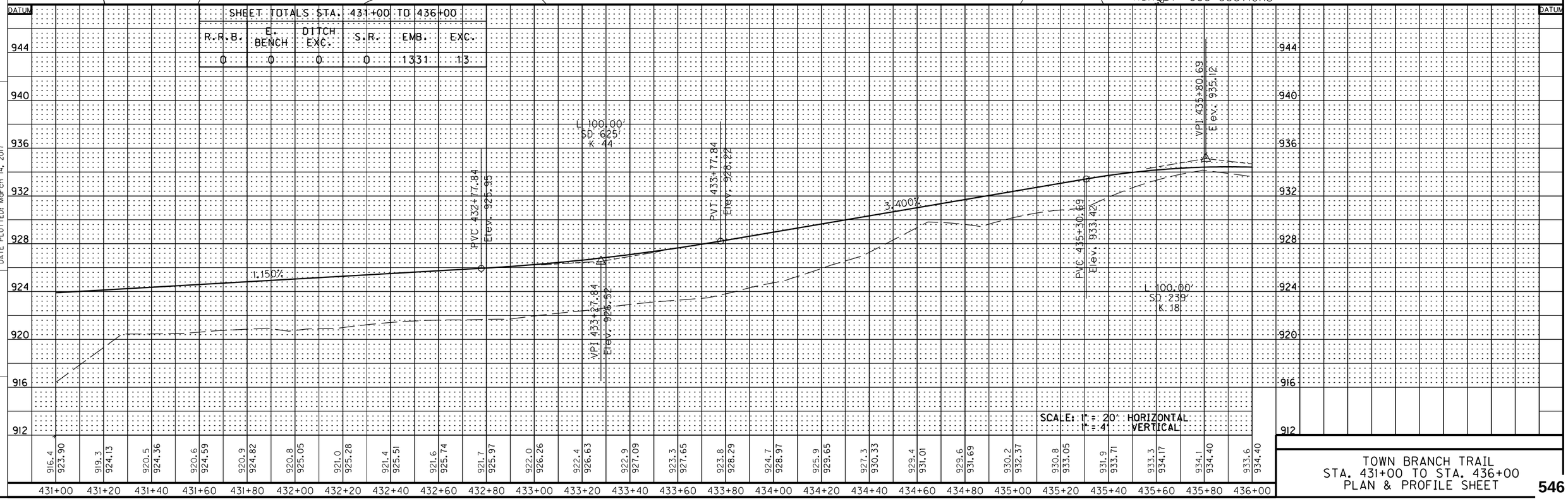
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R9

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	431+30 TO 436+00	470'



SHEET TOTALS STA. 431+00 TO 436+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1331	13



TOWN BRANCH TRAIL
STA. 431+00 TO STA. 436+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22597\R09900PL.DGN
USER: James-f
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
MicroStation v8.11.9.838

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	RIO

436+00
437+00
438+00
439+00
440+00
441+00

439+00.00
20.00

439+50.00
20.00

440+00.00
30.00

437+25.00
20.00

439+00.00
20.00

440+00.00
20.00

436+50.00
20.00

440+50.00
50.00

PT 436+47.46

PC 438+98.50

PI 439+88.89

PT 440+45.49

S 60°01'30" E

TOWN BRANCH TRAIL

S 24°11'45" W

MATCHLINE STA. 436+00

MATCHLINE STA. 441+00

PI STA. 439+88.89
Δ= 84°13'16" RT.
T= 90.39'
L= 146.99'
R= 100.00'
E= 34.80'
e= 2.00%
Runoff= See Sections
Runout= See Sections

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	436+00 TO 439+40	340'

0' 20' 40' 80'

SCALE: 1"= 20'

SHEET TOTALS STA. 436+00 TO 441+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1410	23

L 100.00'
SD 2.38'
K 18

PVT 436+30.69
Elev. 933.97

2.380%

PVC 438+46.72
Elev. 929.00

L 200.00'
SD 19.17'
K 102

VPI 439+46.72
Elev. 926.70

PVT 440+46.72
Elev. 926.35

-0.344%

SCALE: 1" = 20' HORIZONTAL
1" = 4 VERTICAL

| | | | | |

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R11

PI STA. 442+52.06
Δ= 21°15'53" LT.
T= 56.32'
L= 111.34'
R= 300.00'
E= 5.24'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 445+74.24
Δ= 18°39'15" RT.
T= 82.12'
L= 162.79'
R= 500.00'
E= 6.70'
e= 2.00%
Runoff= See Sections
Runout= See Sections

TOWN BRANCH TRAIL

S 24^11'45" W

S 02^55'52" W

N 21^35'07" E

MATCHLINE STA. 441+00

MATCHLINE STA. 447+00

PC 441+95.74

PT 443+07.08

443+00.00
40.00

PI 442+52.06

442+50.00
40.00

PC 444+92.12

PI 446+74.24

446+00.00
50.00

446+00.00
30.00

PT 446+54.91

0' 20' 40' 80'

SCALE: 1"= 20'

SHEET TOTALS STA. 441+00 TO 447+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1675	36

-0.344%

PVI 444+92.96
Elev. 925.13

PVI 445+92.96
Elev. 924.79

PVT 446+92.96
Elev. 929.59

4.800%

L 200.00
SD 21%
K 39

SCALE: 1"= 20' HORIZONTAL
1"=4 VERTICAL

441+00	441+20	441+40	441+60	441+80	442+00	442+20	442+40	442+60	442+80	443+00	443+20	443+40	443+60	443+80	444+00	444+20	444+40	444+60	444+80	445+00	445+20	445+40	445+60	445+80	446+00
924.0 926.17	924.0 926.10	923.8 926.03	923.9 925.97	924.1 925.90	924.2 925.83	924.5 925.76	924.7 925.69	924.6 925.62	924.5 925.55	924.2 925.48	923.7 925.42	923.3 925.35	923.6 925.28	923.8 925.21	924.1 925.14	924.2 925.11	924.4 925.18	924.5 925.35	924.7 925.63	924.9 926.01	925.2 926.49	925.2 927.07	925.3 927.76	925.6 928.55	926.0 929.45

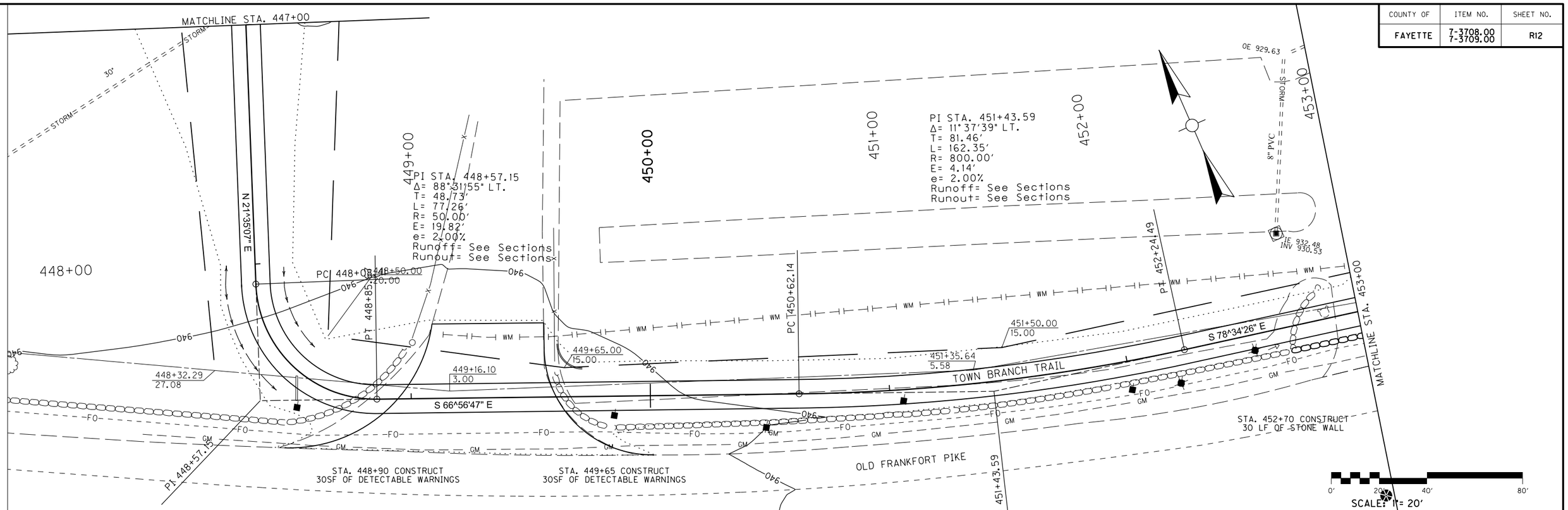
446+20	446+40	446+60	446+80	447+00
926.3 930.40	926.9 931.36	927.9 932.32	929.0 933.28	930.7 934.24

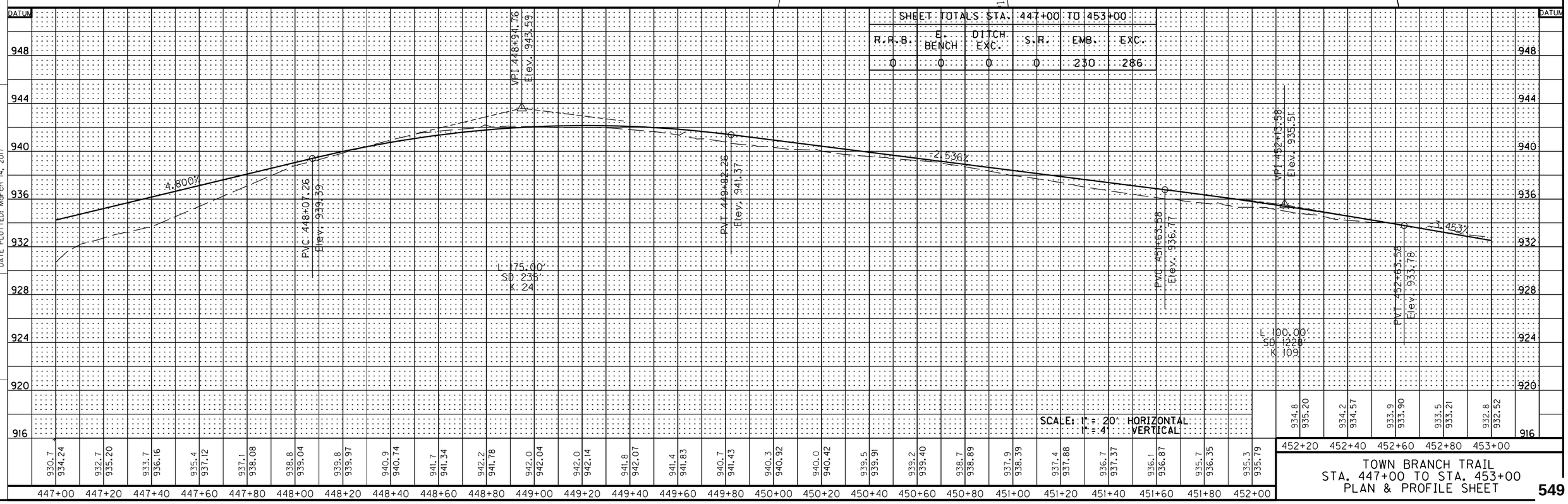
TOWN BRANCH TRAIL
STA. 441+00 TO STA. 447+00
PLAN & PROFILE SHEET

548

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R0100PL.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
MicroStation v8.11.9.838

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R12





SHEET TOTALS STA. 447+00 TO 453+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	230	286

SCALE: 1"= 20' HORIZONTAL
1"=4' VERTICAL

TOWN BRANCH TRAIL
STA. 447+00 TO STA. 453+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R01200PL.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R13

PI STA. 455+40.51
Δ= 10°45'19" LT.
T= 18.83'
L= 37.54'
R= 200.00'
E= 0.88'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 453+55.26
Δ= 3°17'43" LT.
T= 5.75'
L= 11.50'
R= 200.00'
E= 0.08'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 454+27.99
Δ= 03°58'53" RT.
T= 6.95'
L= 13.90'
R= 200.00'
E= 0.12'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 456+60.25
Δ= 11°53'23" RT.
T= 41.65'
L= 83.01'
R= 400.00'
E= 2.16'
e= 2.00%
Runoff= See Sections
Runout= See Sections

STORM SEWER CHART						
INLET #	DBI / CBI	TYPE	LT/RT/ MED	STA.	TOP/GRATE THROAT	INVERT
2	DBI	2	RT	456+74	918.93	915.10

STA. 453+00 CONSTRUCT 30 LF OF STONE WALL

STA. 454+80 CONSTRUCT 80 LF OF STONE WALL

OLD FRANKFORT MODIFICATIONS (BY OTHERS)

TOWN BRANCH TRAIL

SAN MH T.R. 921.61 F/L 915.61

SCALE: 1"= 20'

SHEET TOTALS STA. 453+00 TO 459+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1941	295

SCALE: 1"= 20' HORIZONTAL
1"=4' VERTICAL

TOWN BRANCH TRAIL
STA. 453+00 TO STA. 459+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R01300PL.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R14

LT. FRONTAGE ROAD STA. 2099+50 TO LT. STA. 2101+04 CONST. 144 L.F. STANDARD HEADER CURB

RT. FRONTAGE ROAD STA. 2099+50 TO RT. STA. 2101+25 CONST. 184 L.F. STANDARD HEADER CURB

PI STA. 458+69.51
Δ= 6°25'49" LT.
T= 112.35'
L= 224.46'
R= 2000.00'
E= 3.15'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PT 459+81.62

STA. 460+12 CONSTRUCT
24 SF OF DETECTABLE WARNINGS

STA. 460+50 CONSTRUCT
24 SF OF DETECTABLE WARNINGS

PI STA. 460+87.25
Δ= 4°36'05" RT.
T= 8.04'
L= 16.06'
R= 200.00'
E= 0.16'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI 460+87.25

461+00.00
25.00

PI STA. 464+12.28
Δ= 3°12'12" LT.
T= 70.27'
L= 140.49'
R= 2500.00'
E= 0.99'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PC 463+42.01

463+50.00
25.00

MATCHLINE STA. 2099+50

PC 2099+77.21

PI STA. 2100+29.32
Δ= 62°25'15" LT.
T= 52.10'
L= 93.69'
R= 86.00'
E= 14.55'
e= 4.00%
Runoff= See Sections
Runout= See Sections

PT 2100+70.91

PT 464+82.50

S 19°31'15" E

S 83°11'00" E

460+49.77
16.50

S 78°34'55" E

S 81°56'30" E

S 81°48'07" E

TOWN BRANCH TRAIL

OLD FRANKFORT MODIFICATIONS
(BY OTHERS)

OLD FRANKFORT PIKE

REPAIR WALL RT STA 459+44 TO 460+05
REPAIR WALL RT STA 461+93 TO 462+20
REPAIR WALL RT STA 462+55 TO 463+40

MATCHLINE STA. 459+00

MATCHLINE STA. 465+00

SCALE: 1"= 20'

SHEET TOTALS STA. 459+00 TO 465+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	0	1088

L 100.00'
SD 403'
K 33

PVT 459+20.27
Elev. 924.34

PVC 460+29.83
Elev. 926.46

L 100.00'
SD 981'
K 49

VPI 460+79.83
Elev. 927.43

PVT 461+29.83
Elev. 929.43

4.000%

1.94%

PVC 462+00.26
Elev. 932.25

L 200.00'
SD 254'
K 29

VPI 463+00.26
Elev. 936.25

PVT 464+00.26
Elev. 933.25

3.000%

PVC 464+37.17
Elev. 932.14

L 125.00'
SD 543'
K 128

VPI 464+99.67
Elev. 930.27

SCALE: 1"= 20' HORIZONTAL
1"= 4' VERTICAL

459+00	459+20	459+40	459+60	459+80	460+00	460+20	460+40	460+60	460+80	461+00	461+20	461+40	461+60	461+80	462+00	462+20	462+40	462+60	462+80	463+00	463+20	463+40	463+60	463+80	464+00
924.0	924.7	925.2	925.6	926.0	926.2	926.4	927.1	927.6	928.3	928.7	929.5	930.0	930.8	931.5	932.7	933.3	933.3	934.0	933.8	934.1	934.3	934.4	934.1	933.9	933.6
923.88	924.33	924.72	925.11	925.50	925.88	926.27	926.67	927.14	927.70	928.33	929.05	929.84	930.64	931.44	932.24	932.97	933.56	934.02	934.33	934.50	934.53	934.42	934.17	933.79	933.26

464+20	464+40	464+60	464+80	465+00
933.2	932.1	931.6	931.0	930.1
932.66	932.06	931.48	930.93	930.41

TOWN BRANCH TRAIL
STA. 459+00 TO STA. 465+00
PLAN & PROFILE SHEET

551

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22598\R80FDOE.SB6BTS.DGN
USER: stephen
DATE PLOTTED: Oct-Nov-29-2009 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R14A

POB 2095+43.32

R =15'

S 84^25'28" E

57.5'

50' TAPER

50' TAPER

R = 35'

PC 2096+73.87

PI STA. 2097+37.65
Δ= 44°59'49" RT.
T= 63.78'
L= 120.94'
R= 154.00'
E= 12.69'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PT 2097+94.81

PI 18" STORM SEWER PIPE

PI 2097+37.65

R 25'

R 25'

R 25'

R 15'

R 15'

R 15'

R15'

R15'

15" STORM SEWER PIPE

15" STORM SEWER PIPE

15" STORM SEWER PIPE

#6

#7

#8

#9

#10

S 39^25'38" E

S 19^39'15" E

PI 2098+97.03

PC 2098+59.30

PI STA. 2098+97.03
Δ= 19°54'24" RT.
T= 37.73'
L= 74.70'
R= 215.00'
E= 3.29'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PT 2099+34.00

10'

10'

MATCHLINE STA. 2099+50

460+00

SAN

NYS

STORM SEWER CHART						
INLET #	DBI / CBI	TYPE	LT/RT/MED	STA.	TOP/GRATE / THROAT	INVERT
6	CBI	F	RT	2097+75	920.00	915.50
7	DBI	II	RT	2097+75	919.00	916.08
8	CBI	F	RT	2098+05	919.77	915.77
9	CBI	F	RT	2098+65	920.75	916.75
10	DBI	II	RT	2098+65	920.25	917.33

LT. FRONTAGE ROAD STA. 2096+40 TO LT. STA. 2097+50 CONST. 110 L.F. STANDARD HEADER CURB

LT. FRONTAGE ROAD STA. 2097+98 TO LT. STA. 2098+10 CONST. 12 L.F. STANDARD HEADER CURB

LT. FRONTAGE ROAD STA. 2098+68 TO LT. STA. 2097+50 CONST. 82 L.F. STANDARD HEADER CURB

RT. FRONTAGE ROAD STA. 2096+40 TO RT. STA. 2098+22 CONST. 182 L.F. STANDARD HEADER CURB

RT. FRONTAGE ROAD STA. 2098+57 TO RT. STA. 2099+50 CONST. 93 L.F. STANDARD HEADER CURB

SCALE: 1"=20'

DATUM

L 10.00'
SD 45'
K 1

VPI 2095+43.32
Elev. 916.67

PVC 2095+53.63
Elev. 916.78

PVT 2095+63.63
Elev. 917.23

VPI 2095+58.63
Elev. 916.83

-1.014%

8.000%

PVC 2096+20.46
Elev. 921.77

L 30.00'
SD 12.5'
K 3

VPI 2096+35.46
Elev. 922.97

PVT 2096+50.46
Elev. 922.67

-2.000%

PVC 2097+66.90
Elev. 920.34

L 150.00'
SD 12.5'
K 19

VPI 2098+41.90
Elev. 918.84

PVT 2099+16.90
Elev. 923.34

6.000%

2095+43	2095+60	2095+80	2096+00	2096+20	2096+40	2096+60	2096+80	2097+00	2097+20	2097+40	2097+60	2097+80	2098+00	2098+20	2098+40	2098+60	2098+80	2099+00	2099+20	2099+40	2099+60	2099+80	2100+00
916.7	917.0	918.7	920.2	922.2	922.6	922.2	921.7	921.2	920.2	920.3	919.8	920.3	920.6	920.8	920.8	921.1	921.6	922.3	923.2	924.3	925.5	927.0	928.4
916.67	916.98	918.54	920.14	921.74	922.70	922.48	922.08	921.68	921.28	920.88	920.48	920.13	919.97	920.03	920.31	920.79	921.49	922.41	923.53	924.73	925.93	927.13	928.33

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

TOWN BRANCH TRAIL - FRONTAGE ROAD
STA. POB TO STA 2100+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS2597\R0140OAPL.DGN
USER: stephen
DATE PLOTTED: July 15, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R15

PI STA. 2102+83.15
Δ= 0°20'17" RT.
T= 5.90'
L= 11.81'
R= 2000.00'
E= 0.01'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 2104+53.10
Δ= 3°05'27" RT.
T= 26.98'
L= 53.94'
R= 1000.00'
E= 0.36'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 2105+35.54
Δ= 4°18'29" LT.
T= 18.81'
L= 37.59'
R= 500.00'
E= 0.35'
e= 2.00%
Runoff= See Sections
Runout= See Sections

STORM SEWER CHART						
INLET #	DBI / CBI	TYPE	LT/RT/ MED	STA.	TOP/GRATE THROAT	INVERT
3	DBI	11	RT	2103+50	922.65	919.73
4	DBI	11	RT	2103+50	922.40	919.48
5	CBI	F	RT	2106+00	910.02	905.77

RT. FRONTAGE ROAD STA. 2102+27 TO RT. STA. 2101+78 CONST. 112 L.F. STANDARD HEADER CURB
RT. FRONTAGE ROAD STA. 2101+25 TO RT. STA. 2106+83 CONST. 550 L.F. STANDARD HEADER CURB

STA. 465+50 CONSTRUCT
30 SF OF DETECTABLE WARNINGS

STA. 466+05 CONSTRUCT
30 SF OF DETECTABLE WARNINGS

STA. 470+58 CONSTRUCT
30 SF OF DETECTABLE WARNINGS

LT. FRONTAGE ROAD STA. 2102+15 TO LT. STA. 2104+08 CONST. 193 L.F. STANDARD HEADER CURB
LT. FRONTAGE ROAD STA. 2105+27 TO LT. STA. 2106+62 CONST. 135 L.F. STANDARD HEADER CURB

FRONTAGE ROAD
S 81^56'30" E
S 81^36'12" E
S 78^30'45" E
S 82^49'14" E
S 81^48'07" E
S 83^39'16" E
TOWN BRANCH TRAIL
466+00.00
12.79
18" STORM SEWER PIPE
REMOVE FENCE (WOOD)
OLD FRANKFORT PIKE
OLD FRANKFORT MODIFICATIONS (BY OTHERS)
ELEC. CABLE
MATCHLINE STA. 465+00
MATCHLINE STA. 471+00
SCALE: 1"= 20'

PC 466+56.10
PI 466+82.17
PT 467+08.25
PC 467+17.25
PI 467+42.17
PT 467+67.08
PC 468+26.12
PI 468+17.77
PT 468+80.07
PC 469+54.33
PI 469+79.41
PT 470+03.21

PI STA. 468+17.77
Δ= 1°54'09" LT.
T= 161.67'
L= 323.32'
R= 10000.00'
E= 1.31'
e= 2.00%
Runoff= See Sections
Runout= See Sections

SHEET TOTALS STA. 465+00 TO 471+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	177	375

SCALE: 1"= 20' HORIZONTAL
1"= 4' VERTICAL

PVC 465+62.17
Elev. 929.00
PVT 465+75.95
Elev. 928.72
L= 125.00'
SD= 5.43'
K= 128.
-2.025%
VPI 466+26.95
Elev. 927.71
L= 100.00'
SD= 4.13'
K= 34
PVC 465+75.95
Elev. 928.72
PVT 466+75.95
Elev. 925.21
-5.000%
L= 75.00'
SD= 1.66'
K= 20
PVC 469+28.21
Elev. 912.60
VPI 469+65.71
Elev. 910.72
PVT 470+03.21
Elev. 910.28
-1.188%

DATUM	932	928	924	920	916	912	908	904	900

465+00	465+20	465+40	465+60	465+80	466+00	466+20	466+40	466+60	466+80	467+00	467+20	467+40	467+60	467+80	468+00	468+20	468+40	468+60	468+80	469+00	469+20	469+40	469+60	469+80	470+00
930.1 / 930.41	929.8 / 929.93	929.1 / 929.47	928.8 / 929.05	928.4 / 928.64	928.4 / 928.15	928.7 / 927.54	928.3 / 926.82	927.3 / 925.97	927.0 / 925.01	925.5 / 924.01	924.2 / 923.01	923.0 / 922.01	921.3 / 921.01	919.6 / 920.01	918.6 / 919.01	917.0 / 918.01	915.1 / 917.01	914.1 / 916.01	913.0 / 915.01	912.3 / 914.01	911.3 / 913.01	910.7 / 912.04	910.0 / 911.27	909.8 / 910.69	909.5 / 910.32

470+20	470+40	470+60	470+80	471+00
909.2 / 910.0	909.0 / 909.8	908.9 / 909.7	908.9 / 909.7	909.0 / 909.8

TOWN BRANCH TRAIL
STA. 465+00 TO STA. 471+00
PLAN & PROFILE SHEET

553

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22598\R80F50DP5HBEKS.DGN
USER: stephen
DATE PLOTTED: 09-Oct-2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE		R16

STORM SEWER CHART						
INLET #	DBI / CBI	TYPE	LT/RT/ MED	STA.	TOP/GRADE THROAT	INVERT
6	CBI	F	RT	2107+65	908.05	903.80

RT. STA. 2107+33 TO RT. STA. 2107+66
CONST. 66 L.F. STANDARD HEADER CURB

RT. STA. 471+50 CAP 2' X 2' CATCH BASIN

STA. 471+10 CONSTRUCT
30 SF OF DETECTABLE WARNINGS

2107+66
472+29
POE 2107+66.40
PI 471+76.92
POE 472+28.54
O/E 902.20
18" STORM SEWER PIPE
MATCHLINE STA. 471+00
S 82^49'14" E
S 83^39'16" E
S 83^12'43" E
TOWN BRANCH TRAIL
TRAIL (BY OTHERS)
CAP 2' X 2'
INV. IN 895.22
INV. OUT 895.42
DBI
REMOVE FENCE (WOOD)
END CONSTRUCTION
STA. 472+28.54
OLD FRANKFORT PIKE
PC 471+46.04
PT 472+07.79
OLD FRANKFORT MODIFICATIONS (BY OTHERS)
STM SWR
T.C. 907.16
60.0' R/W
4 - ELEC

PI STA. 471+76.92
Δ= 0°26'32" RT.
T= 30.87'
L= 61.75'
R= 8000.00'
E= 0.06'
e= 2.00%
Runoff= See Sections
Runout= See Sections

0' 20' 40' 80'
SCALE: 1"= 20'

DATUM 924 920 916 912 908 904 900 896 892

VPI 472+28.54
Elev. 907.80
-.188%

908.0 909.13 | 907.8 908.89 | 906.8 908.65 | 906.6 908.41 | 907.6 908.18 | 907.7 907.94 | 907.0 907.70

471+00 471+20 471+40 471+60 471+80 472+00 472+20 472+40 472+60 472+80 473+00 473+20 473+40 473+60 473+80 474+00

SCALE: 1"= 20' HORIZONTAL
1"= 4' VERTICAL

SHEET TOTALS STA. 471+00 TO P.O.E.

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	96	28

MAINLINE TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	3720.2	2744

PROJECT TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	4211.4	6797

TOWN BRANCH TRAIL
STA. 471+00 TO P.O.E.
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22597\R01600PL.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

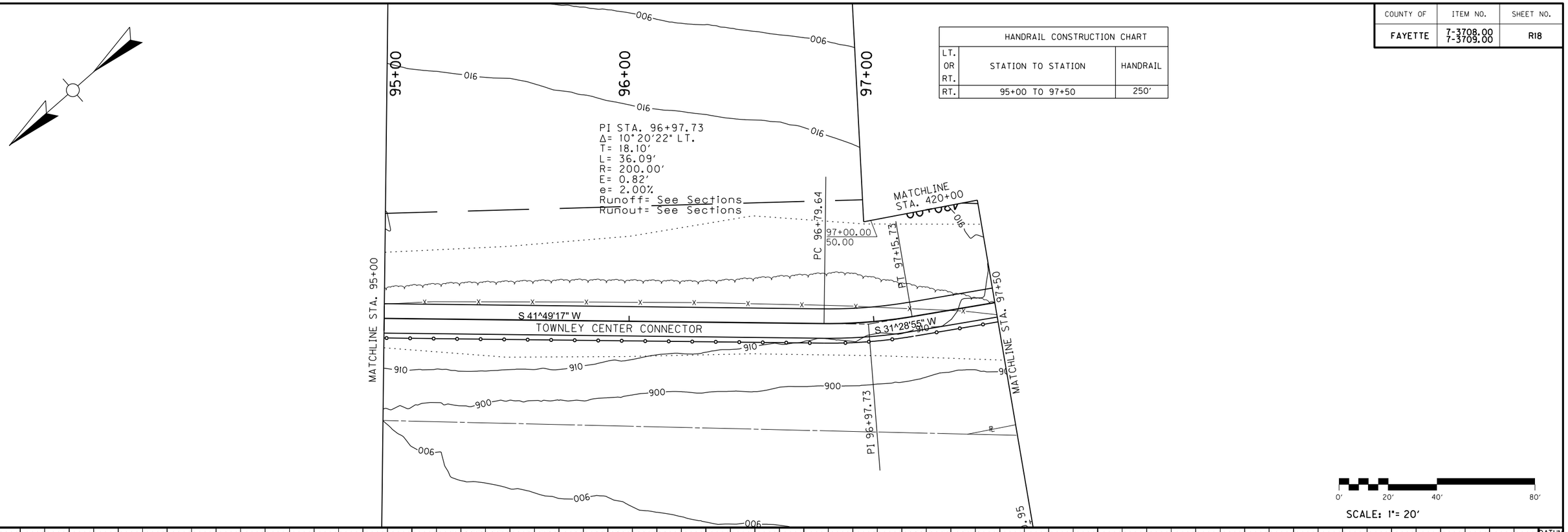
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R17

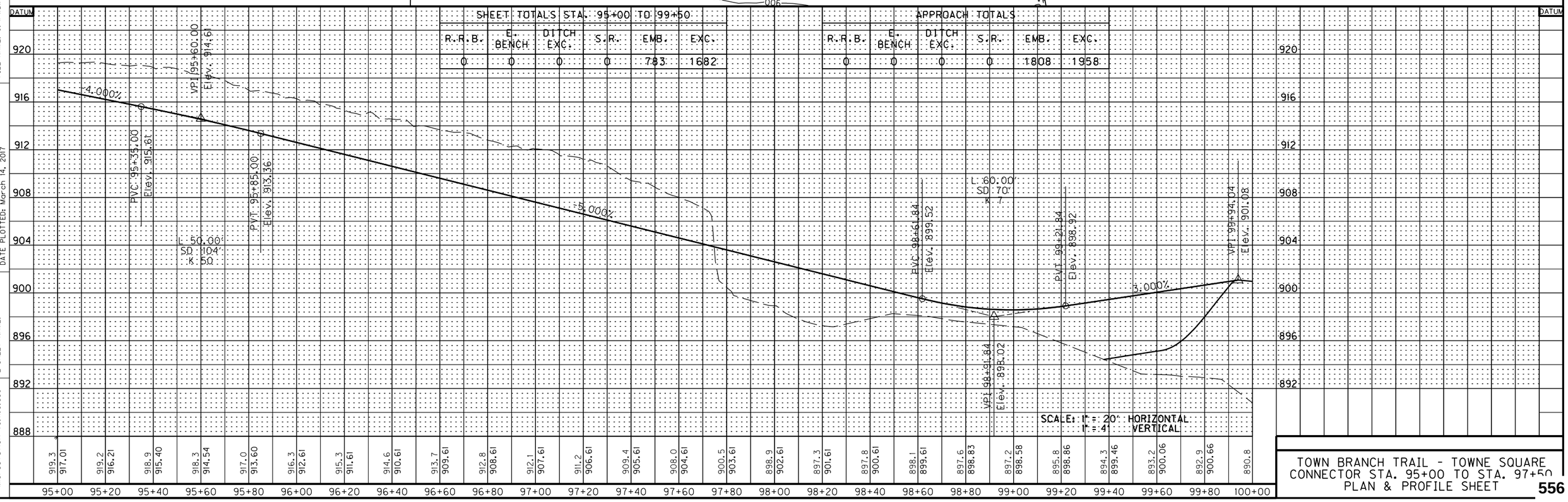
HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
RT.	POB TO 95+00	350'

= = STORM= = = =

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R18

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
RT.	95+00 TO 97+50	250'





TOWN BRANCH TRAIL - TOWNE SQUARE CONNECTOR STA. 95+00 TO STA. 97+50
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS2597\R0180OPL.DGN
USER: stephen
DATE PLOTTED: March 14, 2017
E-SHEET NAME:
MicroStation v8.11.9.536

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R19

POB 202+25.00

PI STA. 203+25.76
Δ= 90°01'38" LT.
T= 40.02'
L= 62.85'
R= 40.00'
E= 16.58'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI STA. 206+56.67
Δ= 10°03'42" RT.
T= 44.02'
L= 87.80'
R= 500.00'
E= 1.93'
e= 2.00%
Runoff= See Sections
Runout= See Sections

N 27°27'00" E

PC 202+85.74

PT 203+48.59

PI 206+56.67

PT 207+00.46

MATCHLINE STA. 208+00

2' F.B. DT.

I/E 891.33

18" PIPE

O/E 891.16

I/E 889.98

DOUBLE 42" PIPE

O/E 889.80

N 52°30'55" W

N 62°34'37" W

TREATMENT PLANT SERVICE ROAD

PC 206+12.66

99+70.00
55.00

424+00.00
60.00

426+50.00
85.00

PI 203+25.76

422+00.00
40.00

24" FORCE MAIN

30" FORCE MAIN

10" FORCE MAIN

PC 99+61.94

PI 99+71.49

PI 422+15.71

I/E 889.50

DOUBLE 36" PIPE

SAN

068

890

SCALE: 1"= 20'

0' 20' 40' 80'

SHEET TOTALS P.O.B. TO STA. 208+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	2125	48

VPI 202+25.00
Elev. 894.94

0.141%

SCALE: 1" = 20' HORIZONTAL
1" = 4 VERTICAL

| | | |

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R20

MATCHLINE STA. 208+00

208+00 209+00 210+00 211+00 212+00 213+00 214+00

900

N 52^30'55" W

TREATMENT PLANT SERVICE ROAD

PI STA. 212+05.27
Δ= 33°09' 58" RT.
T= 44.67'
L= 86.83'
R= 150.00'
E= 6.51'
e= 2.00%
Runoff= See Sections
Runout= See Sections

PI 212+05.27

PC 211+60.60

PC 212+89.64

PT 213+70.12

POE 214+00.00

S 19^20'57" E

N 42^24'10" W

PI 212+47.43

PI 213+30.43

PI STA. 213+30.43
Δ= 23°03' 12" LT.
T= 40.79'
L= 80.47'
R= 200.00'
E= 4.12'
e= 2.00%
Runoff= See Sections
Runout= See Sections

24" FORCE MAIN

SAN

IE 886.74
886.65
886.68

30" RCP
OF 3 PIPES

SET
T-1060

CONC FLUME

BOLLARDS

890

30

36

0' 20' 40' 80'

SCALE: 1"= 20'

DATUM

SHEET TOTALS STA. 208+00 TO P.O.E.

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	838	802

APPROACH TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	2964	850

912 908 904 900 896 892 888 884 880

0.400%

-1.090%

VPI 212+86.95
Elev. 896.26

VPI 213+86.95
Elev. 895.19

PVC 212+36.95
Elev. 896.00

PVT 213+36.95
Elev. 895.73

L 100.00'
SD 774'
K 67

SCALE: 1" = 20' HORIZONTAL
1" = 4 VERTICAL

| | | |

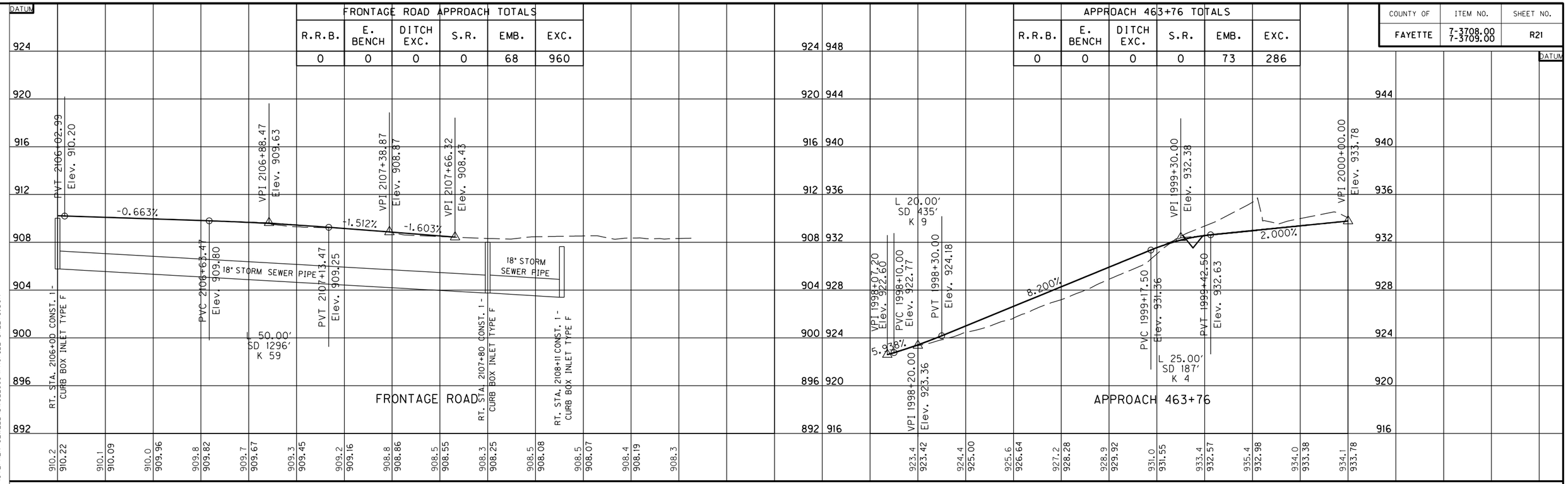
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R21

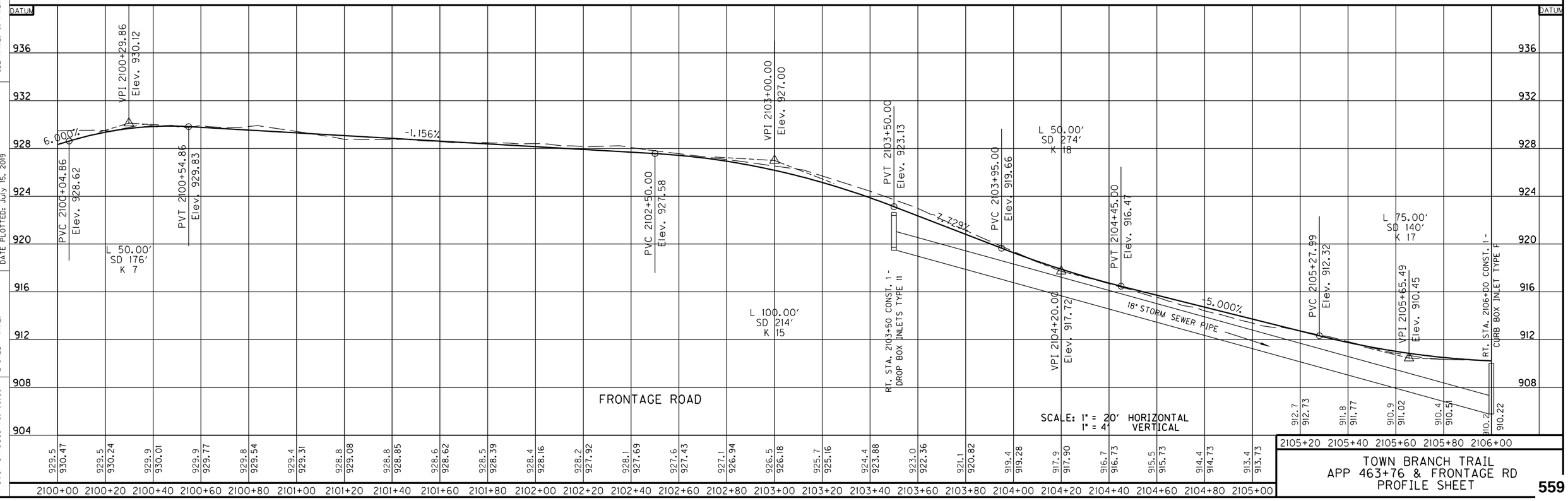
FRONTAGE ROAD APPROACH TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	68	960

APPROACH 463+76 TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	73	286

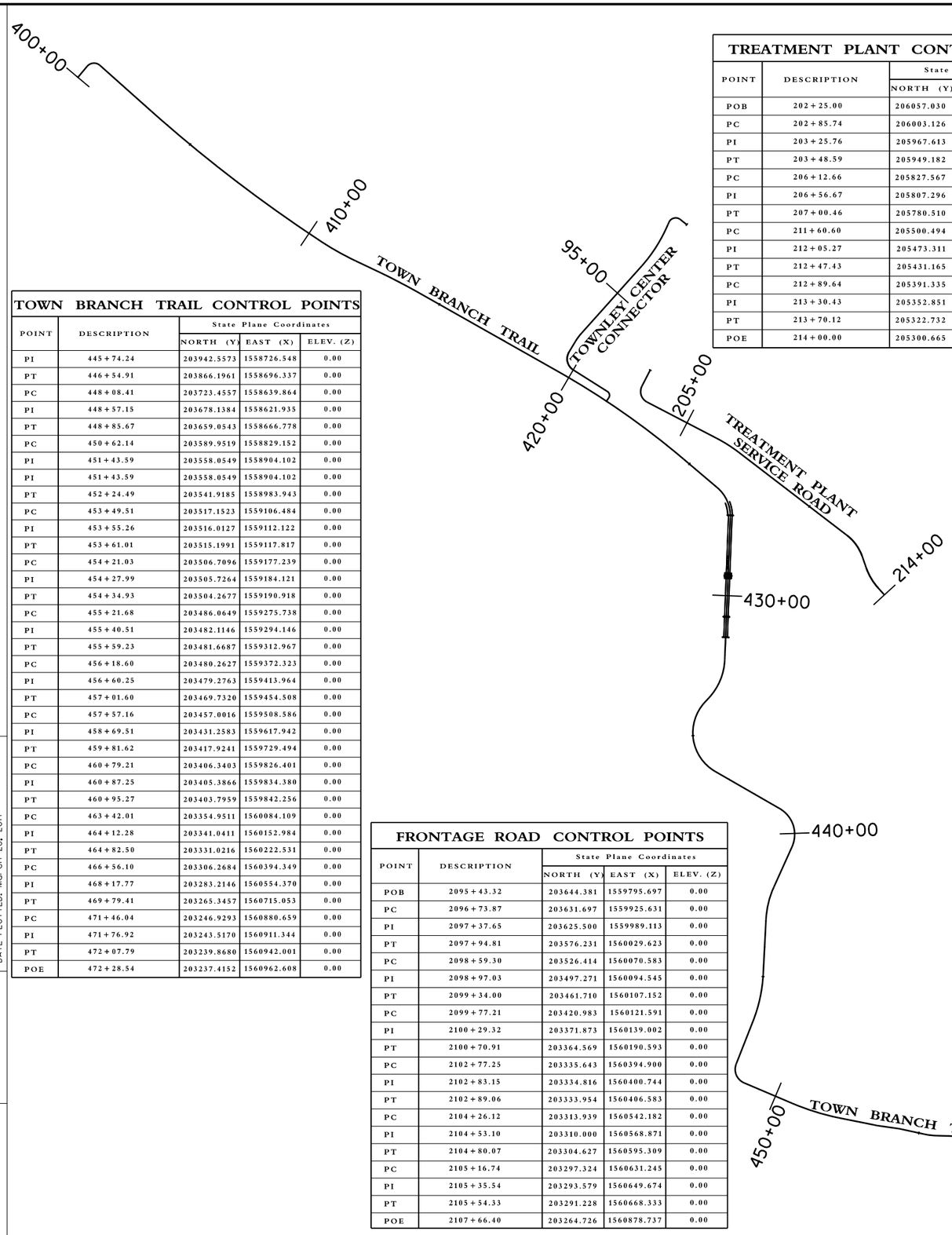




TOWN BRANCH TRAIL
APP 463+76 & FRONTAGE RD
PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22598\PROFILE-SHEETS.DGN
USER: stephen
DATE PLOTTED: July 15, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R22



TREATMENT PLANT CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates		
		NORTH (Y)	EAST (X)	ELEV. (Z)
POB	202+25.00	206057.030	1558350.739	0.00
PC	202+85.74	206003.126	1558322.738	0.00
PI	203+25.76	205967.613	1558304.290	0.00
PT	203+48.59	205949.182	1558339.812	0.00
PC	206+12.66	205827.567	1558574.202	0.00
PI	206+56.67	205807.296	1558613.272	0.00
PT	207+00.46	205780.510	1558648.199	0.00
PC	211+60.60	205500.494	1559013.329	0.00
PI	212+05.27	205473.311	1559048.774	0.00
PT	212+47.43	205431.165	1559063.574	0.00
PC	212+89.64	205391.335	1559077.561	0.00
PI	213+30.43	205352.851	1559091.075	0.00
PT	213+70.12	205322.732	1559118.580	0.00
POE	214+00.00	205300.665	1559138.732	0.00

TOWNLEY CENTER CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates		
		NORTH (Y)	EAST (X)	ELEV. (Z)
POB	91+30.32	206546.3296	1558473.397	0.00
PC	91+58.13	206563.5687	1558451.569	0.00
PI	91+90.94	206583.8951	1558425.817	0.00
PT	92+04.11	206553.6715	1558413.048	0.00
PC	92+11.99	206546.4196	1558409.984	0.00
PI	92+95.29	206469.6819	1558377.564	0.00
PT	93+77.08	206407.6008	1558322.015	0.00
PT	93+77.08	206407.6008	1558322.015	0.00
PC	96+79.64	206182.1294	1558120.267	0.00
PI	96+97.73	206168.6446	1558108.201	0.00
PT	97+15.73	206153.2131	1558098.751	0.00
PC	97+56.45	206118.4888	1558077.487	0.00
PI	98+00.95	206080.5385	1558054.247	0.00
PT	98+26.63	206056.8768	1558091.936	0.00
PC	99+61.94	205984.9325	1558206.53	0.00
PC	99+61.94	205984.9325	1558206.53	0.00
PI	99+77.49	205976.6613	1558219.705	0.00
PT	99+86.04	205963.7963	1558210.96	0.00
POE	100+00.00	205952.2533	1558203.114	0.00

TOWN BRANCH TRAIL CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates		
		NORTH (Y)	EAST (X)	ELEV. (Z)
PI	445+74.24	203942.5573	1558726.548	0.00
PT	446+54.91	203866.1961	1558696.337	0.00
PC	448+08.41	203723.4557	1558639.864	0.00
PI	448+57.15	203678.1384	1558621.935	0.00
PT	448+85.67	203659.0543	1558666.778	0.00
PC	450+62.14	203589.9519	1558829.152	0.00
PI	451+43.59	203558.0549	1558904.102	0.00
PI	451+43.59	203558.0549	1558904.102	0.00
PT	452+24.49	203541.9185	1558983.943	0.00
PC	453+49.51	203517.1523	1559106.484	0.00
PI	453+55.26	203516.0127	1559112.122	0.00
PT	453+61.01	203515.1991	1559117.817	0.00
PC	454+21.03	203506.7096	1559177.239	0.00
PI	454+27.99	203505.7264	1559184.121	0.00
PT	454+34.93	203504.2677	1559190.918	0.00
PC	455+21.68	203486.0649	1559275.738	0.00
PI	455+40.51	203482.1146	1559294.146	0.00
PT	455+59.23	203481.6687	1559312.967	0.00
PC	456+18.60	203480.2627	1559372.323	0.00
PI	456+60.25	203479.2763	1559413.964	0.00
PT	457+01.60	203469.7320	1559454.508	0.00
PC	457+57.16	203457.0016	1559508.586	0.00
PI	458+69.51	203431.2583	1559617.942	0.00
PT	459+81.62	203417.9241	1559729.494	0.00
PC	460+79.21	203406.3403	1559826.401	0.00
PI	460+87.25	203405.3866	1559834.380	0.00
PT	460+95.27	203403.7959	1559842.256	0.00
PC	463+42.01	203354.9511	1560084.109	0.00
PI	464+12.28	203341.0411	1560152.984	0.00
PT	464+82.50	203331.0216	1560222.531	0.00
PC	466+56.10	203306.2684	1560394.349	0.00
PI	468+17.77	203283.2146	1560554.370	0.00
PT	469+79.41	203265.3457	1560715.053	0.00
PC	471+46.04	203246.9293	1560880.659	0.00
PI	471+76.92	203243.5170	1560911.344	0.00
PT	472+07.79	203239.8680	1560942.001	0.00
POE	472+28.54	203237.4152	1560962.608	0.00

FRONTAGE ROAD CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates		
		NORTH (Y)	EAST (X)	ELEV. (Z)
POB	2095+43.32	203644.381	1559795.697	0.00
PC	2096+73.87	203631.697	1559925.631	0.00
PI	2097+37.65	203625.500	1559989.113	0.00
PT	2097+94.81	203576.231	1560029.623	0.00
PC	2098+59.30	203526.414	1560070.583	0.00
PI	2098+97.03	203497.271	1560094.545	0.00
PT	2099+34.00	203461.710	1560107.152	0.00
PC	2099+77.21	203420.983	1560121.591	0.00
PI	2100+29.32	203371.873	1560139.002	0.00
PT	2100+70.91	203364.569	1560190.593	0.00
PC	2102+77.25	203335.643	1560394.900	0.00
PI	2102+83.15	203334.816	1560400.744	0.00
PT	2102+89.06	203333.954	1560406.583	0.00
PC	2104+26.12	203313.939	1560542.182	0.00
PI	2104+53.10	203310.000	1560568.871	0.00
PT	2104+80.07	203304.627	1560595.309	0.00
PC	2105+16.74	203297.324	1560631.245	0.00
PI	2105+35.54	203293.579	1560649.674	0.00
PT	2105+54.33	203291.228	1560668.333	0.00
POE	2107+66.40	203264.726	1560878.737	0.00

PERMANENT EASEMENT POINTS

STATION and OFFSET	DESCRIPTION	State Plane Coordinates	
		NORTH (Y)	EAST (X)
400+77.44, LT, 29.99		207100.753	1556463.138
401+00.00, LT, 30.00		207105.878	1556506.907
401+72.46, LT, 30.00		207053.908	1556575.054
401+72.22, LT, 54.00		207072.010	1556590.814
404+00.00, LT, 54.00		206921.579	1556760.835
406+23.43, LT, 48.00		206776.227	1556927.599
406+24.92, LT, 64.00		206787.837	1556938.624
408+07.96, LT, 55.00		206671.351	1557077.255
408+05.62, LT, 30.00		206652.536	1557060.630
411+50.00, LT, 20.00		206456.366	1558339.144
412+25.00, LT, 14.00		206418.511	1557403.481
416+04.00, LT, 18.00		206242.361	1557740.119
422+00.00, LT, 40.00		205957.219	1558267.257
424+00.00, LT, 60.00		205851.869	1558442.594
426+50.00, LT, 85.00		205693.606	1558662.224
427+50.00, LT, 100.00		205543.907	1558719.236
427+50.00, LT, 30.00		205546.639	1558649.289
427+96.65, LT, 30.00		205500.021	1558647.469
428+25.57, RT, 30.00		205473.471	1558586.386
428+89.80, LT, 30.00		205406.943	1558643.833
430+70.00, LT, 30.00		205226.883	1558636.800
430+70.00, LT, 100.00		205224.150	1558706.746
430+70.00, RT, 30.00		205229.224	1558576.845
430+70.00, RT, 50.00		205230.005	1558556.861
431+50.00, LT, 40.00		205146.553	1558643.669
432+75.00, LT, 35.00		205012.904	1558623.227
432+75.00, RT, 30.00		205034.268	1558561.838
434+75.00, LT, 20.00		204850.246	1558514.658
434+50.00, RT, 40.00		204887.446	1558460.800
435+75.00, LT, 20.00		204767.441	1558534.158
435+50.00, RT, 50.00		204759.497	1558459.610
436+50.00, RT, 20.00		204688.468	1558561.253
437+25.00, LT, 20.00		204685.647	1558646.206
439+00.00, LT, 20.00		204598.051	1558798.053
439+00.00, RT, 20.00		204563.707	1558777.548
439+50.00, LT, 20.00		204555.946	1558839.920
440+00.00, LT, 30.00		204499.249	1558866.469
440+00.00, RT, 20.00		204497.622	1558816.496
440+50.00, LT, 50.00		204429.421	1558871.510
442+50.00, RT, 40.00		204275.310	1558709.677
443+00.00, LT, 40.00		204213.441	1558780.543
446+00.00, LT, 50.00		203905.064	1558761.923
446+00.00, RT, 30.00		203926.166	1558684.756
448+32.29, RT, 27.08		203697.299	1558609.669
448+50.00, LT, 20.00		203691.449	1558658.726
449+65.00, LT, 15.00		203639.536	1558743.715
451+50.00, LT, 15.00		203573.481	1558914.487
454+60.00, LT, 23.00		203521.495	1559220.259
456+50.00, LT, 50.00		203528.027	1559408.760
457+50.00, LT, 50.00		203507.311	1559513.078
458+75.00, LT, 25.00		203458.022	1559628.309
461+00.00, LT, 25.00		203427.365	1559851.841
463+50.00, LT, 25.00		203377.902	1560096.818
466+00.00, LT, 12.79		203326.927	1560340.654
91+69.48, RT, 40.55		206607.995	1558450.027
91+31.17, RT, 32.73		206568.264	1558498.207
92+30.35, LT, 55.22		206506.289	1558452.573
97+00.00, LT, 50.00		206136.908	1558147.940
97+55.00, LT, 40.00		206098.832	1558112.354
99+70.00, LT, 55.00		206004.089	1558260.884

SCALE: 1"=200

TOWN BRANCH TRAIL
COORDINATE CONTROL SHEET

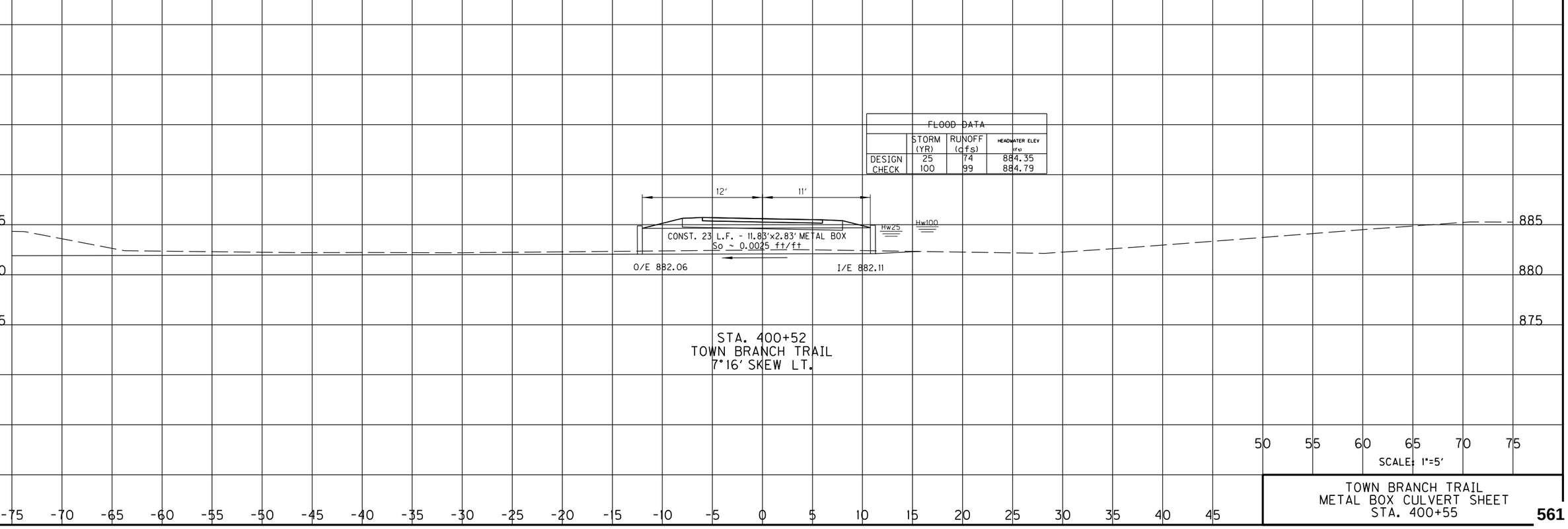
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USER: stephen
DATE PLOTTED: March 28, 2017
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R23

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		METAL BOX 11.83'x2.83'
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"				
LINEAR FEET														FT		LIN FT
													M	0.6		23

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	74	884.35
CHECK	100	99	884.79



STA. 400+52
TOWN BRANCH TRAIL
7°16' SKEW LT.

TOWN BRANCH TRAIL
METAL BOX CULVERT SHEET
STA. 400+55

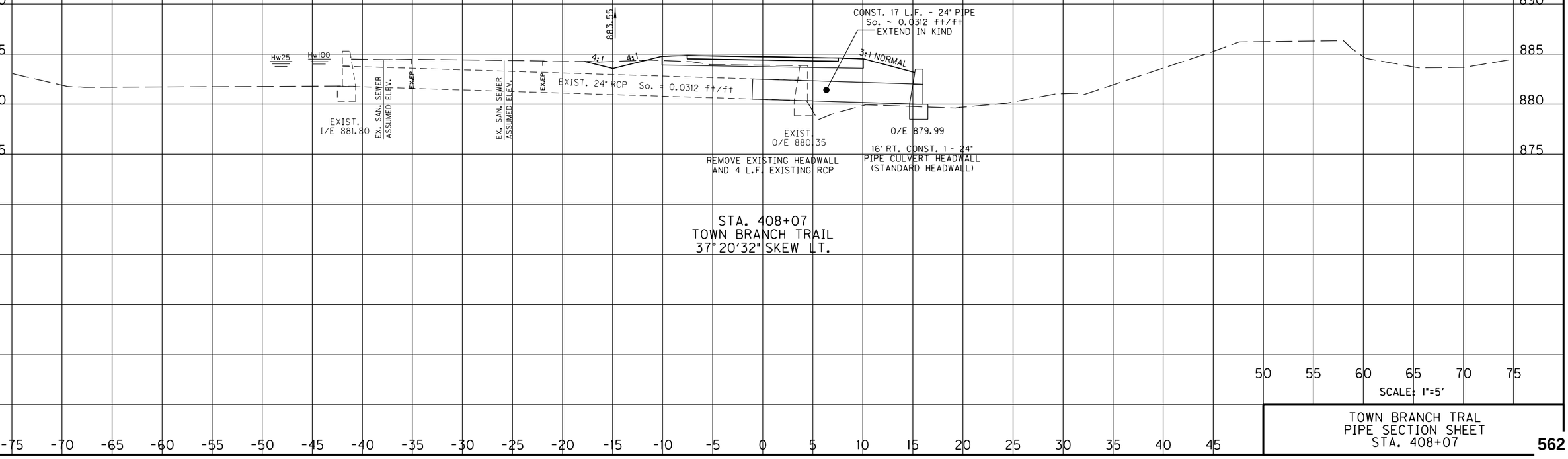
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R24

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		24" PIPE CULVERT HEADWALL														
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"																		
LINEAR FEET														FT		EACH														
									17				M	2		1														

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	34	884.27
CHECK	100	41	884.51



TOWN BRANCH TRAL
PIPE SECTION SHEET
STA. 408+07

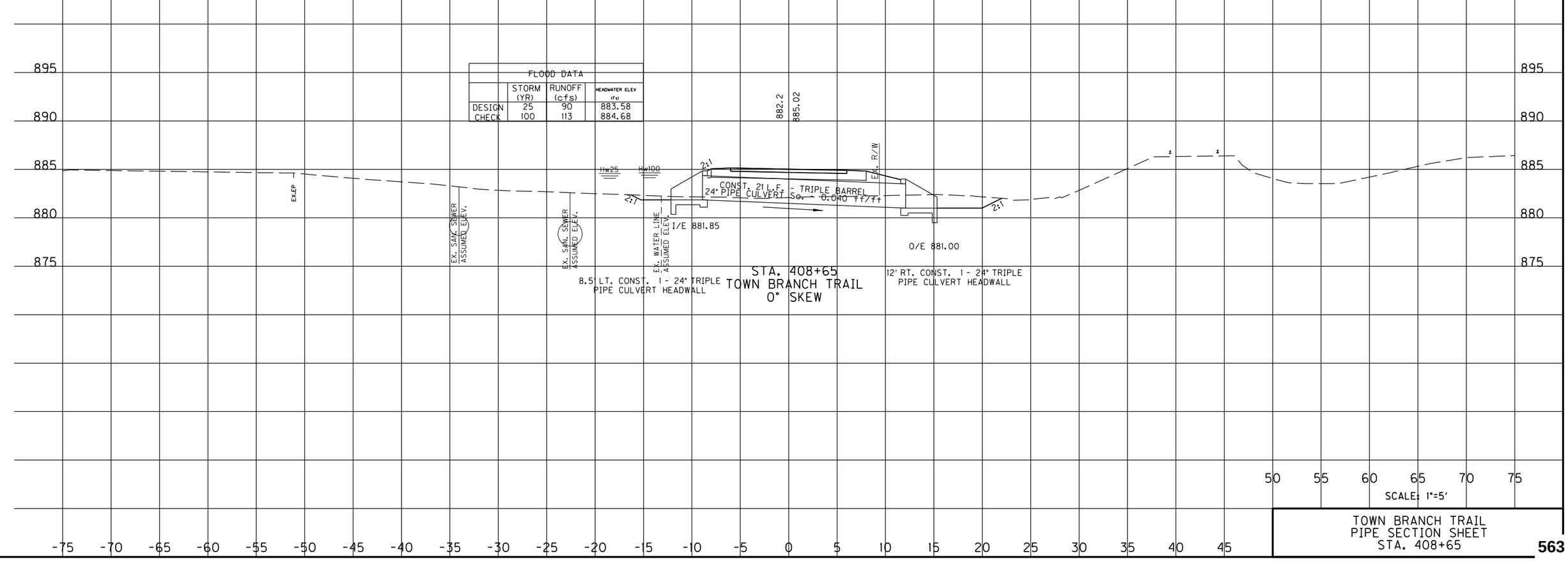
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R25

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		24' TRIPLE BARREL PIPE CULVERT HEADWALL
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"				
LINEAR FEET														FT		EACH
									63				M	2		2

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	90	883.58
CHECK	100	113	884.68



SCALE: 1"=5'

TOWN BRANCH TRAIL
PIPE SECTION SHEET
STA. 408+65

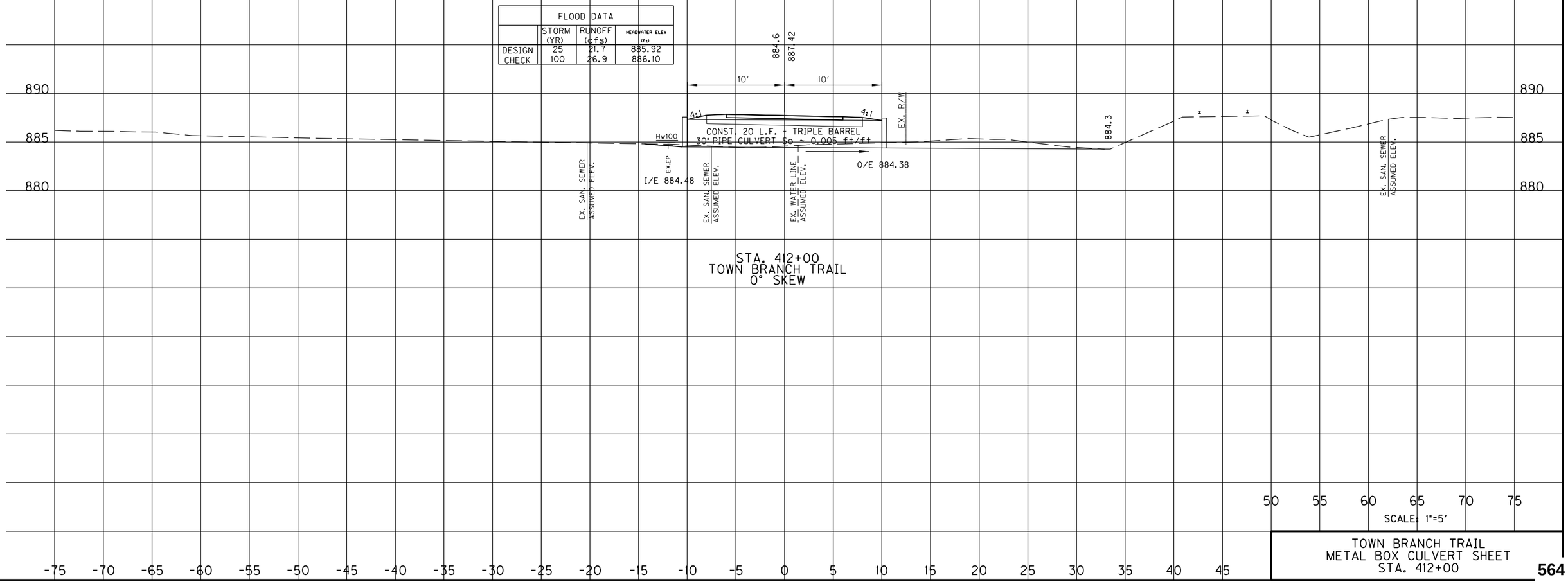
Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: January 27, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R26

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		METAL BOX 11.83'x2.83'		30° TRIPLE BARREL PIPE CULVERT HEADWALL
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"						
LINEAR FEET														FT		LIN FT		EACH
										60			M	0.6				2

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	21.7	885.92
CHECK	100	26.9	886.10



STA. 412+00
TOWN BRANCH TRAIL
0° SKEW

SCALE: 1"=5'

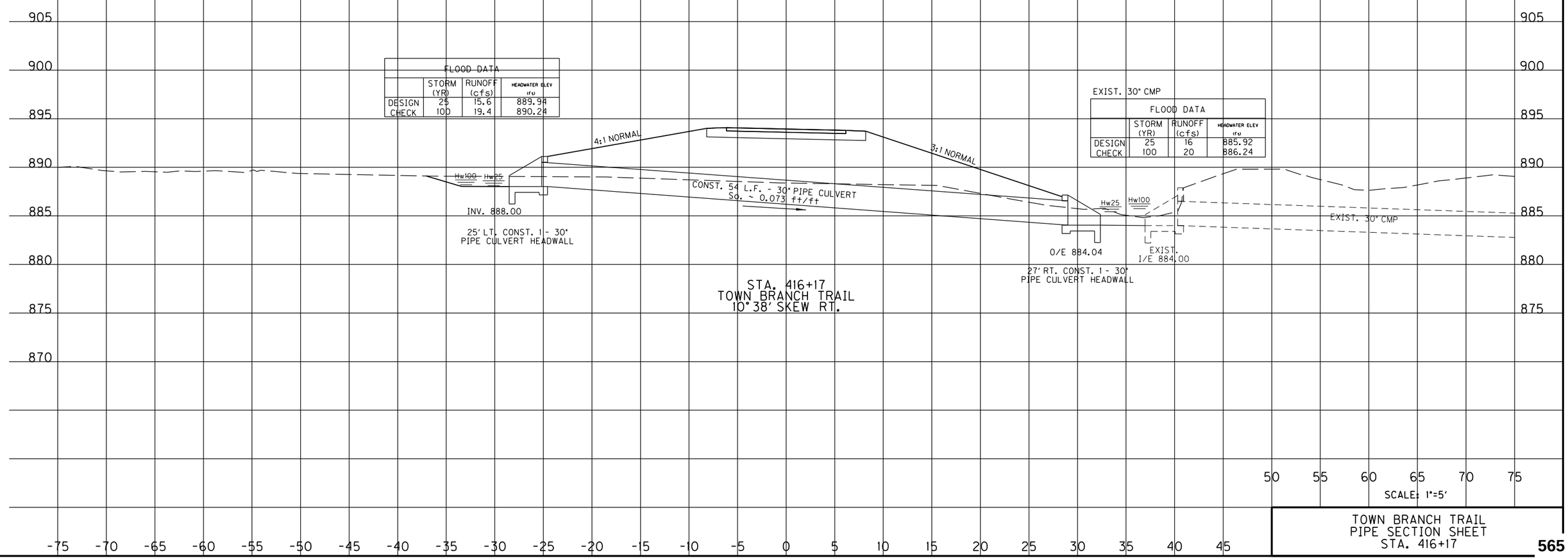
TOWN BRANCH TRAIL
METAL BOX CULVERT SHEET
STA. 412+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R27

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT				30" PIPE CULVERT HEADWALL											
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"																	
LINEAR FEET														FT				EACH											
				54									M	7				2											



TOWN BRANCH TRAIL
PIPE SECTION SHEET
STA. 416+17

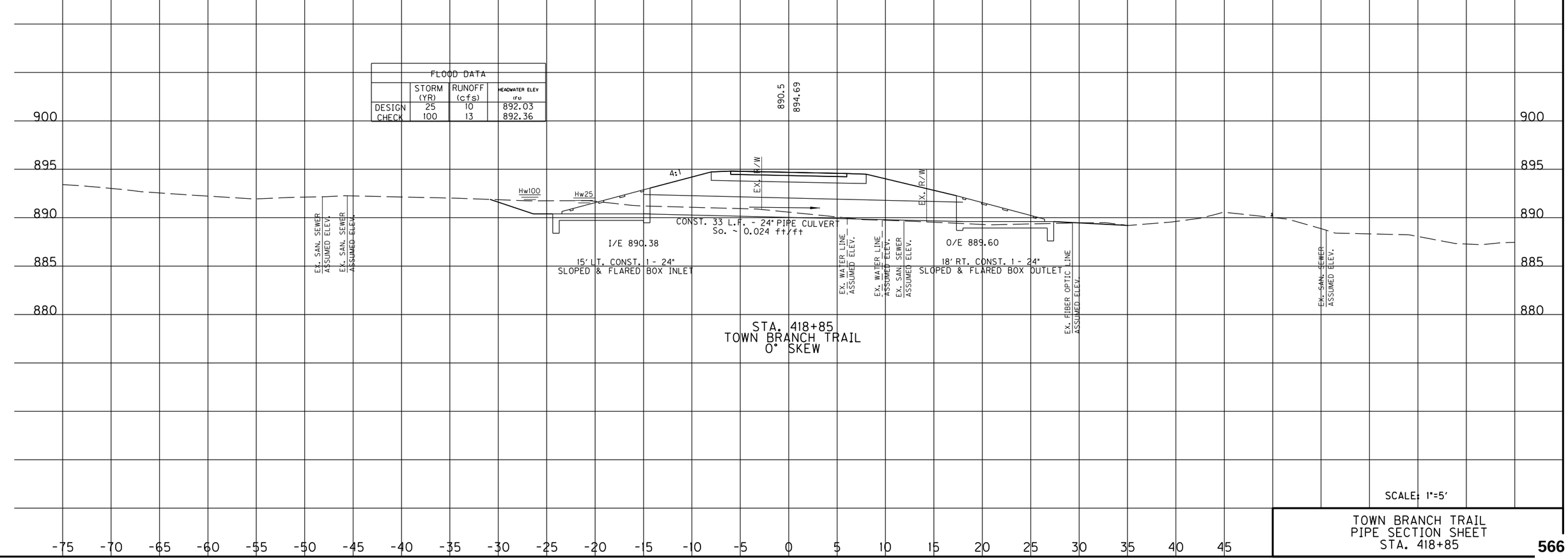
Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: January 27, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R28

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		24" S&F BOX INLET/OUTLET
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"				
LINEAR FEET														FT		EACH
									33				M	3		2

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	10	892.03
CHECK	100	13	892.36



SCALE: 1"=5'

TOWN BRANCH TRAIL
PIPE SECTION SHEET
STA. 418+85

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen | DATE PLOTTED: January 27, 2020 | FILE NAME: c:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R29

STORM SEWER PIPE

12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"	DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		36" DOUBLE PIPE CULVERT HEADWALL
L I N E A R F E E T														FT		EACH
											72		M	3		2
											228		M	24		2

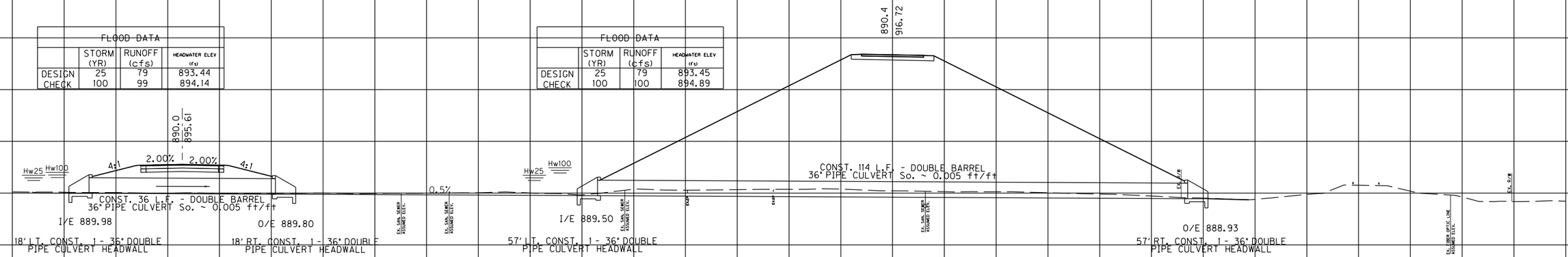
950
940
930
920
910
900
890
880
870

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	79	893.44
CHECK	100	99	894.14

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	79	893.45
CHECK	100	100	894.89



STA. 207+00
TREATMENT PLANT SERVICE ROAD
0° SKEW

STA. 426+00
TOWN BRANCH TRAIL
0° SKEW

-170 -160 -150 -140 -130 -120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120 130

SCALE: 1"=10'

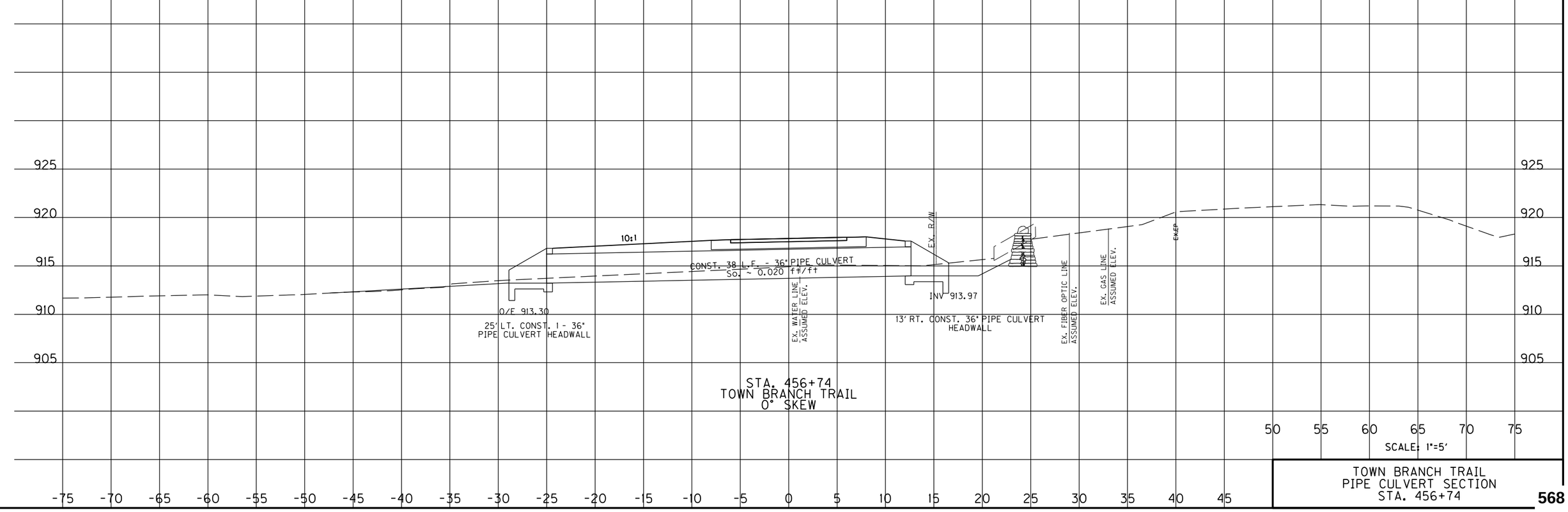
TOWN BRANCH TRAIL / SERVICE ROAD
PIPE CULVERT SECTIONS
STA. 207+00 & 426+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R30

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT			36" PIPE CULVERT HEADWALL											
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"																
LINEAR FEET														FT		EACH	EACH											
											38		M	4			2											



STA. 456+74
TOWN BRANCH TRAIL
0° SKEW

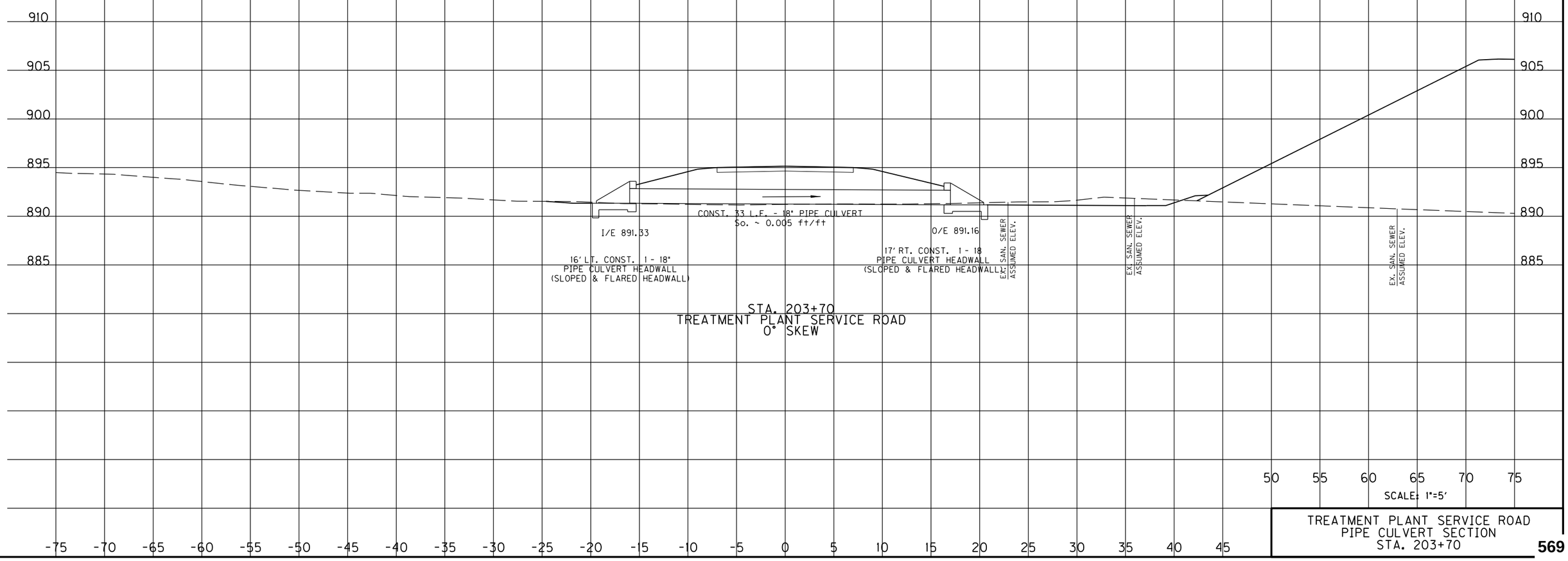
TOWN BRANCH TRAIL
PIPE CULVERT SECTION
STA. 456+74

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R31

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		18" PIPE CULVERT HEADWALL										
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"														
LINEAR FEET														FT		EACH										
								33					M	2		2										



TREATMENT PLANT SERVICE ROAD
PIPE CULVERT SECTION
STA. 203+70

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: January 27, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R32

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		36" TRIPLE BARREL PIPE CULVERT HEADWALL
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"				
LINEAR FEET														FT		EACH
											87		M	2		2

MATCHLINE

0.5%

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	99	894.51
CHECK	00	115	894.83

891.8

896.18

HW25

HW00

CONST. 29 L.F. - TRIPLE BARREL
36" PIPE CULVERT So. = 0.010 ft/ft

I/E 891.53

O/E 891.24

14' LT. CONST. 1 - 36" TRIPLE PIPE CULVERT HEADWALL

15' RT. CONST. 1 - 36" TRIPLE PIPE CULVERT HEADWALL

STA. 211+00
TREATMENT PLANT SERVICE ROAD
0° SKEW

EX. SAN. SEWER ASSUMED ELEV.

EX. SAN. SEWER ASSUMED ELEV.

MATCHLINE

0.5%

905 900 895 890 885

75 80 85 90 95 100 105 110 115 120 125 130 135 140 145 150 155 160 165 170 175 180 185 190 195 200 205 210 215 220

-75 -70 -65 -60 -55 -50 -45 -40 -35 -30 -25 -20 -15 -10 -5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

SCALE: 1"=5'

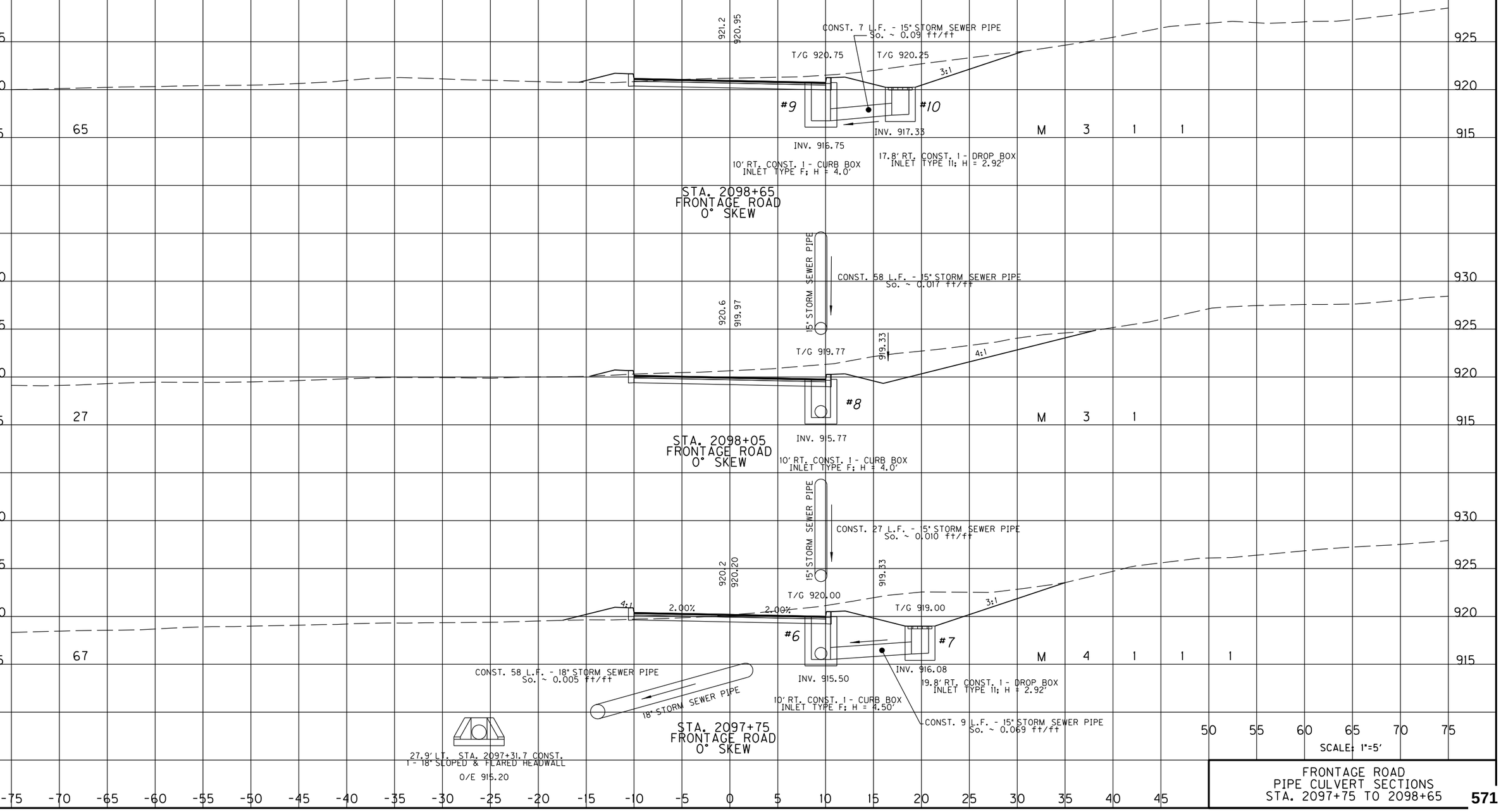
TREATMENT PLANT SERVICE ROAD
PIPE CULVERT SECTION
STA. 211+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R33

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT	CURB BOX INLET TYPE F	DROP BOX INLET TYPE II	18" PIPE CULVERT HEADWALL
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"					
LINEAR FEET														FT	EACH	EACH	EACH
	65												M	3	1	1	
	27												M	3	1		
	67												M	4	1	1	1



SCALE: 1"=5'

FRONTAGE ROAD
PIPE CULVERT SECTIONS
STA. 2097+75 TO 2098+65

E-FILE NAME=C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE
USER=stephen
DATE PLOTTED: January 27, 2020
Power InRoads v8.11.9.397

PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R34

STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		DBI TYPE 11		CURB BOX INLET TYPE F		18" PIPE CULVERT HEADWALL						
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"														
LINEAR FEET														FT		EACH		EACH		EACH						
		163											M	3				1								
		249											M	2				1								

TO CBI RT. STA. 2107+65

18" STORM SEWER PIPE

CONST. 163 L.F. - 18" STORM SEWER PIPE
So. ~ 0.012 ft/ft

BLDG.

910.2
910.22

8% 2%

-2.0%

T/G 910.02

TOWN BRANCH TRAIL

OLD FRANKFORT PIKE

#5

INV. 905.77

10' RT. CONST. 1 - CURB BOX
INLET TYPE F; H = 4.25'

EX. WATER LINE
ASSUMED ELEV.

EX. FIBER OPTIC LINE
ASSUMED ELEV.

EX.EP

STA. 2106+00
FRONTAGE ROAD
0° SKEW

18" STORM SEWER PIPE

CONST. 249 L.F. - 18" STORM SEWER PIPE
So. ~ 0.055 ft/ft

921.64

923.7
923.14

4:1 4:1 4%

-0.7%

T/G 922.40

3:1 3:1

TOWN BRANCH TRAIL

OLD FRANKFORT PIKE

#4

INV. 919.48

17' RT. CONST. 1 - DROP BOX
INLET TYPE 11; H = 2.92'

EX. WATER LINE
ASSUMED ELEV.

EX. FIBER OPTIC LINE
ASSUMED ELEV.

EX.EP

STA. 2103+50
FRONTAGE ROAD
0° SKEW

SCALE: 1"=5'

FRONTAGE ROAD
PIPE SHEET
STA. 2103+50 TO 2106+00

572

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

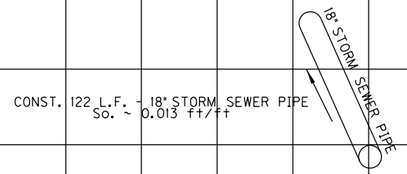
PIPE DRAINAGE SHEET

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	R35

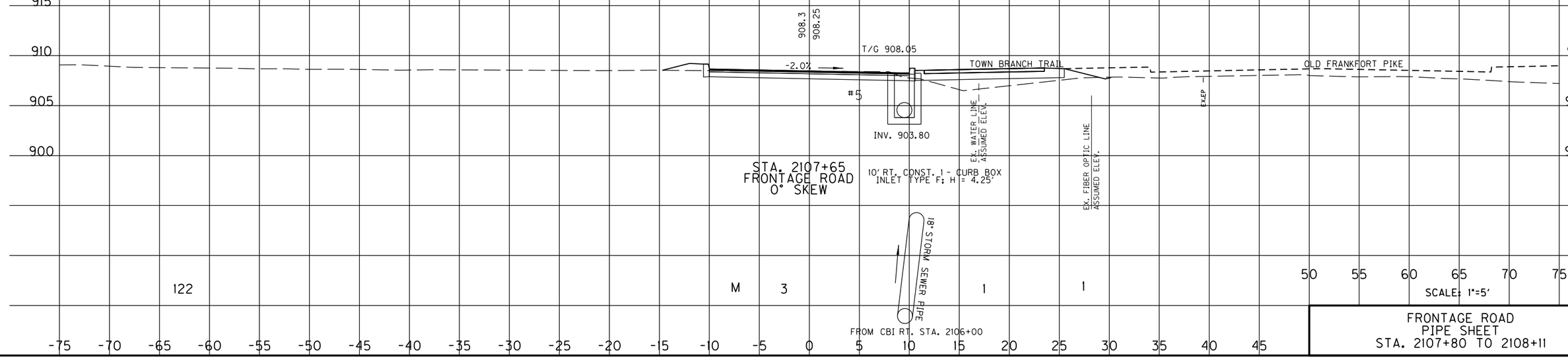
STORM SEWER PIPE							CULVERT PIPE						DESIGN PH LEVEL	MAXIMUM COVER HEIGHT		DBI TYPE 11		CURB BOX INLET TYPE F		18" PIPE CULVERT HEADWALL							
12"	15"	18"	24"	30"	36"	42"	15"	18"	24"	30"	36"	42"															
LINEAR FEET														FT		EACH		EACH		EACH							

CONST. 1 - 18" PIPE CULVERT HEADWALL
(SLOPED & FLARED HEADWALL -
31.5' LT. STA. 2108+80.5)

TO OUTFALL LT. STA. 2108+80.5



CONST. 122 L.F. - 18" STORM SEWER PIPE
So. = 0.013 ft/ft

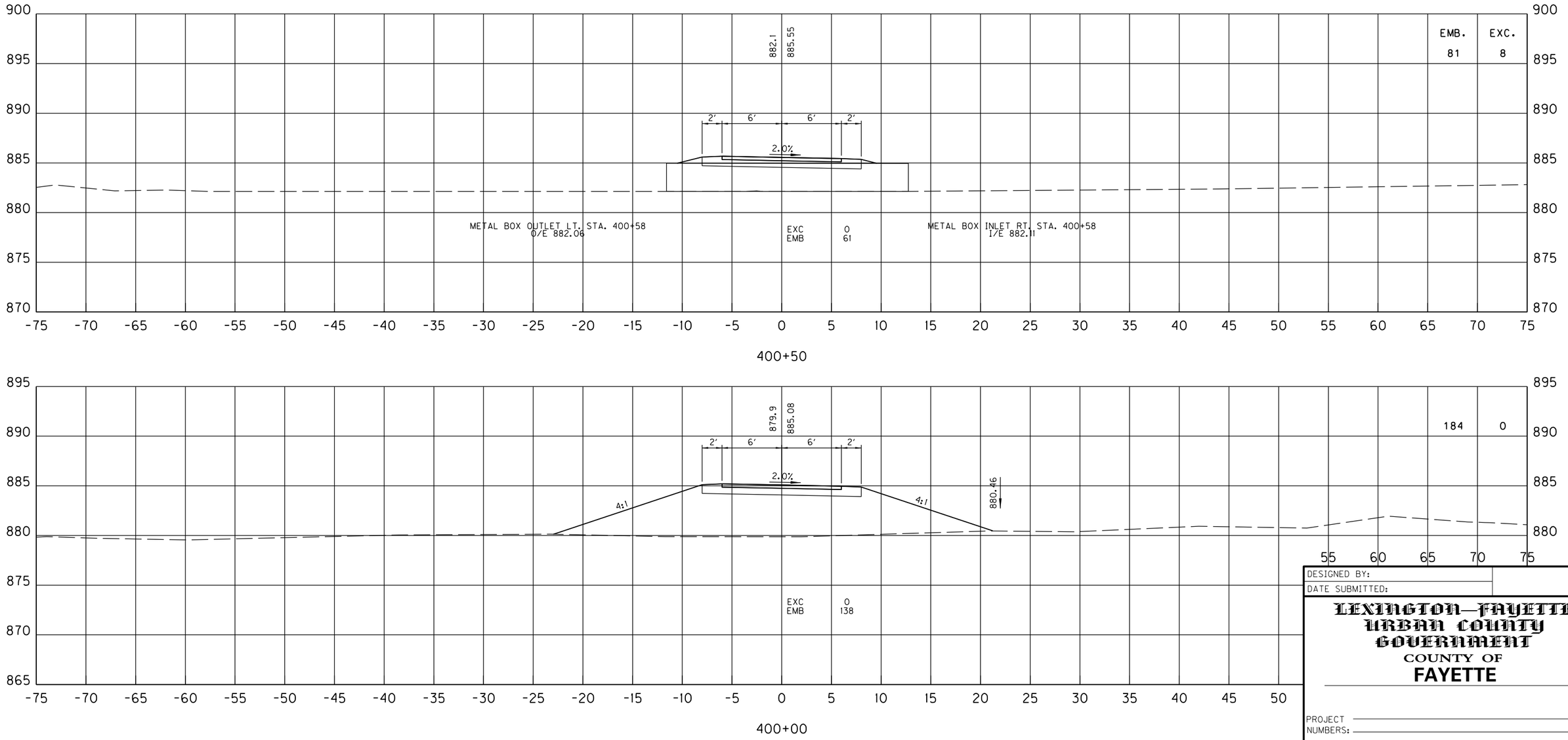


122 M 3 1 1

FRONTAGE ROAD
PIPE SHEET
STA. 2107+80 TO 2108+11

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22596\PIPE SHT.DGN
USER: stephen
DATE PLOTTED: January 27, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X1



SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

DESIGNED BY:

DATE SUBMITTED:

LEXINGTON—FAYETTE URBAN COUNTY GOVERNMENT

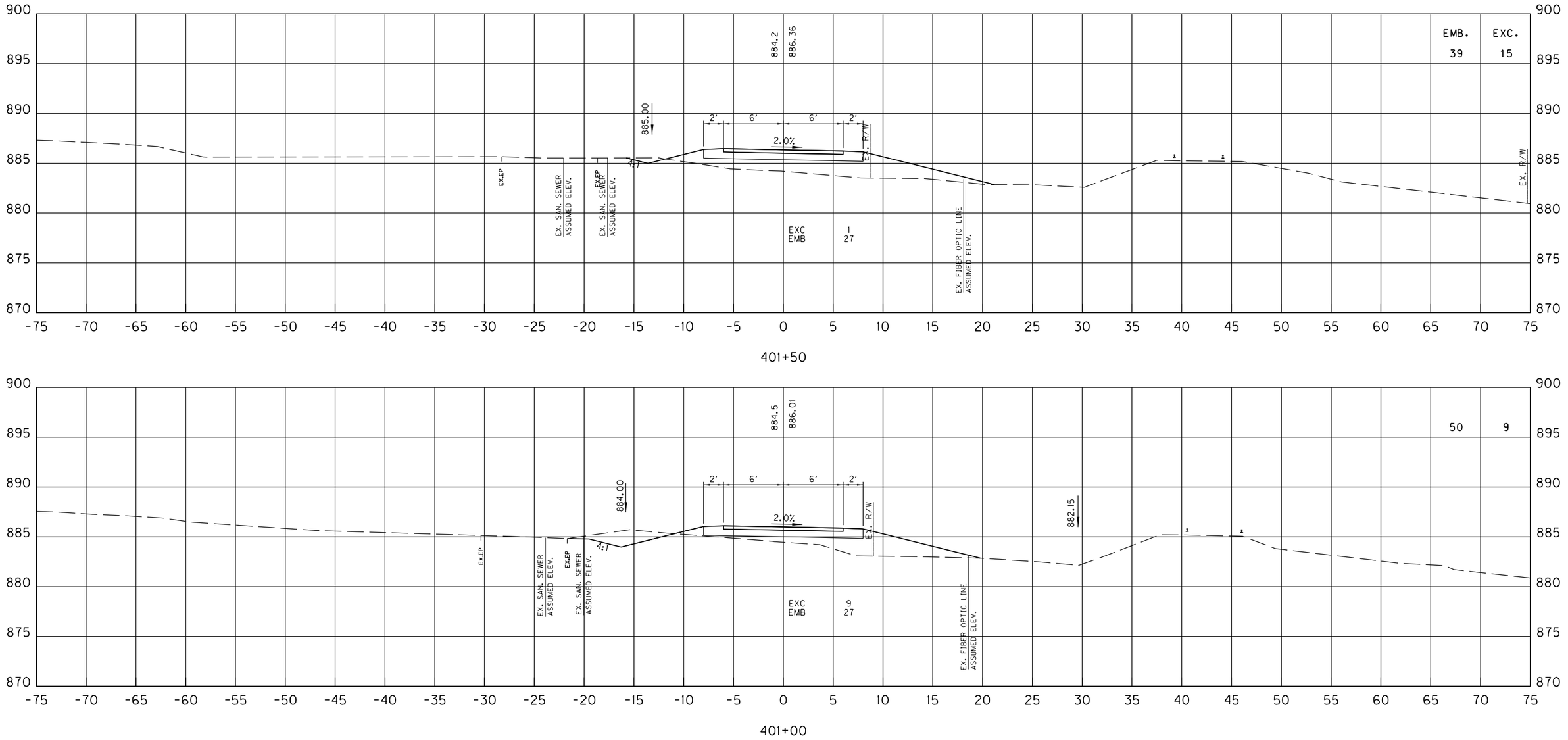
COUNTY OF FAYETTE

PROJECT NUMBERS:

STA. 400+00 TO STA. 400+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X2

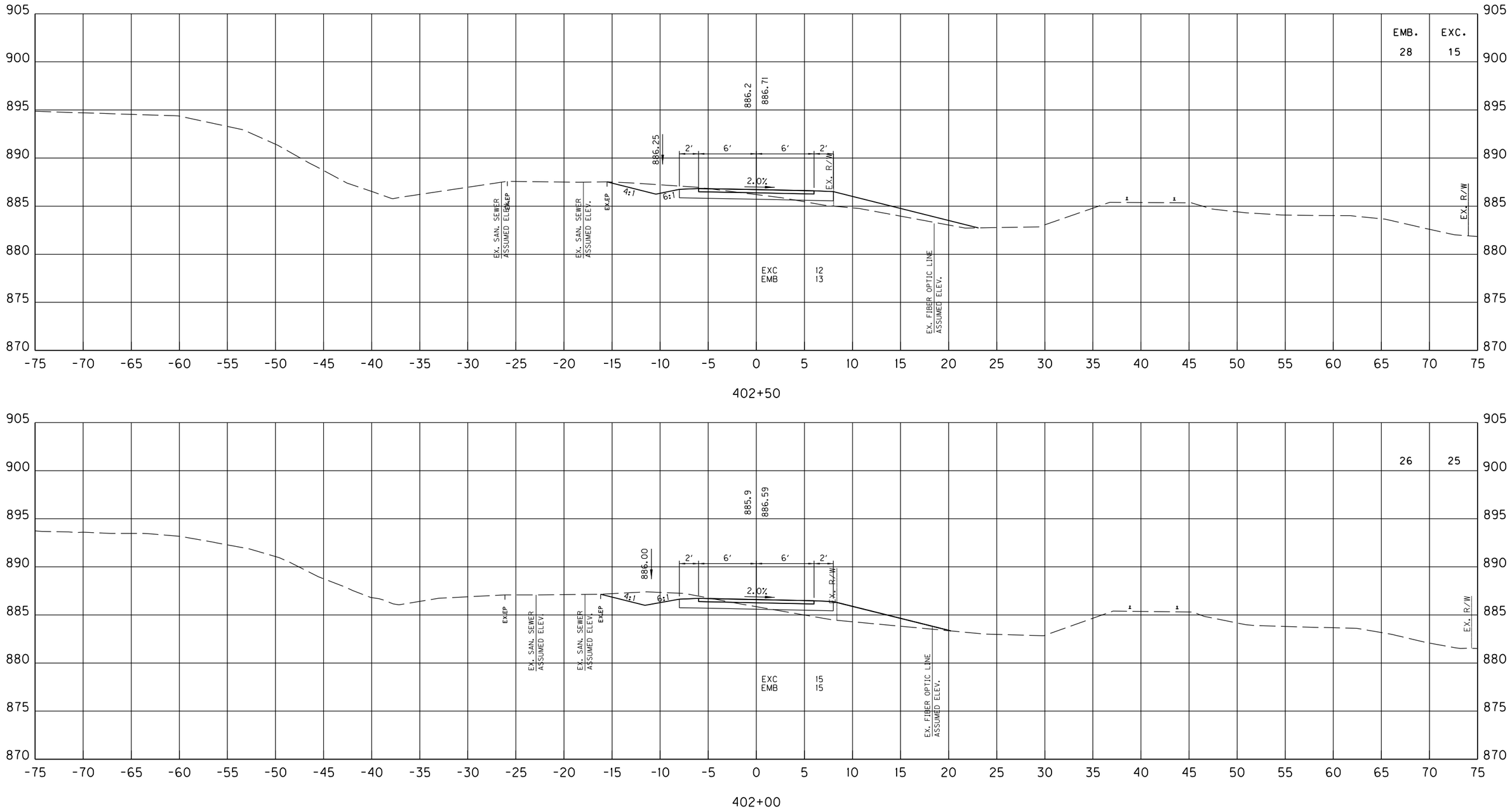


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 401+00 TO STA. 401+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X3



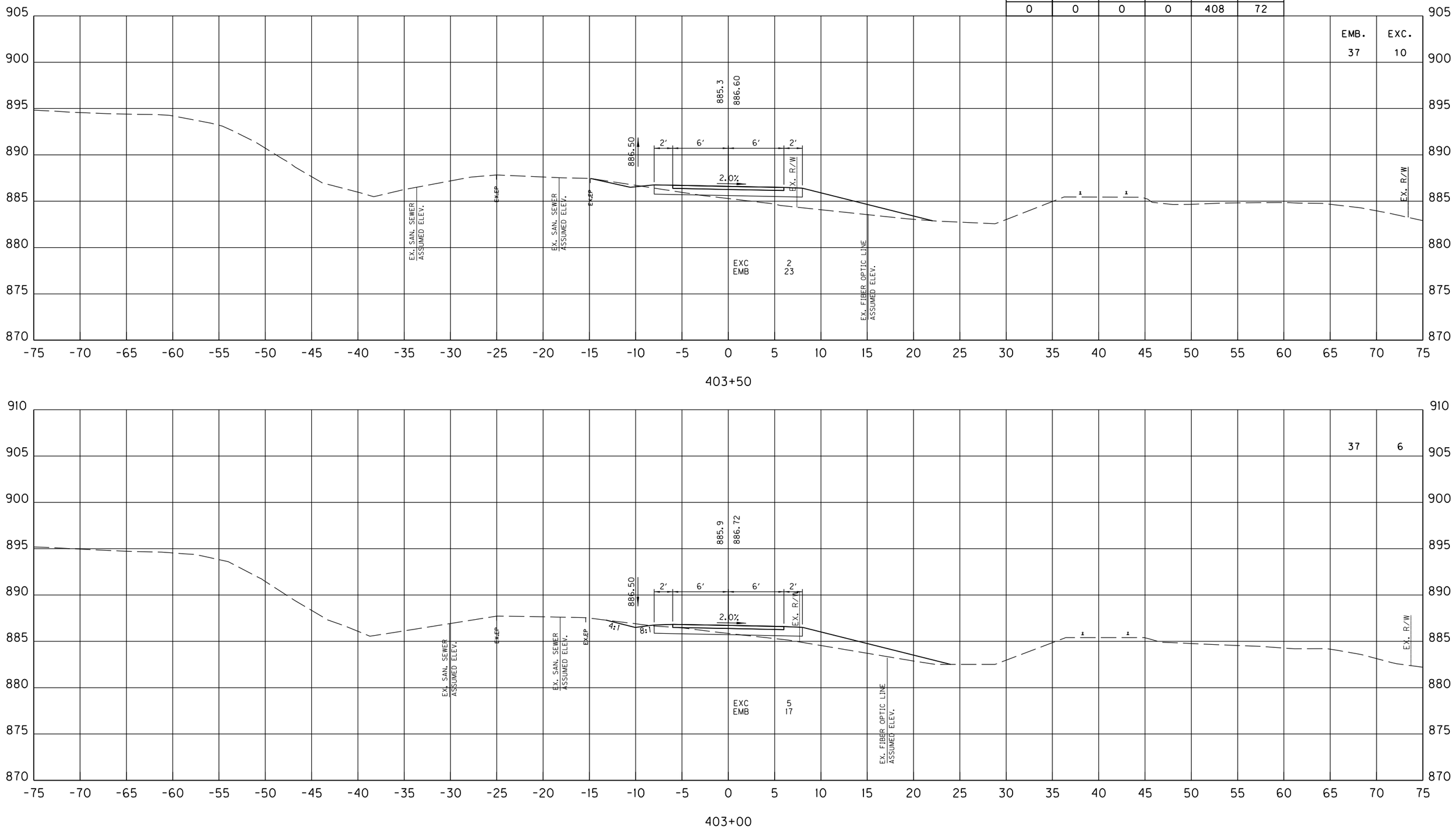
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 402+00 TO STA. 402+50

Power InRoads v8.11.9.397 E-SHEET NAME: USER: stephen DATE PLOTTED: October 30, 2020 FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X4

SHEET TOTALS P.O.B. TO STA. 403+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	408	72

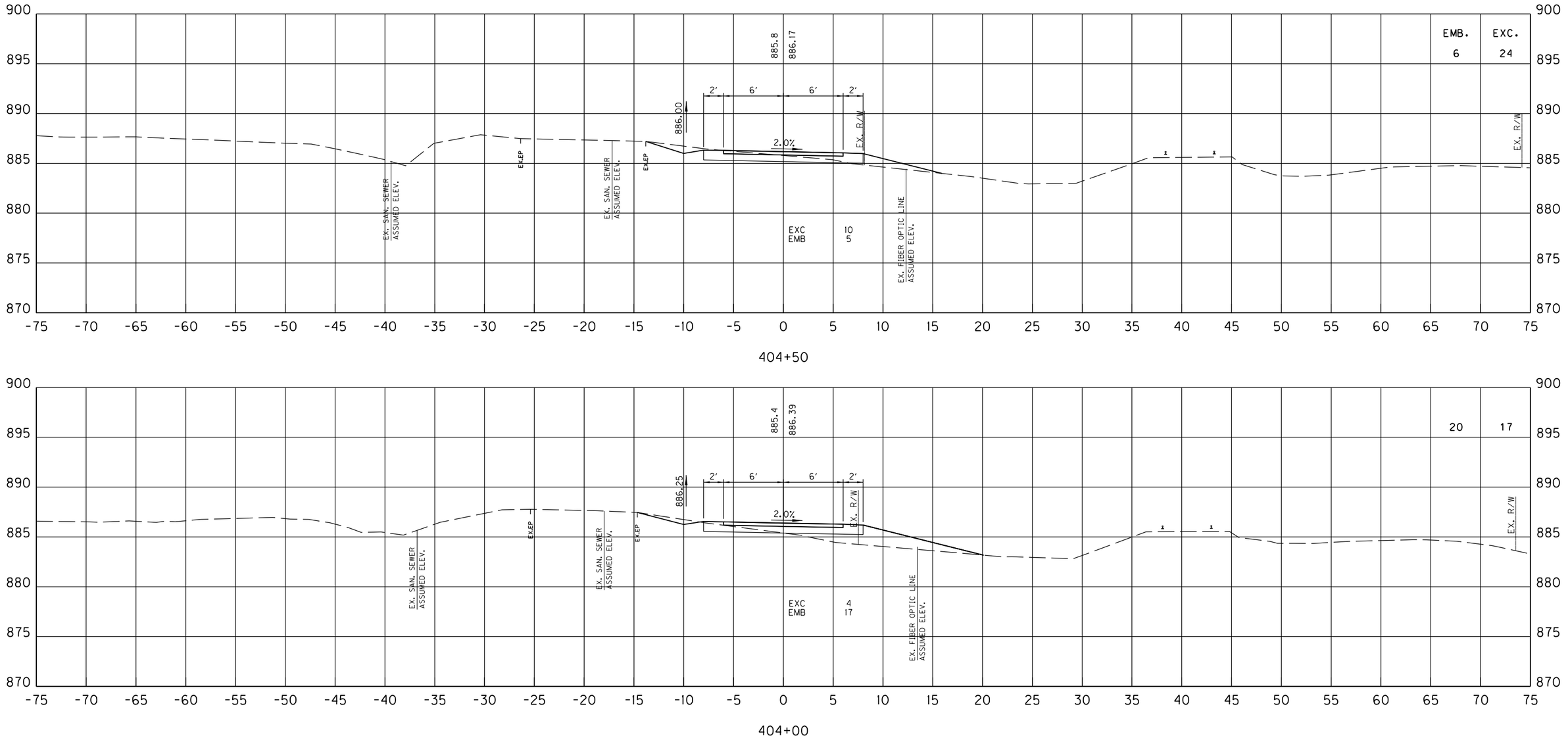


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 403+00 TO STA. 403+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X5

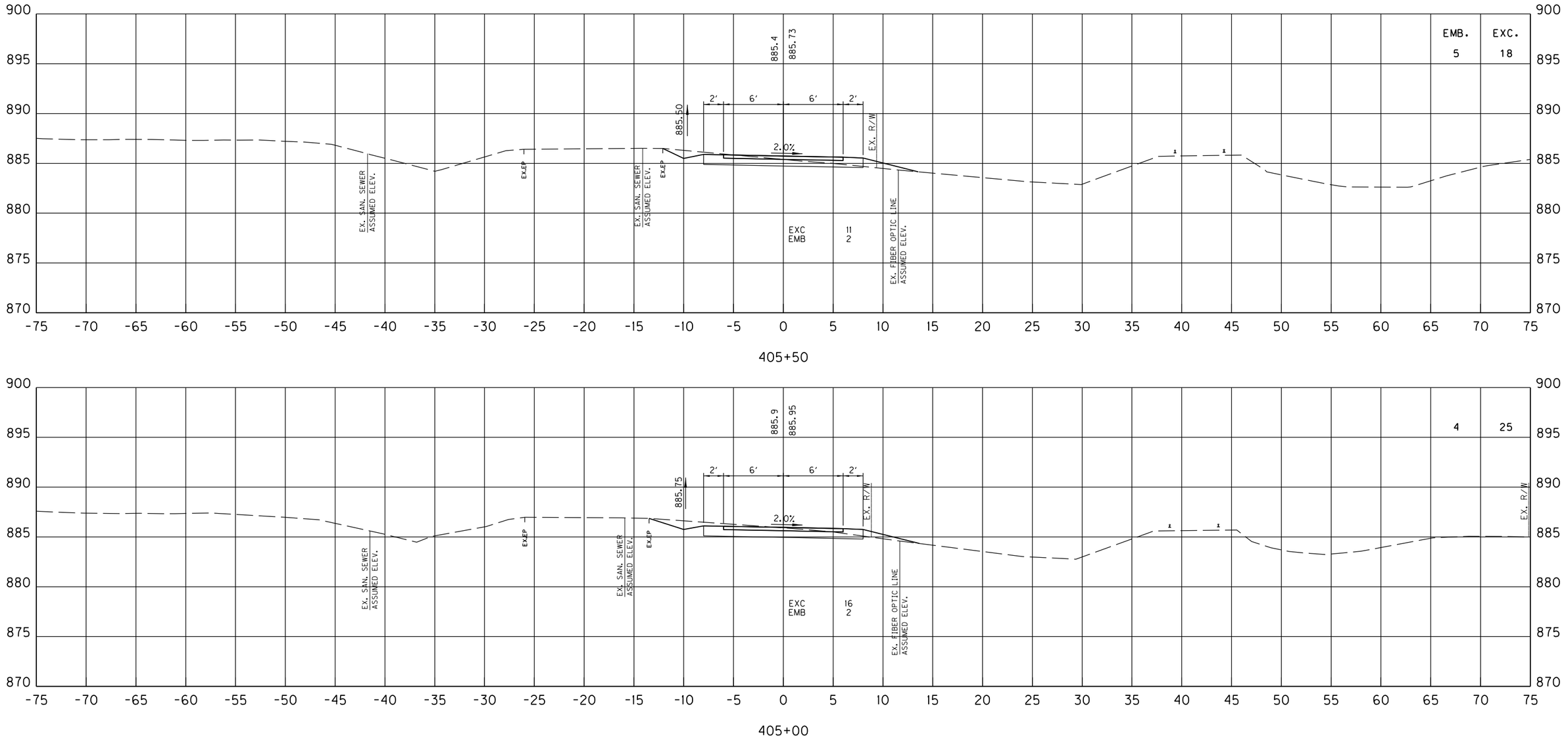


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 404+00 TO STA. 404+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X6

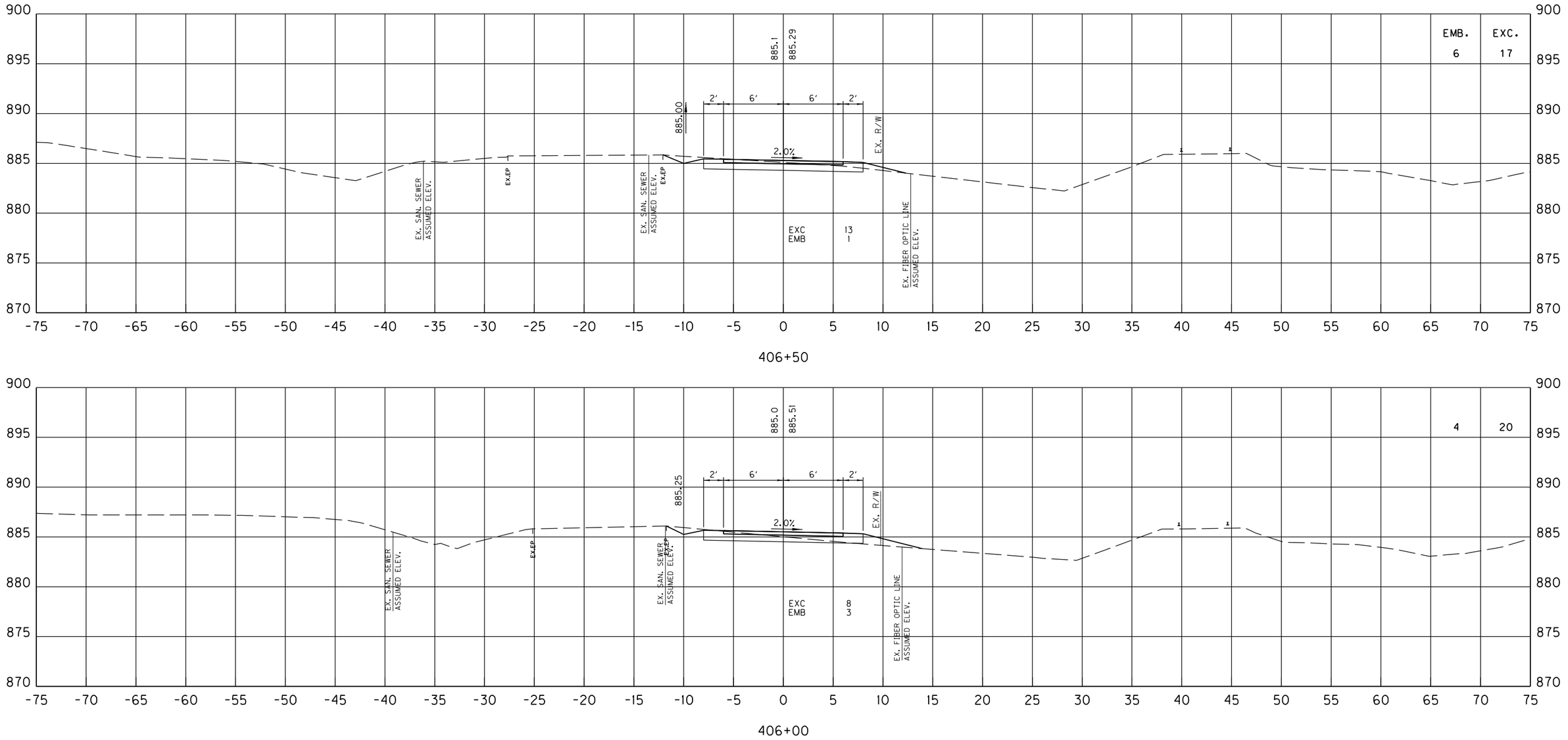


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 405+00 TO STA. 405+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X7

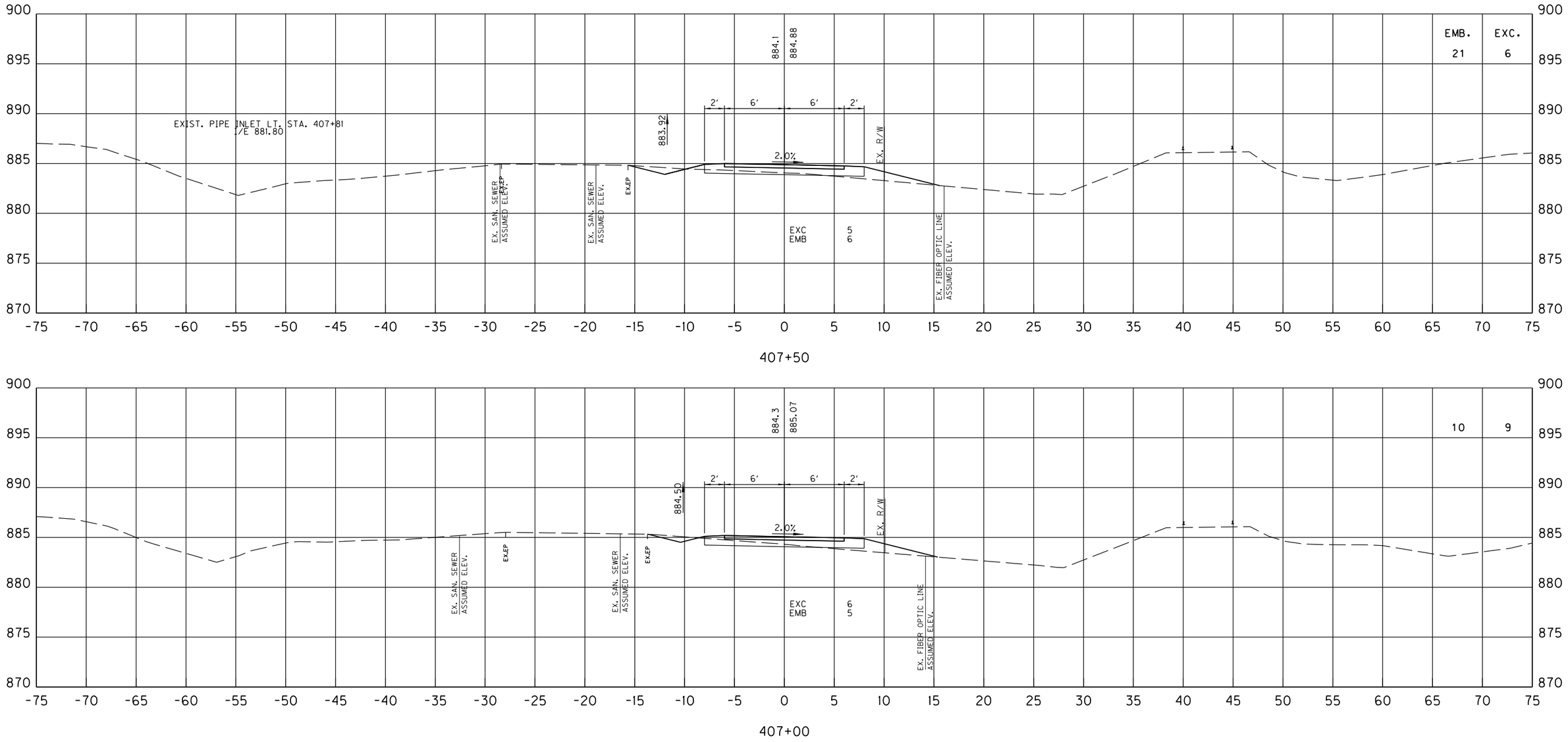


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 406+00 TO STA. 406+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X8



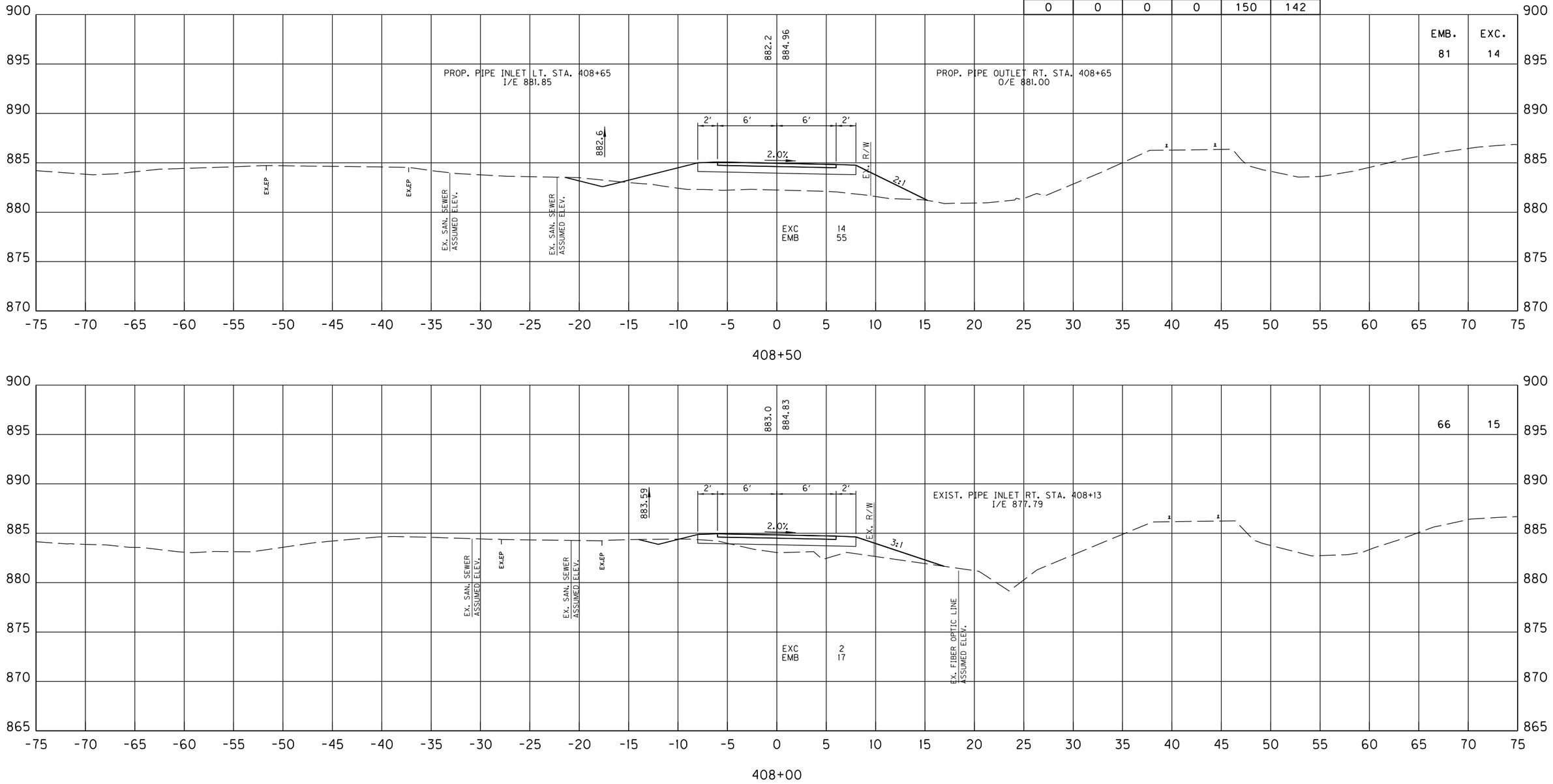
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 407+00 TO STA. 407+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X9

SHEET TOTALS STA. 403+00 TO 408+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	150	142

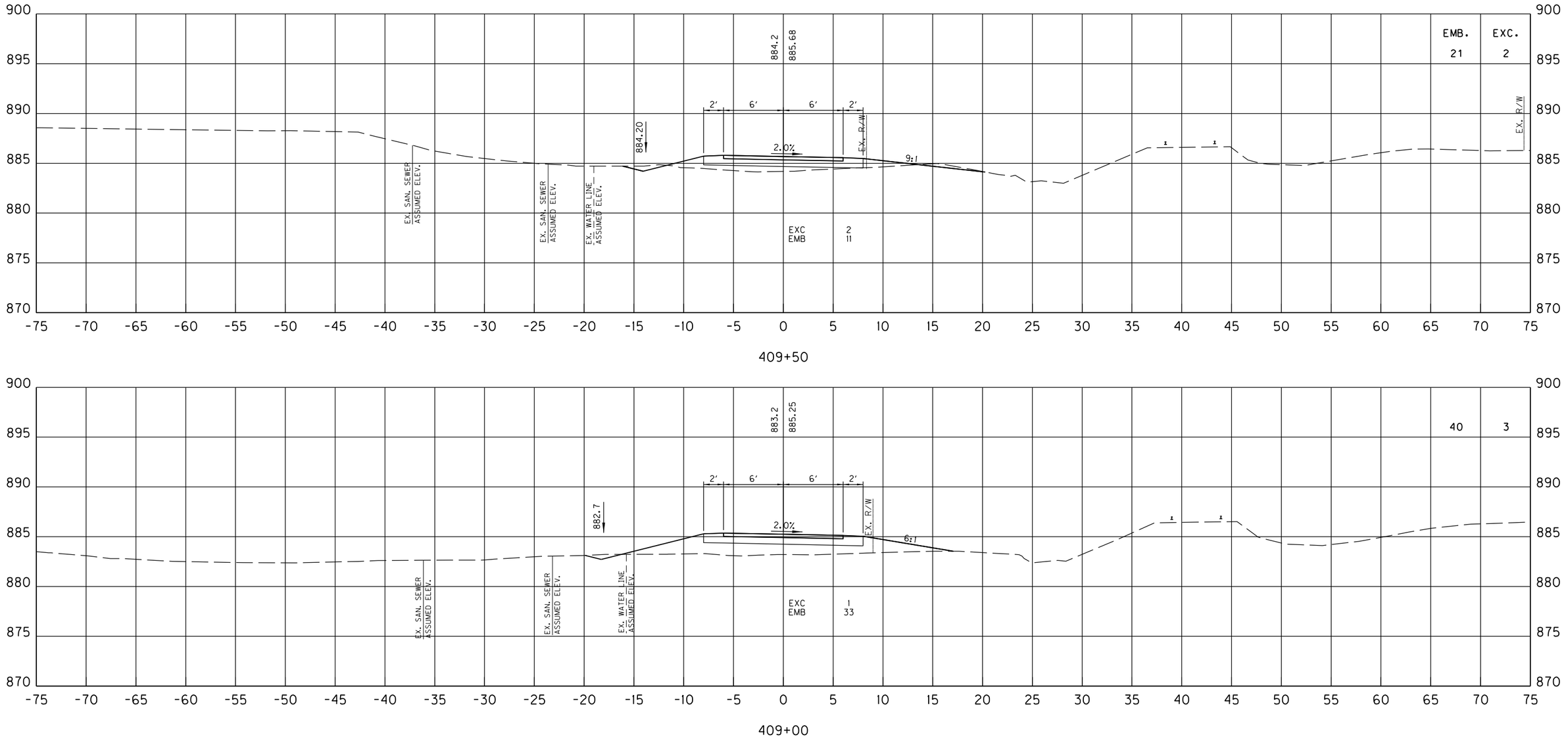


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 408+00 TO STA. 408+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X10

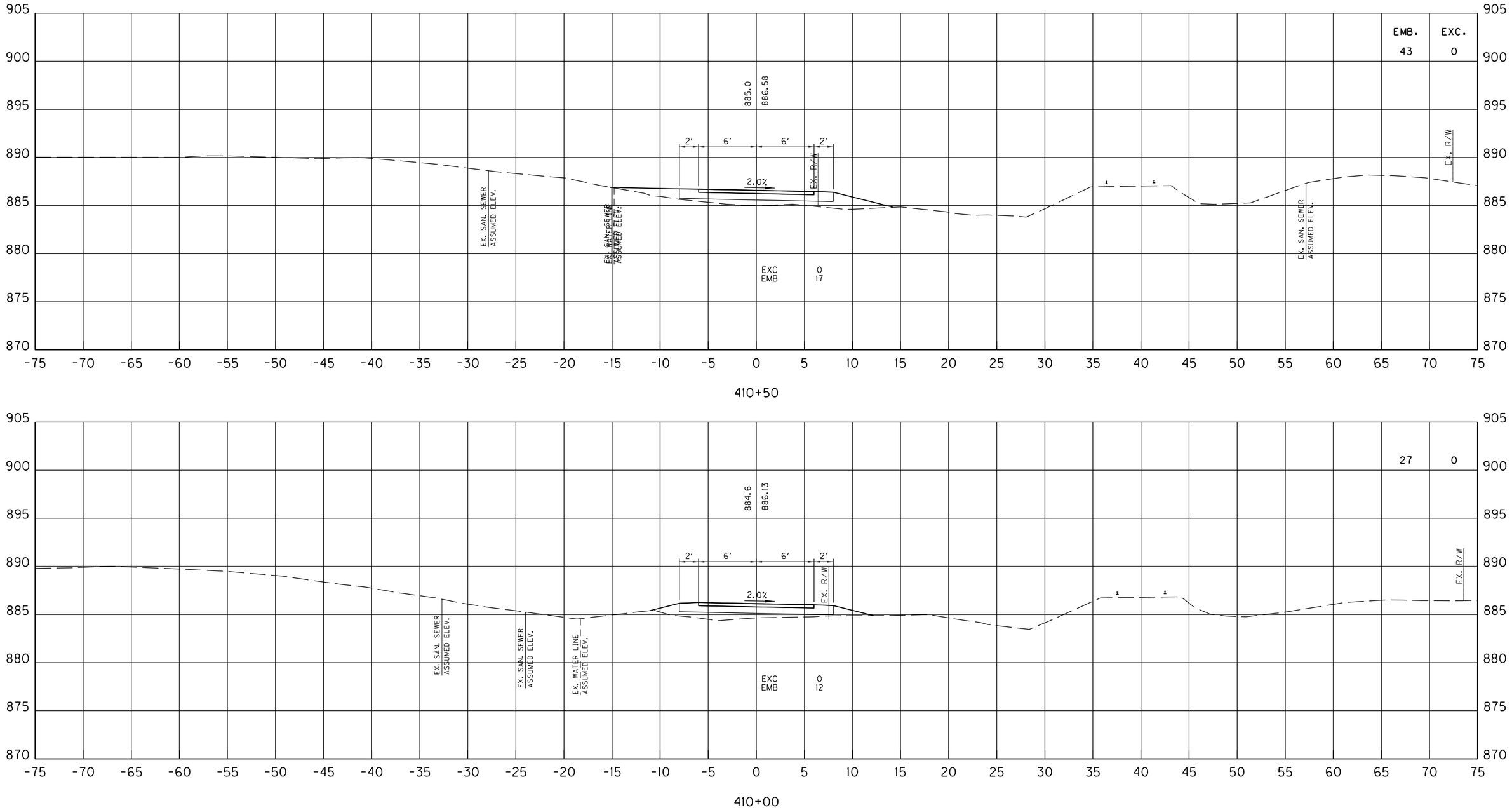


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 409+00 TO STA. 409+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XII

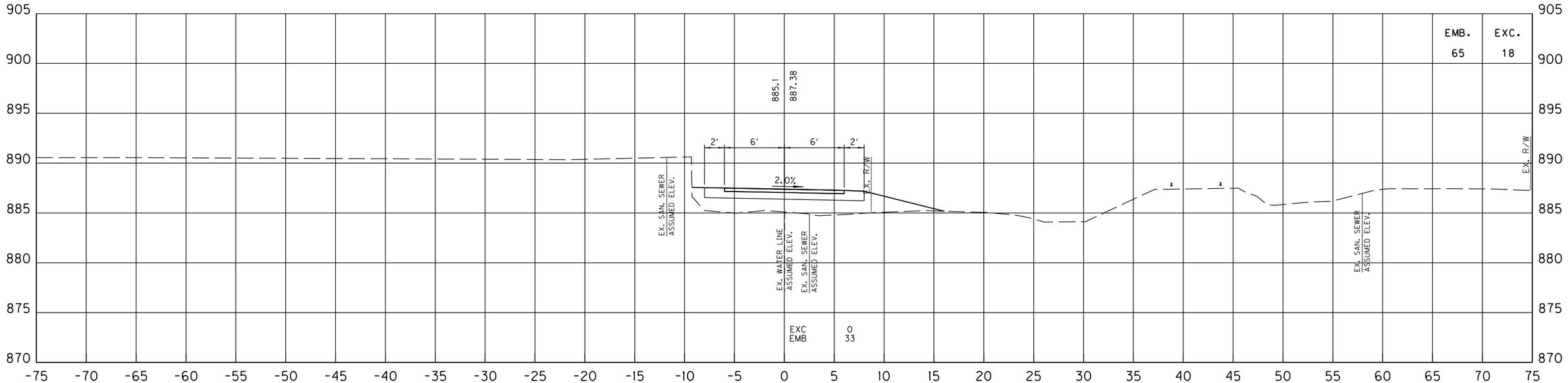


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 410+00 TO STA. 410+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XI2

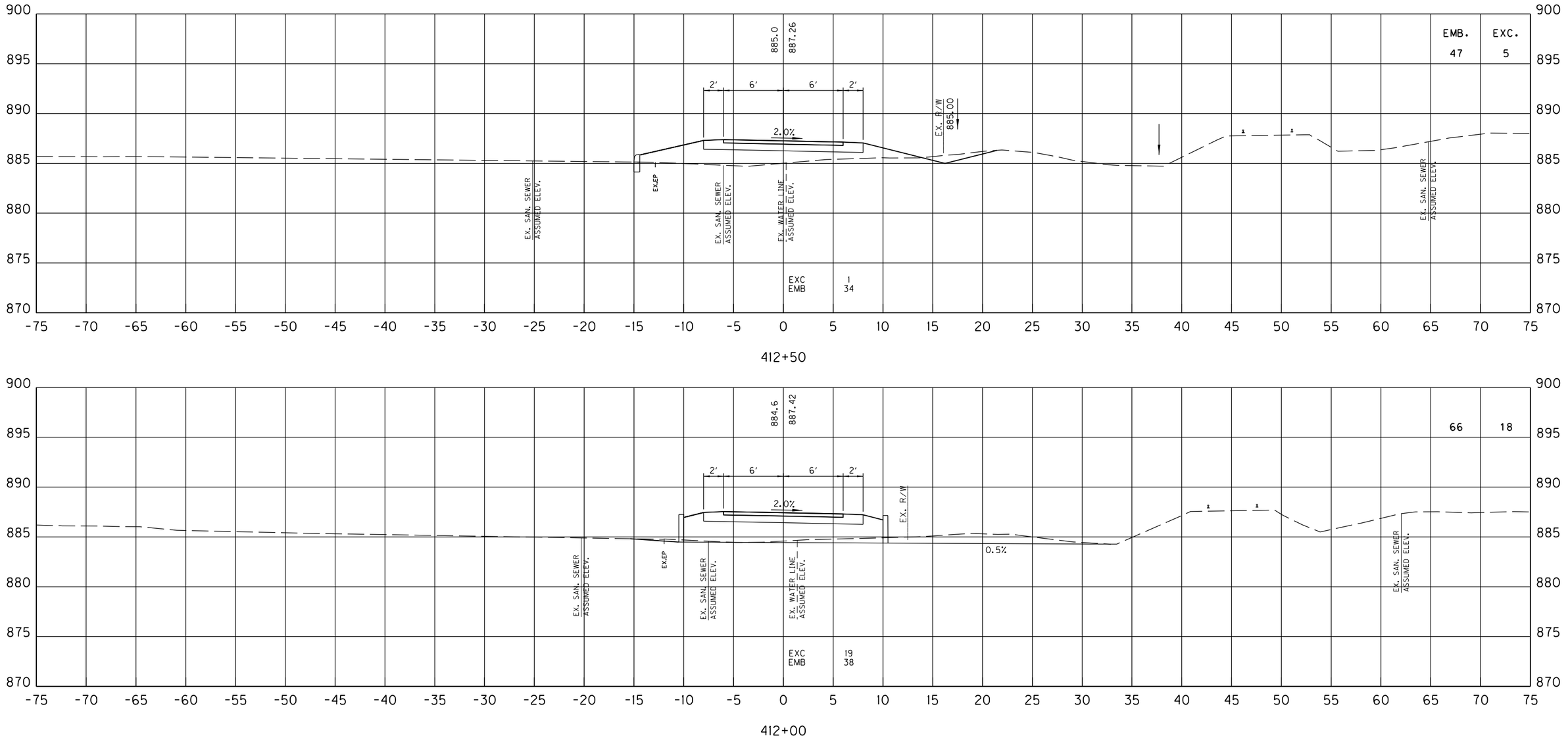


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 411+00 TO STA. 411+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X13

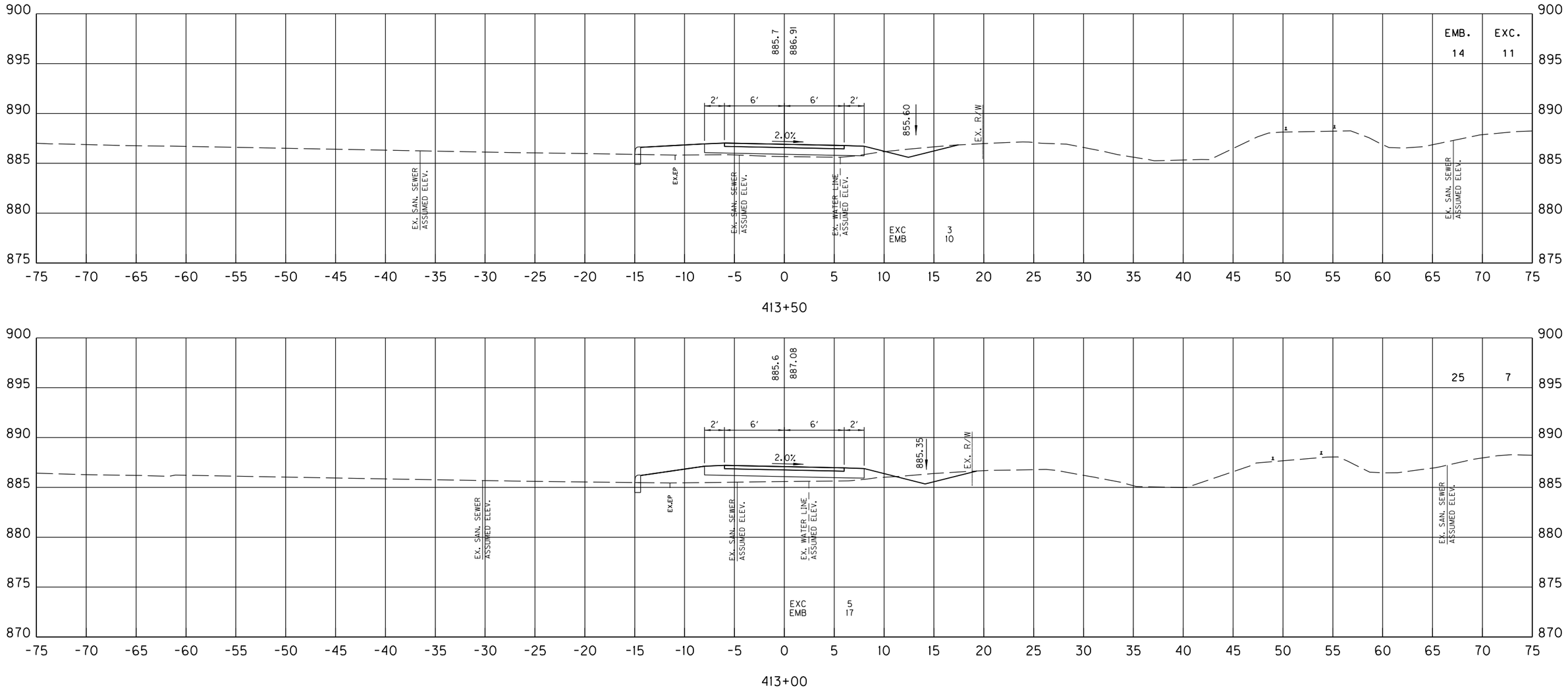


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 412+00 TO STA. 412+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X14



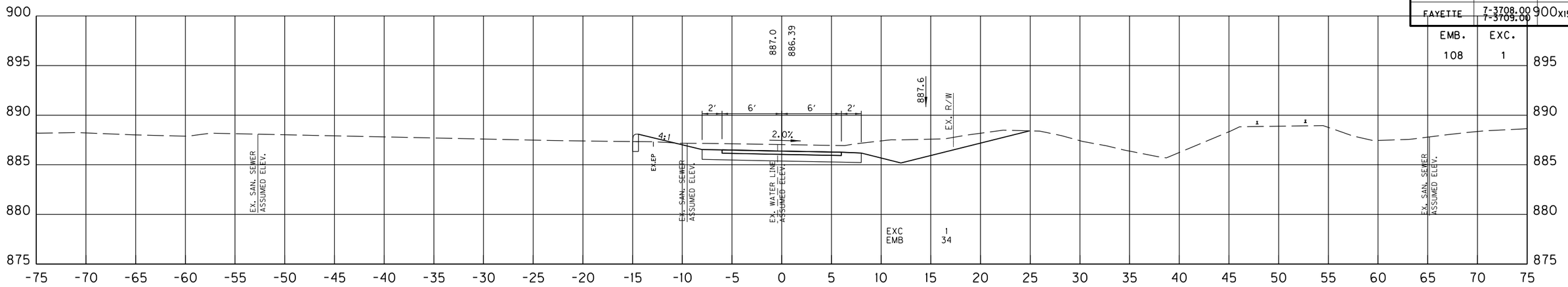
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 413+00 TO STA. 413+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

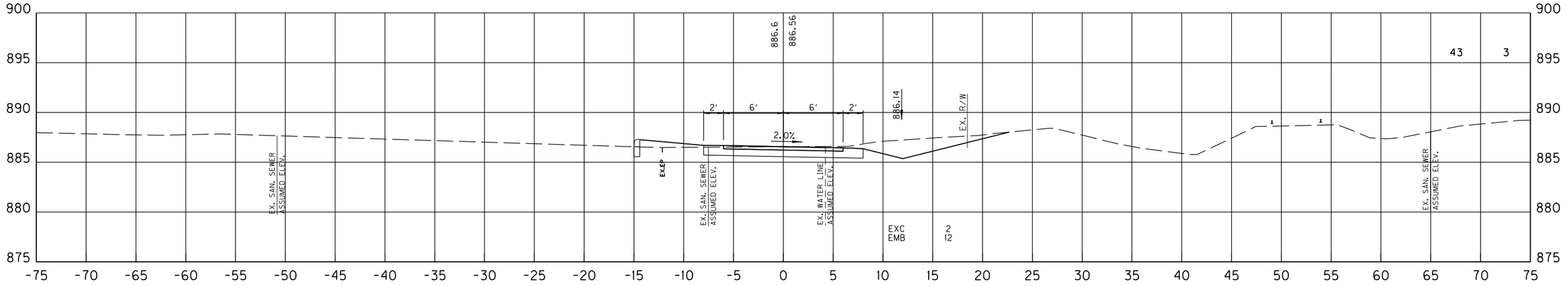
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	900X15

EMB.	EXC.
108	1



415+00

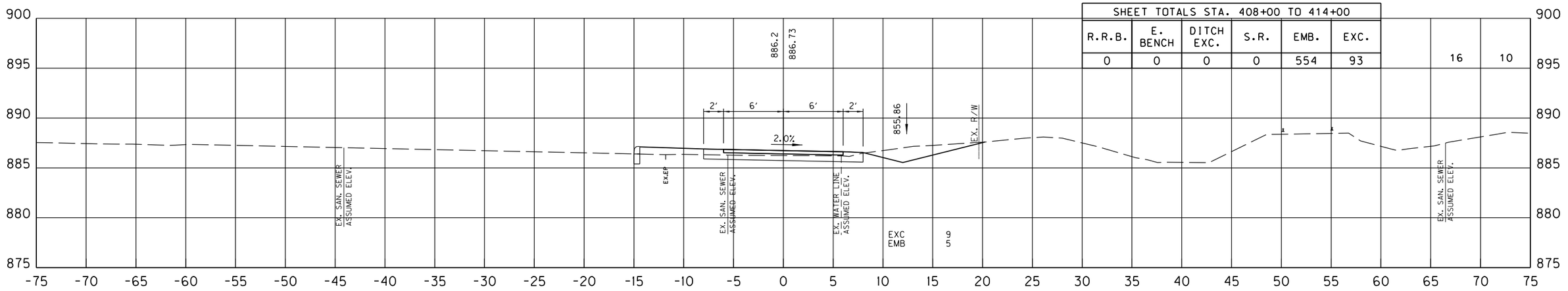
43	3



414+50

SHEET TOTALS STA. 408+00 TO 414+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	554	93

16	10



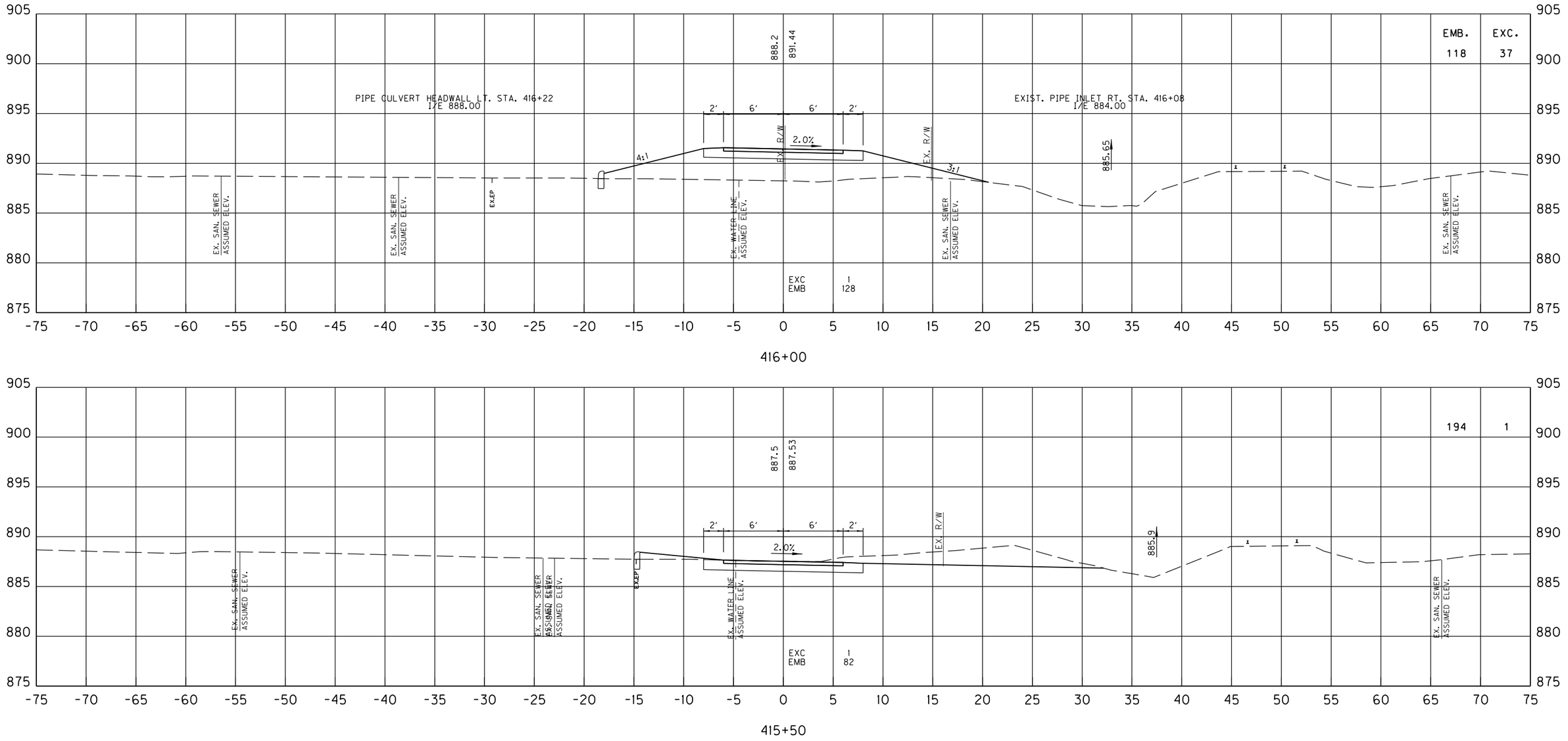
414+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 414+00 TO STA. 415+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X16

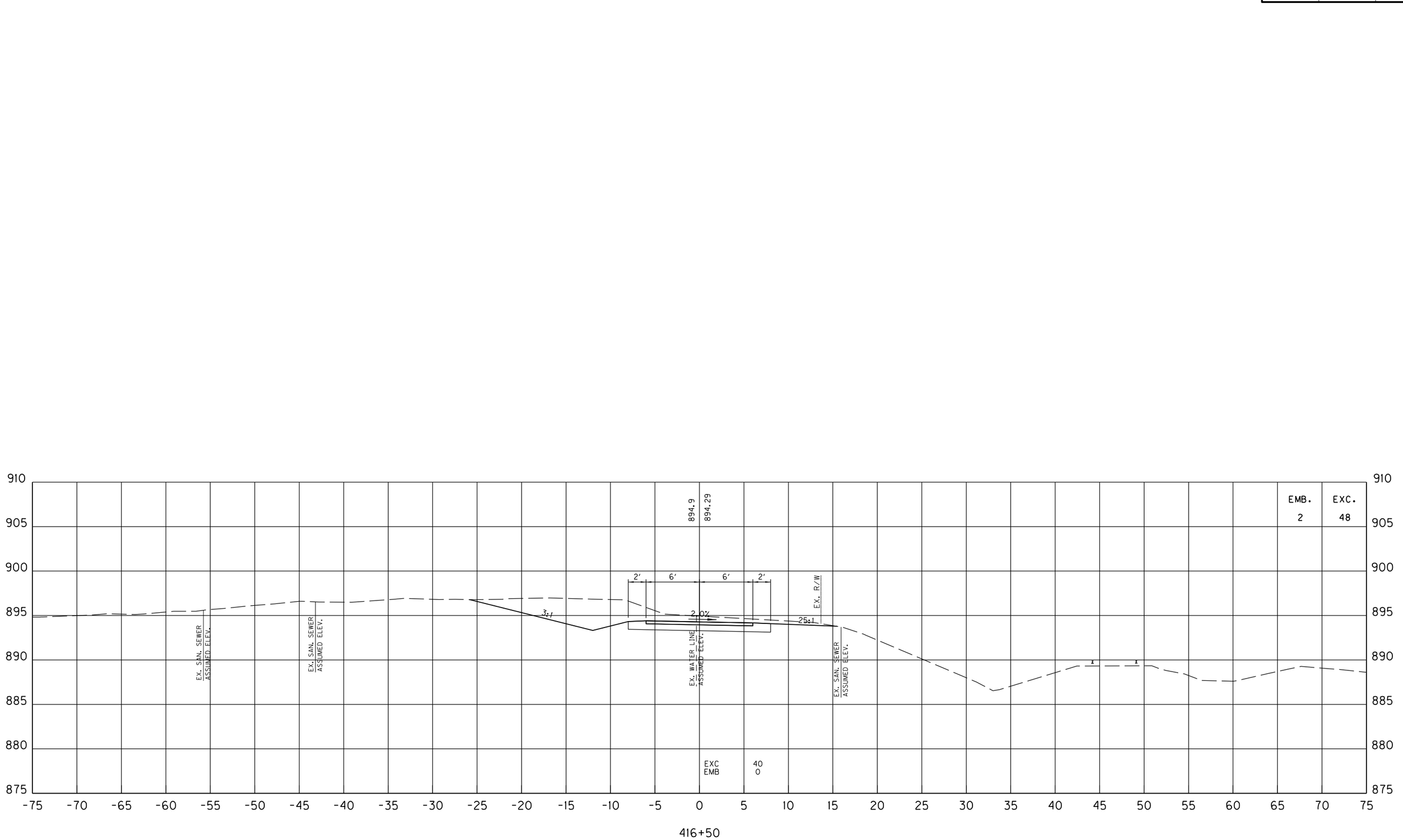


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 415+50 TO STA. 416+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X17

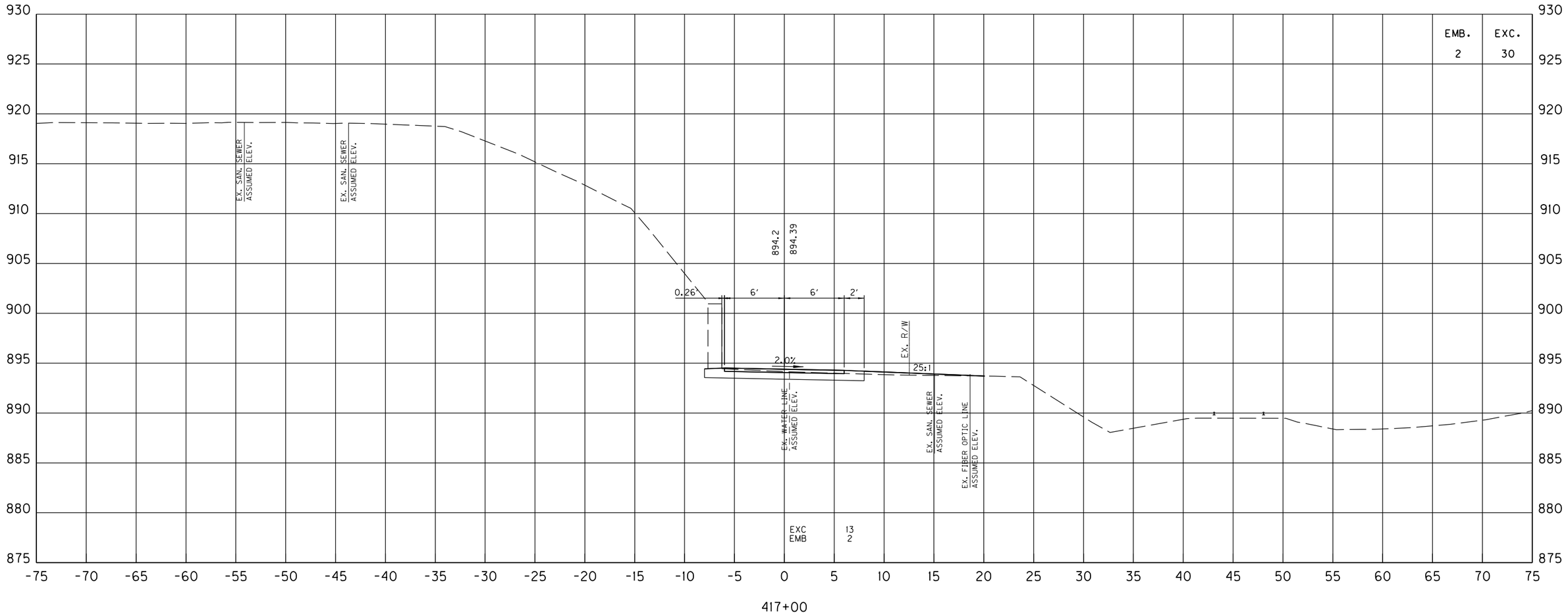


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 416+50 TO STA. 416+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X18

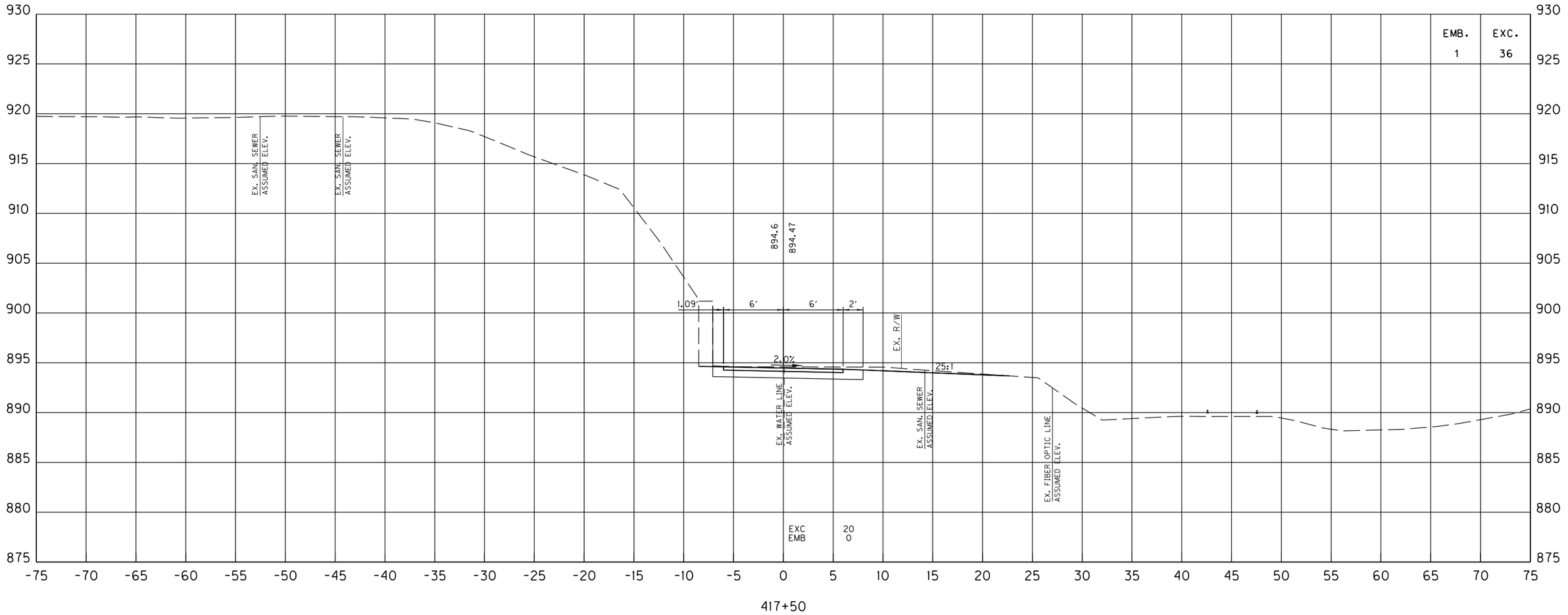


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 417+00 TO STA. 417+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X19

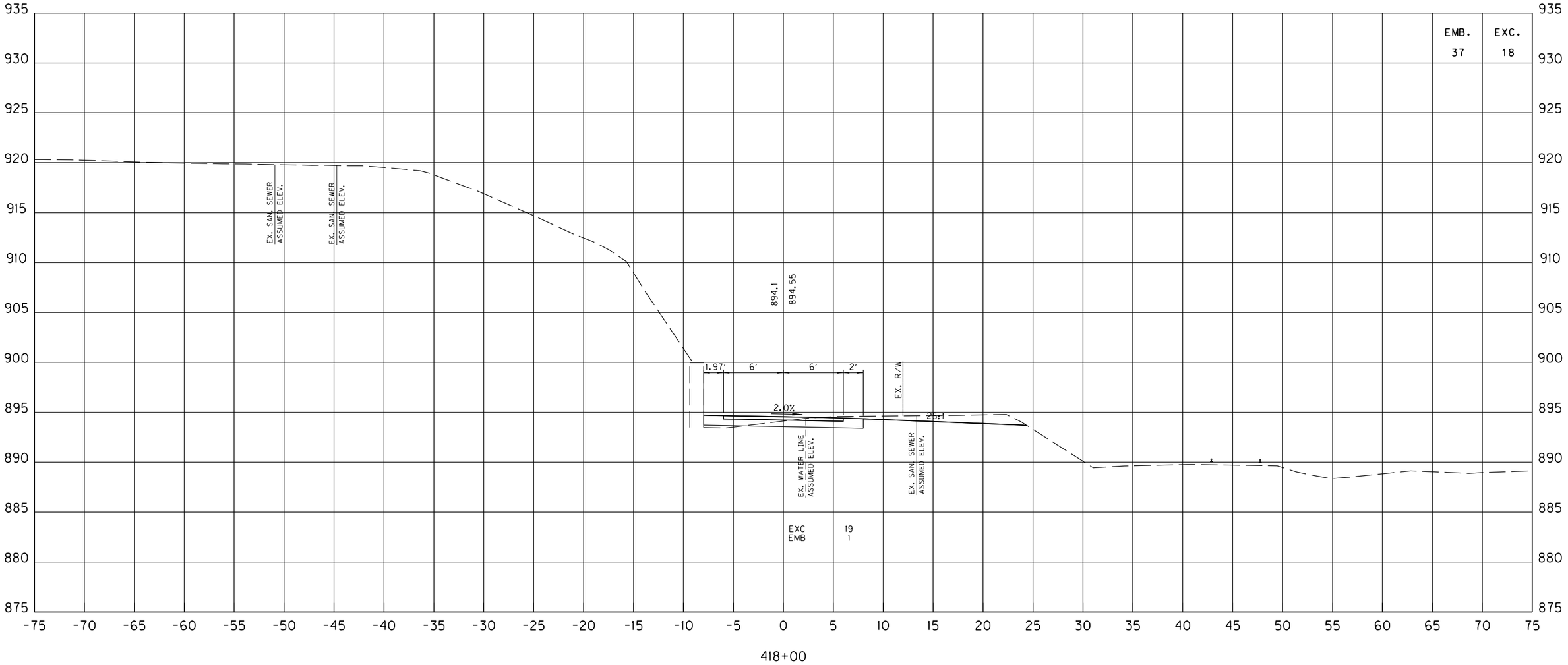


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 417+50 TO STA. 417+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X20

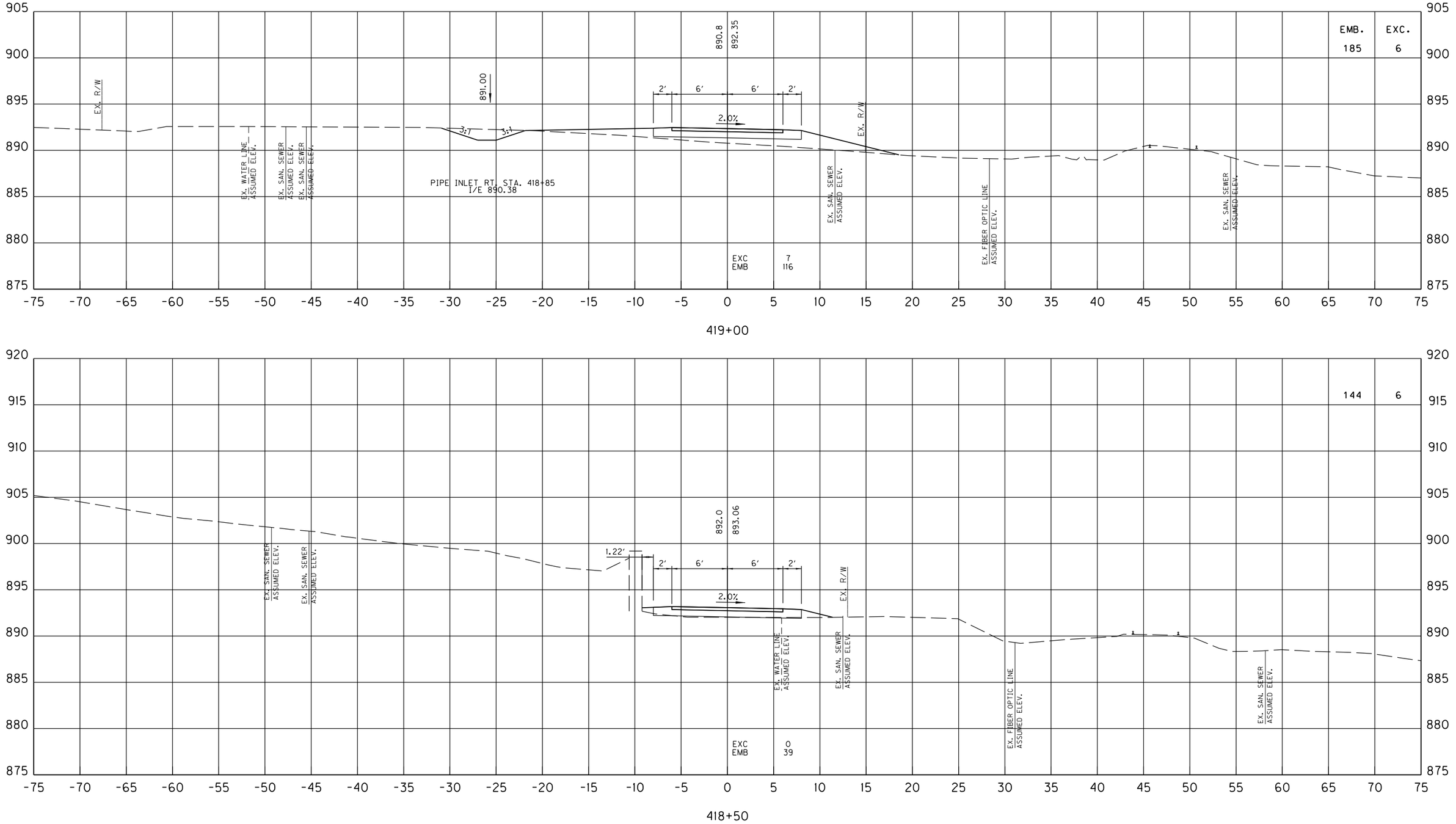


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 418+00 TO STA. 418+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X21

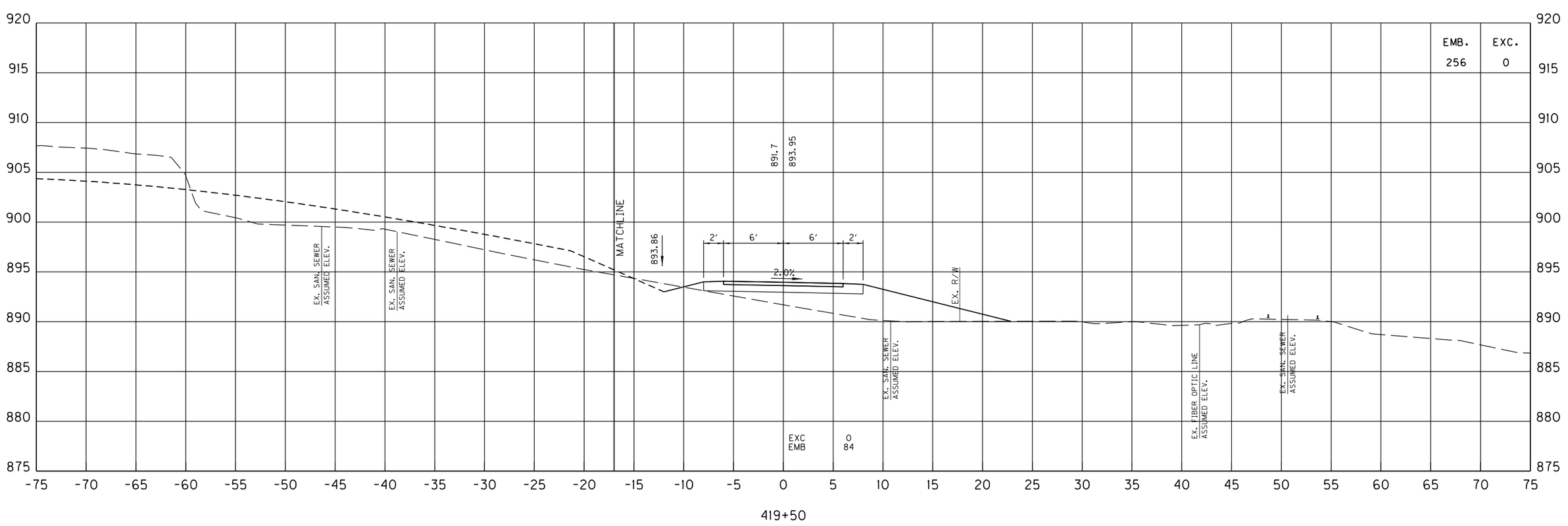


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 418+50 TO STA. 419+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X22

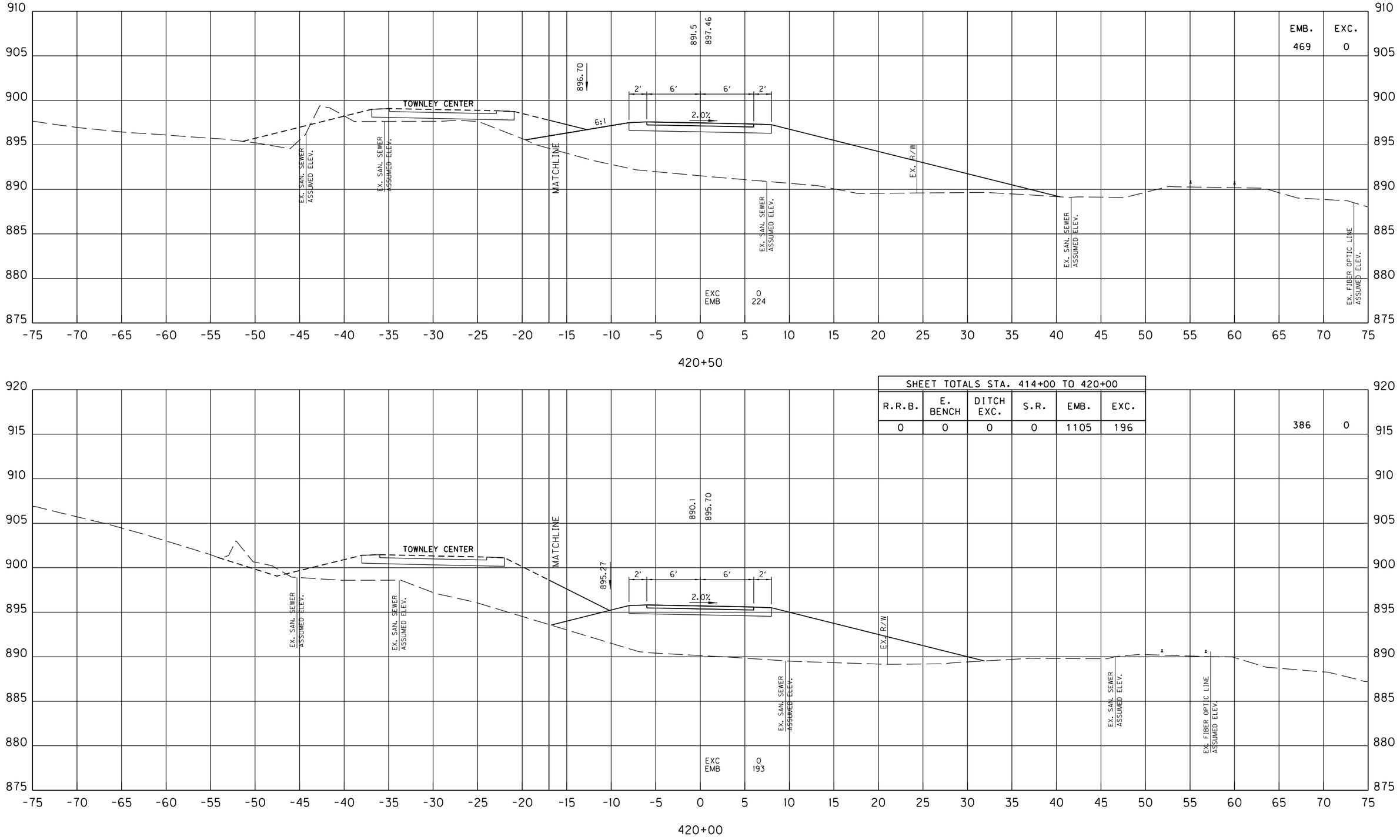


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 419+50 TO STA. 419+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X23



EMB.	EXC.
469	0

SHEET TOTALS STA. 414+00 TO 420+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1105	196

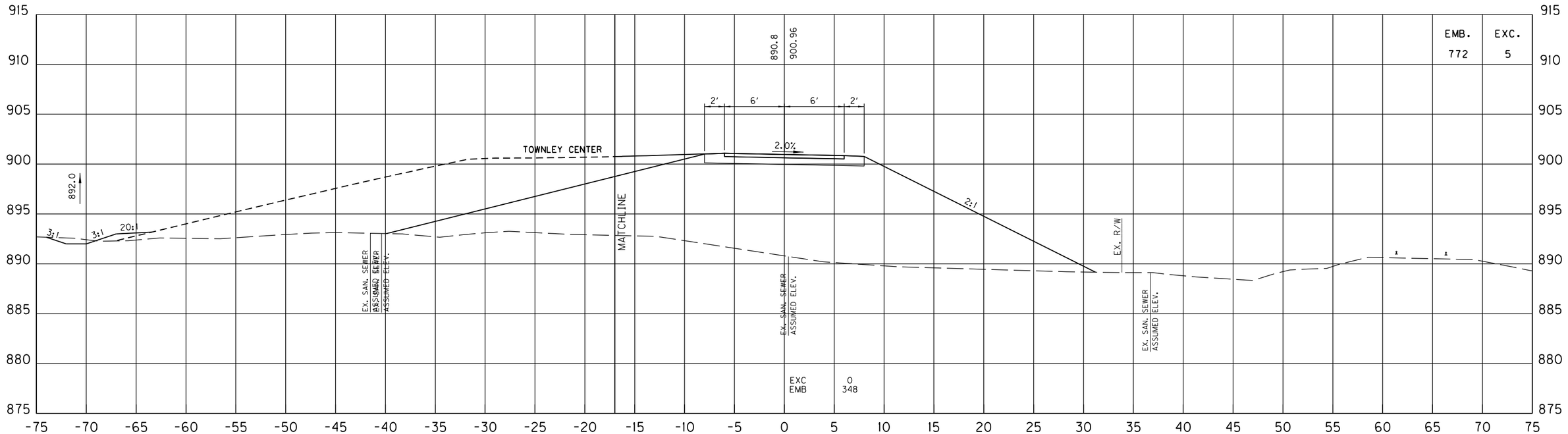
EMB.	EXC.
386	0

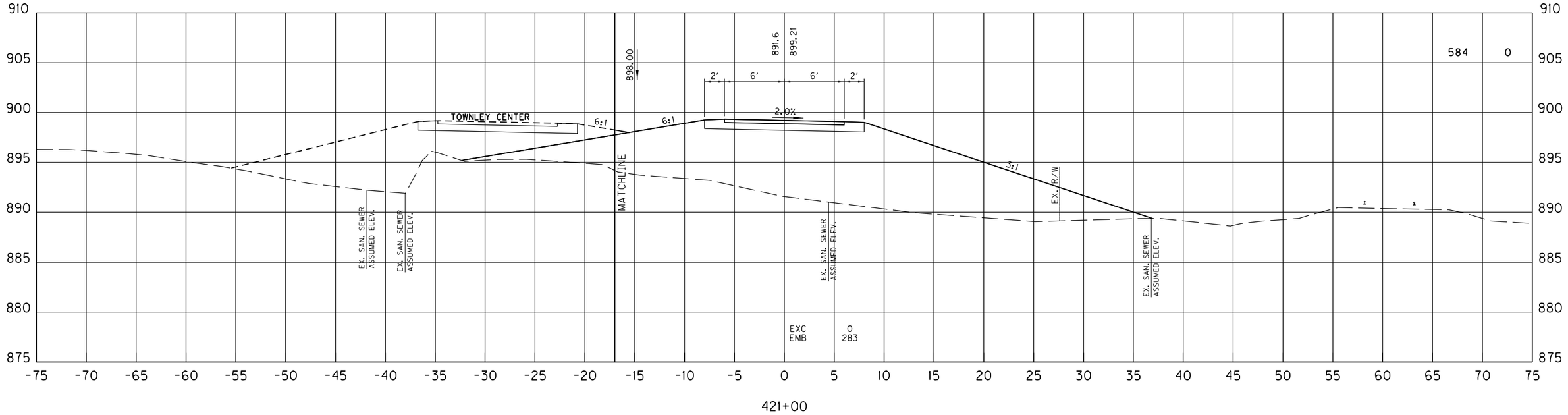
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 420+00 TO STA. 420+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X24



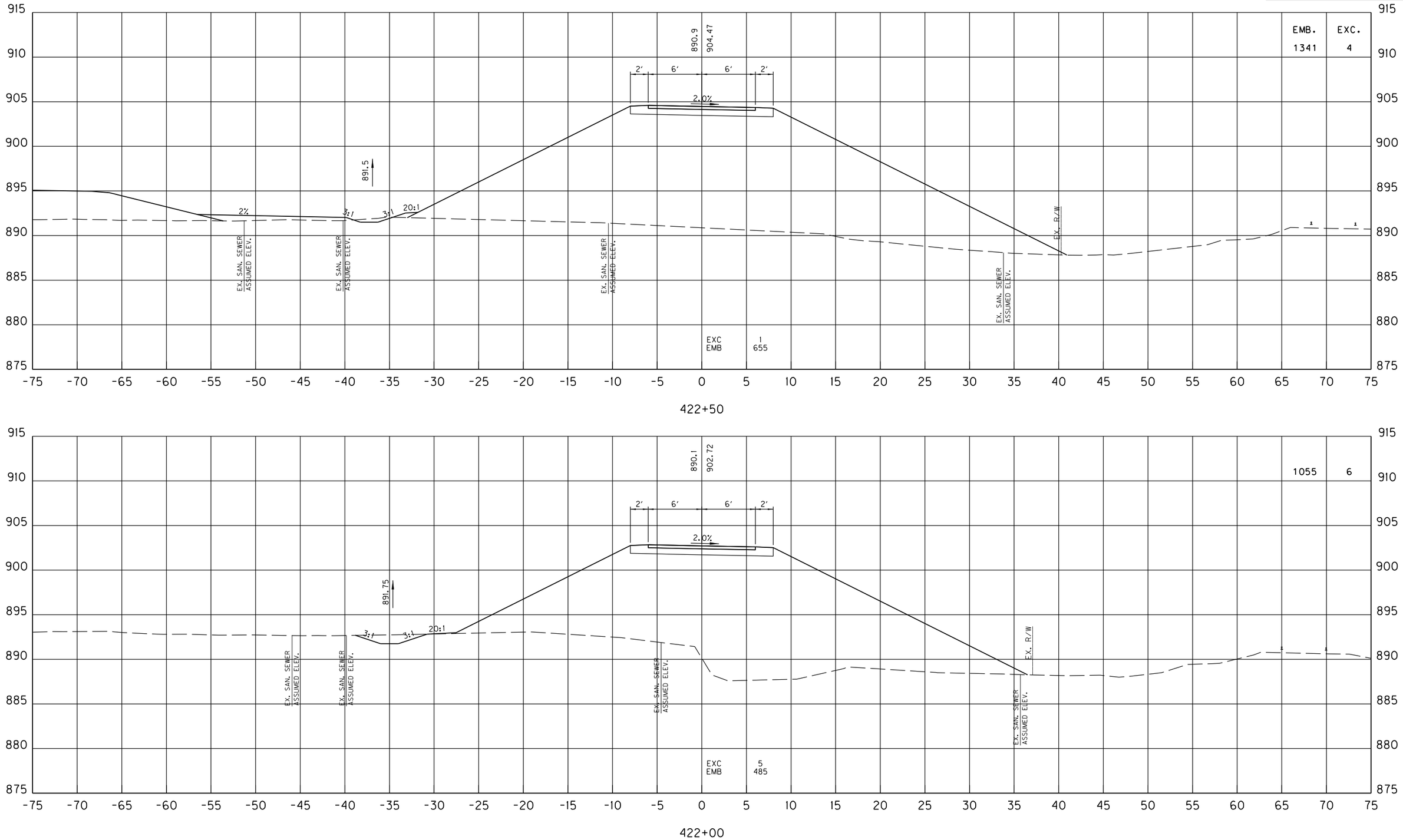


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 421+00 TO STA. 421+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X25

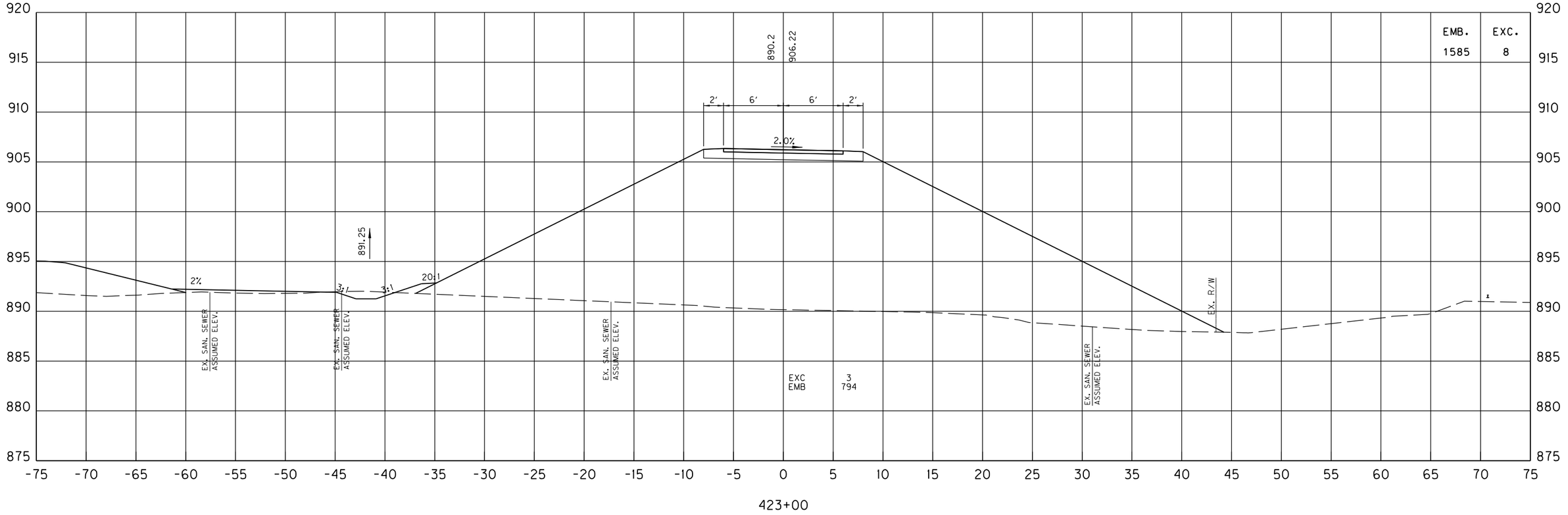


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 422+00 TO STA. 422+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X26

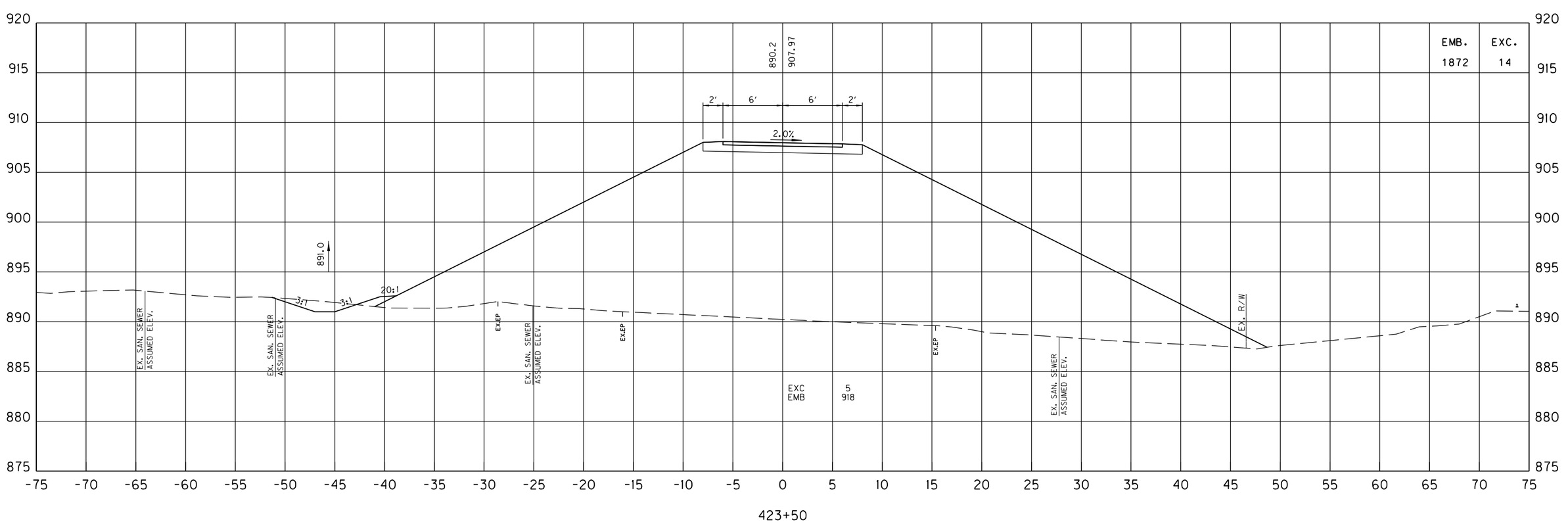


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 423+00 TO STA. 423+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X27

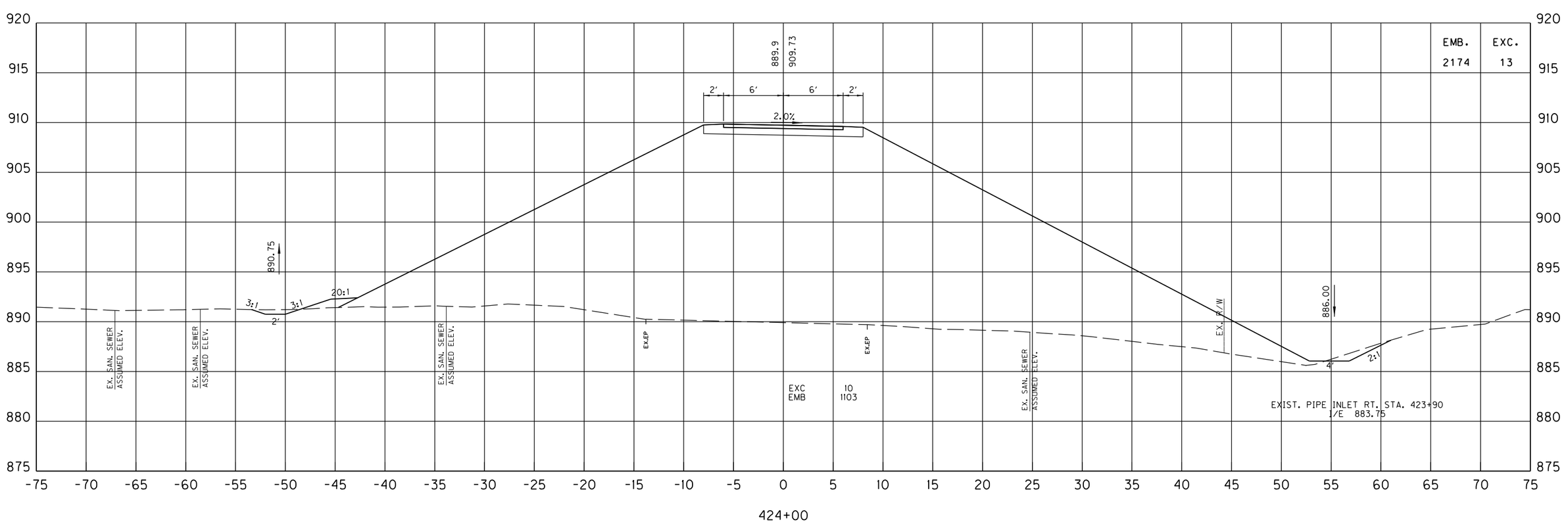


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 423+50 TO STA. 423+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X28

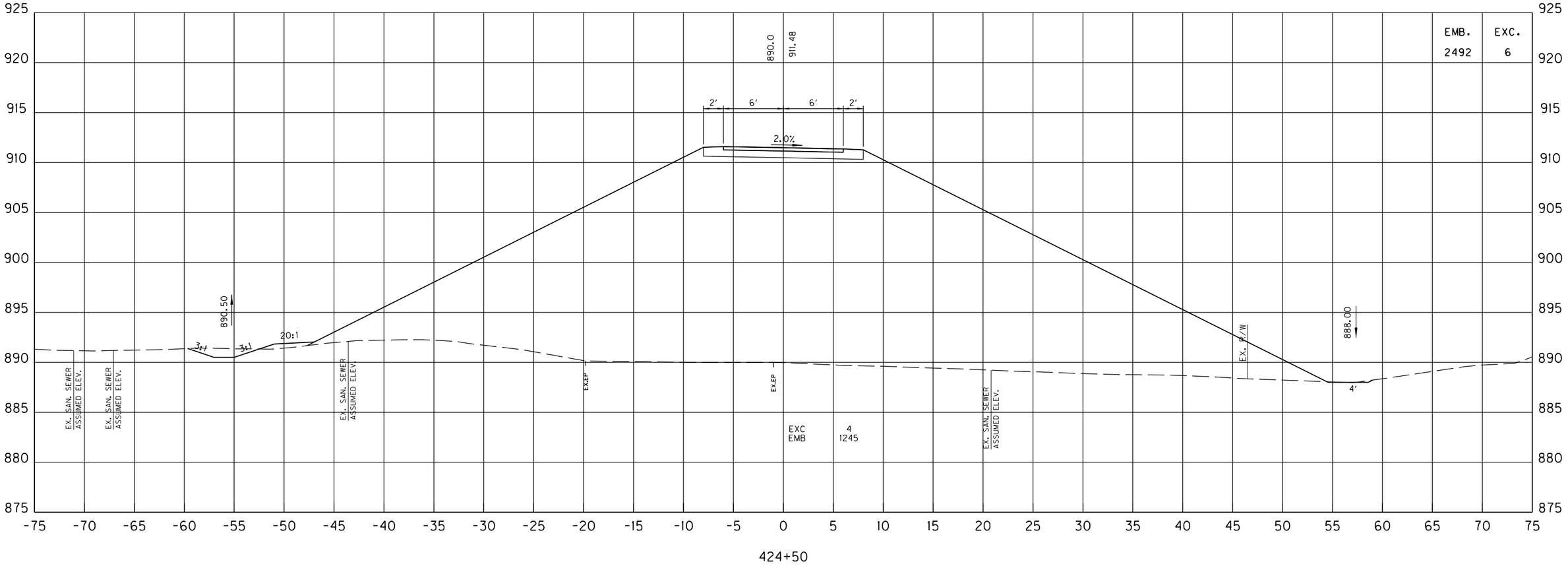


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 424+00 TO STA. 424+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X29

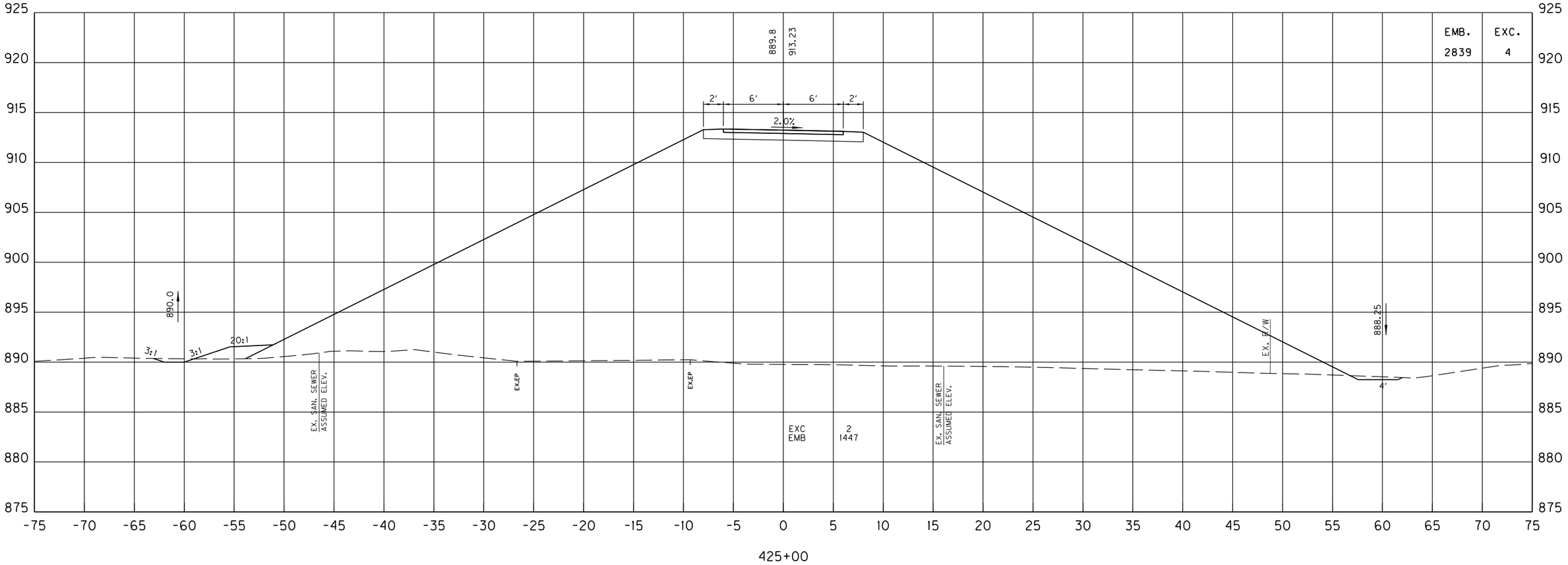


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 424+50 TO STA. 424+50

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X30

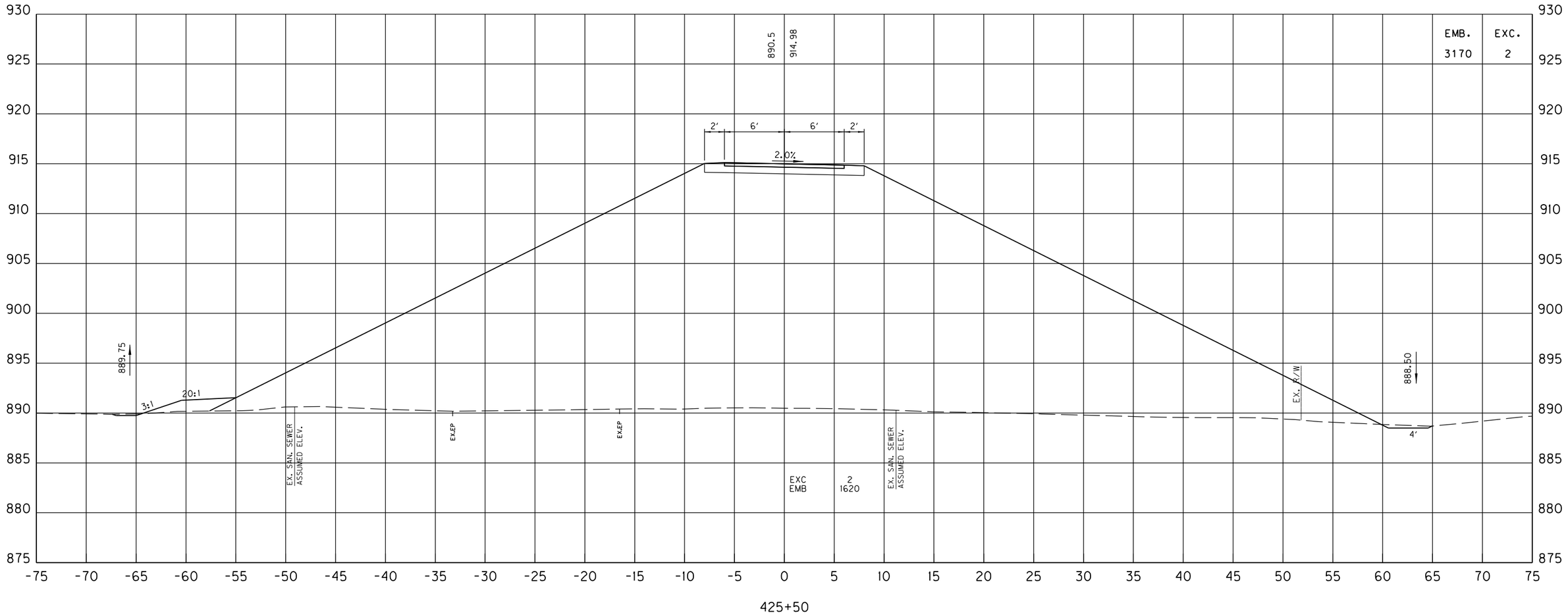


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 425+00 TO STA. 425+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: stephen DATE PLOTTED: October 30, 2020 | FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X31



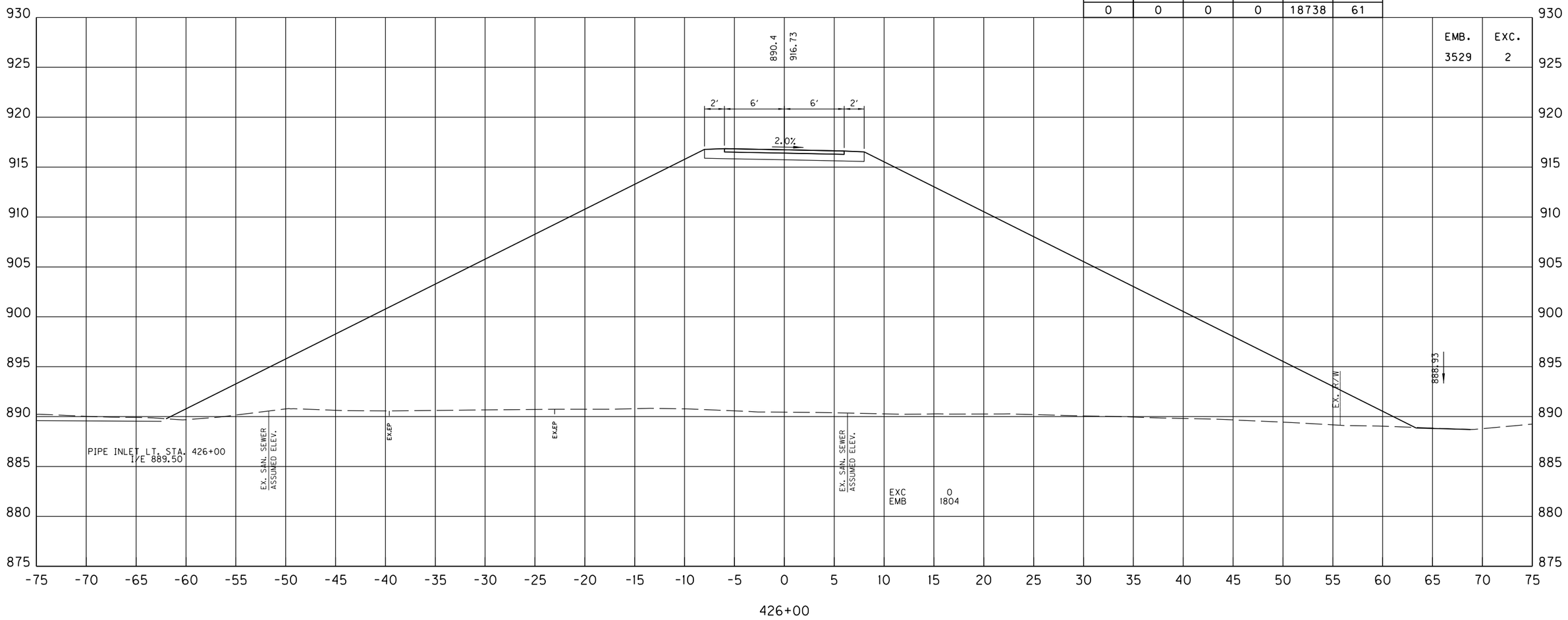
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 425+50 TO STA. 425+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X32

SHEET TOTALS STA. 420+00 TO 426+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	18738	61

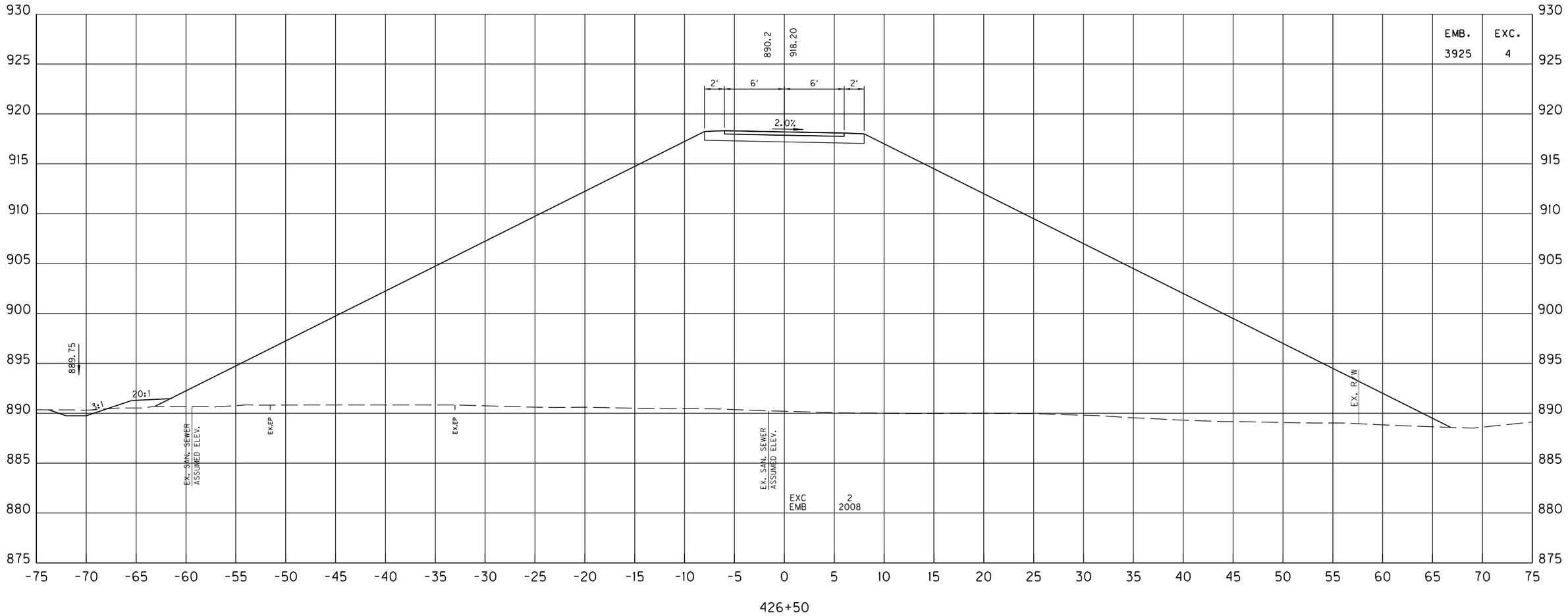


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 426+00 TO STA. 426+00

Power InRoads v8.11.9.397 E-SHEET NAME: USER: stephen DATE PLOTTED: October 30, 2020 FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X33

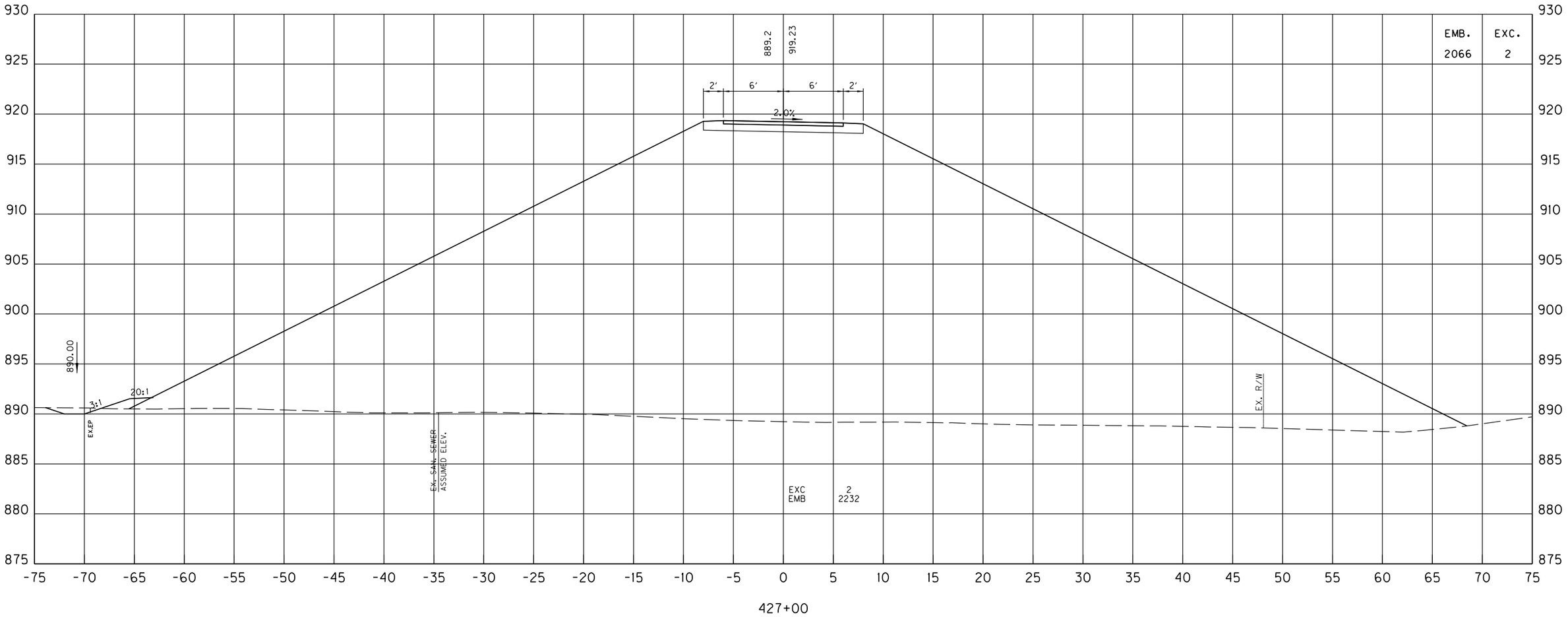


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 426+50 TO STA. 426+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X34

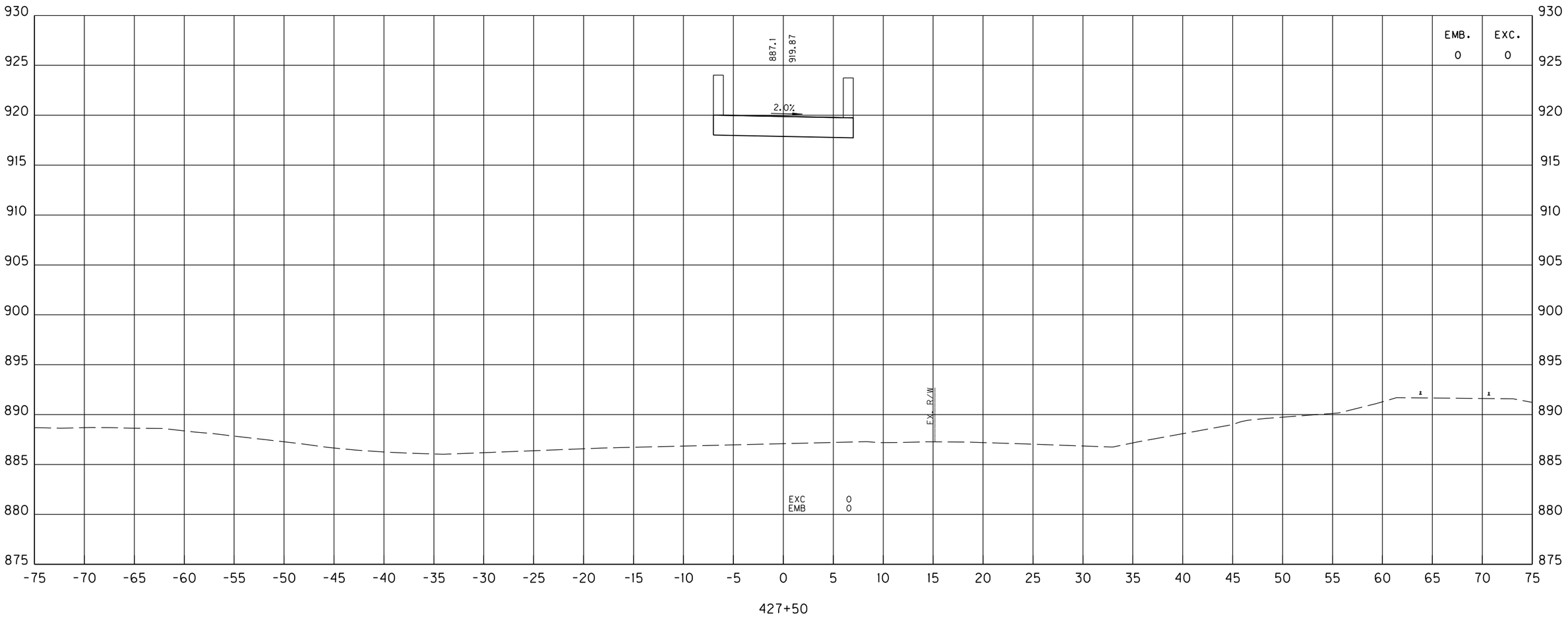


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 427+00 TO STA. 427+00

Power InRoads v8.11.9.397 E-SHEET NAME: USER: stephen DATE PLOTTED: October 30, 2020 FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X35

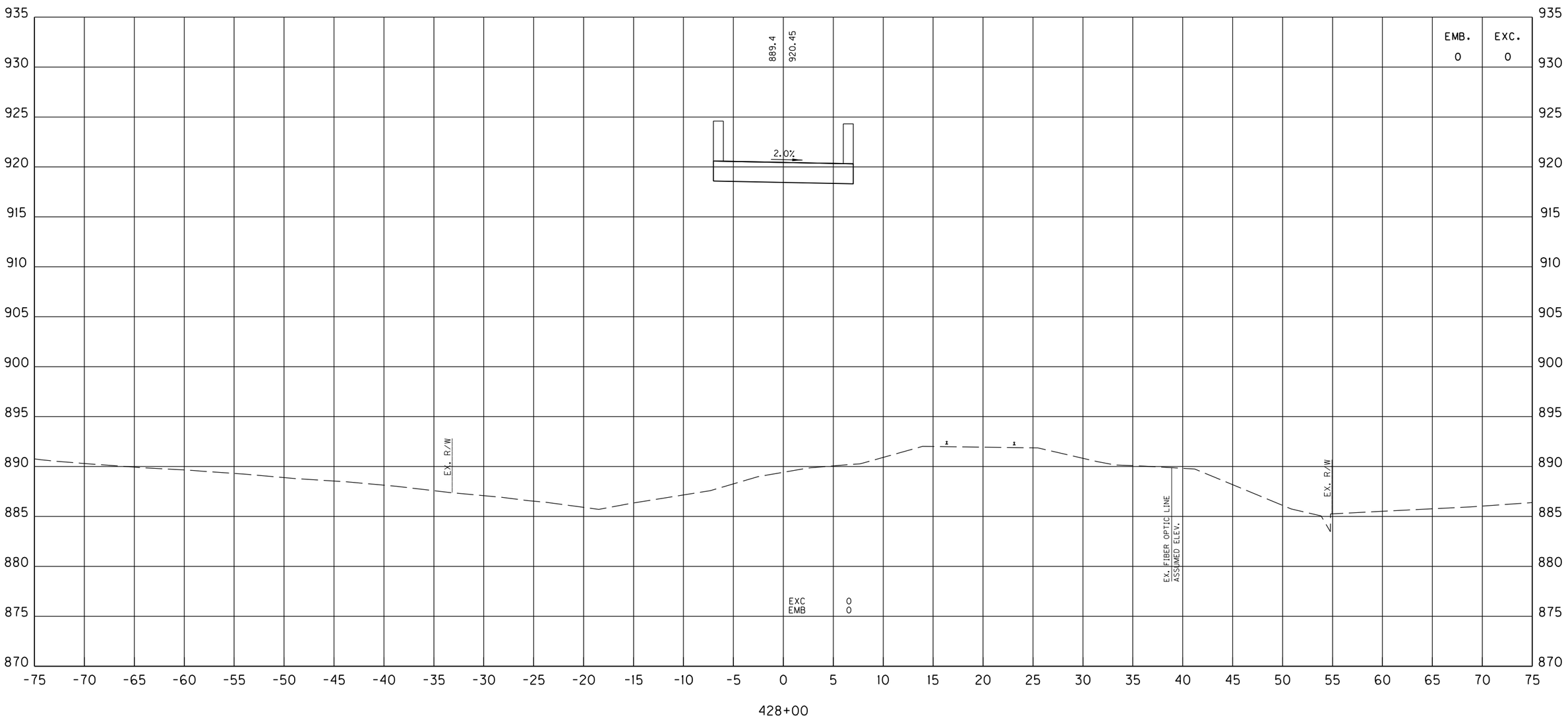


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 427+50 TO STA. 427+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X36

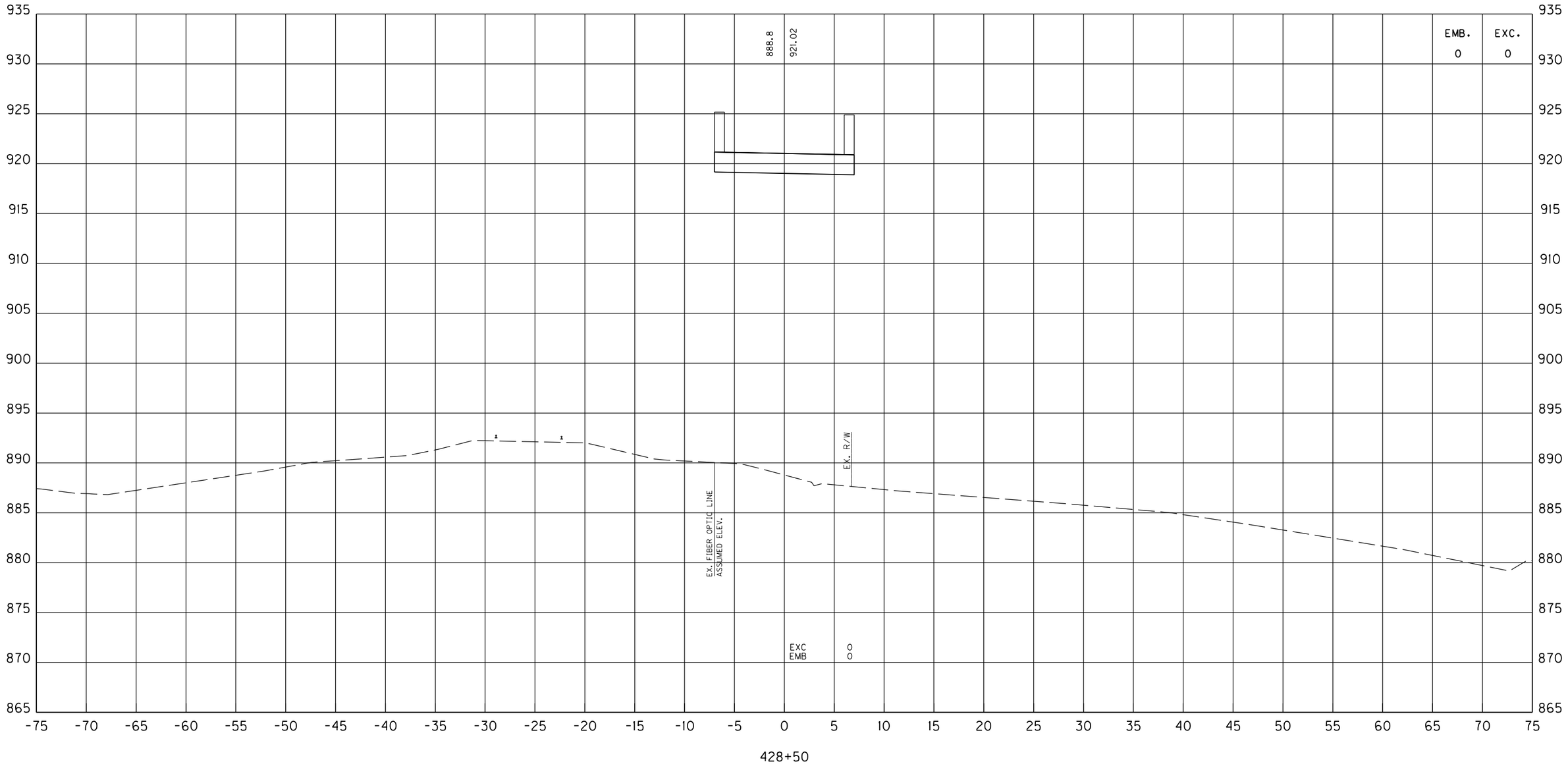


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 428+00 TO STA. 428+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X37

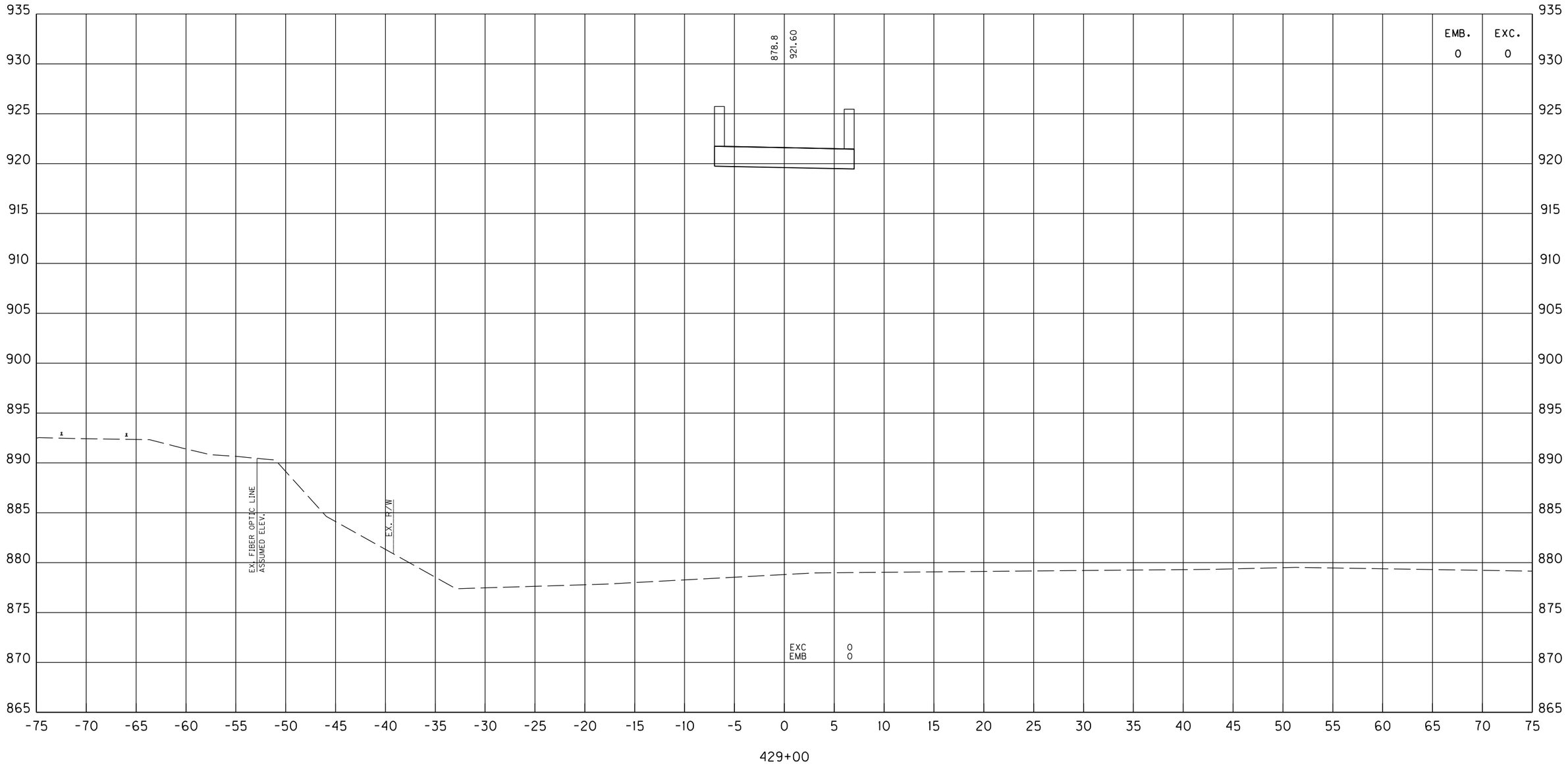


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 428+50 TO STA. 428+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X38

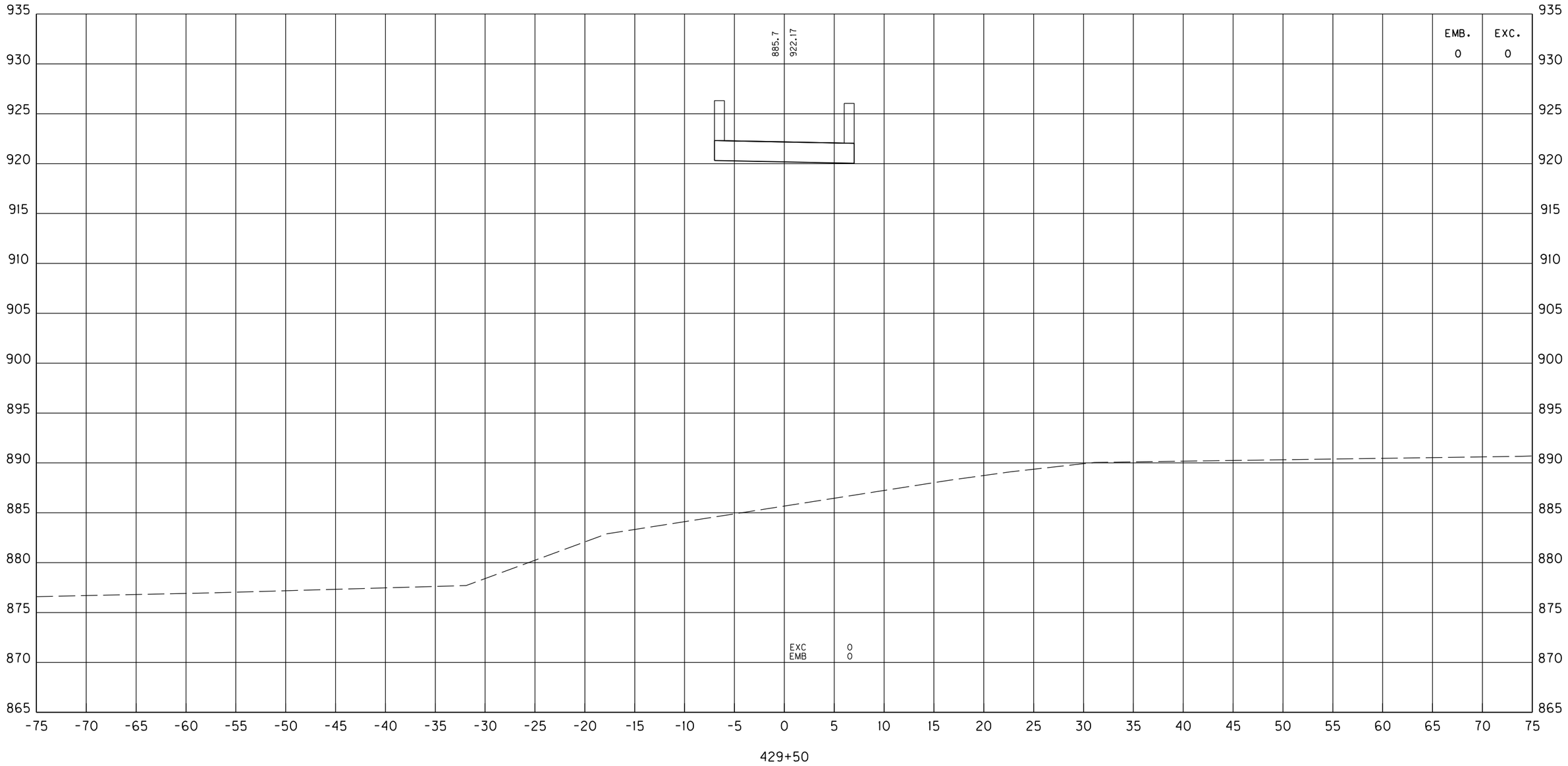


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 429+00 TO STA. 429+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X39

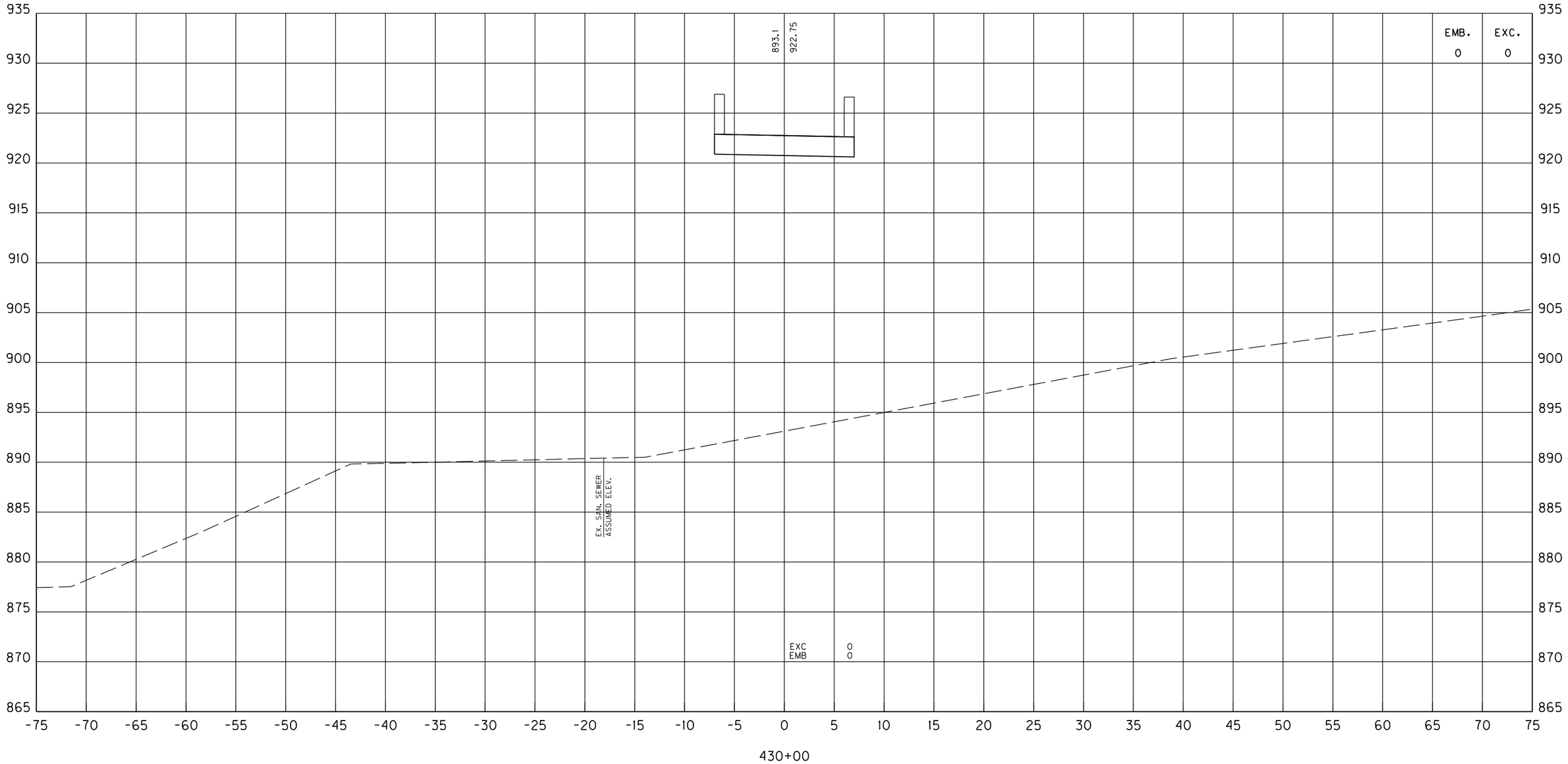


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 429+50 TO STA. 429+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X40

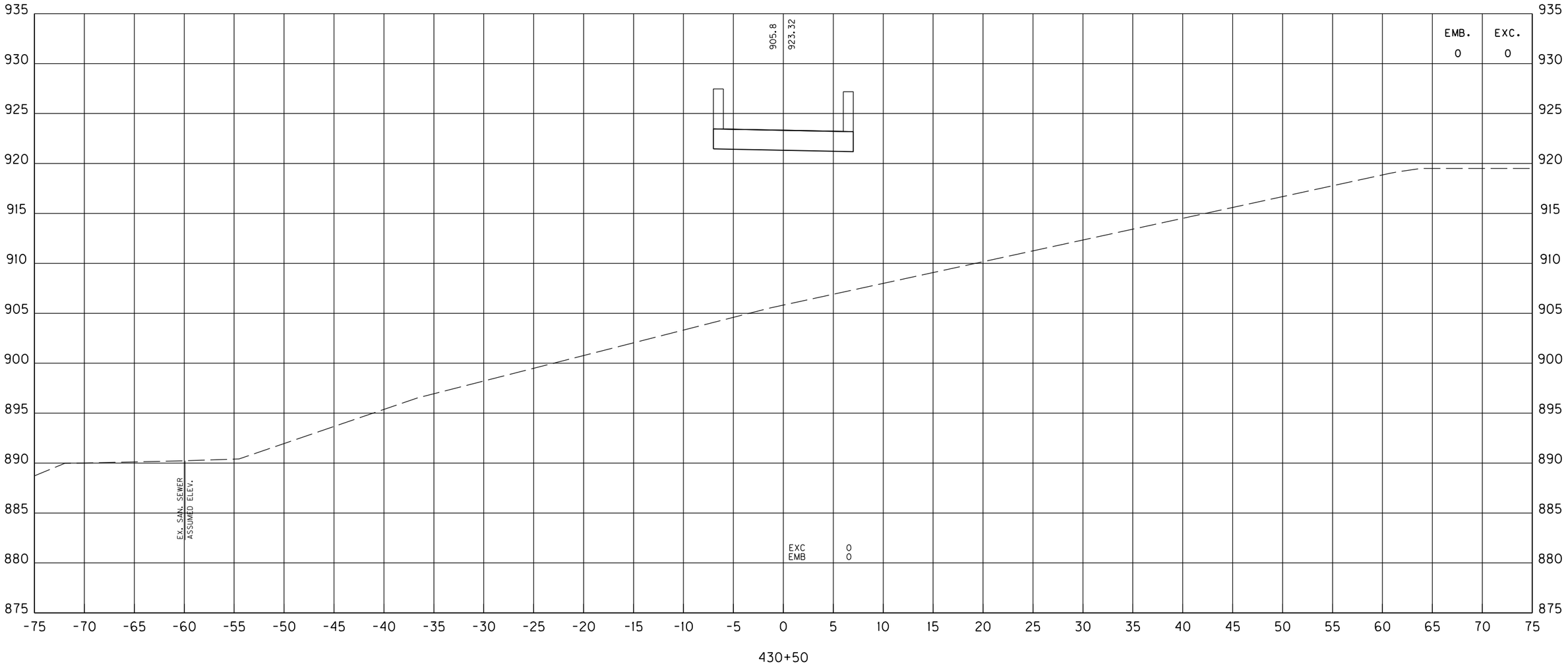


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 430+00 TO STA. 430+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X41



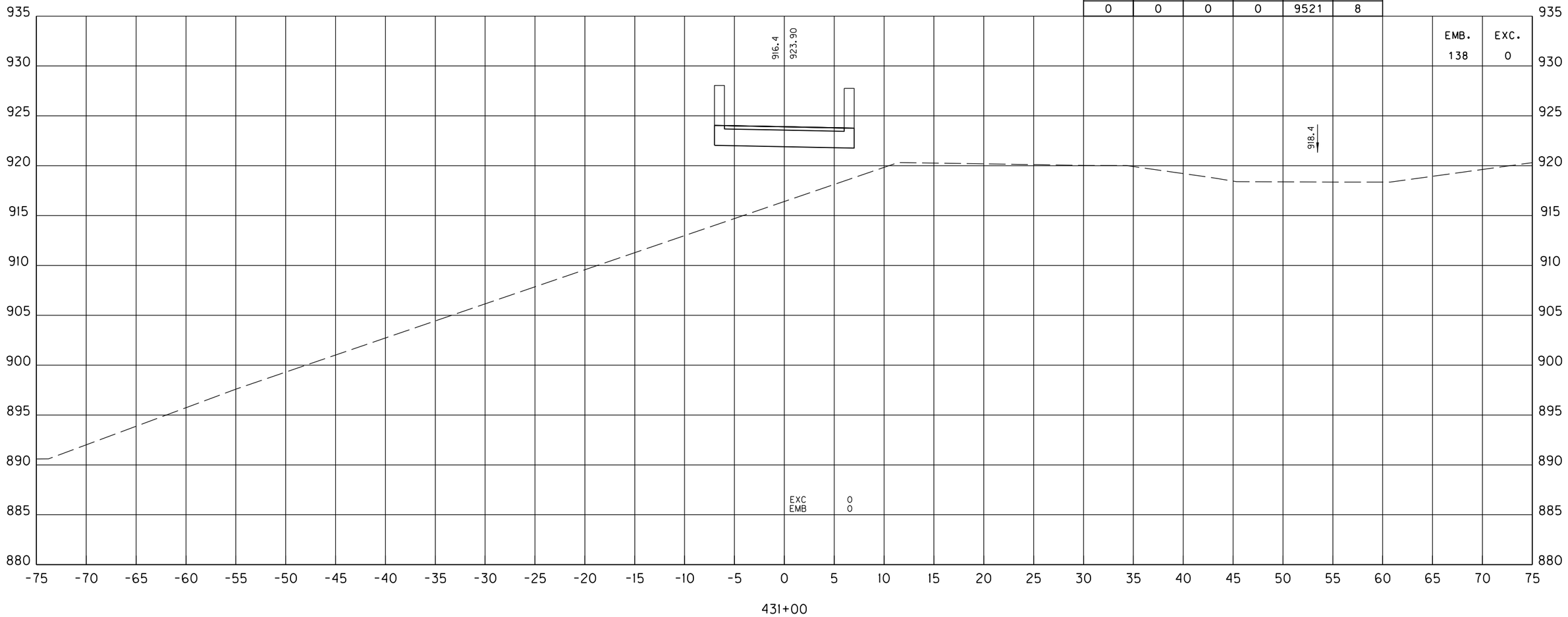
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 430+50 TO STA. 430+50

Power InRoads v8.11.9.397
E-SHEET NAME:
USER: stephen
DATE PLOTTED: October 30, 2020
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X42

SHEET TOTALS STA. 426+00 TO 431+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	9521	8

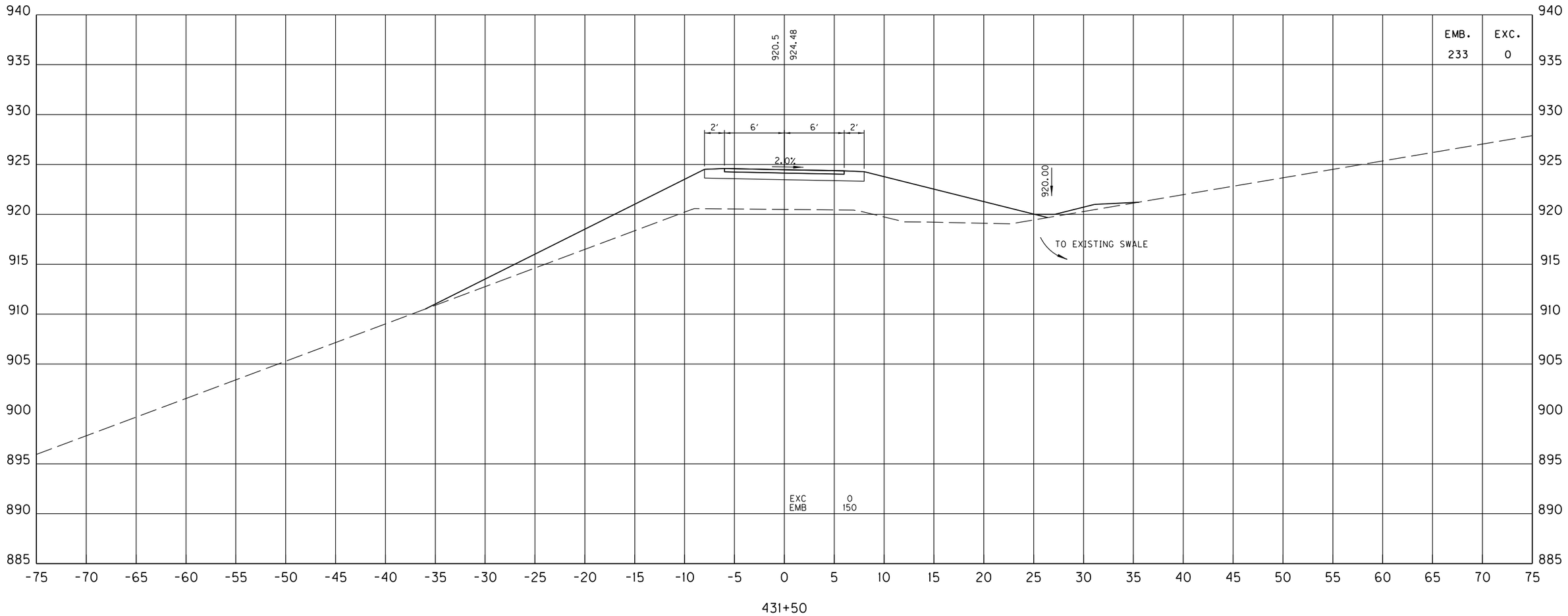


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 431+00 TO STA. 431+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X43

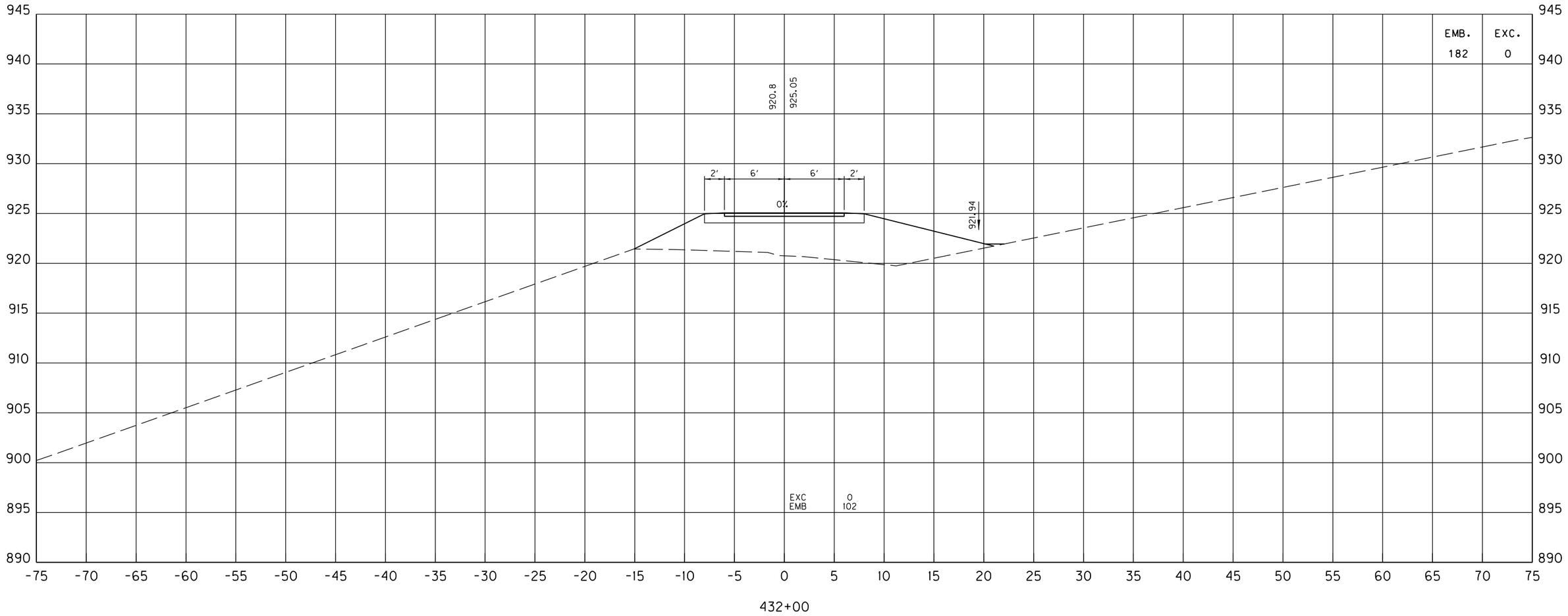


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 431+50 TO STA. 431+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X44

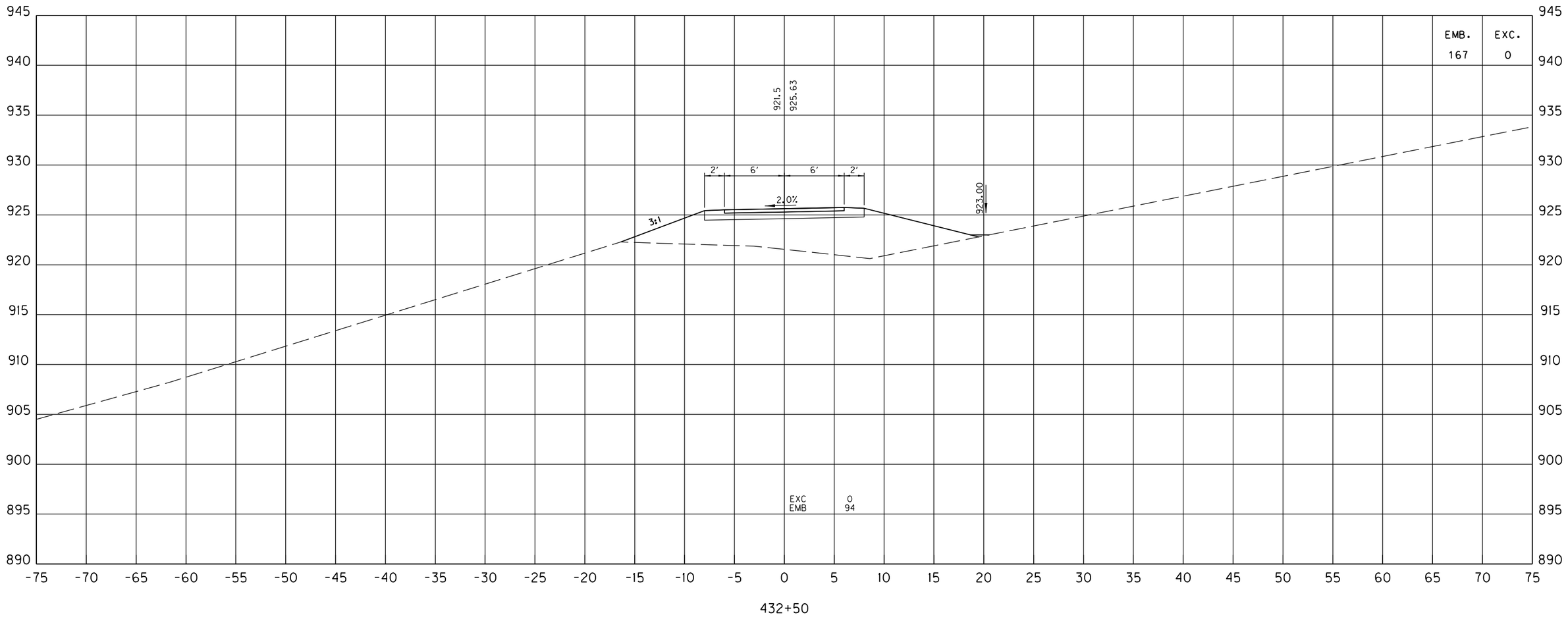


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 432+00 TO STA. 432+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X45



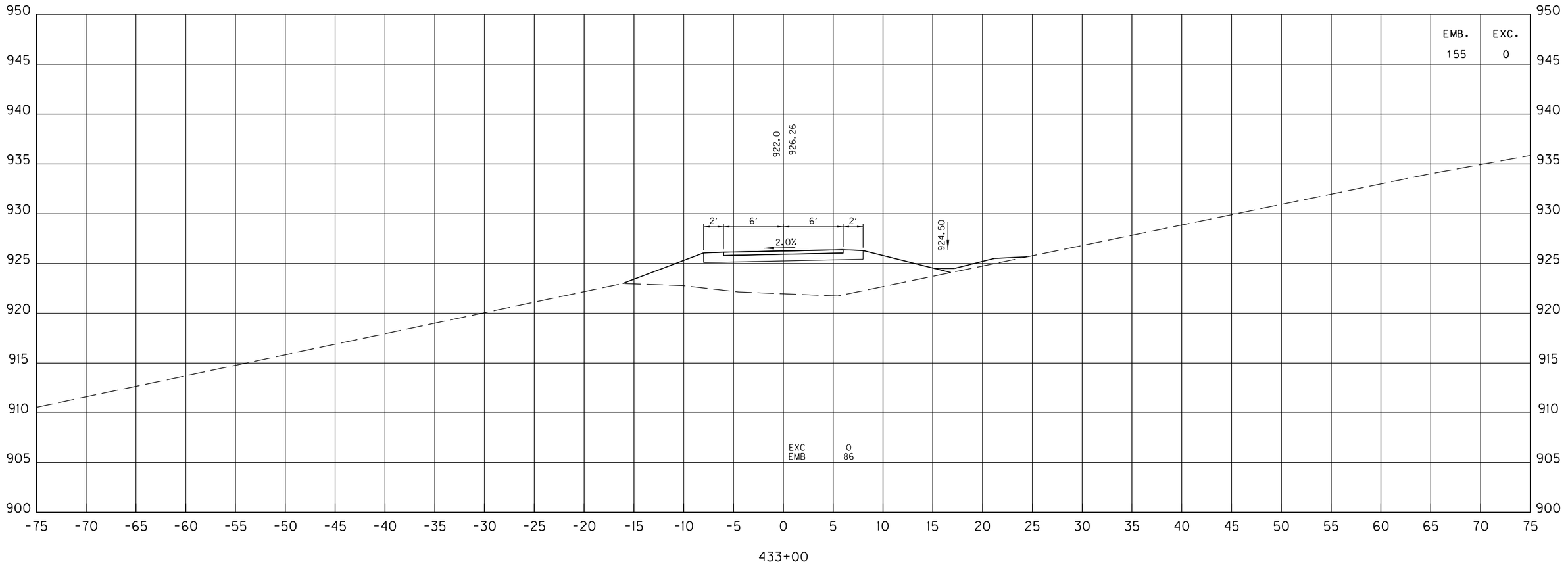
432+50

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 432+50 TO STA. 432+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X46

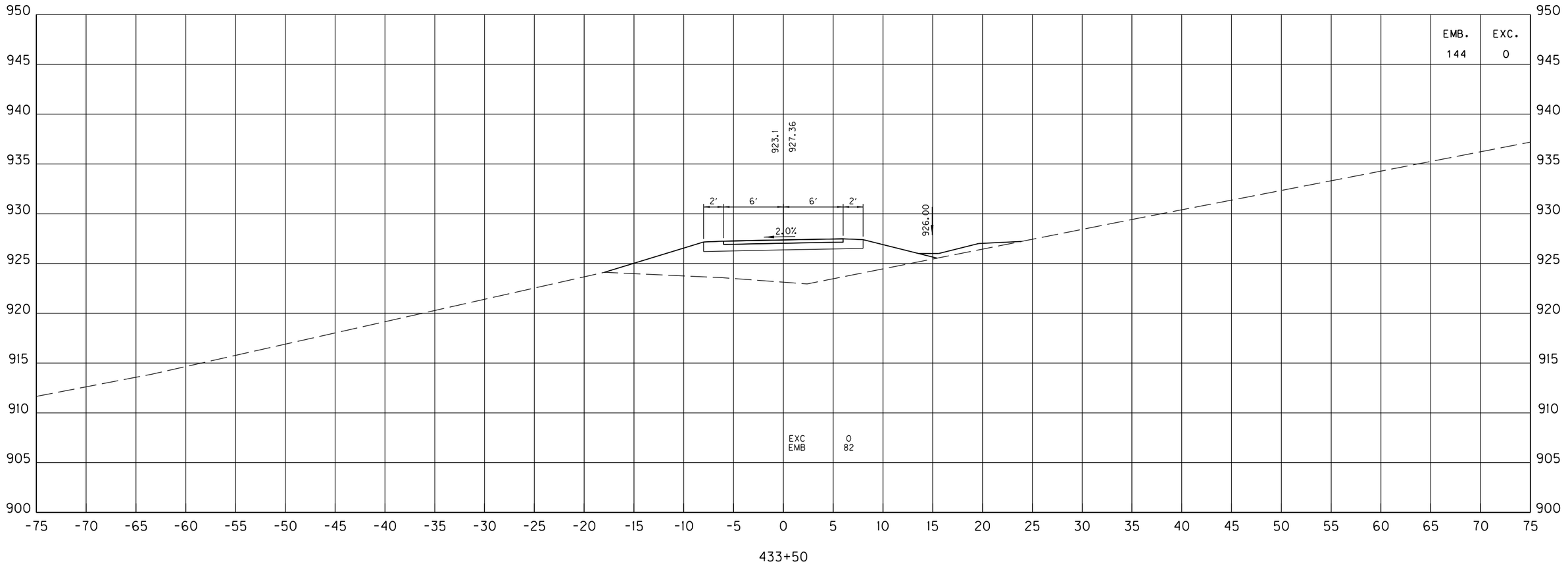


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 433+00 TO STA. 433+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X47

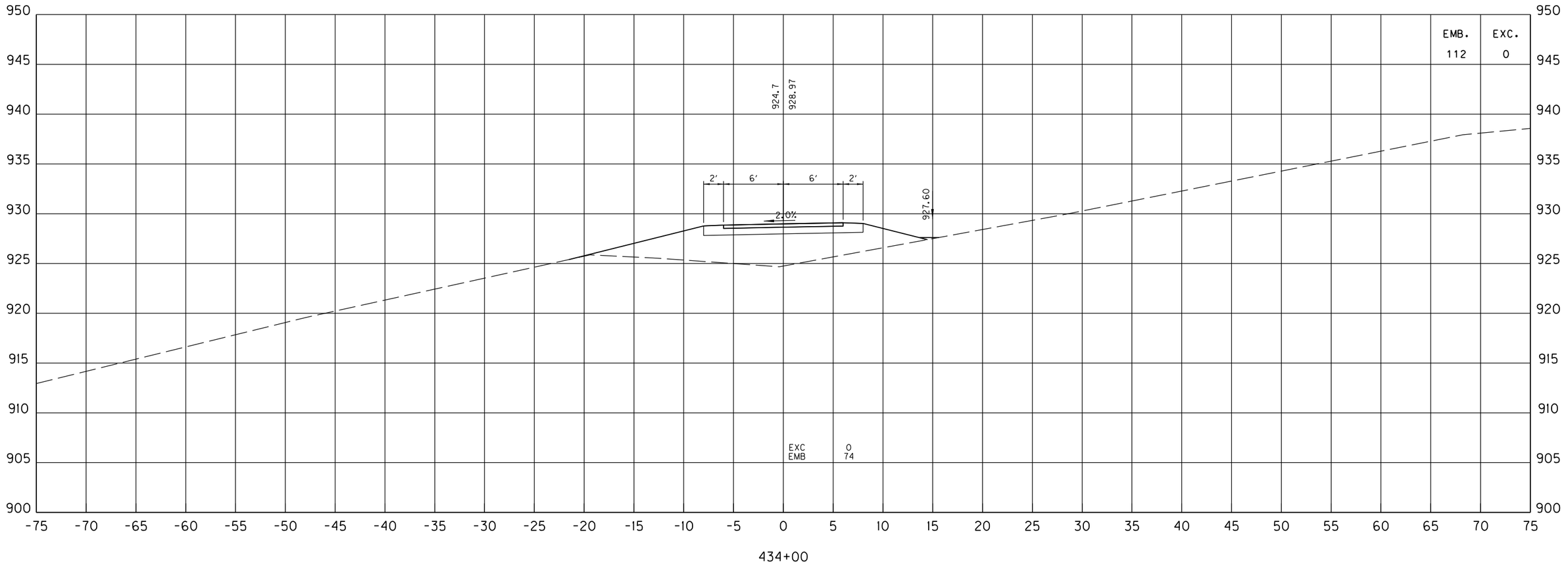


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 433+50 TO STA. 433+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X48

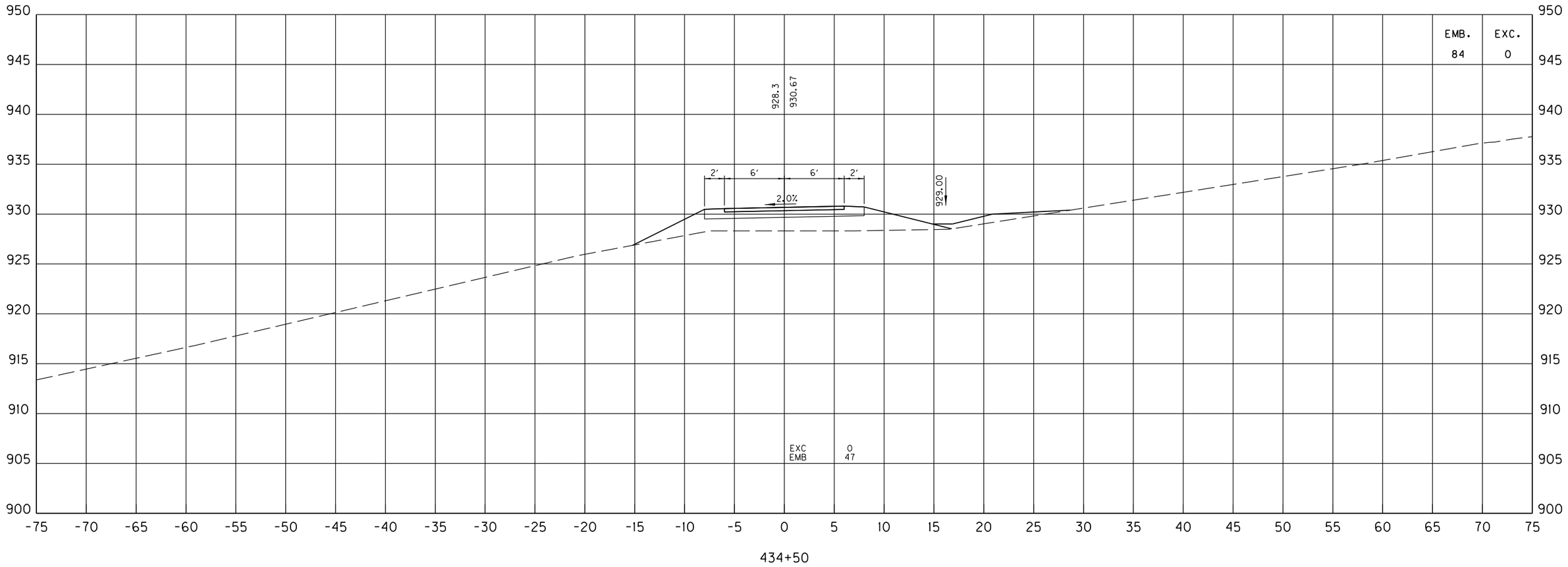


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 434+00 TO STA. 434+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X49

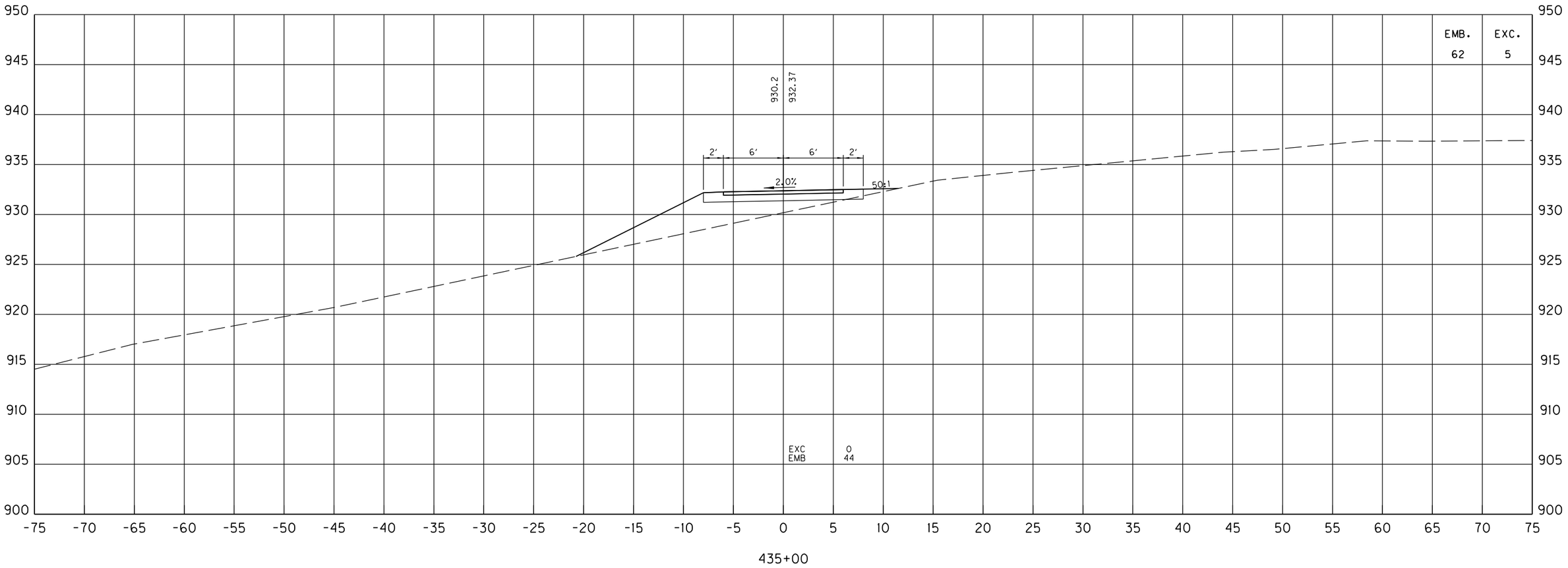


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 434+50 TO STA. 434+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X50

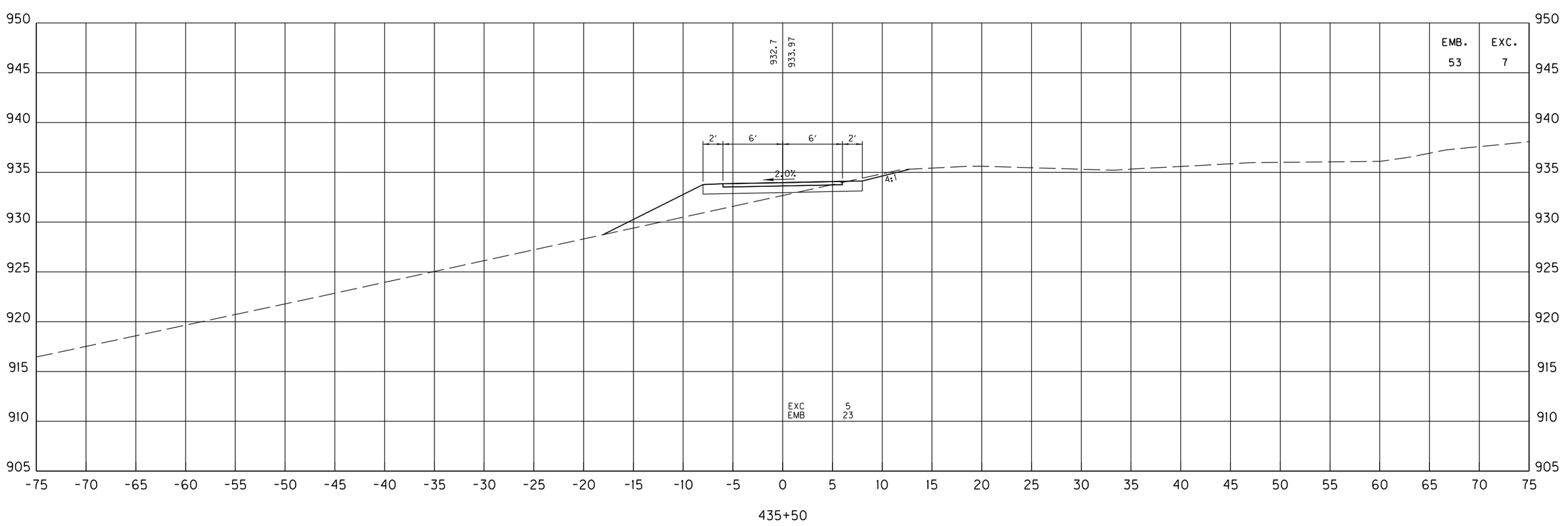


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 435+00 TO STA. 435+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X51



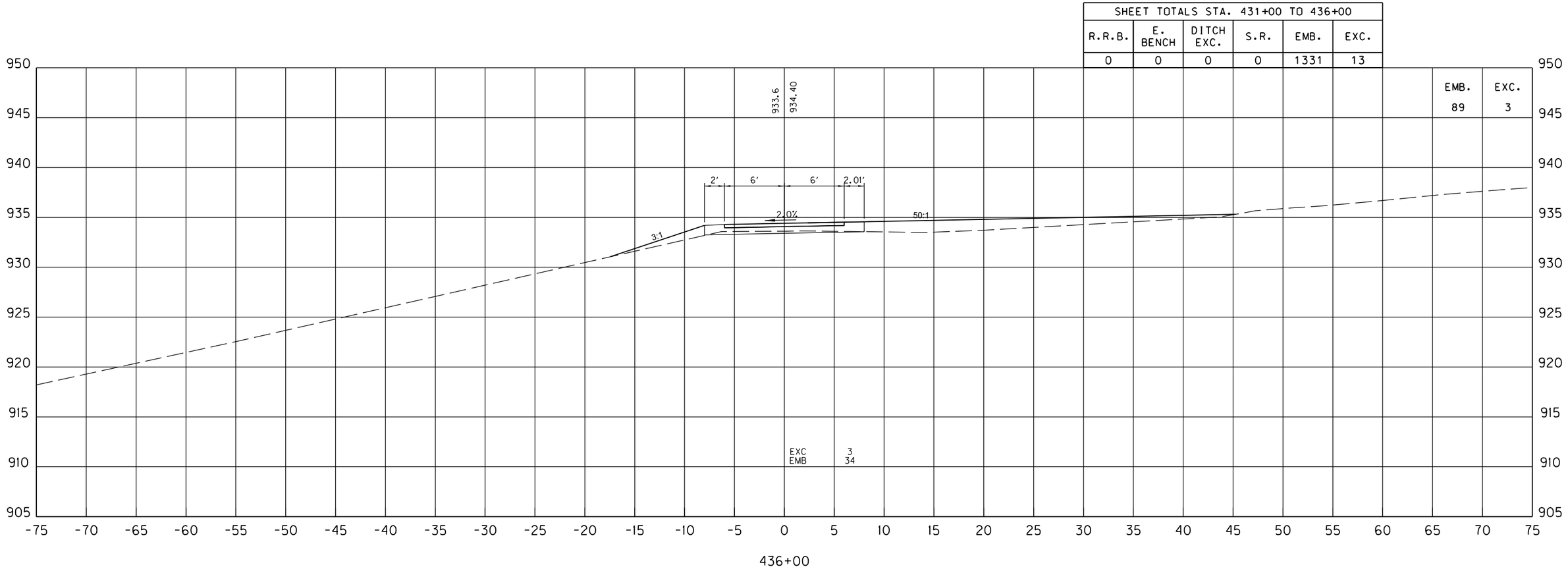
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 435+50 TO STA. 435+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X52

SHEET TOTALS STA. 431+00 TO 436+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1331	13

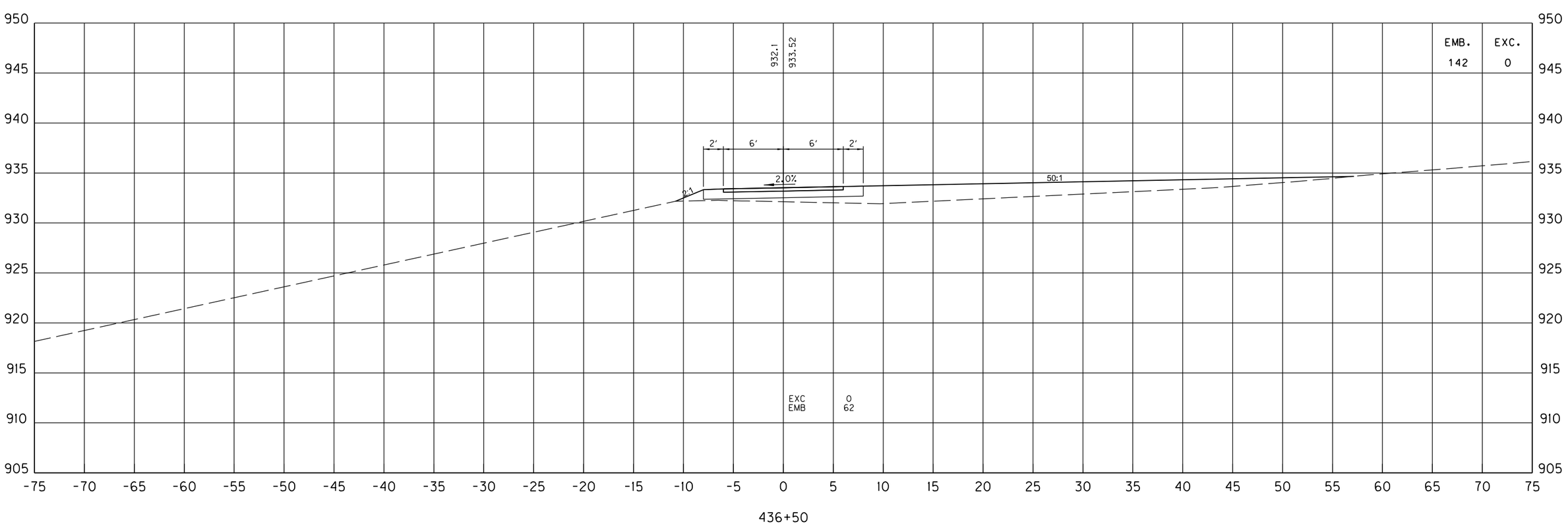


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 436+00 TO STA. 436+00

Power InRoads v8.11.9.397
E-SHEET NAME:
USER: stephen
DATE PLOTTED: October 30, 2020
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X53

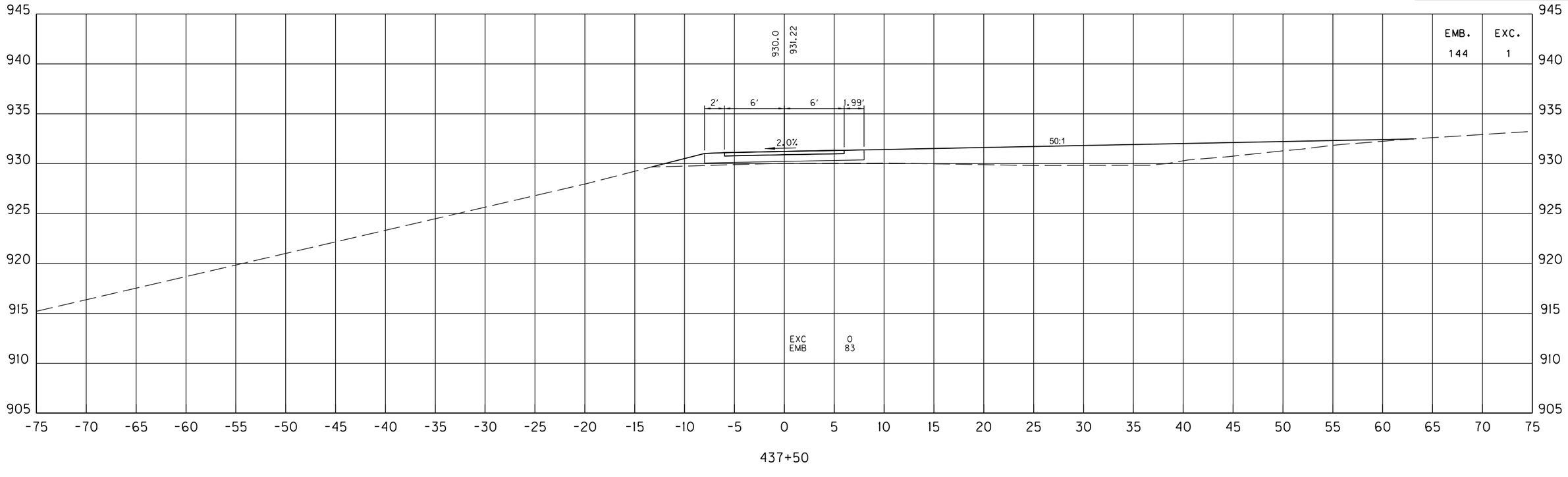


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

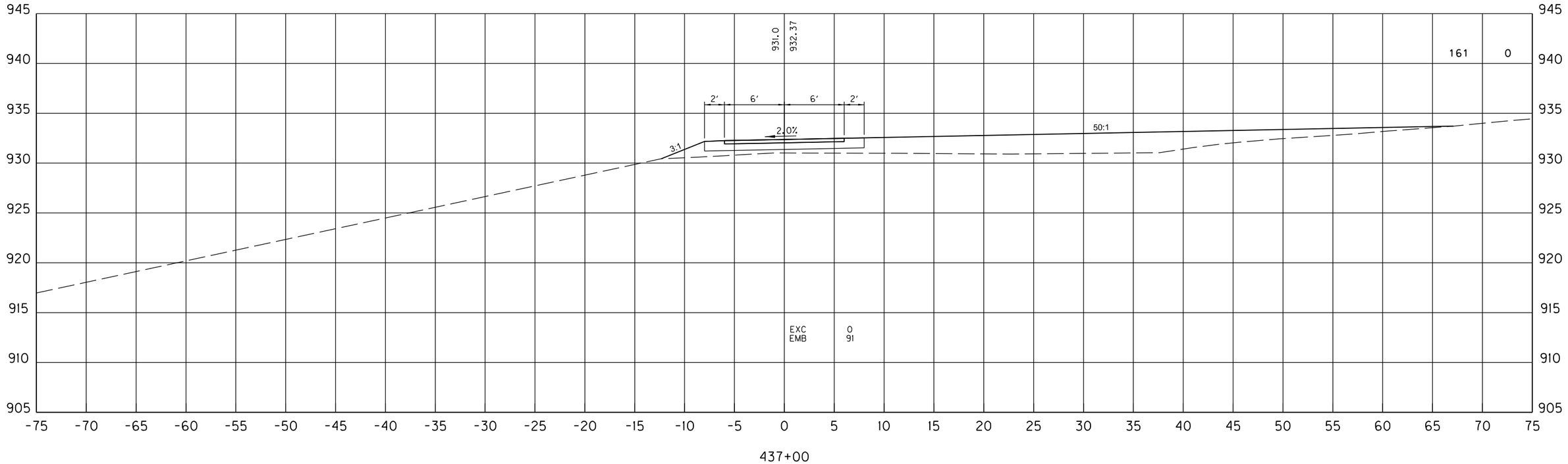
TOWN BRANCH TRAIL
STA. 436+50 TO STA. 436+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X54



437+50



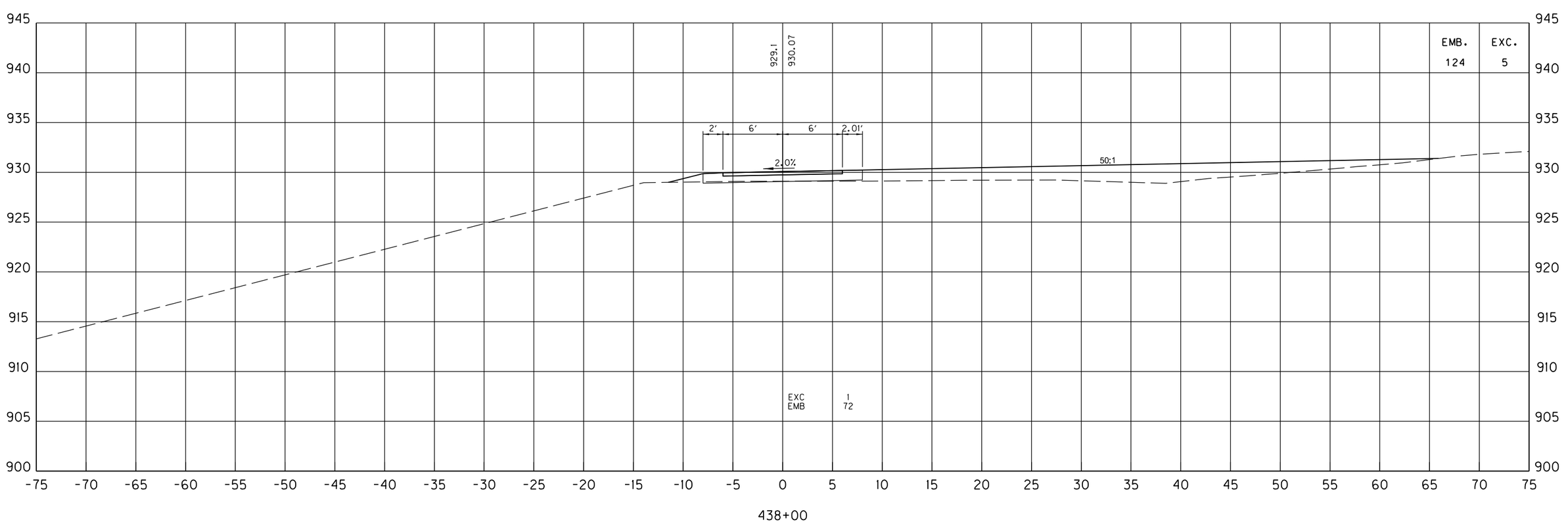
437+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 437+00 TO STA. 437+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X55

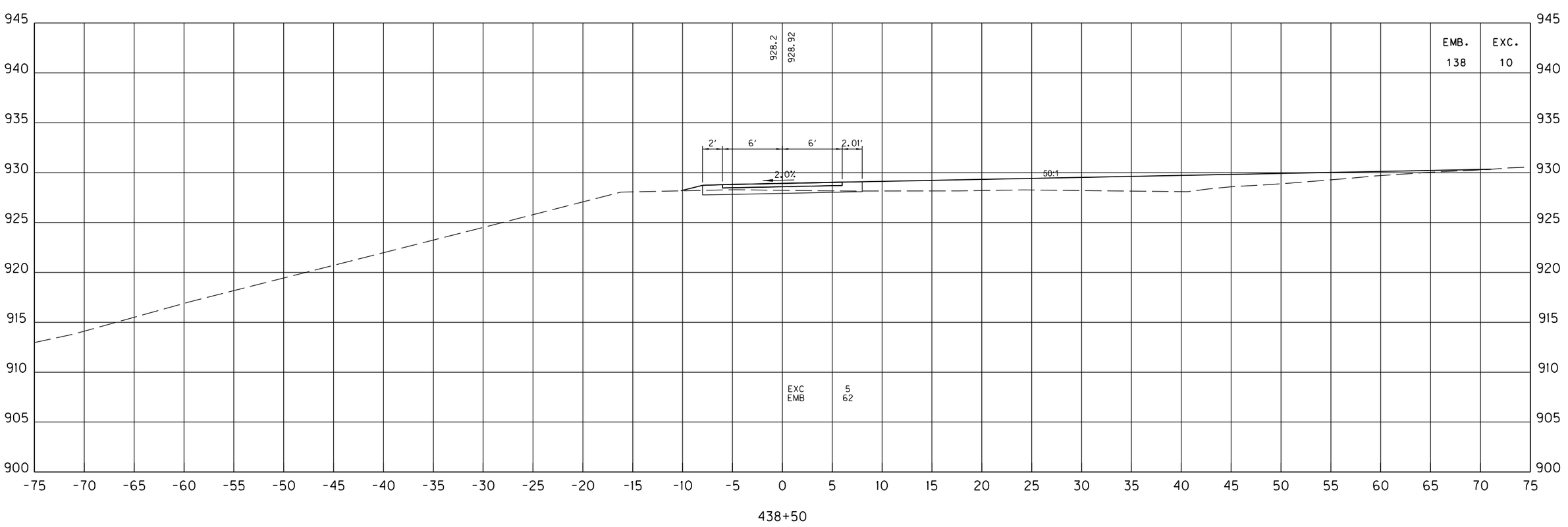


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 438+00 TO STA. 438+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X56

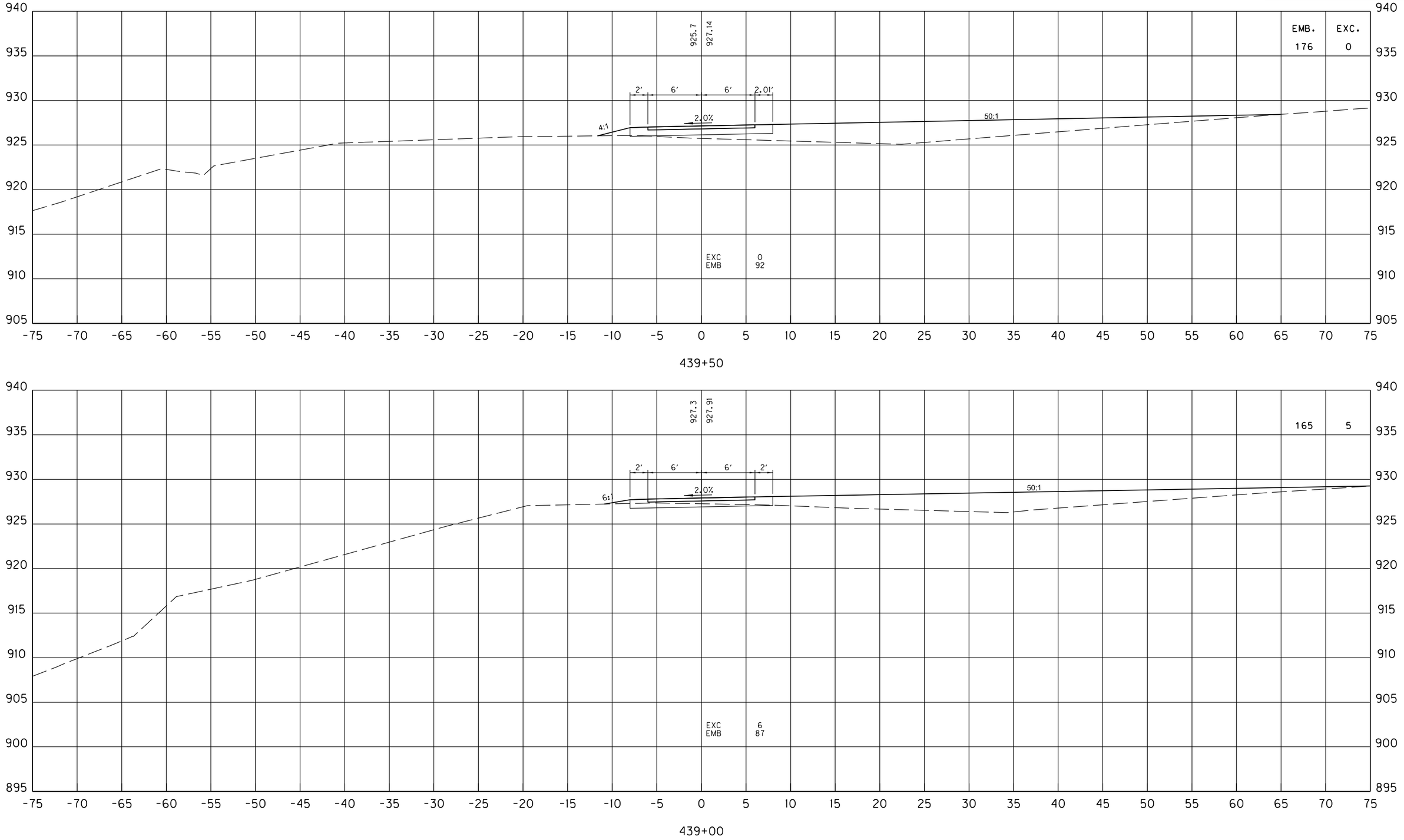


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 438+50 TO STA. 438+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X57

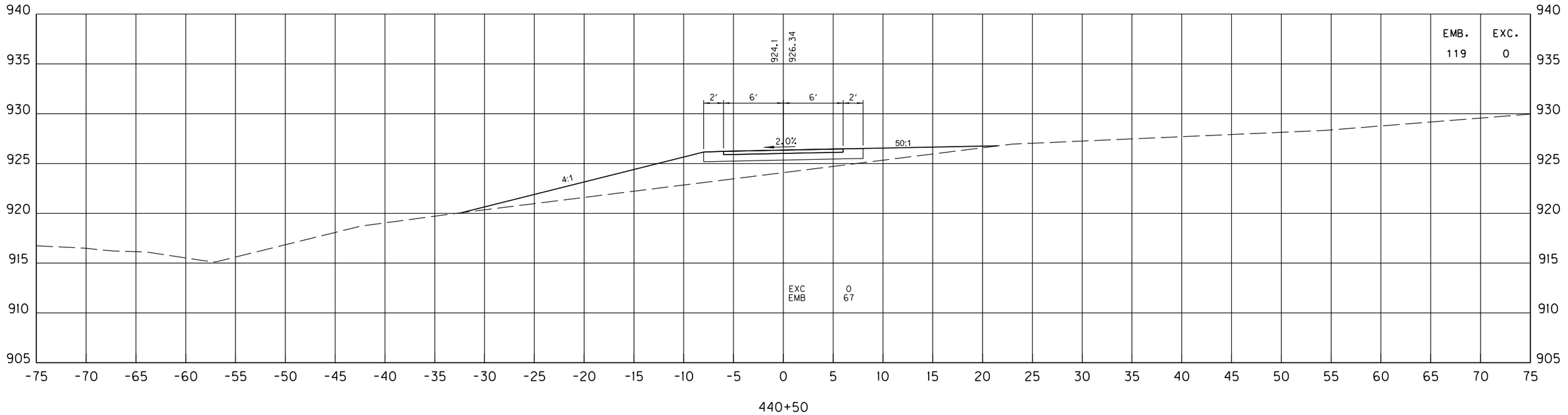


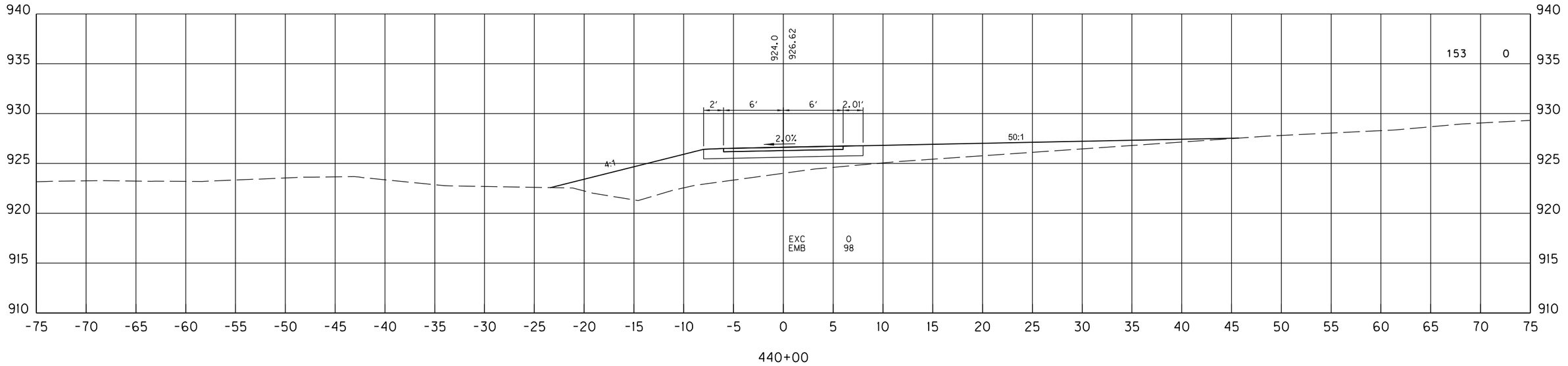
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 439+00 TO STA. 439+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X58





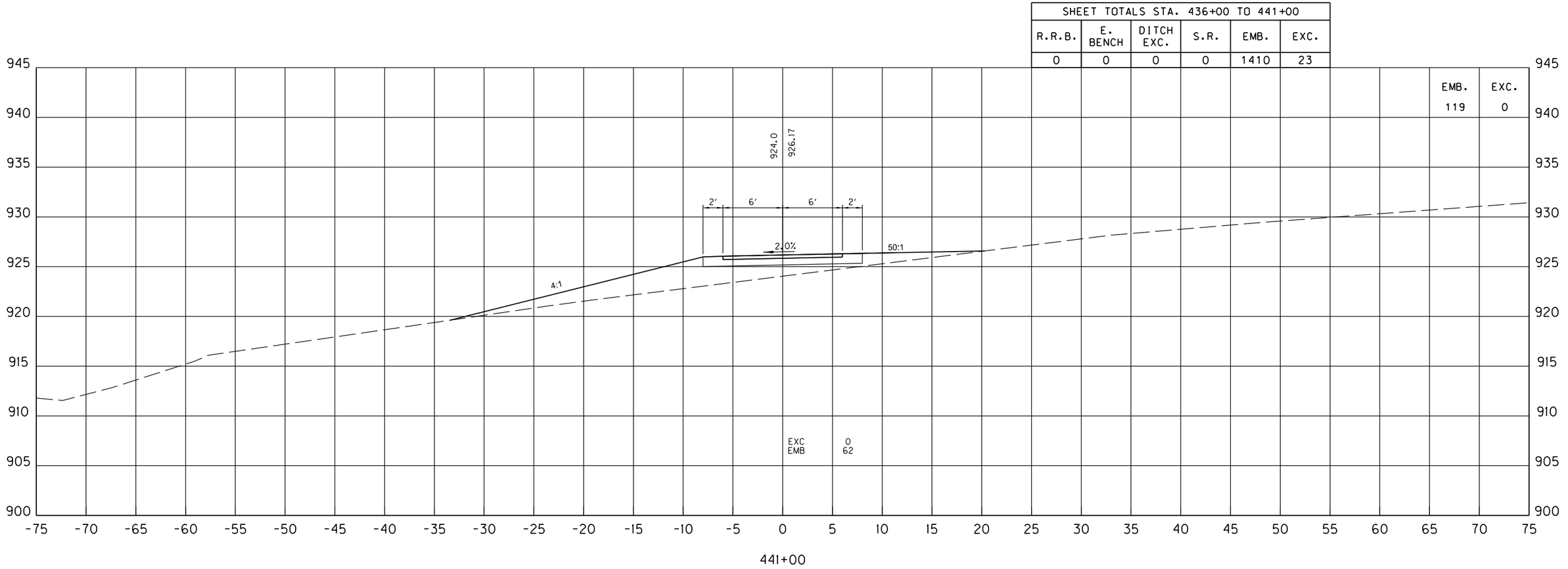
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 440+00 TO STA. 440+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X59

SHEET TOTALS STA. 436+00 TO 441+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1410	23

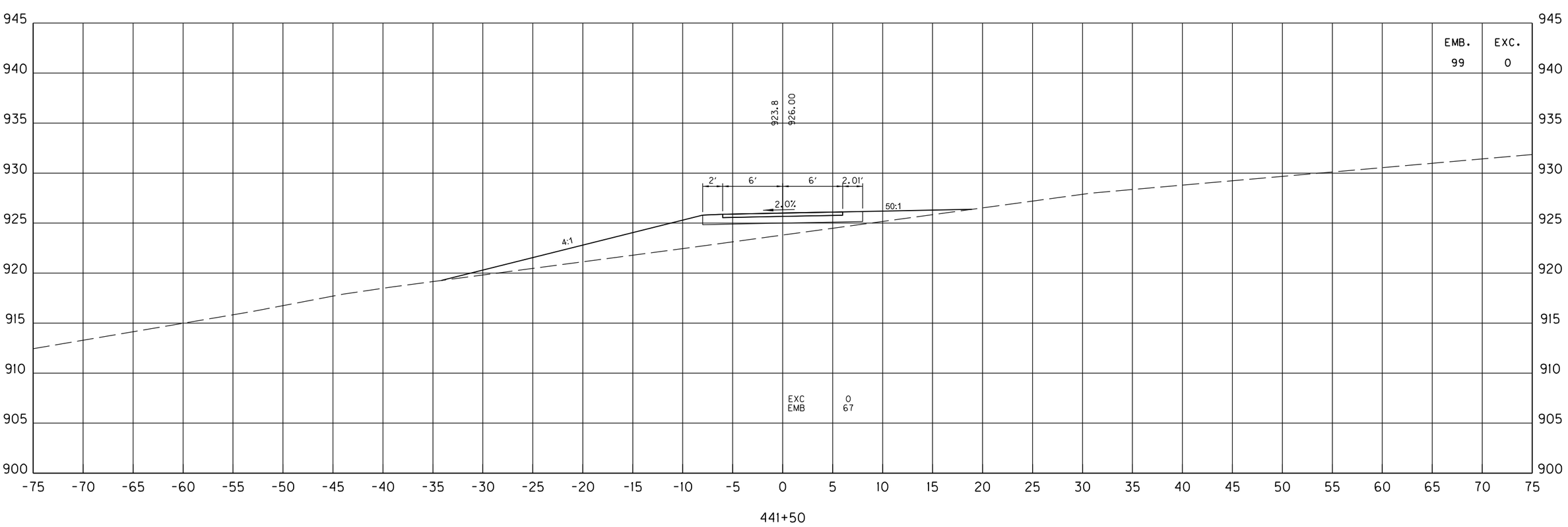


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 441+00 TO STA. 441+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X60

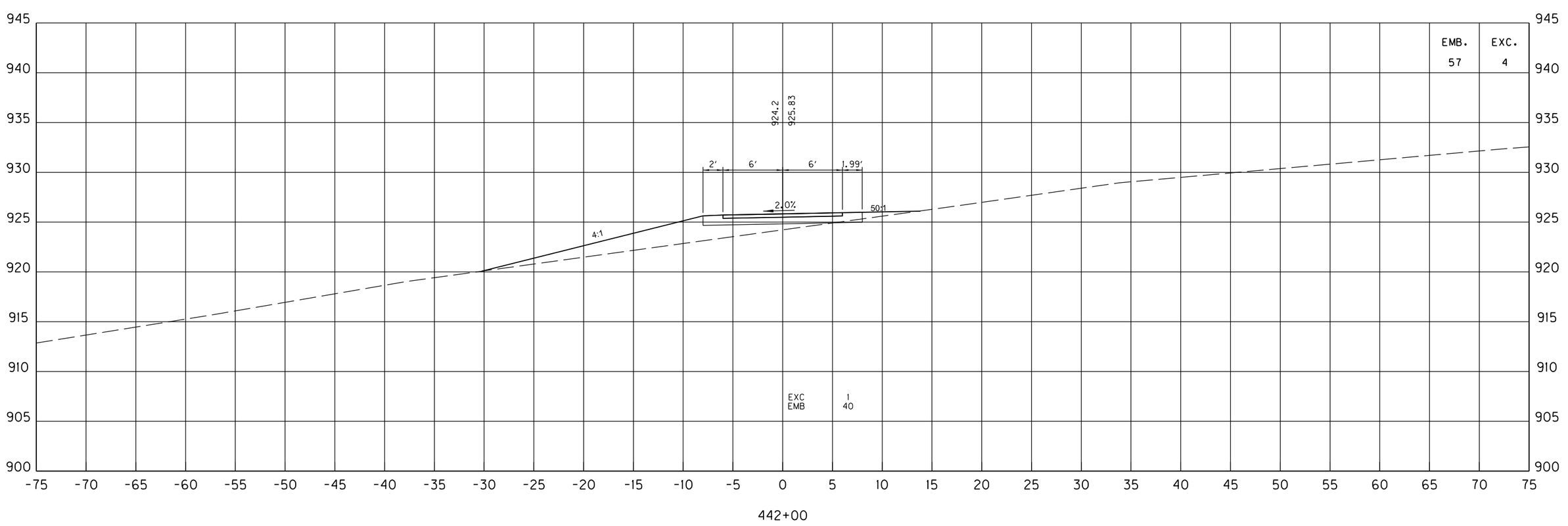


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 441+50 TO STA. 441+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X61

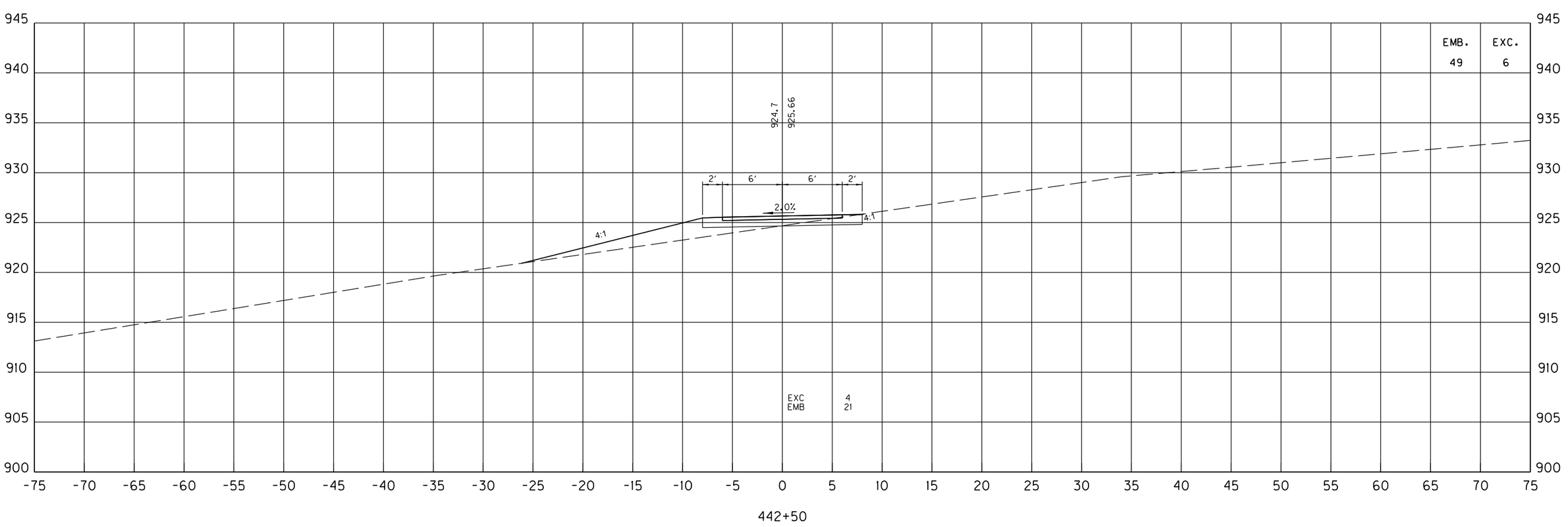


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 442+00 TO STA. 442+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X62

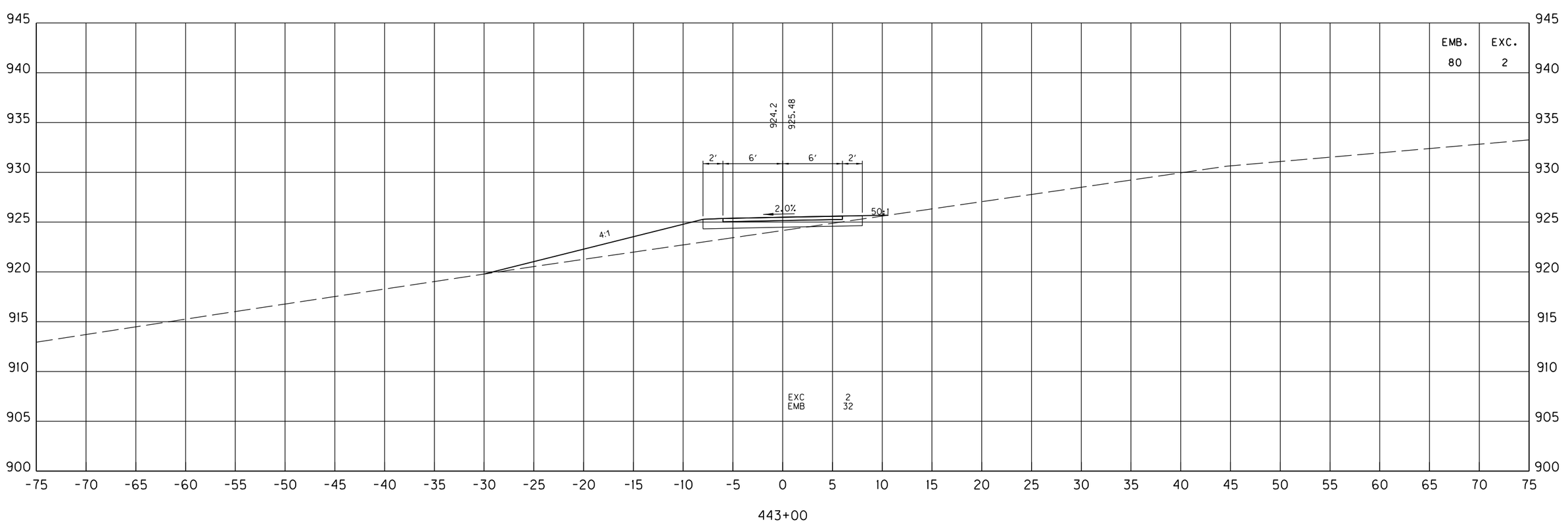


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 442+50 TO STA. 442+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X63

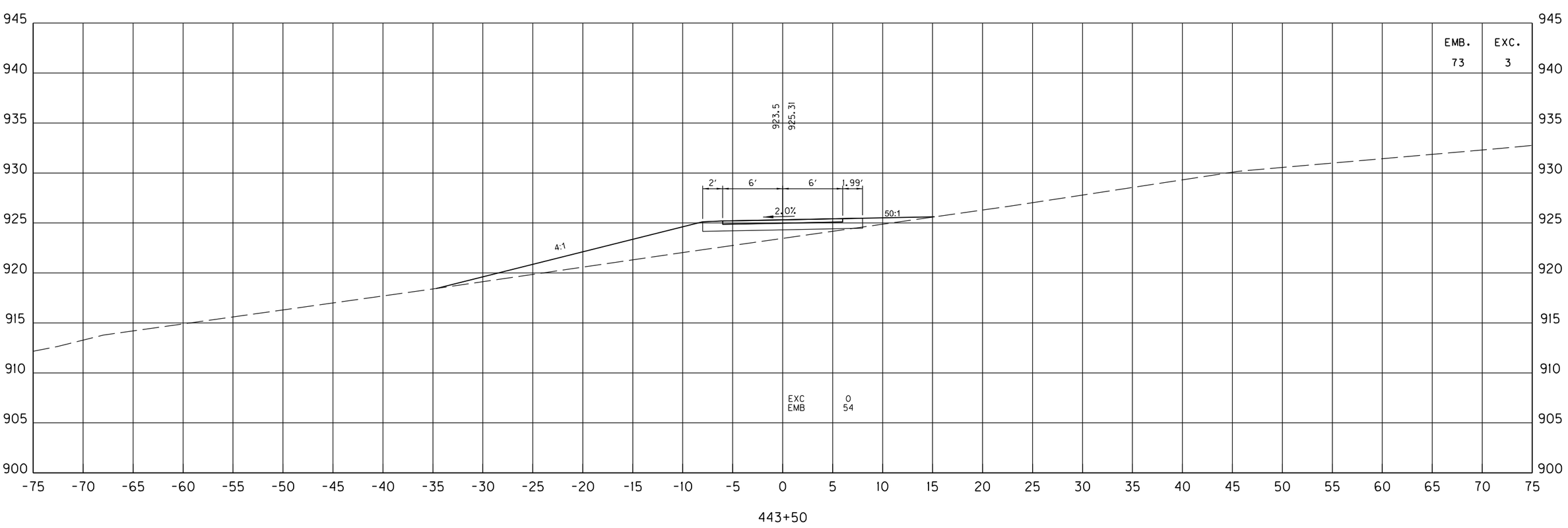


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 443+00 TO STA. 443+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X64

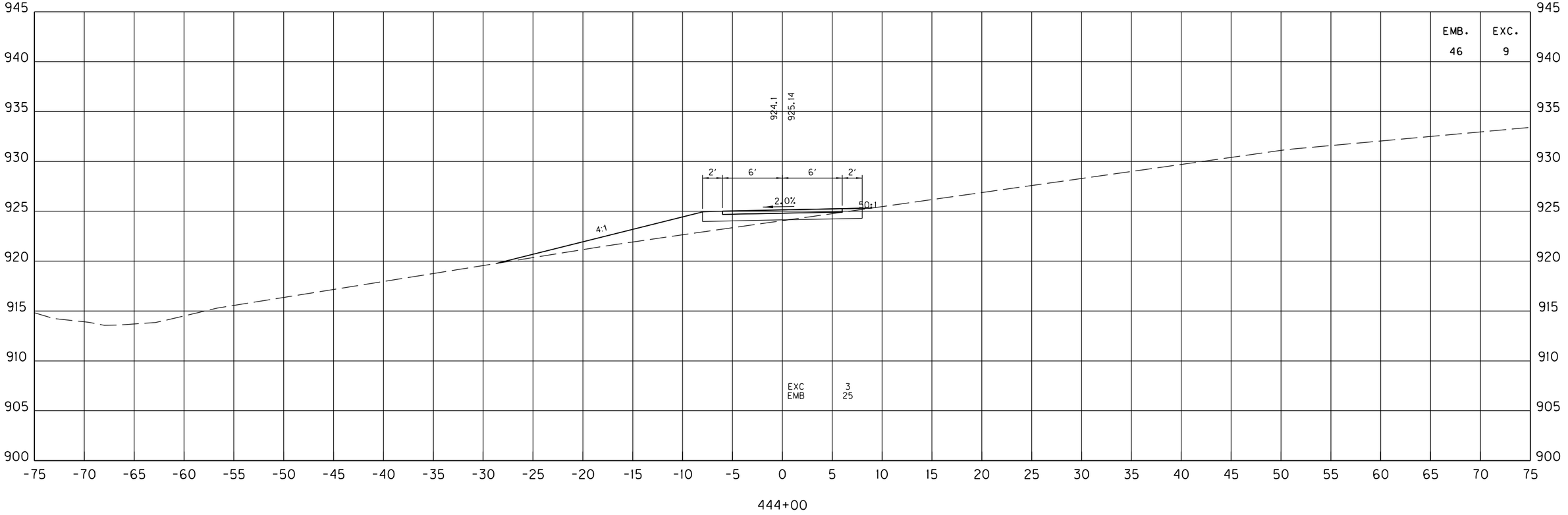


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 443+50 TO STA. 443+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X65

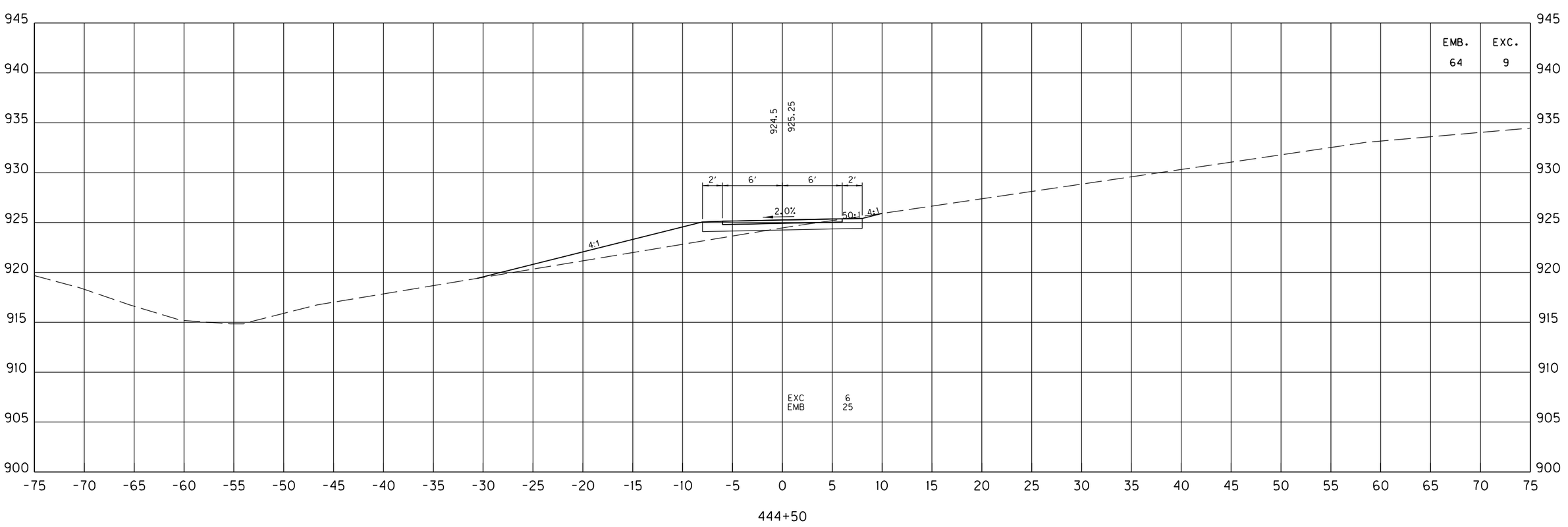


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 444+00 TO STA. 444+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X66

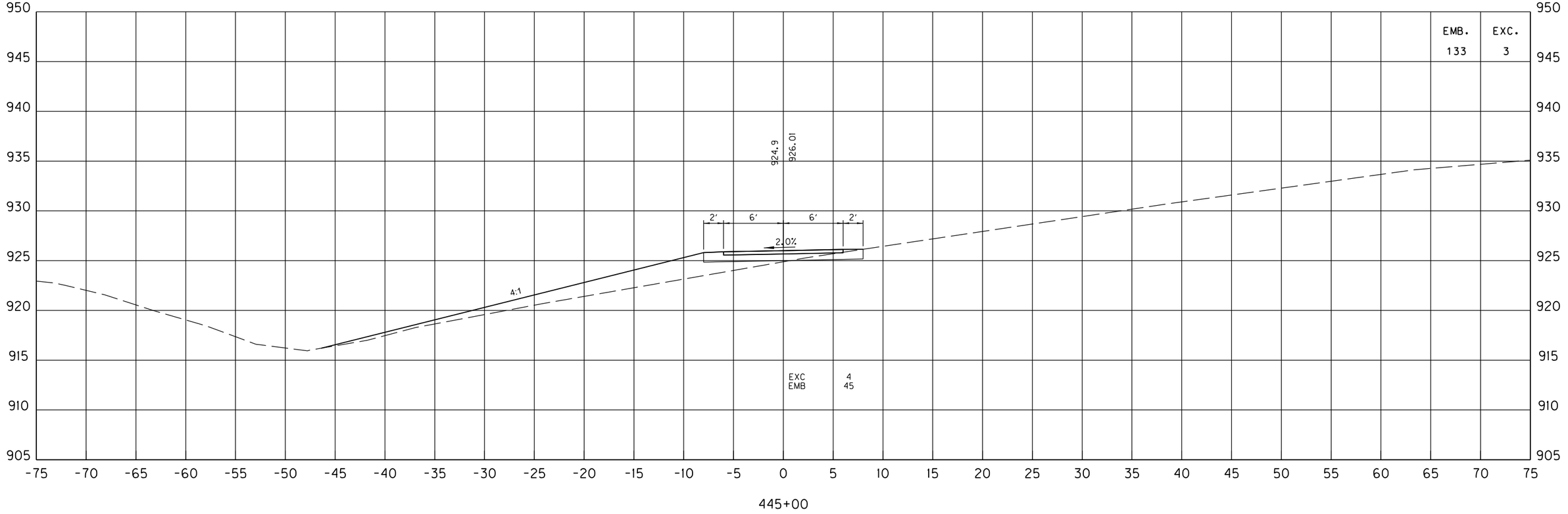


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 444+50 TO STA. 444+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X67

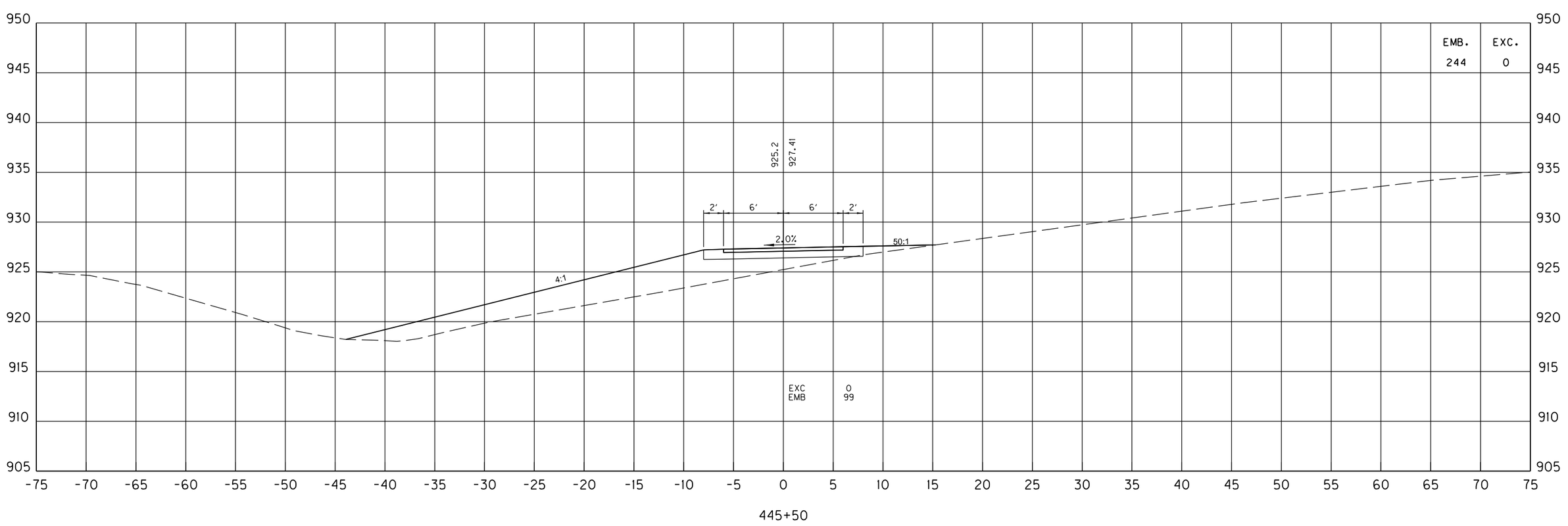


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 445+00 TO STA. 445+00

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X68

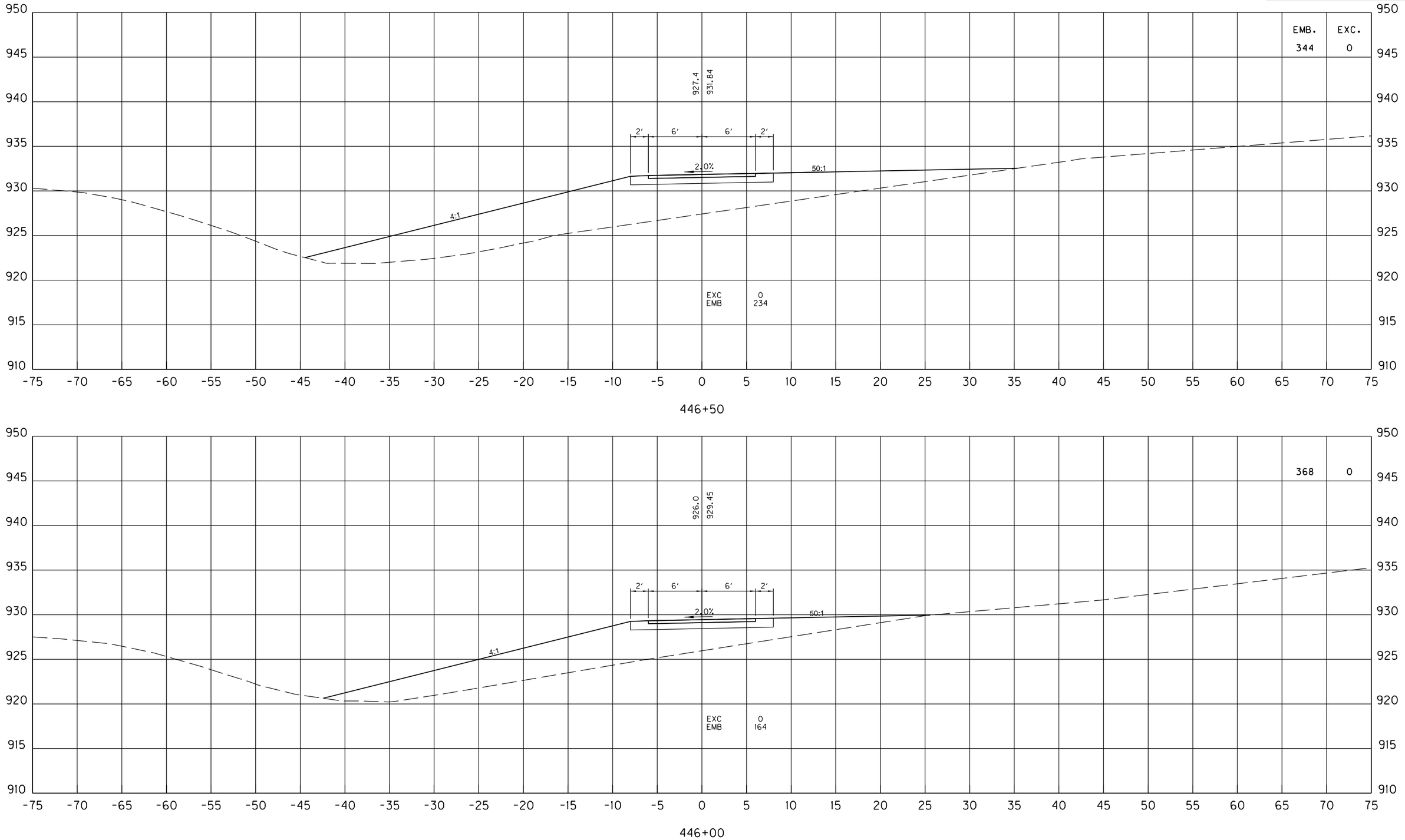


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 445+50 TO STA. 445+50

Power InRoads v8.11.9.397 E-SHEET NAME: USER: stephen DATE PLOTTED: October 30, 2020 FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X69

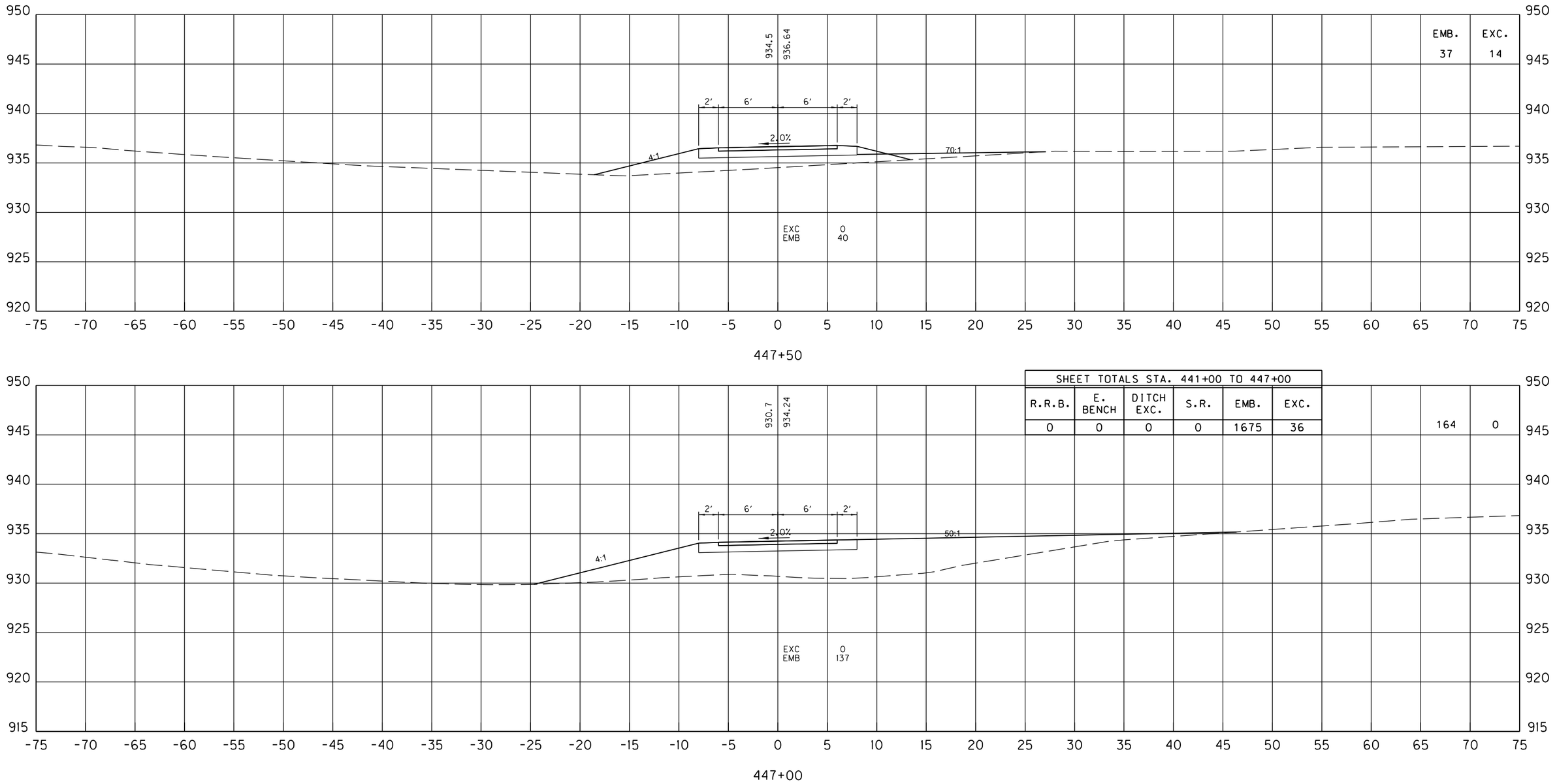


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 446+00 TO STA. 446+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X70



SHEET TOTALS STA. 441+00 TO 447+00

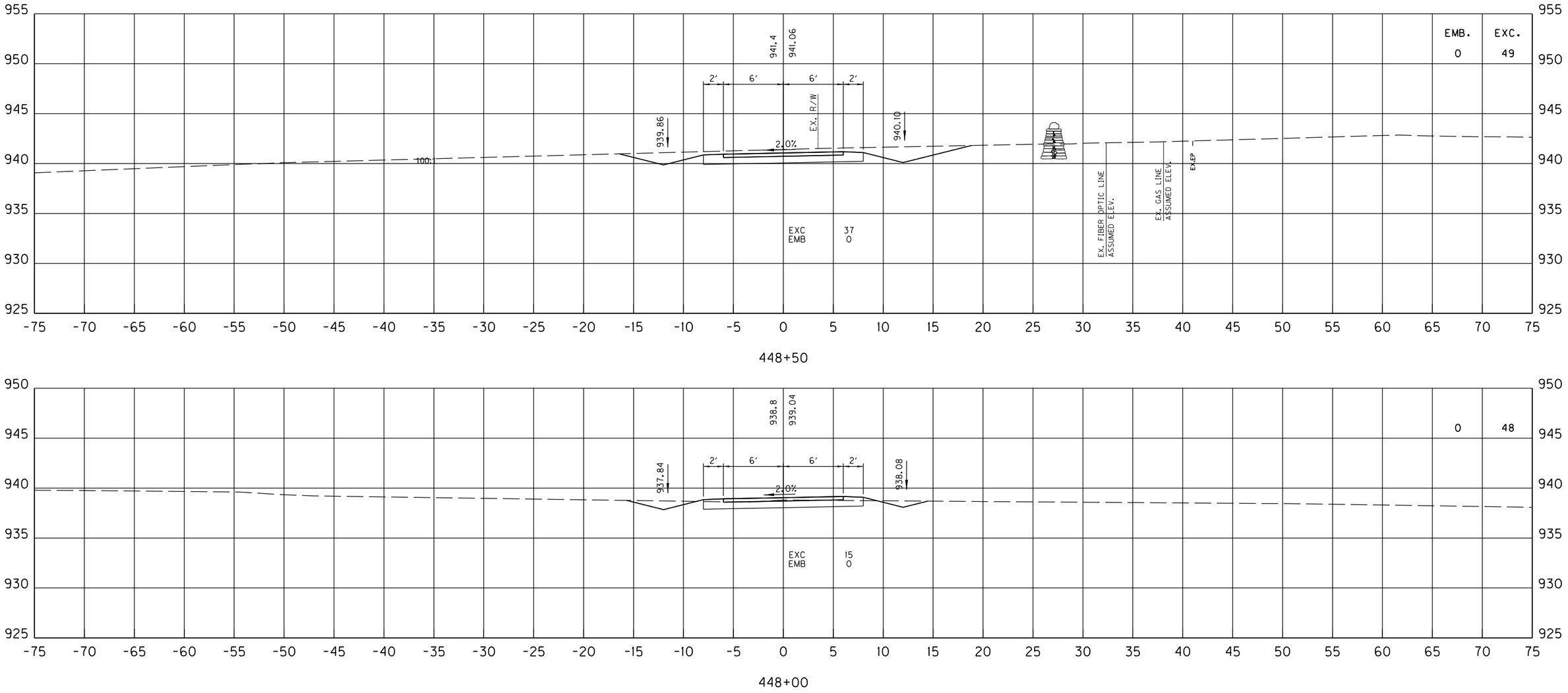
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1675	36

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 447+00 TO STA. 447+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X71

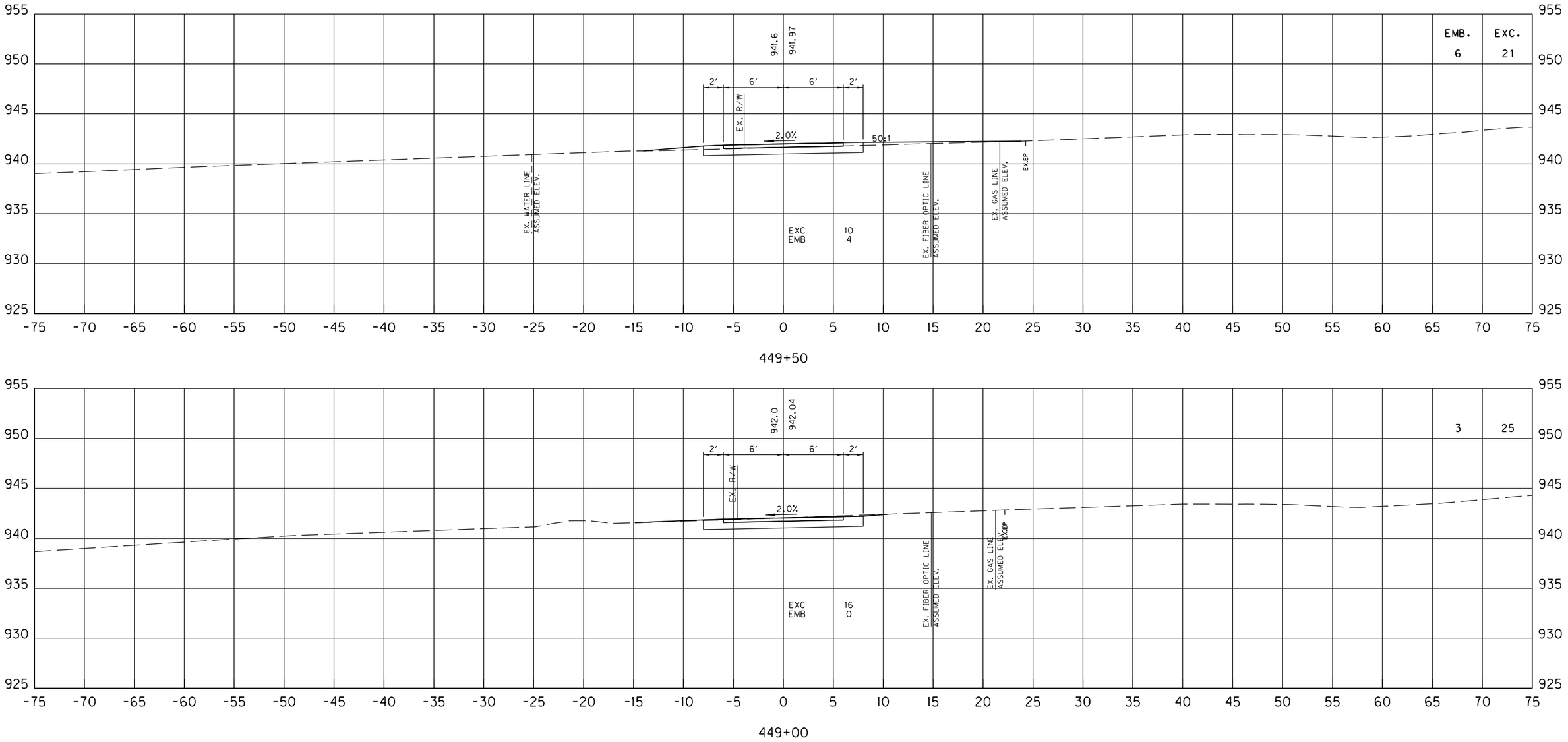


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 448+00 TO STA. 448+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X72

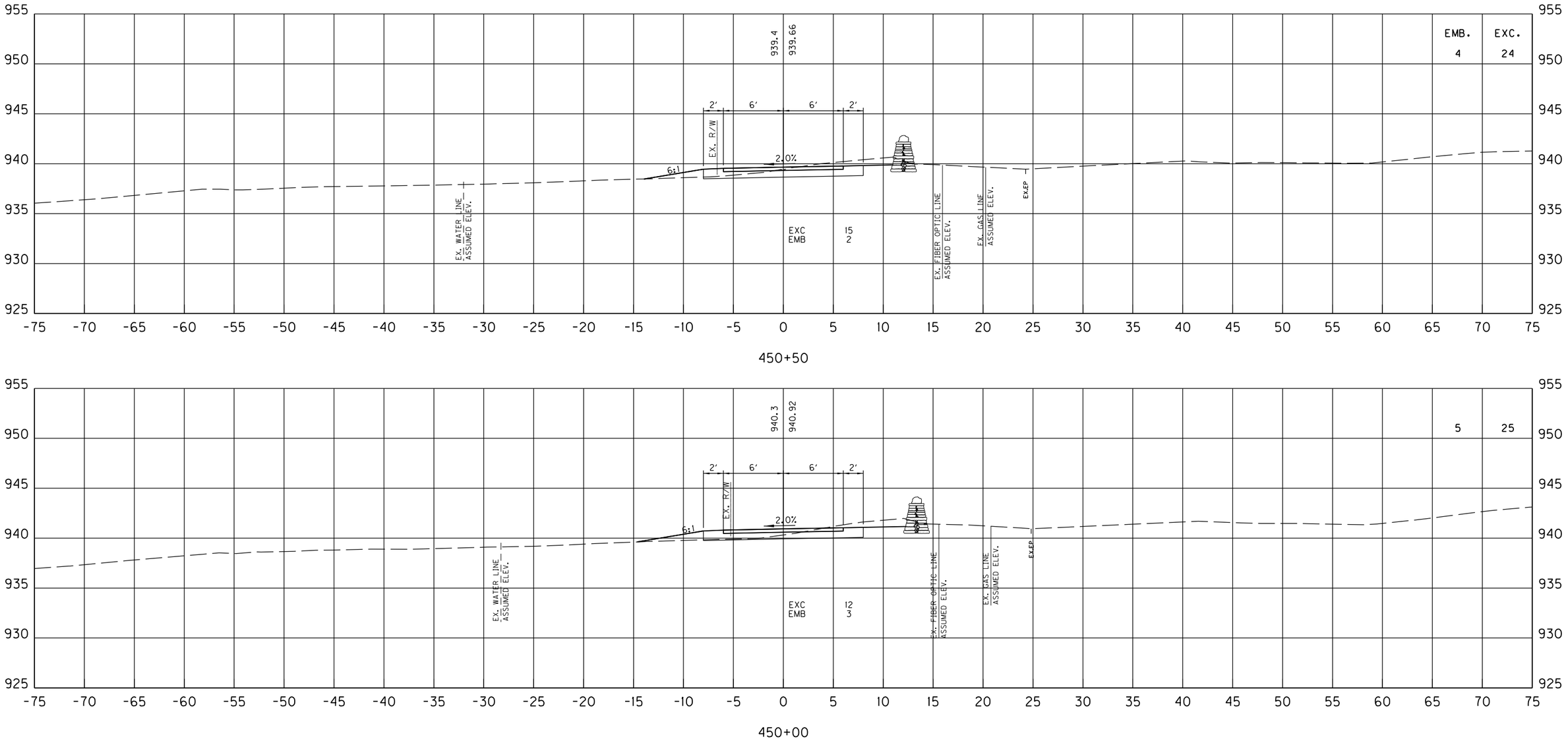


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 449+00 TO STA. 449+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X73

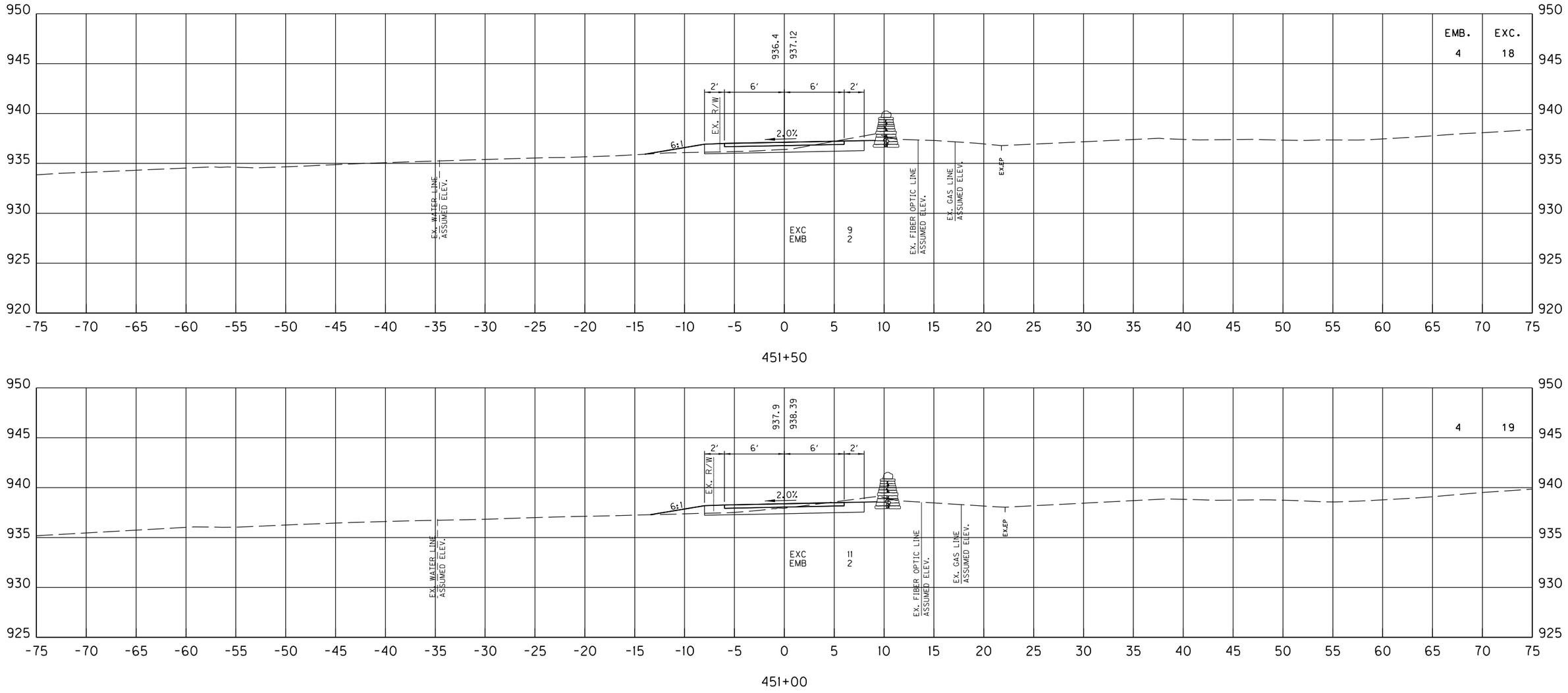


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 450+00 TO STA. 450+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X74

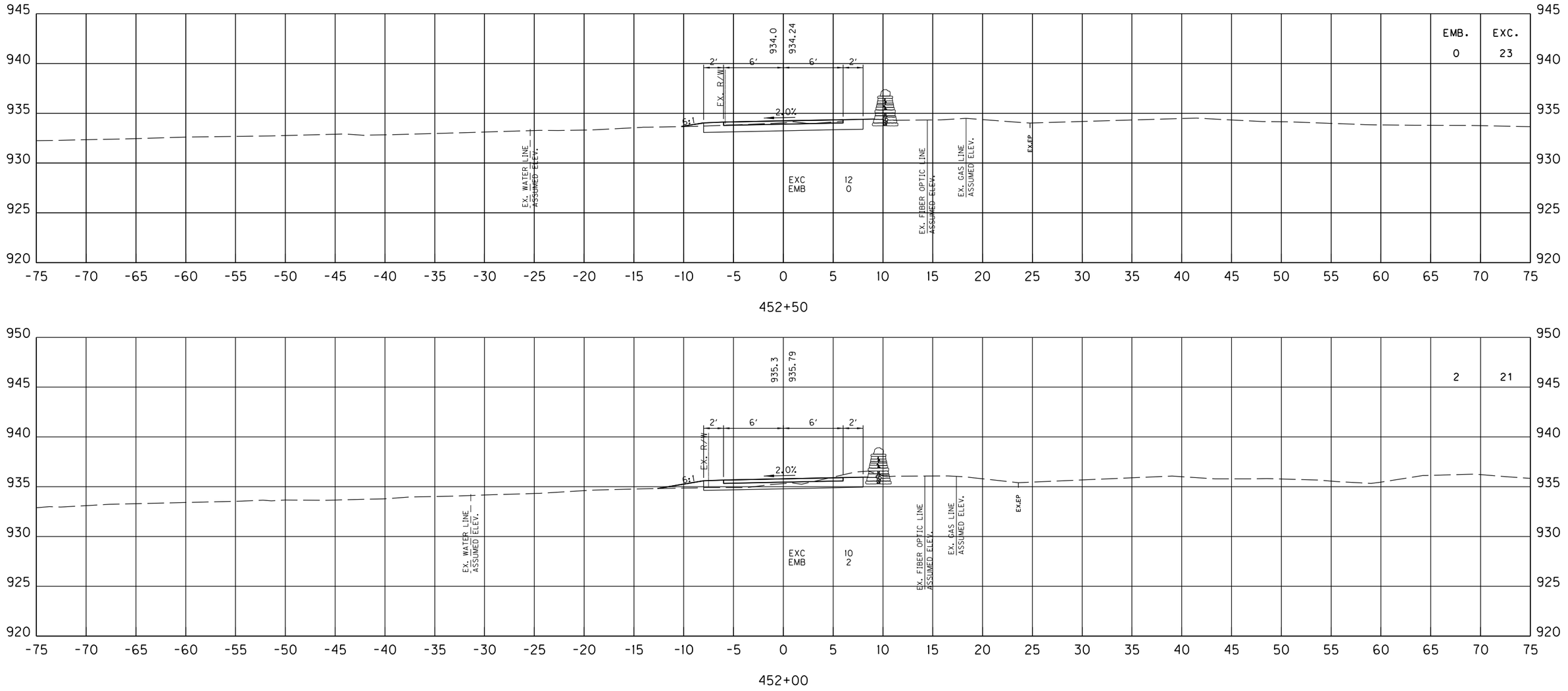


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 451+00 TO STA. 451+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X75



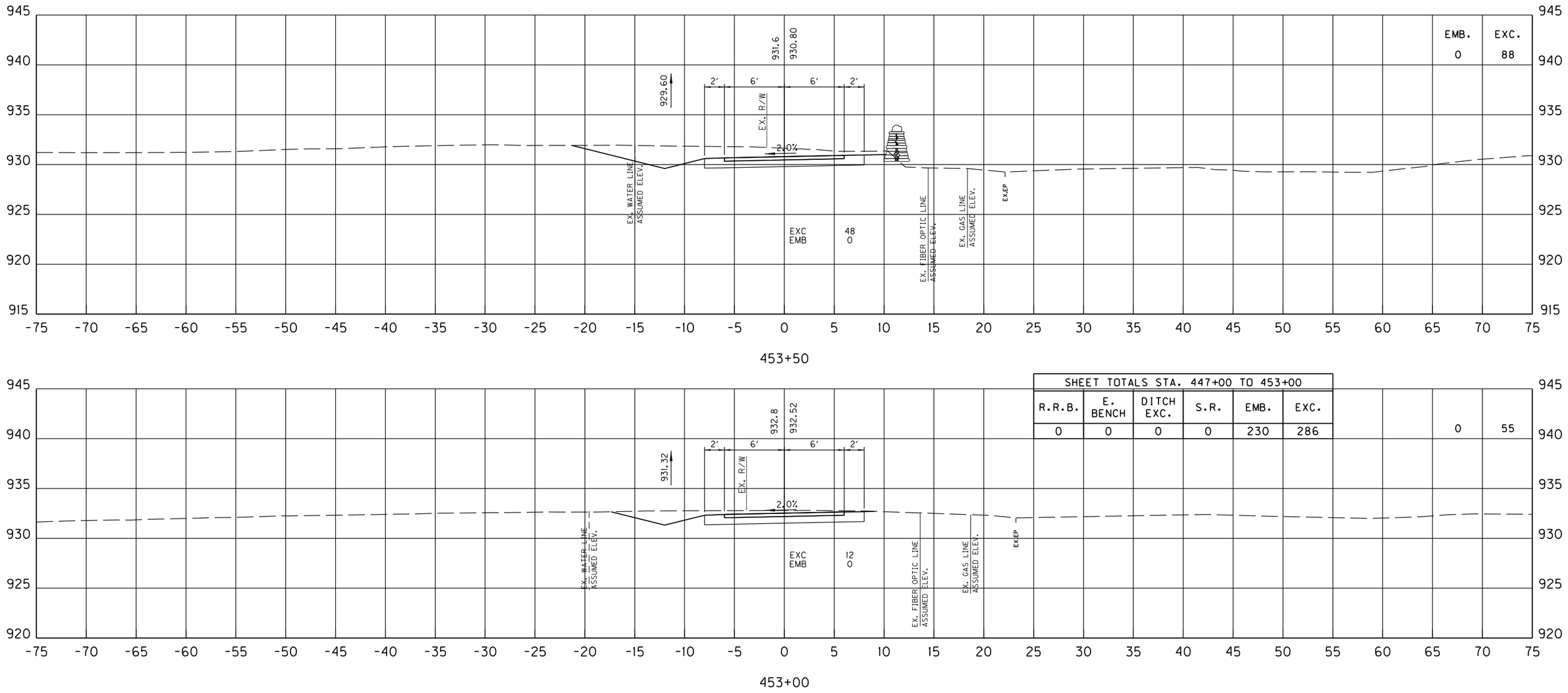
452+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 452+00 TO STA. 452+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X76



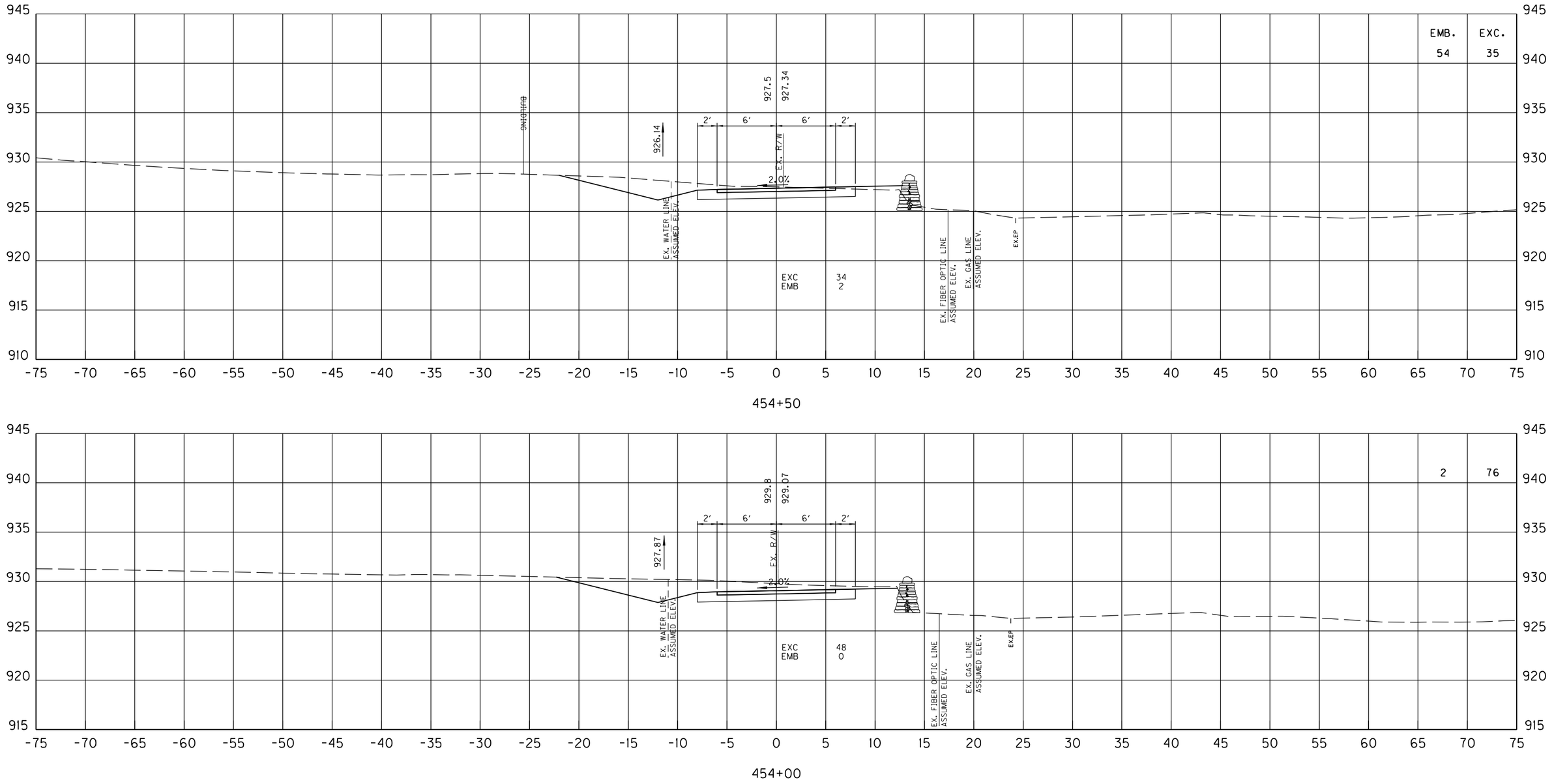
SHEET TOTALS STA. 447+00 TO 453+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	230	286

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 453+00 TO STA. 453+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X77

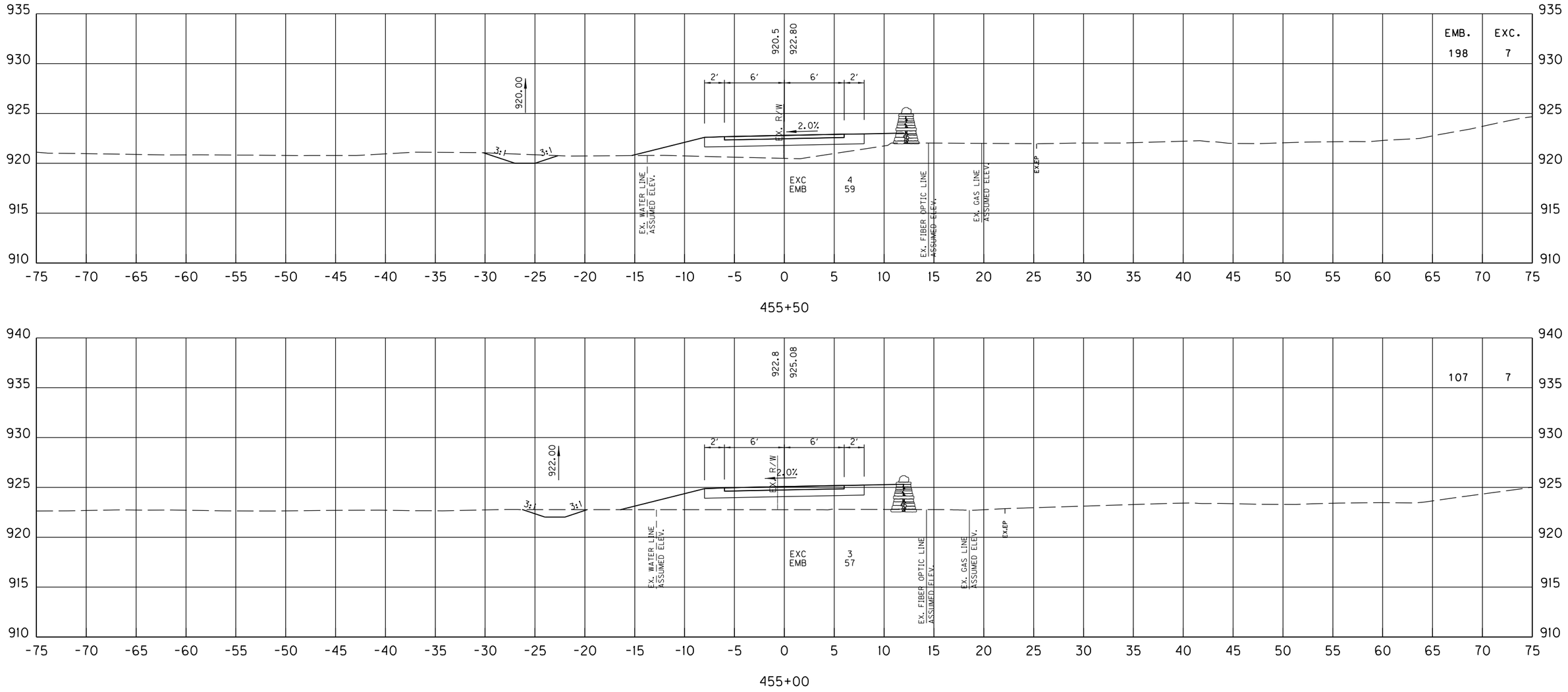


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 454+00 TO STA. 454+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X78

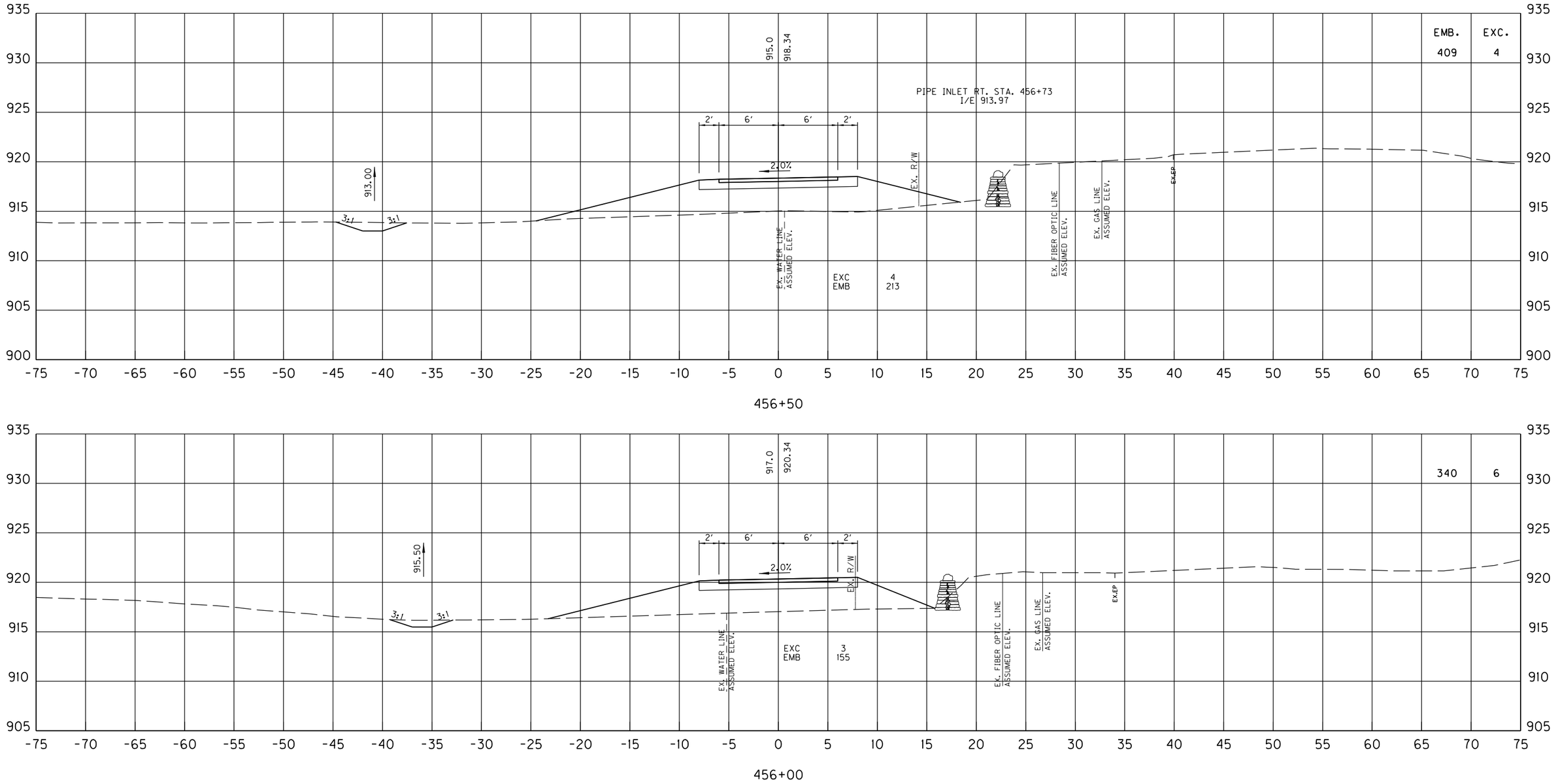


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 455+00 TO STA. 455+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X79

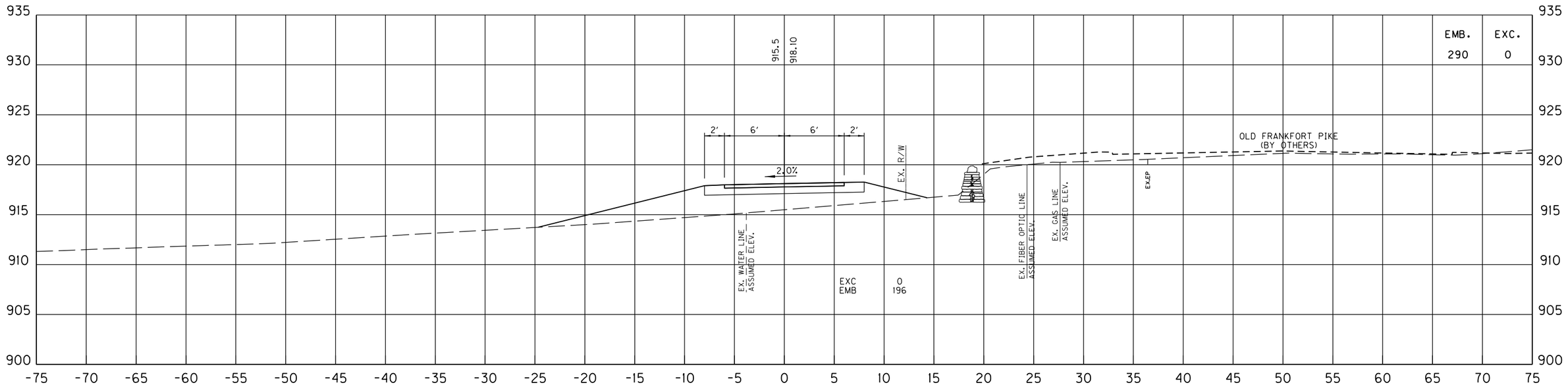


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

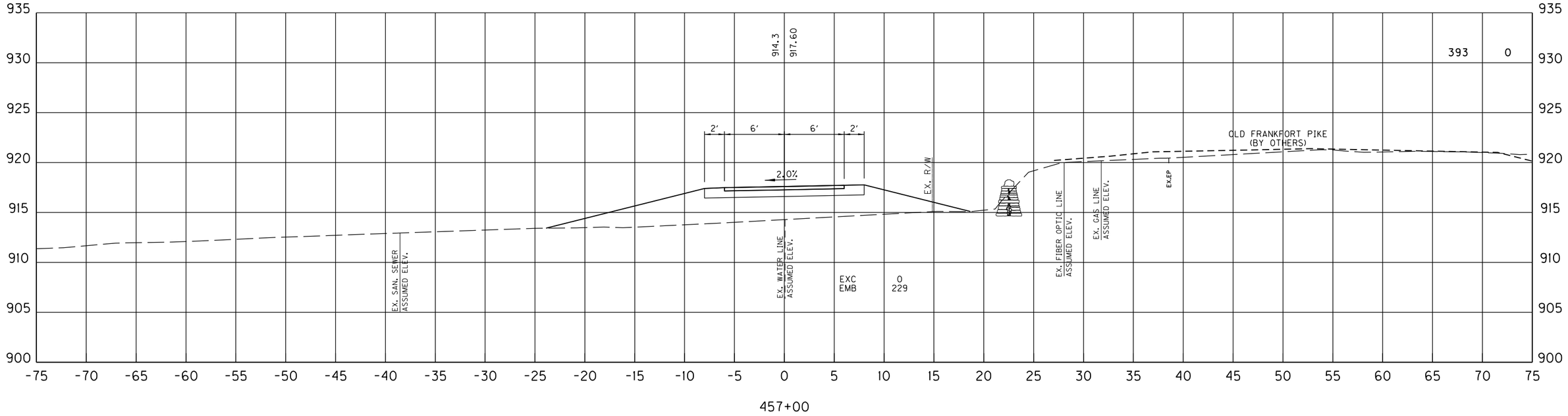
TOWN BRANCH TRAIL
STA. 456+00 TO STA. 456+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X80



457+50



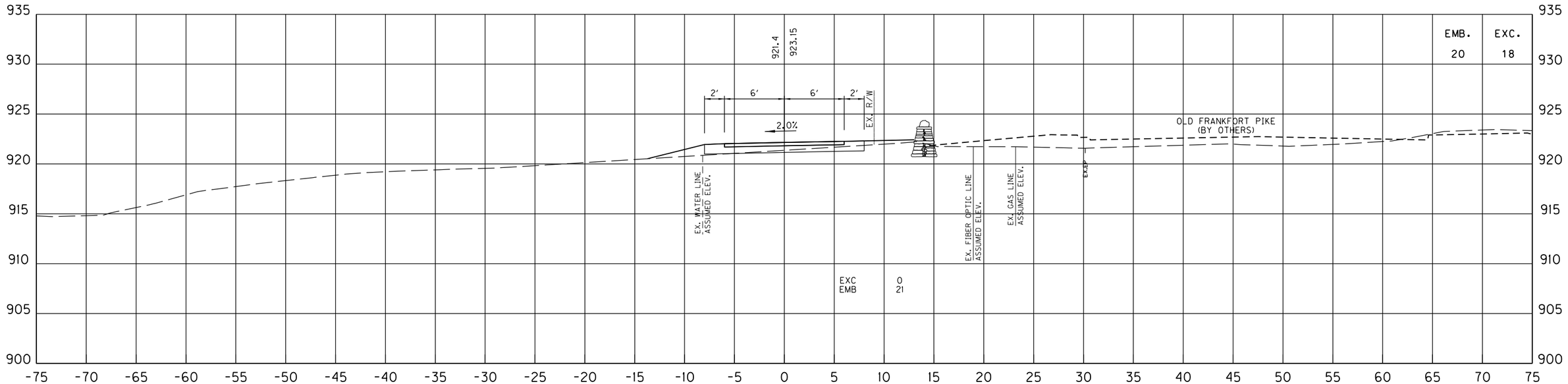
457+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

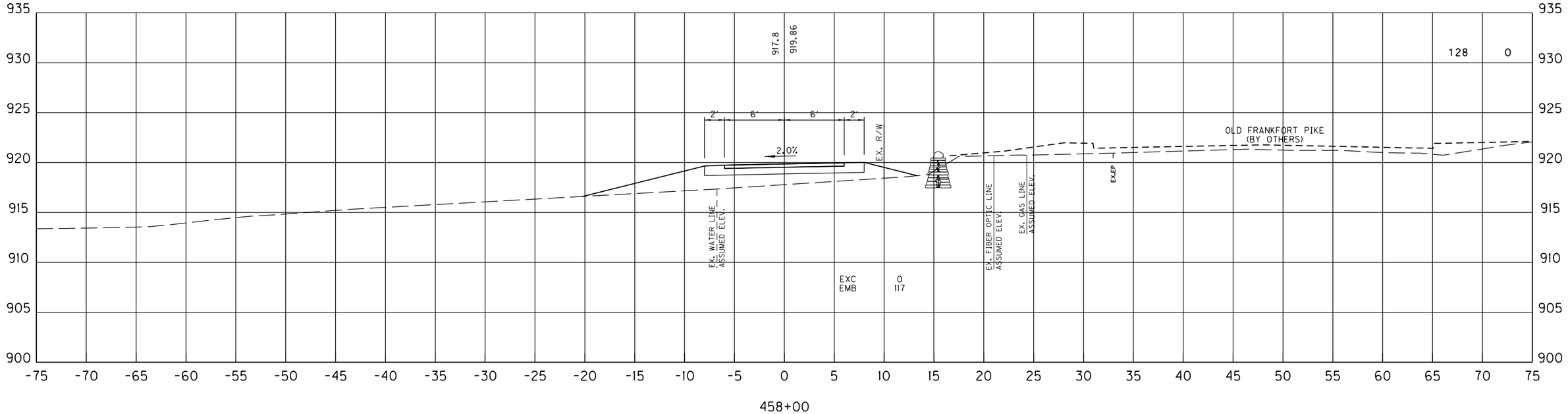
TOWN BRANCH TRAIL
STA. 457+00 TO STA. 457+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X81



458+50



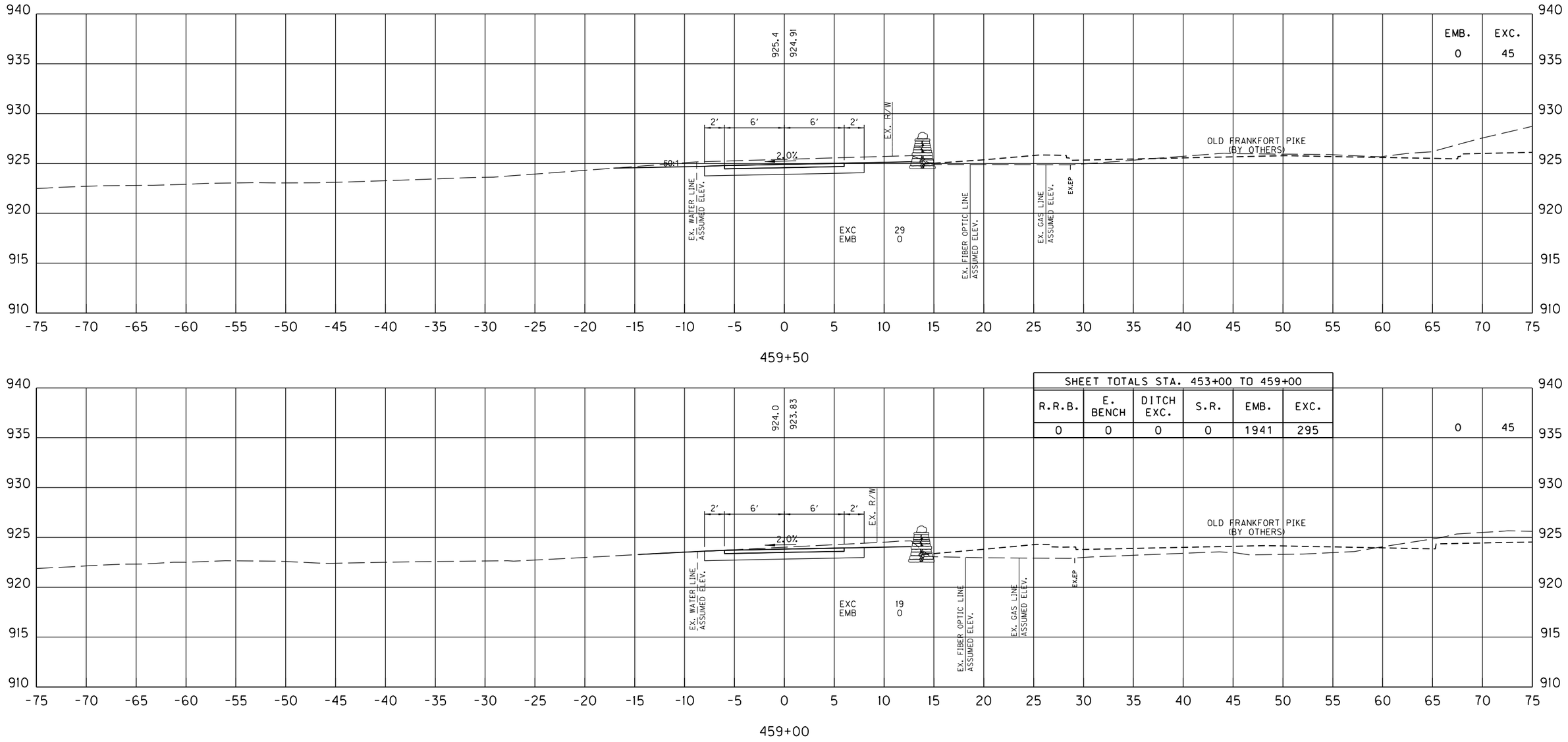
458+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 458+00 TO STA. 458+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X82



SHEET TOTALS STA. 453+00 TO 459+00

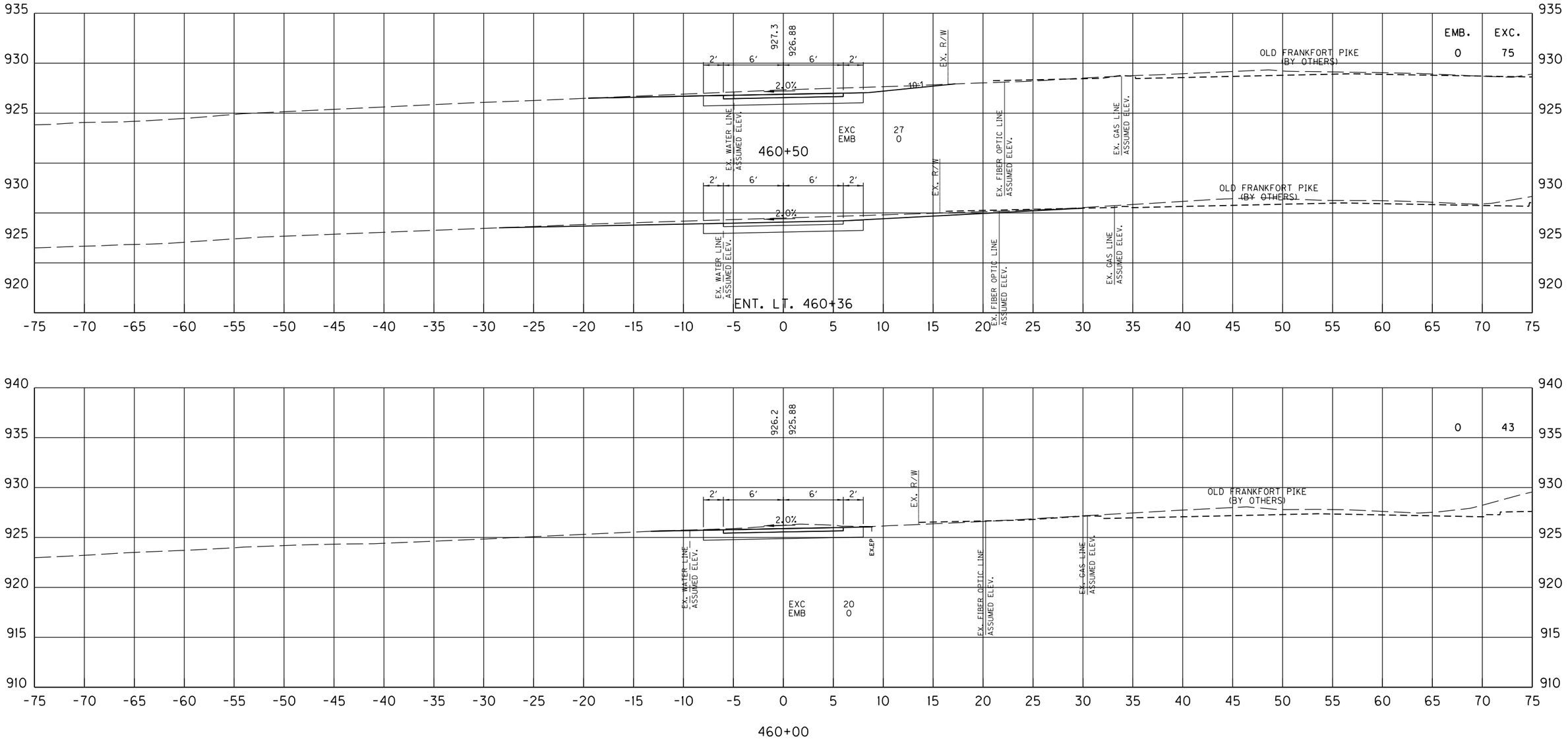
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1941	295

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 459+00 TO STA. 459+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X83

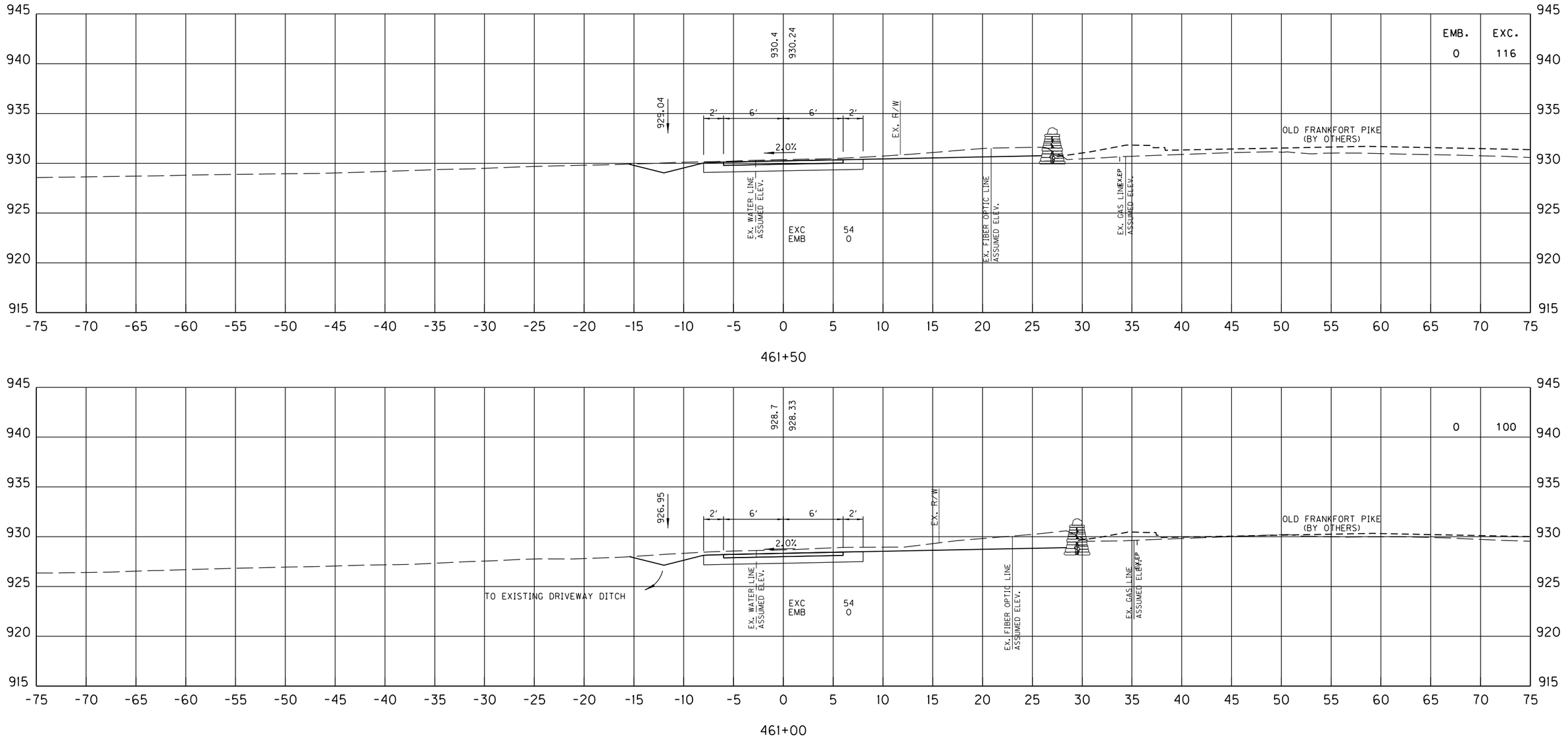


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 460+00 TO STA. 460+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X84

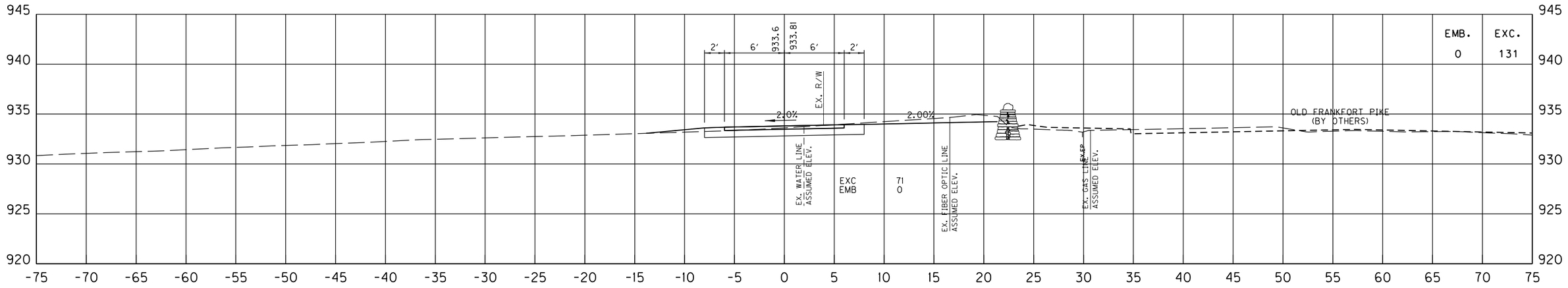


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

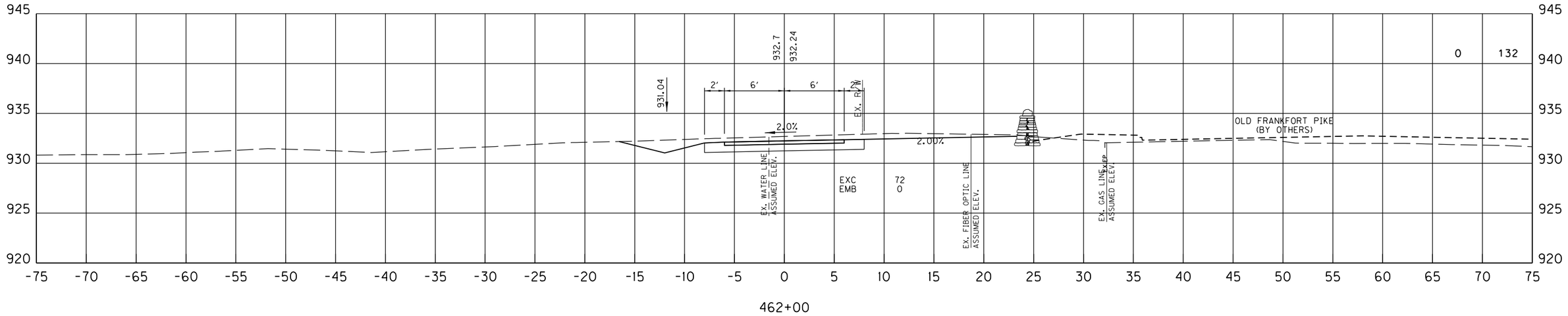
TOWN BRANCH TRAIL
STA. 461+00 TO STA. 461+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X85



462+50



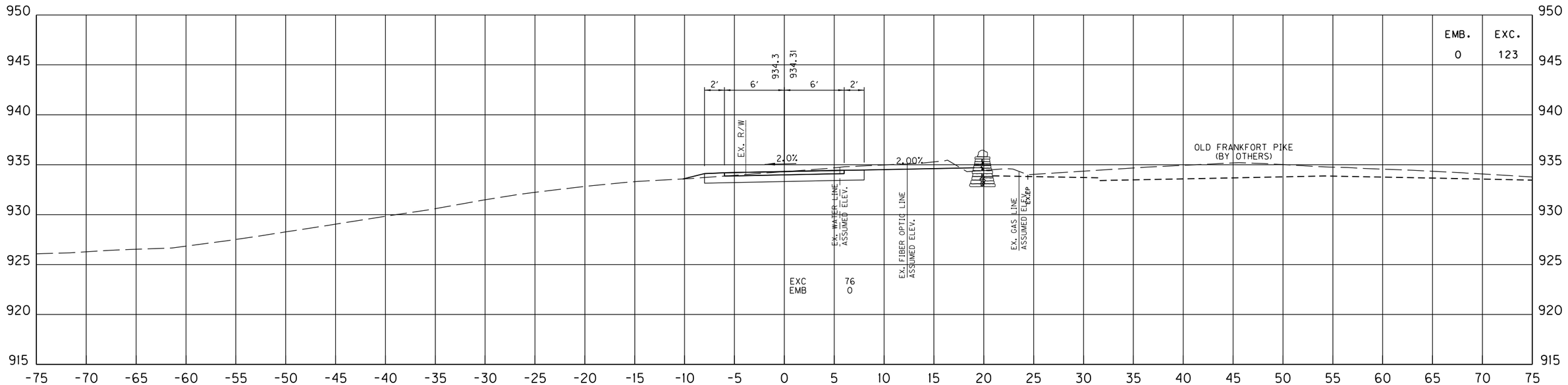
462+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

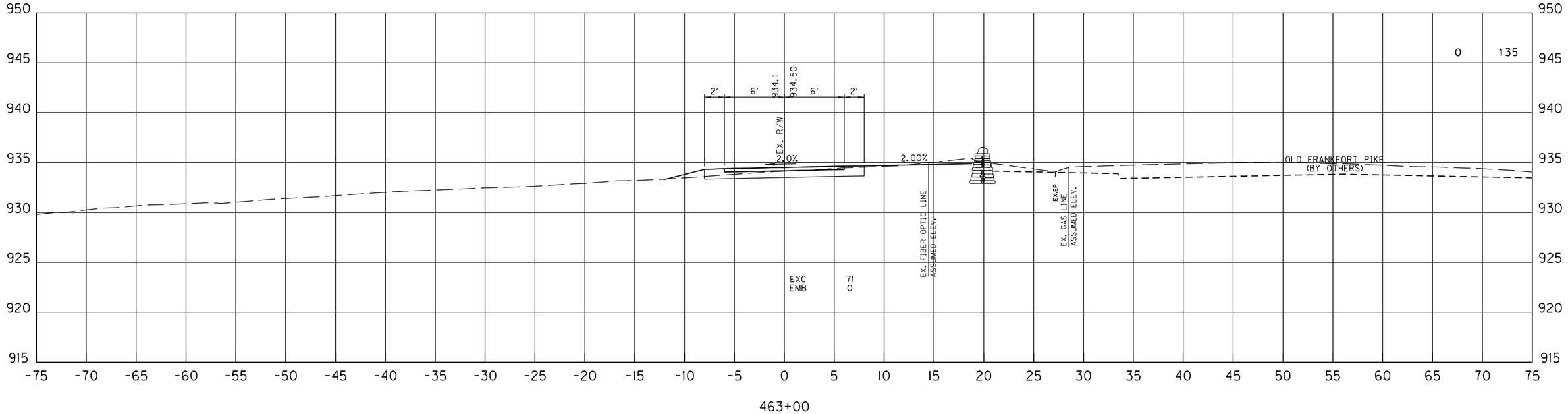
TOWN BRANCH TRAIL
STA. 462+00 TO STA. 462+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X86



463+50



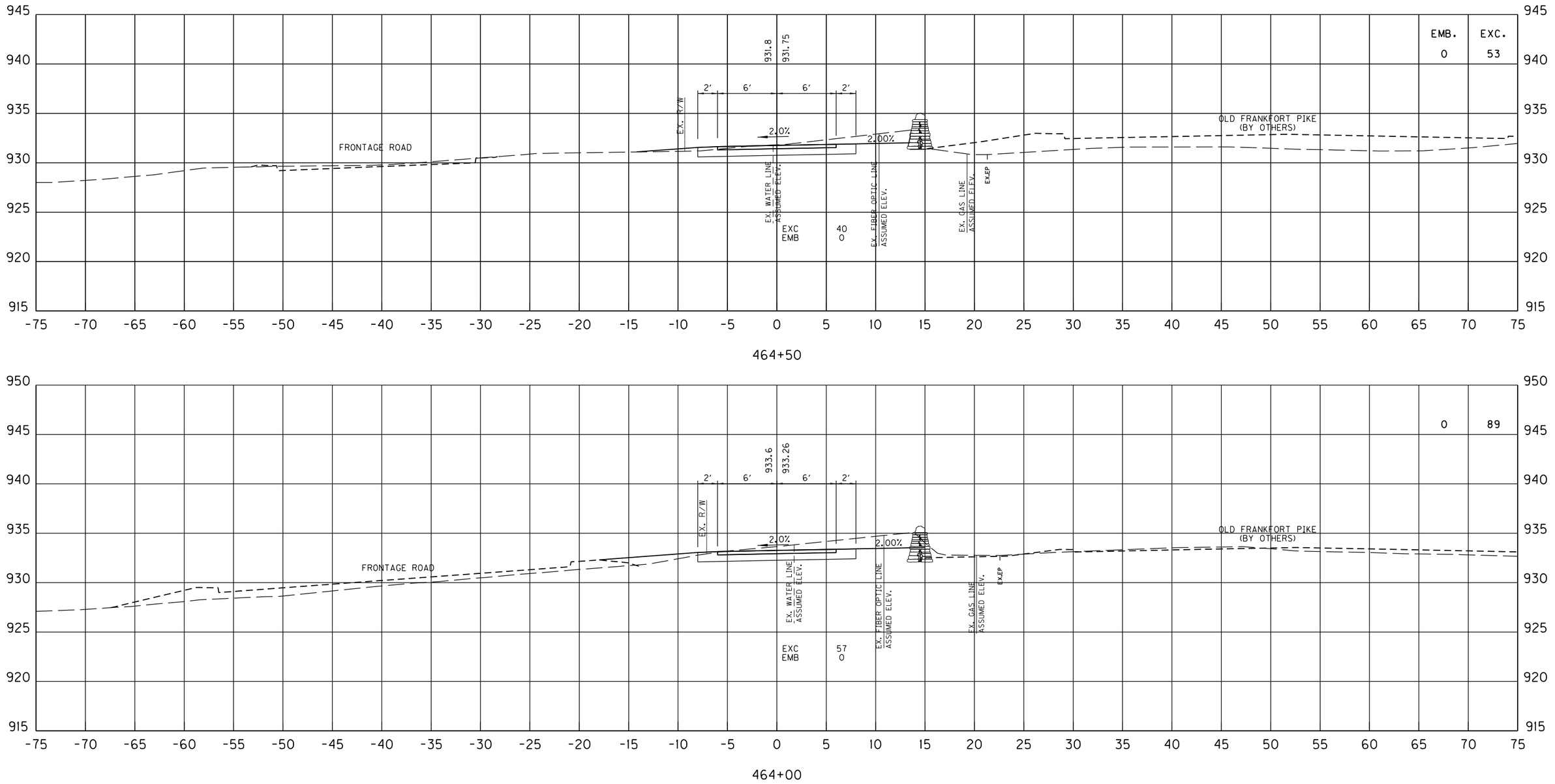
463+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 463+00 TO STA. 463+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X87

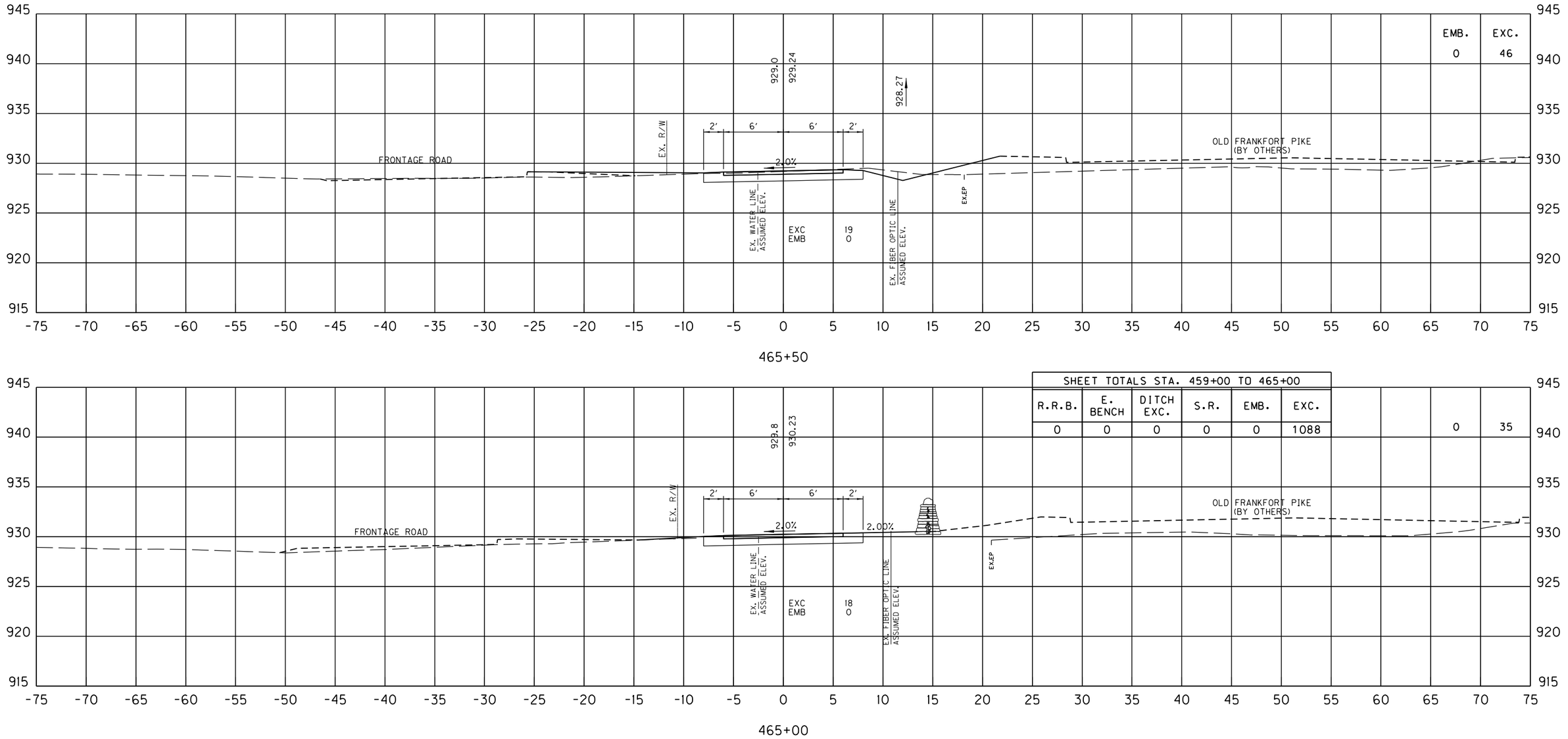


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 464+00 TO STA. 464+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X88

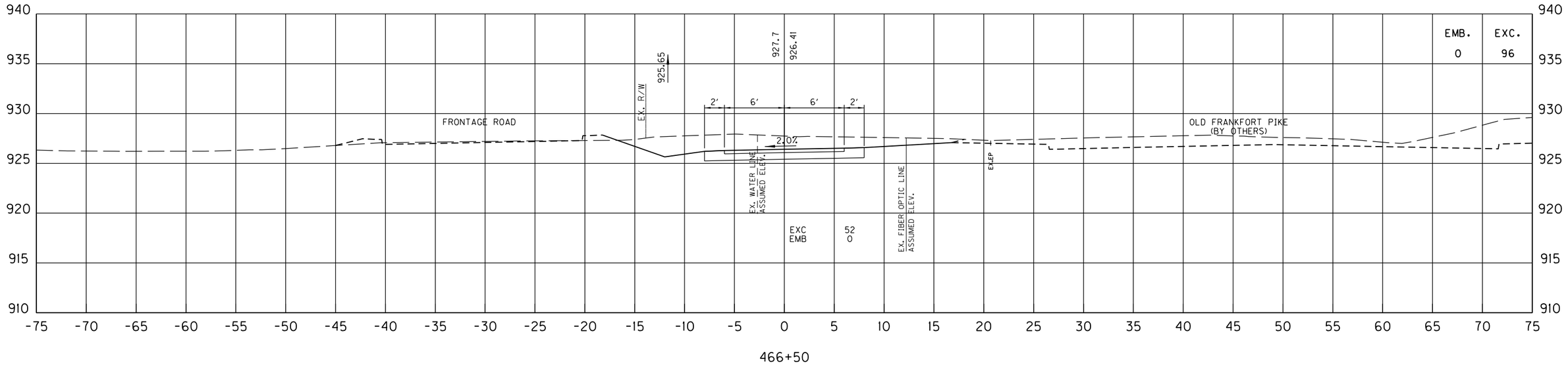


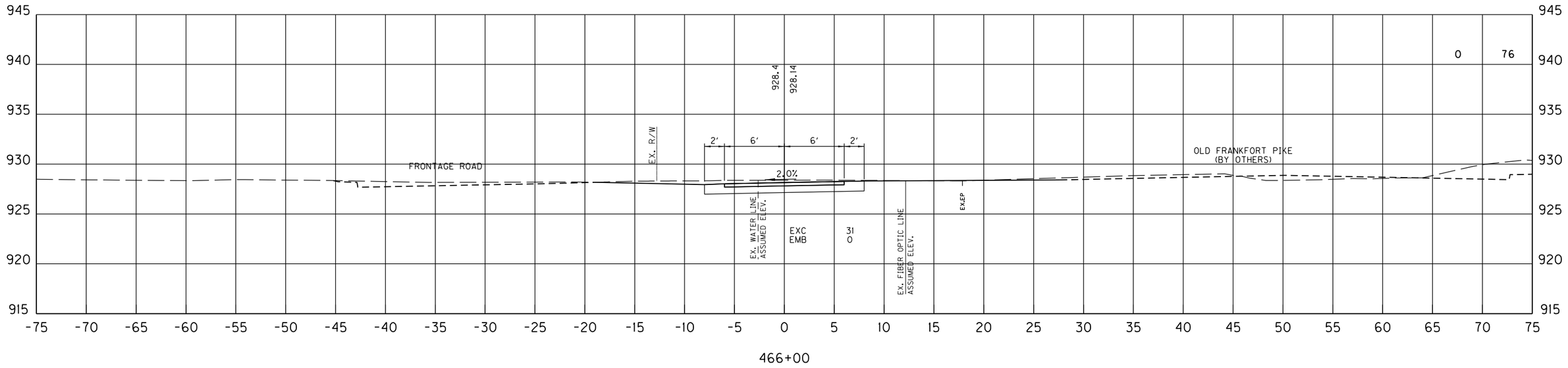
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 465+00 TO STA. 465+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X89



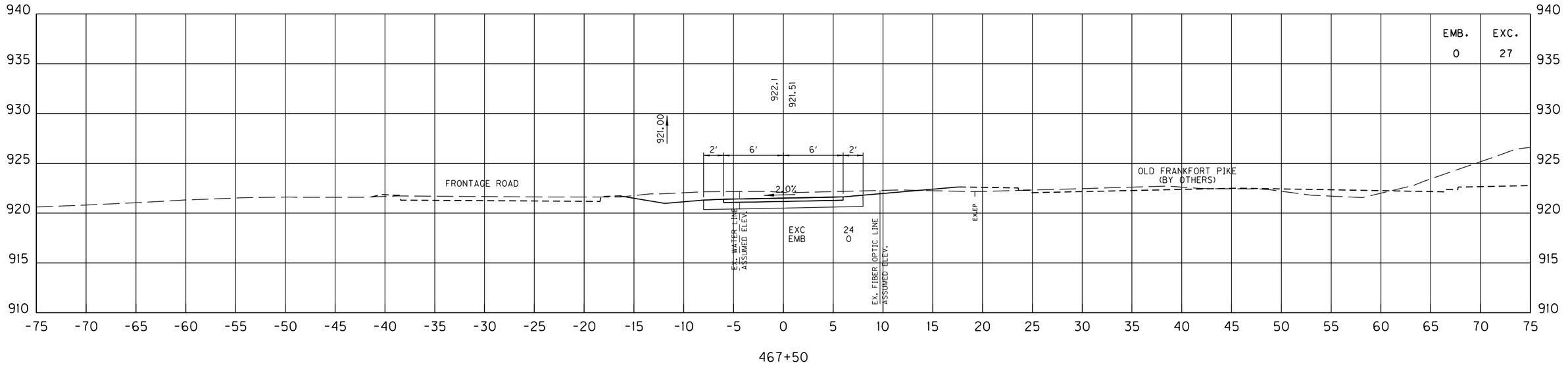


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

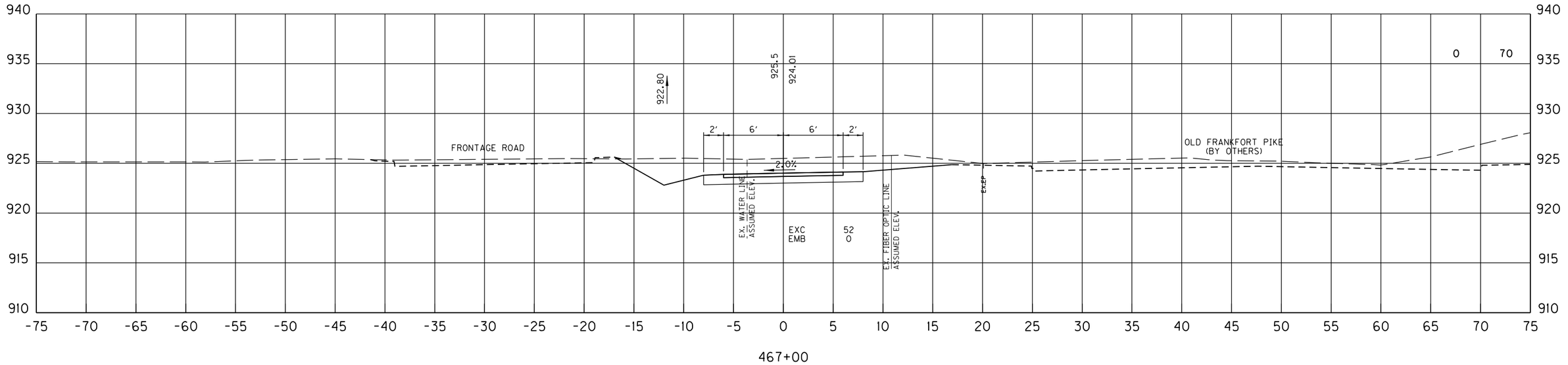
TOWN BRANCH TRAIL
STA. 466+00 TO STA. 466+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X90



467+50



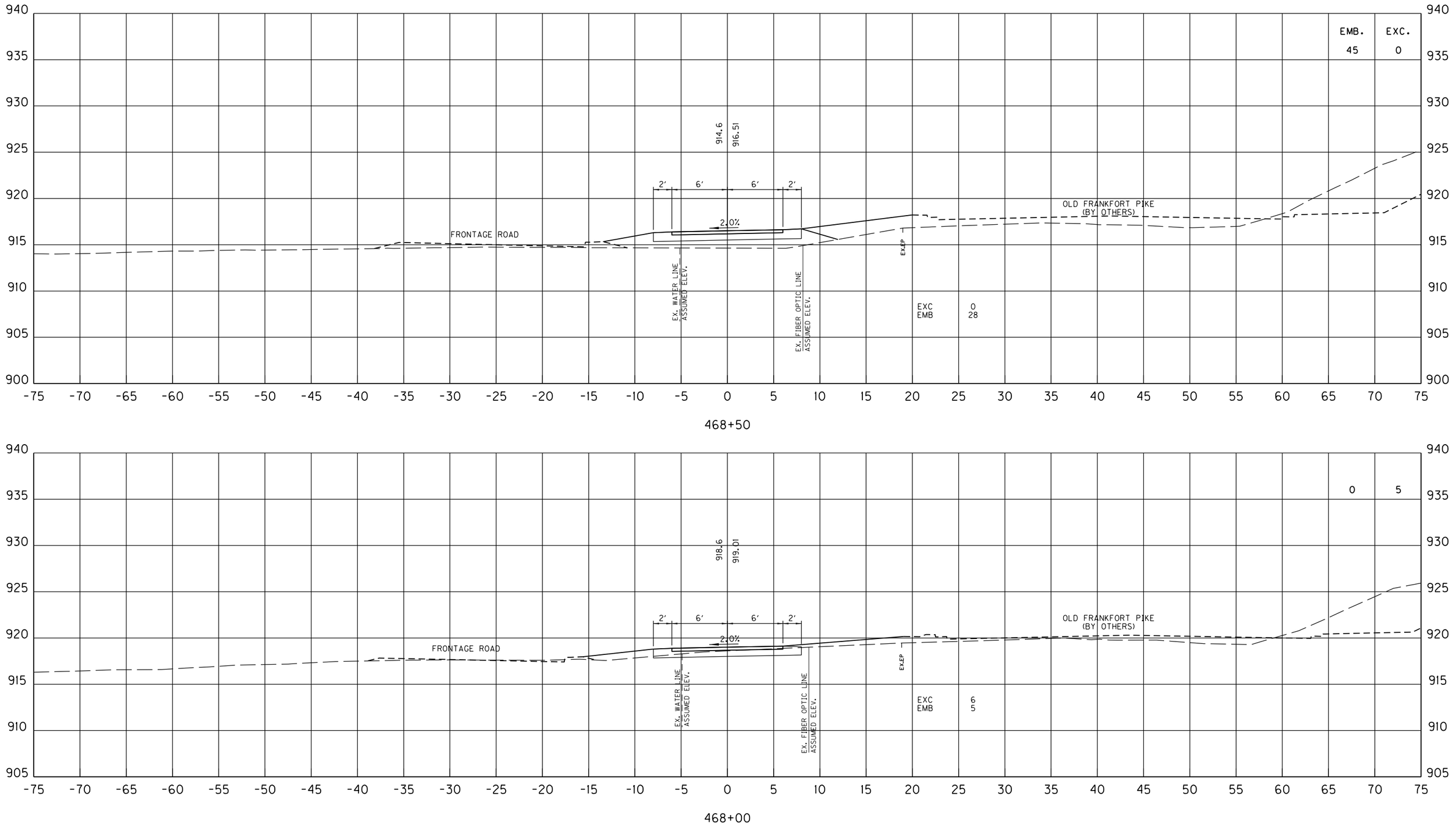
467+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 467+00 TO STA. 467+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X91

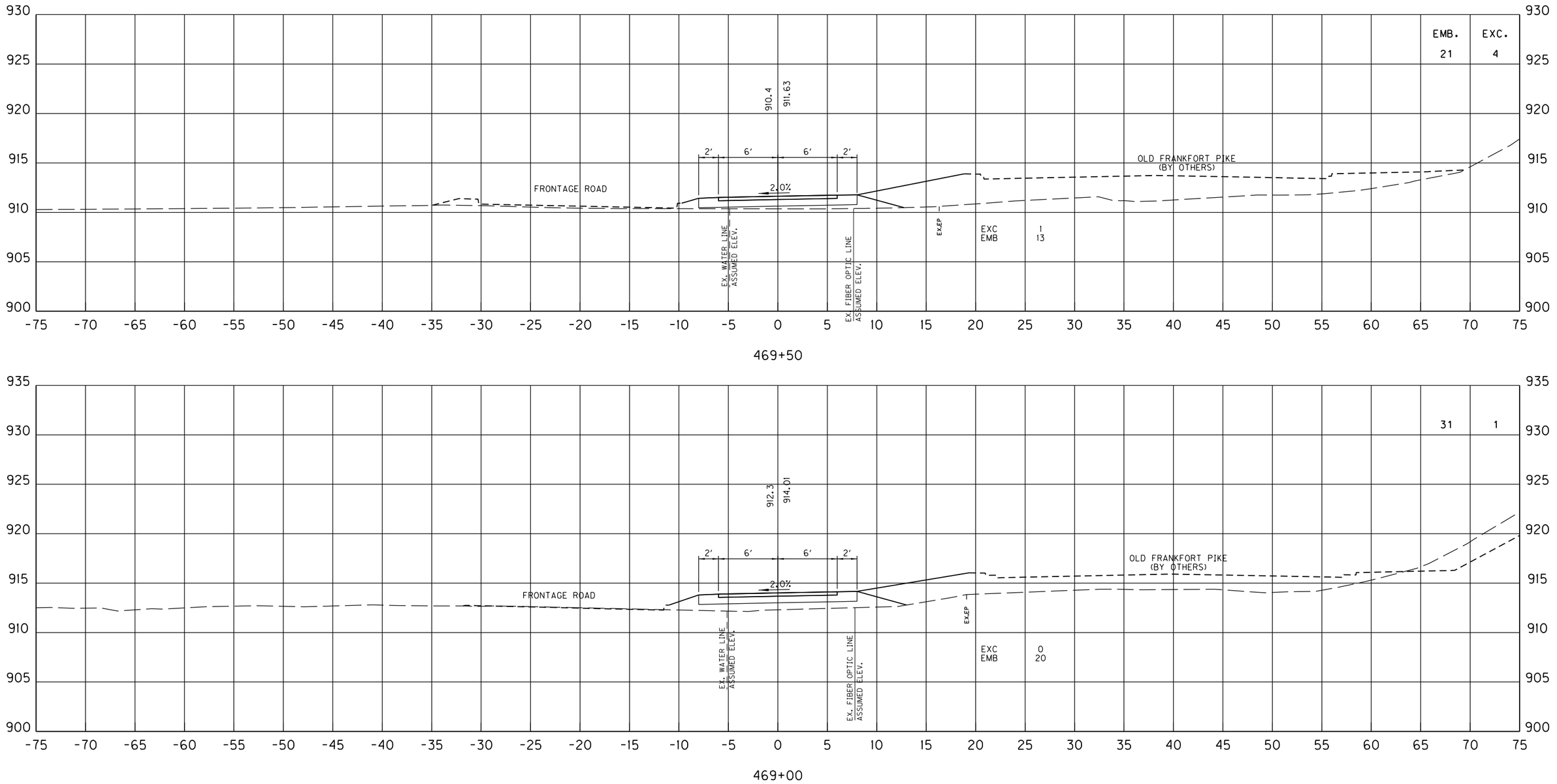


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 468+00 TO STA. 468+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X92

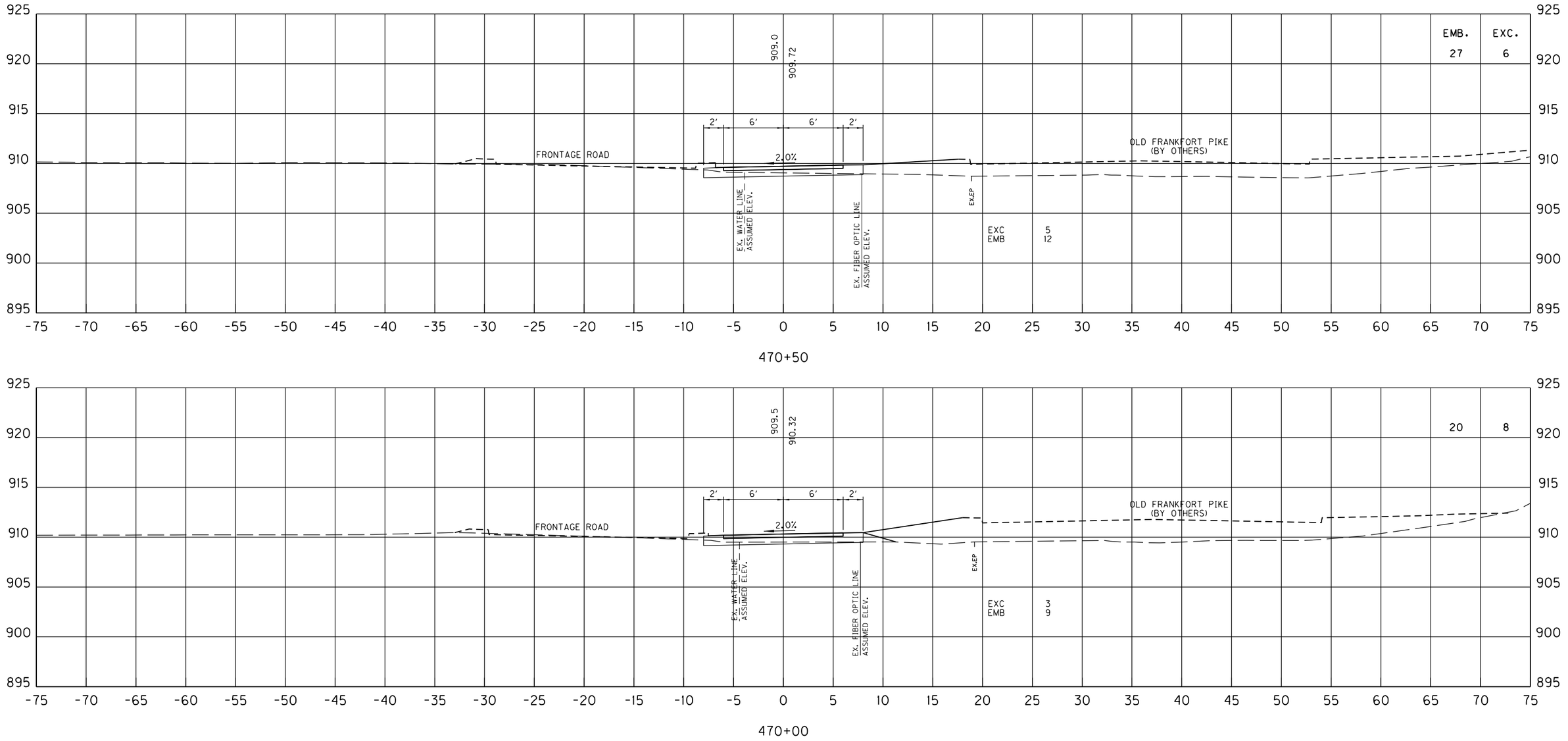


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 469+00 TO STA. 469+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X93

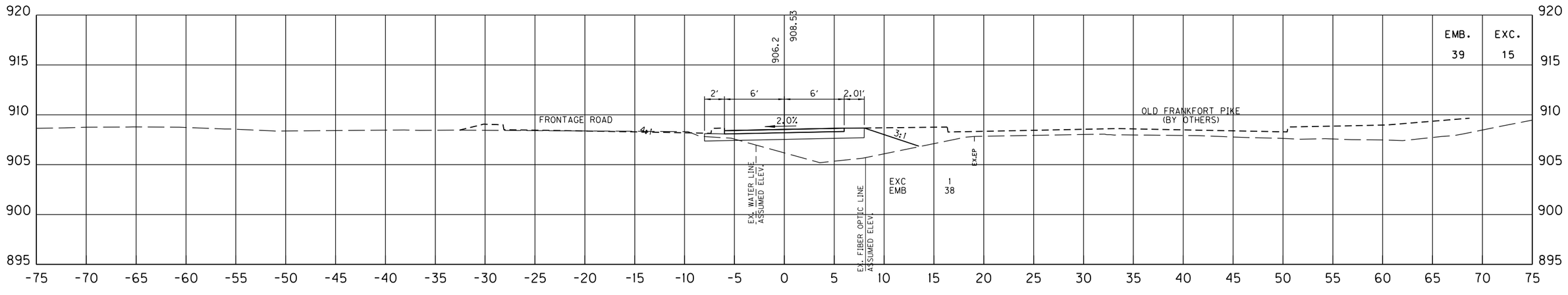


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

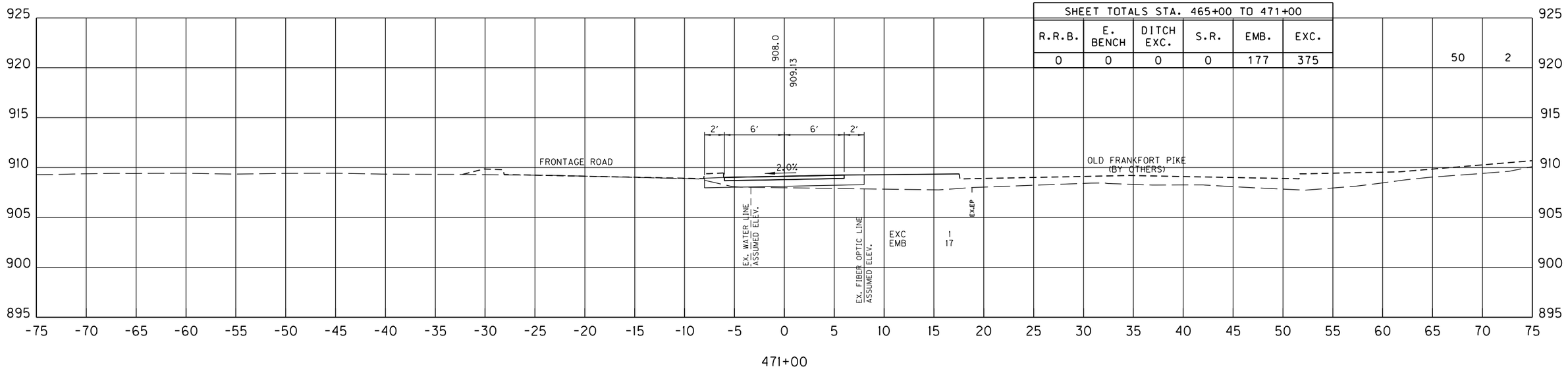
TOWN BRANCH TRAIL
STA. 470+00 TO STA. 470+50

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X94



471+50



471+00

SHEET TOTALS STA. 465+00 TO 471+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	177	375

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 471+00 TO STA. 471+50

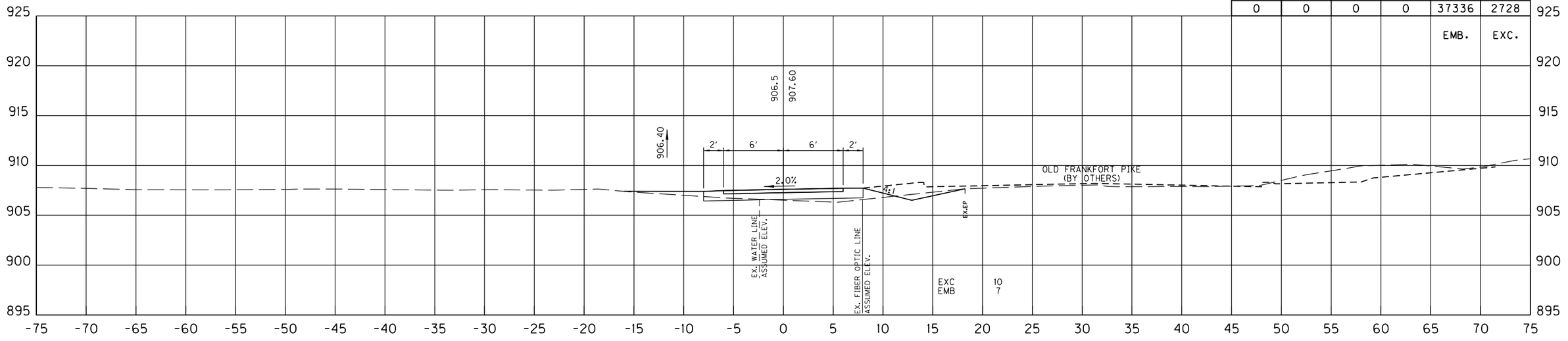
FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X95

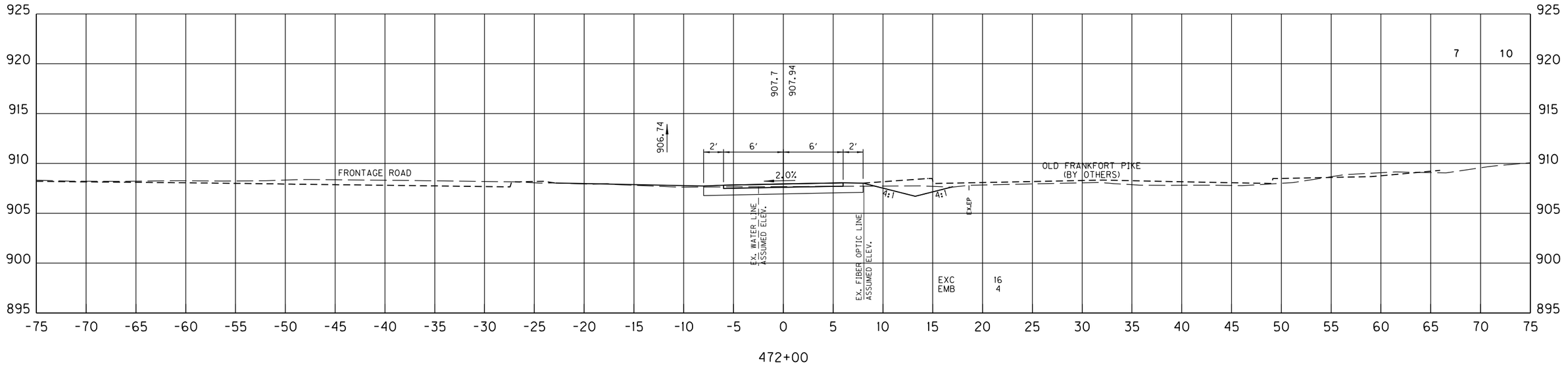
PROJECT TOTALS					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	42248	6782

SHEET TOTALS STA. 471+00 TO P.O.E.					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	96	28

MAINLINE TOTALS					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	37336	2728



472+29



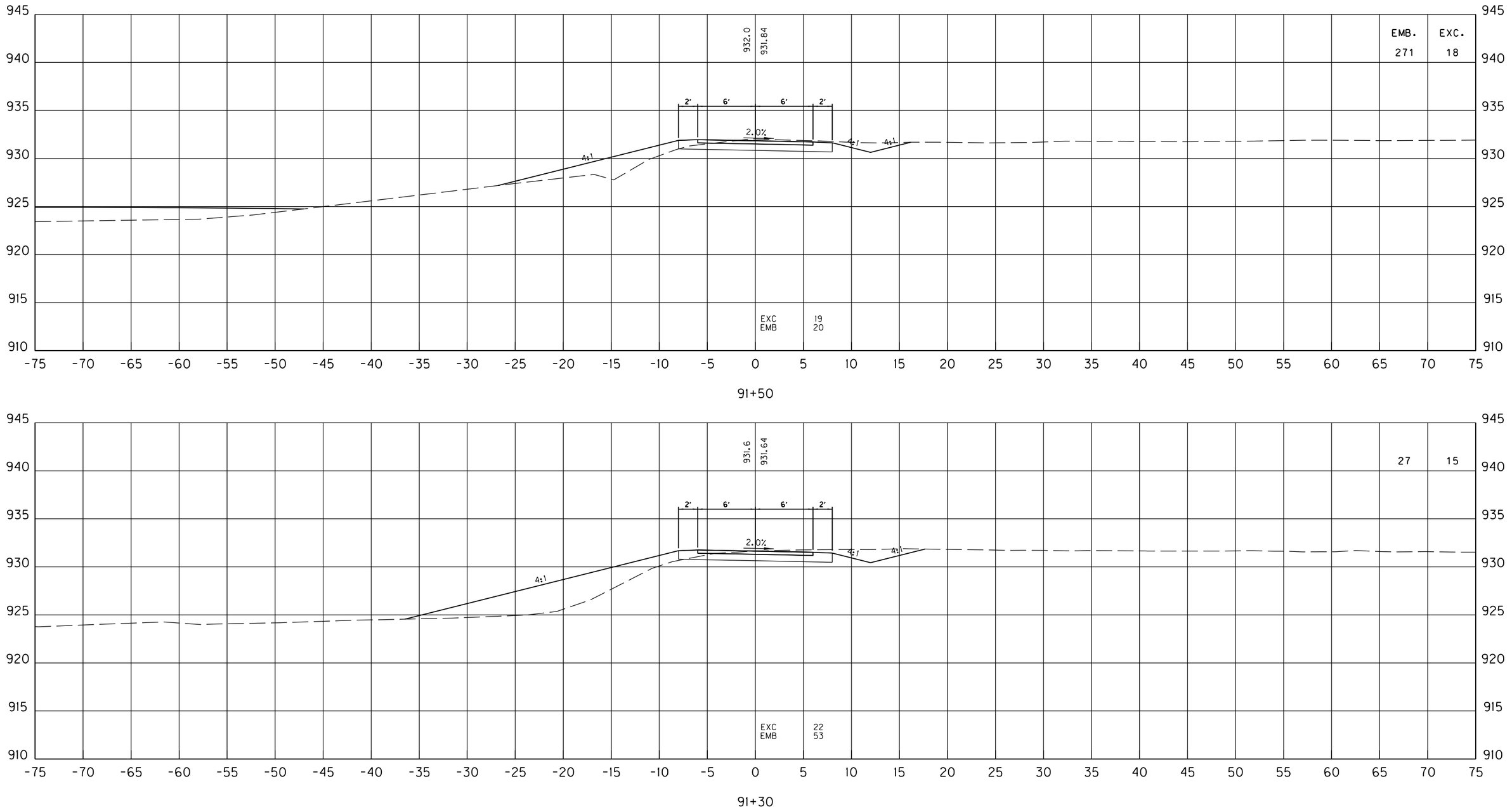
472+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWN BRANCH TRAIL
STA. 472+00 TO STA. 472+29

FILE NAME: C:\PW_WORKDIR\STEPHEN SEWELL\DMS22590\TOWN BRANCH TRAIL-XS.DGN
USER: stephen
DATE PLOTTED: October 30, 2020
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X96

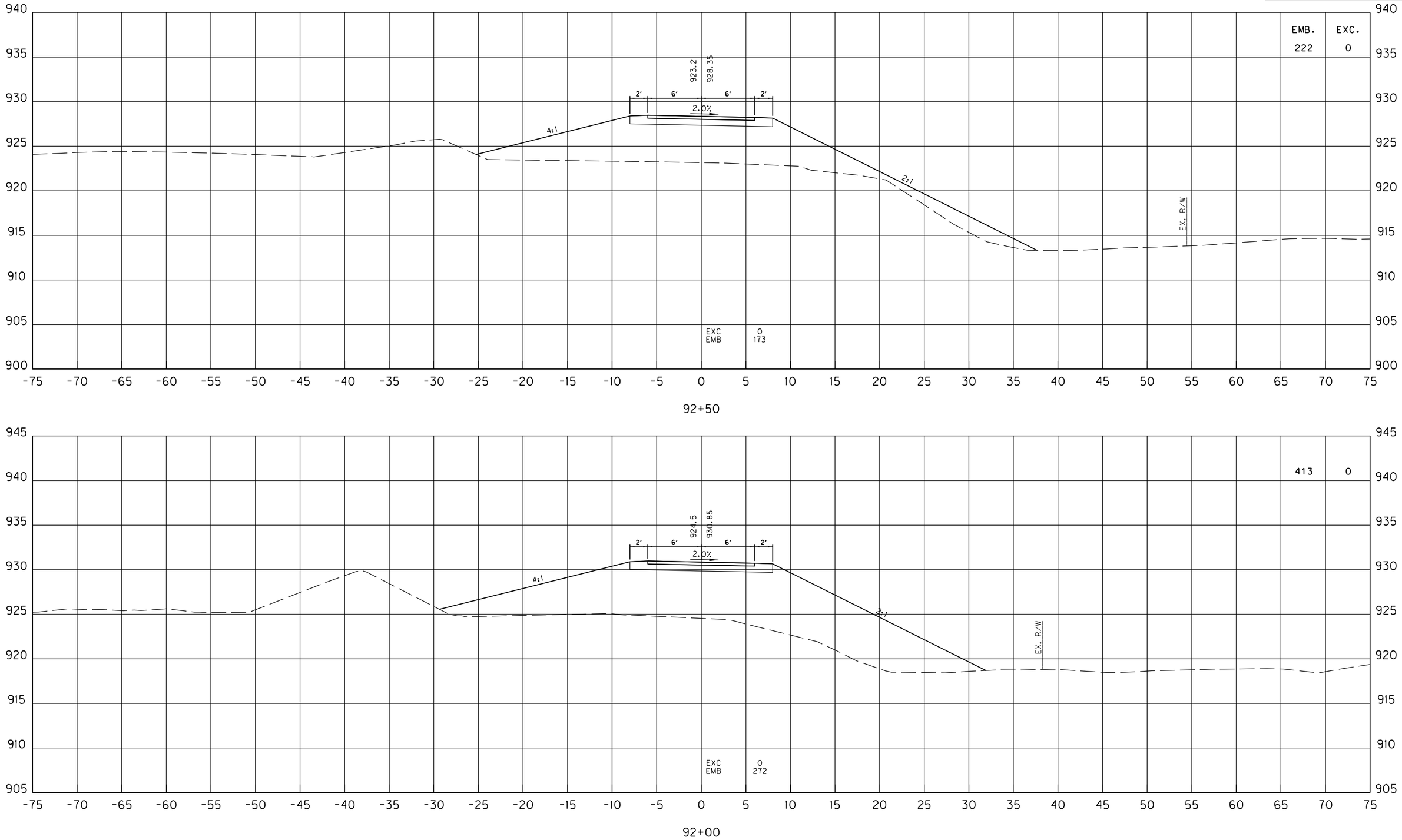


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 91+30 TO STA. 91+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X97

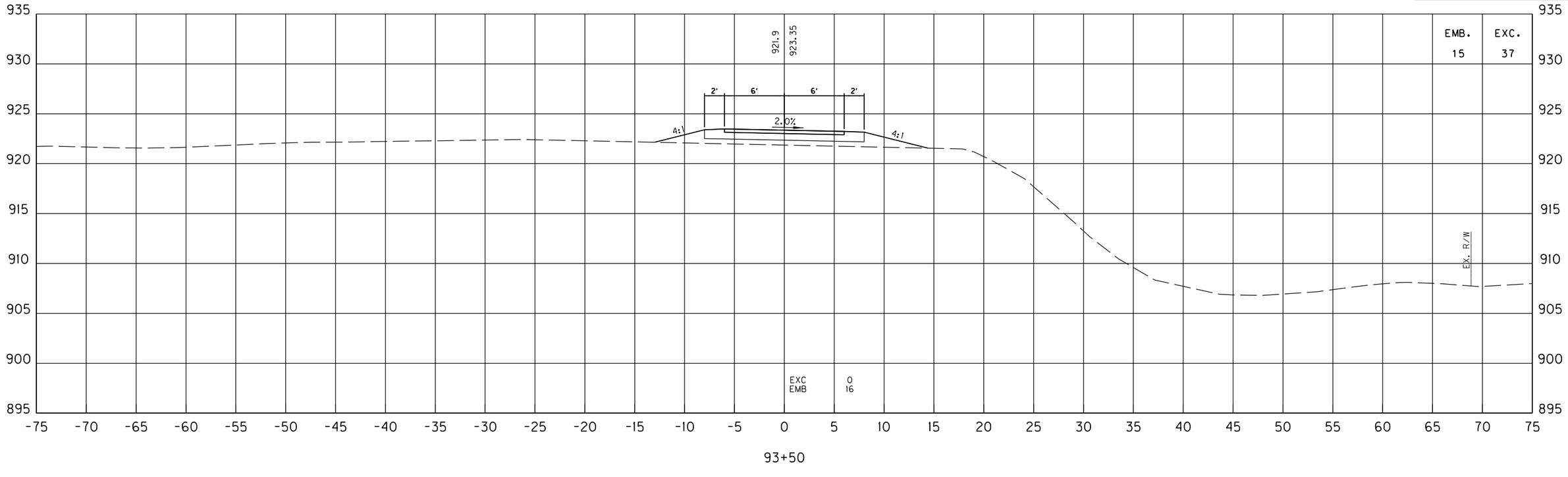


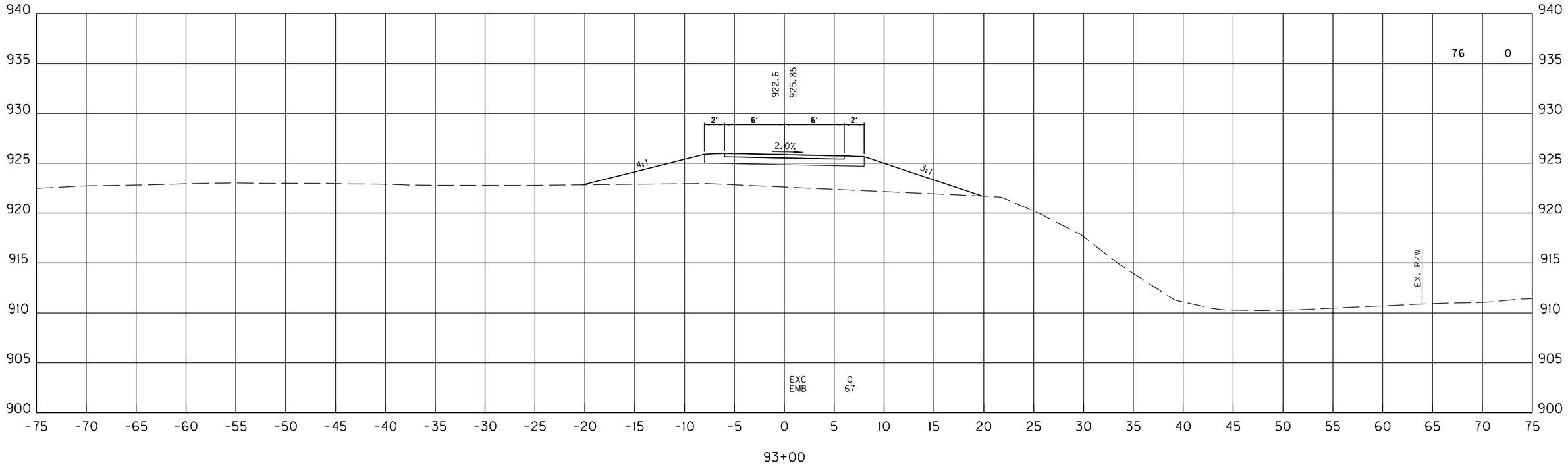
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 92+00 TO STA. 92+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X98



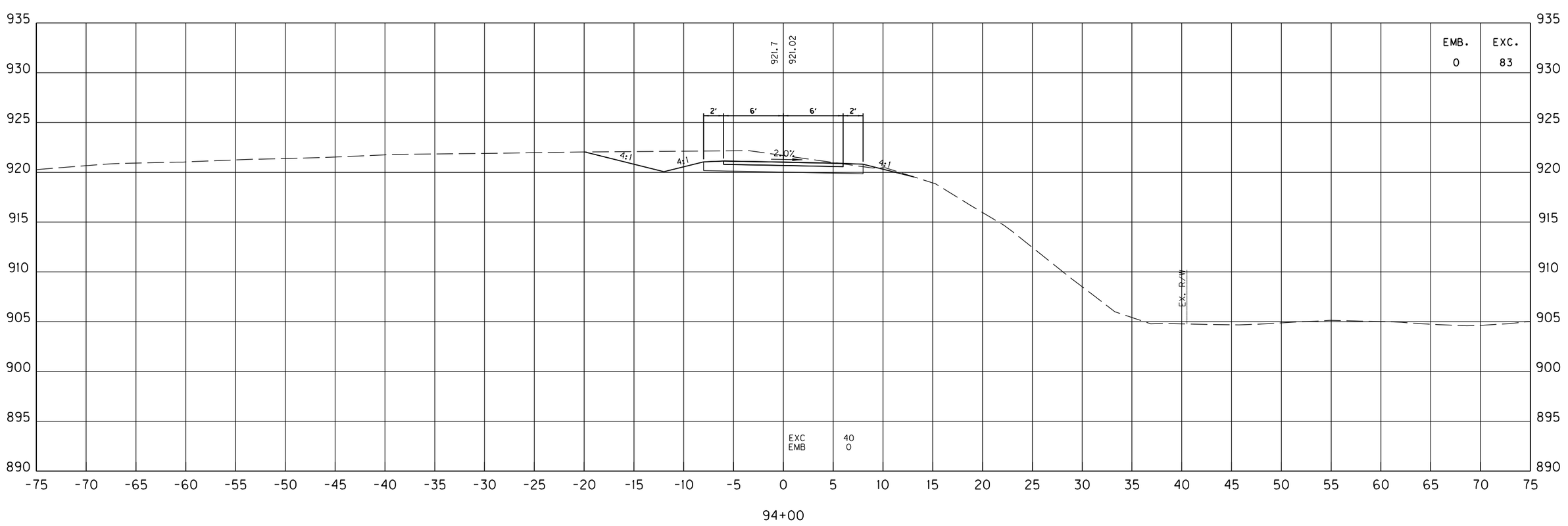


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 93+00 TO STA. 93+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X99

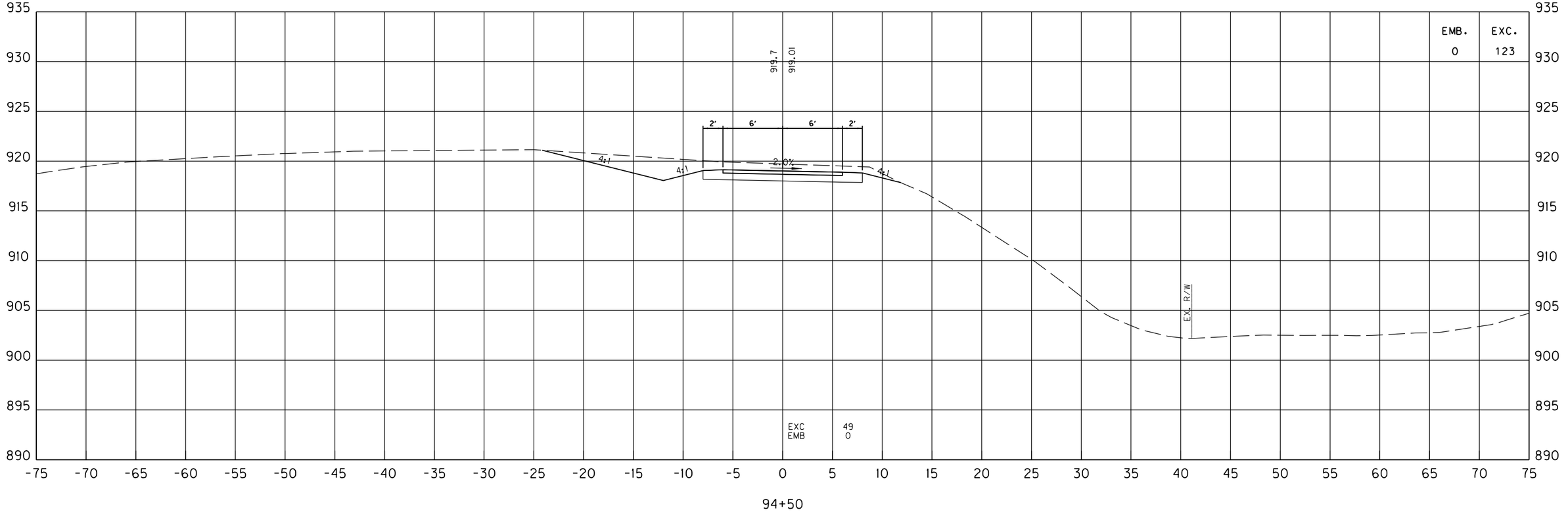


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 94+00 TO STA. 94+00

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X100



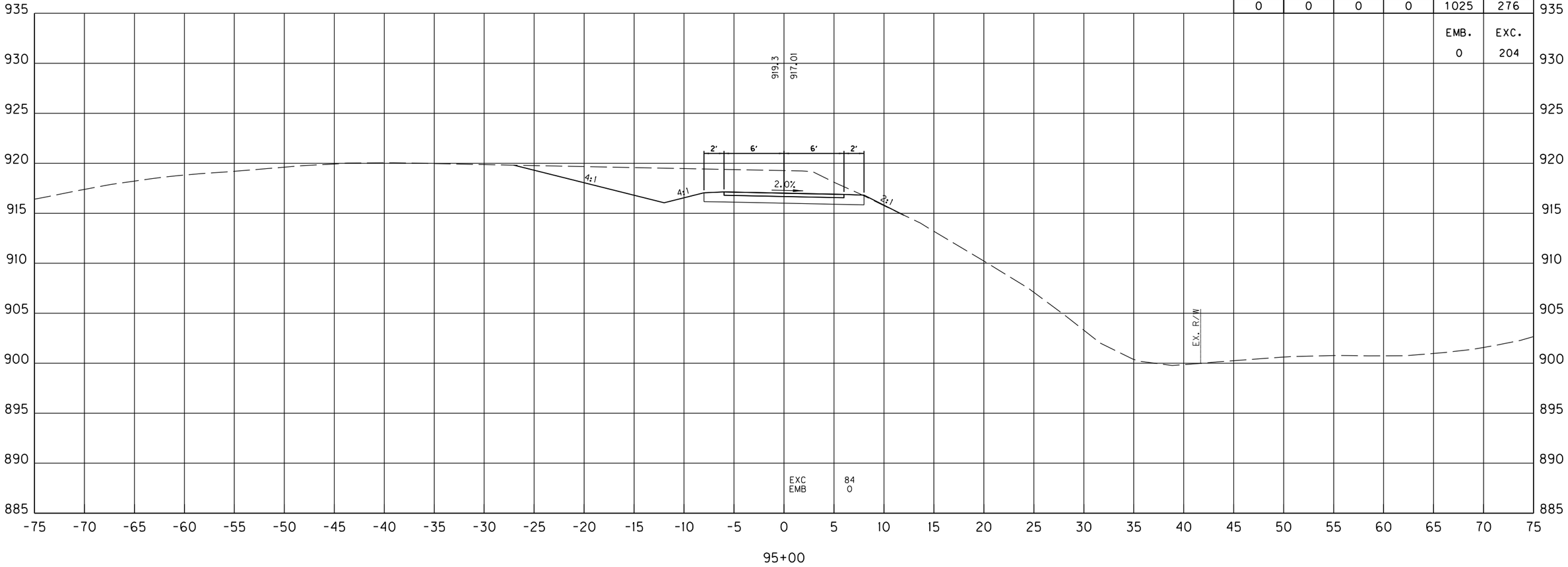
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 94+50 TO STA. 94+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X101

SHEET TOTALS P.O.B. TO STA. 000+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1025	276

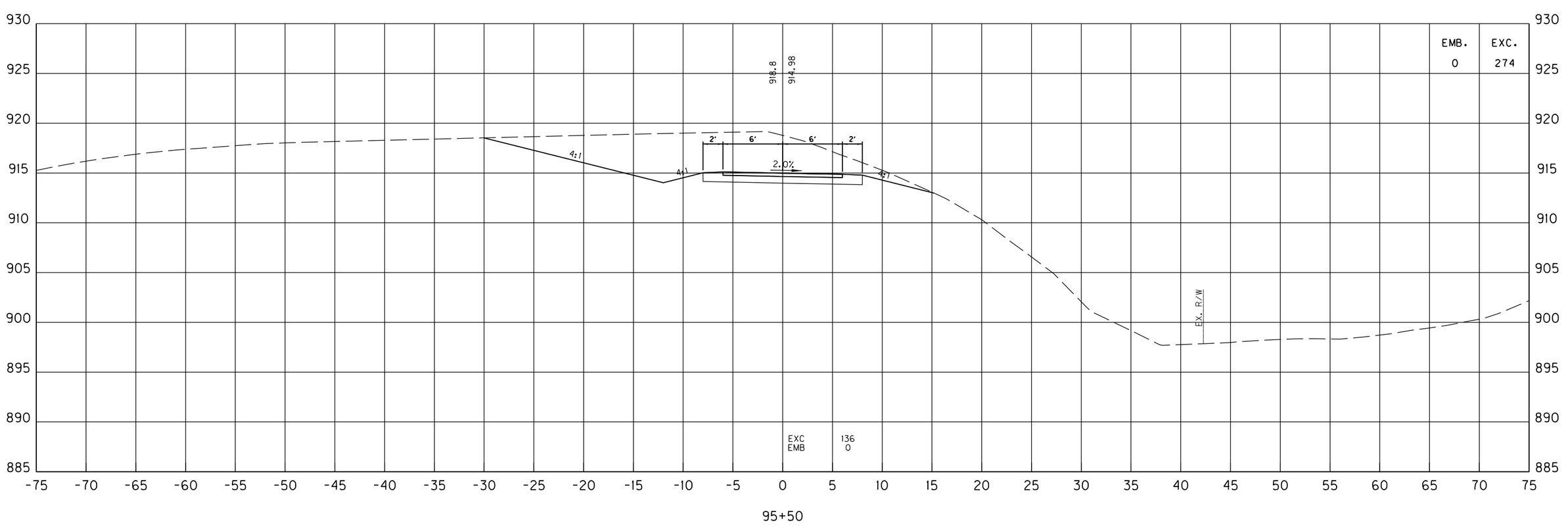


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 95+00 TO STA. 95+00

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X102

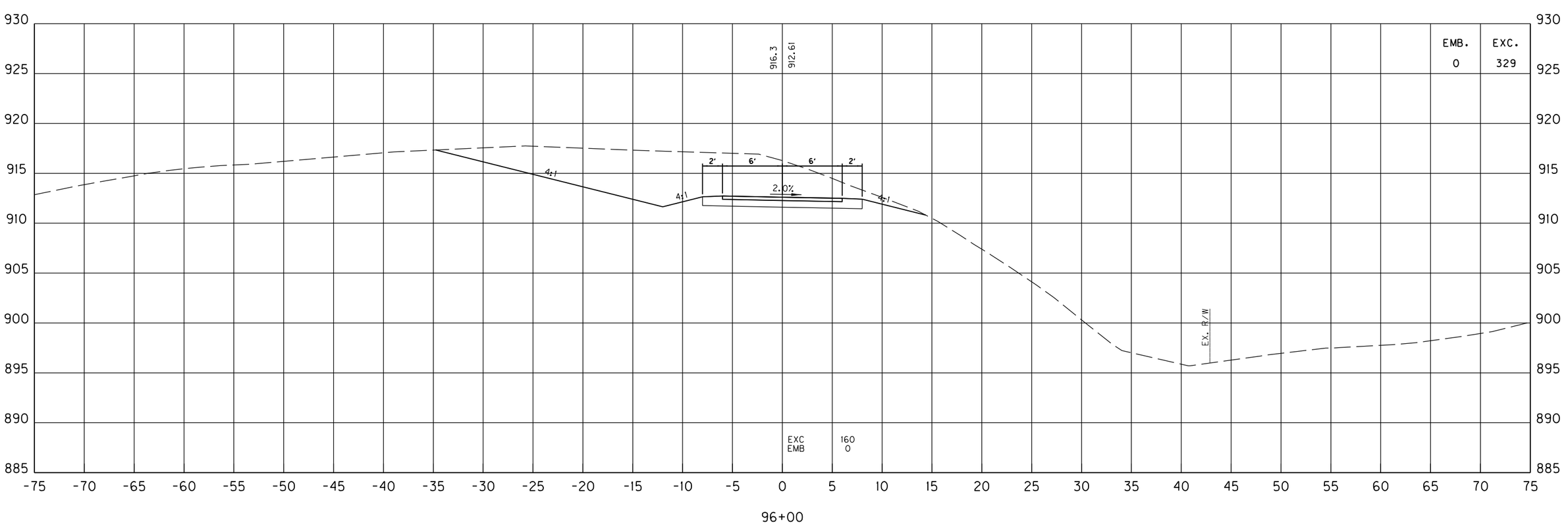


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 95+50 TO STA. 95+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X103

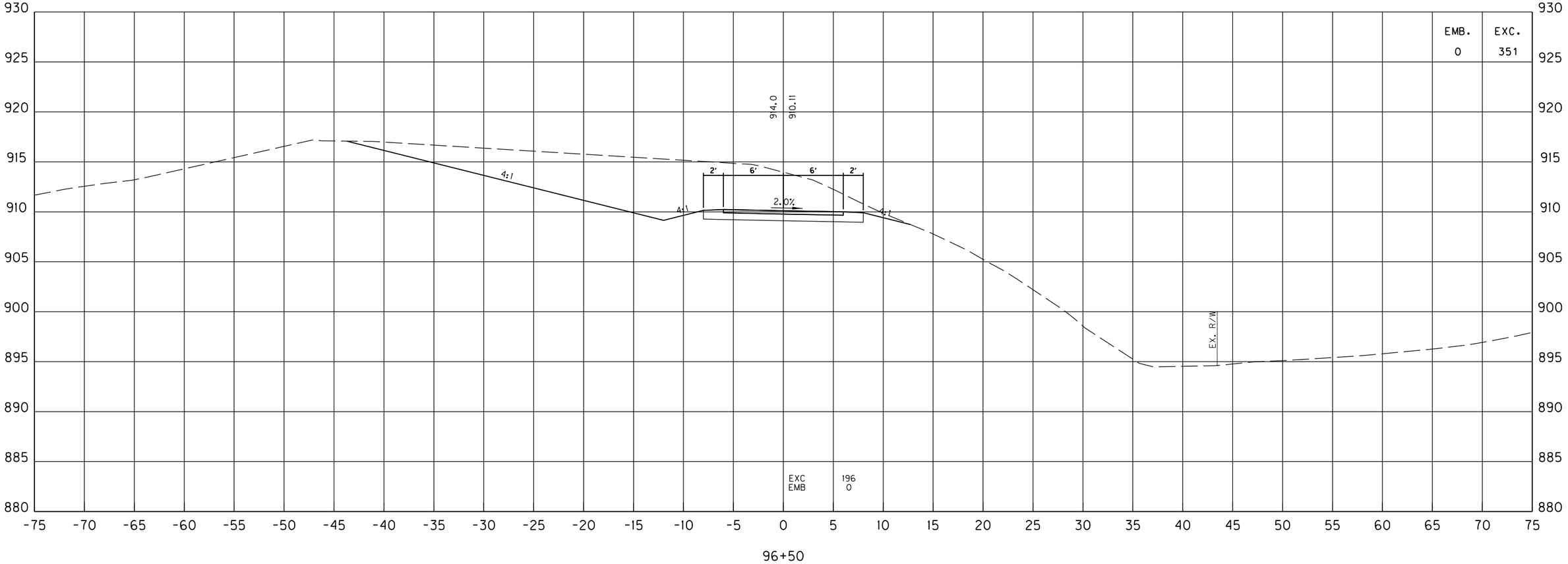


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 96+00 TO STA. 96+00

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X104

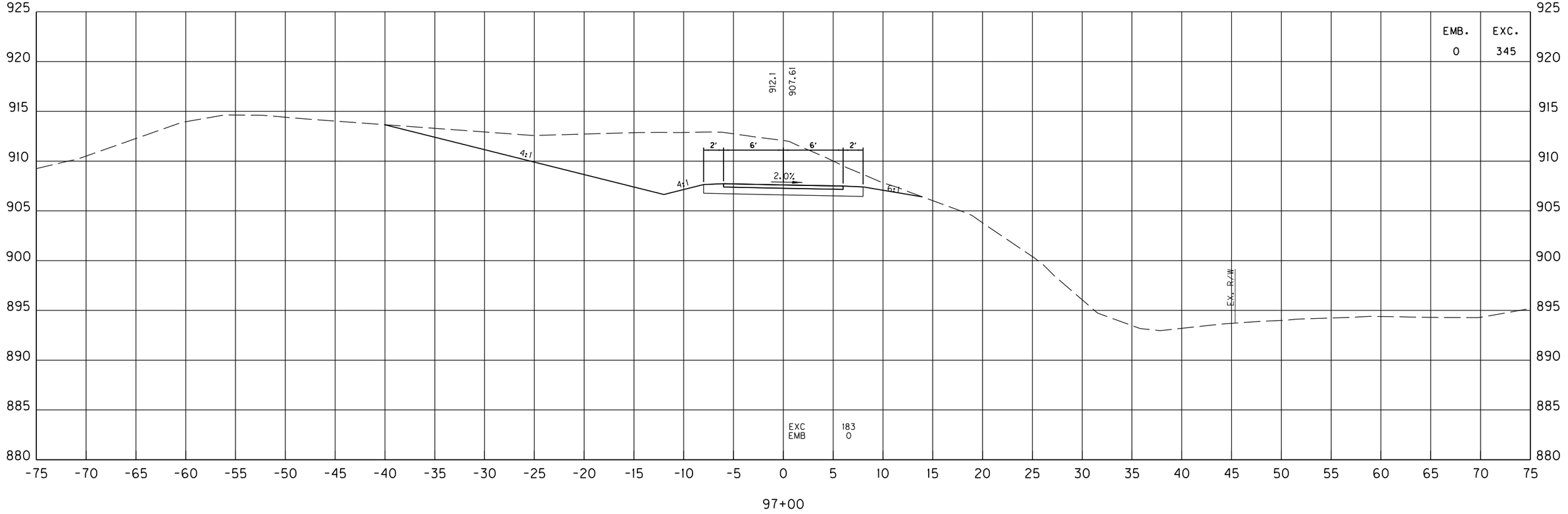


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 96+50 TO STA. 96+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS2590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X105



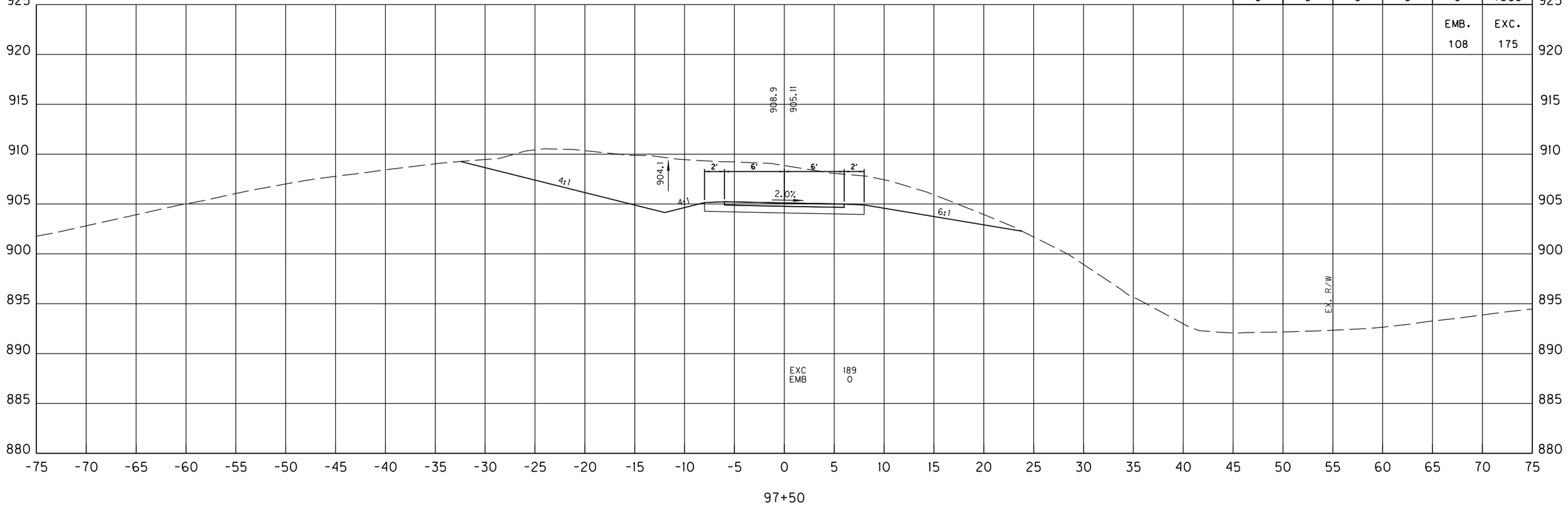
SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 97+00 TO STA. 97+00

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X106

SHEET TOTALS STA. 95+00 TO 97+50					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	0	1503
				EMB.	EXC.
				108	175

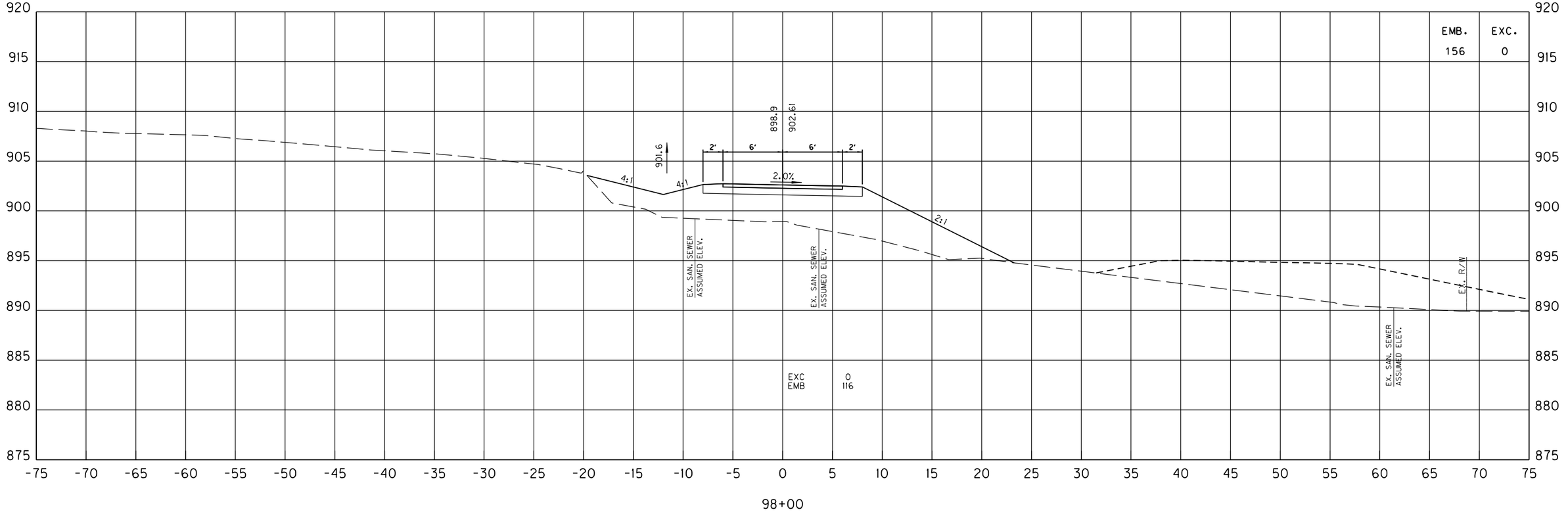


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 97+50 TO STA. 97+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS2590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X107

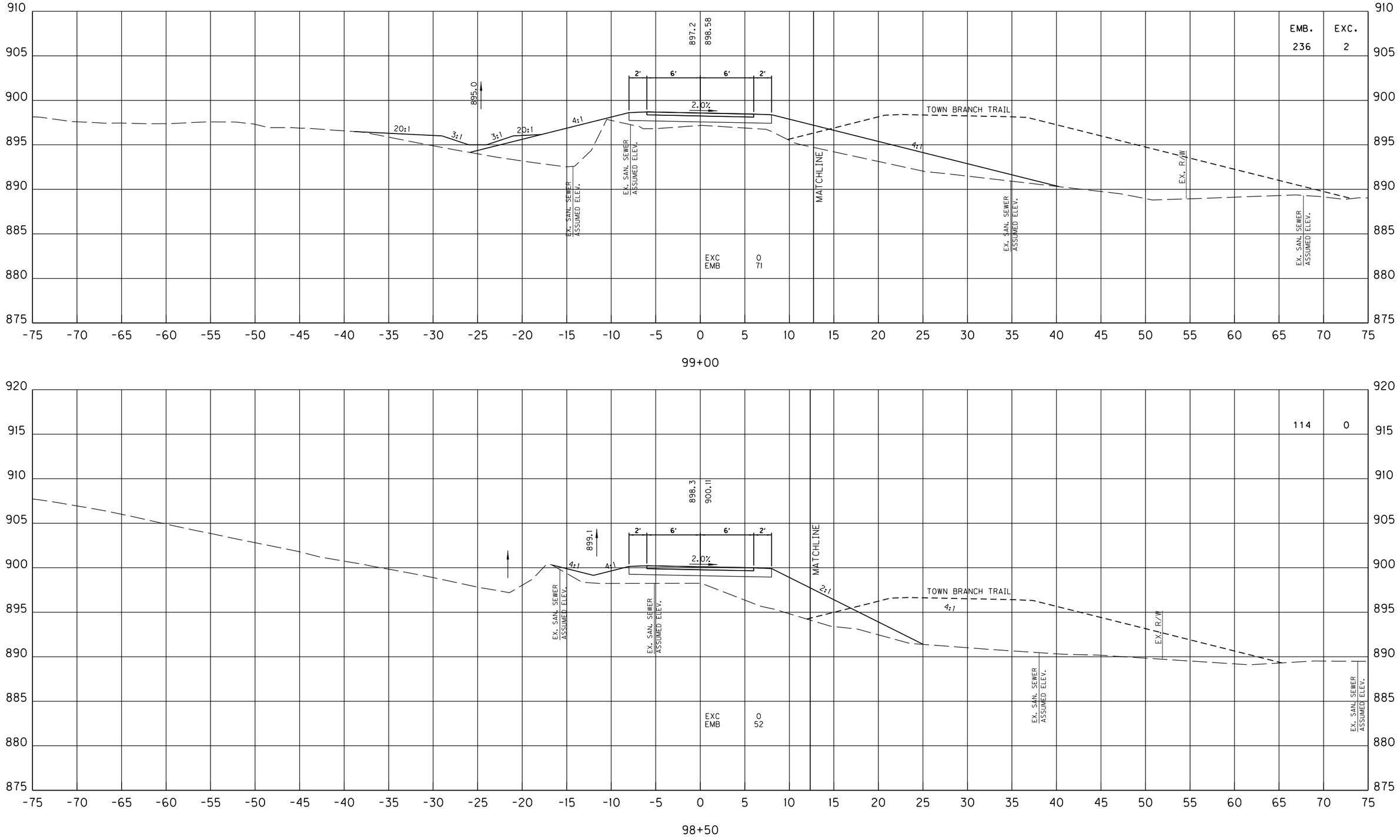


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 98+00 TO STA. 98+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: janet DATE PLOTTED: July 17, 2019 | FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X108

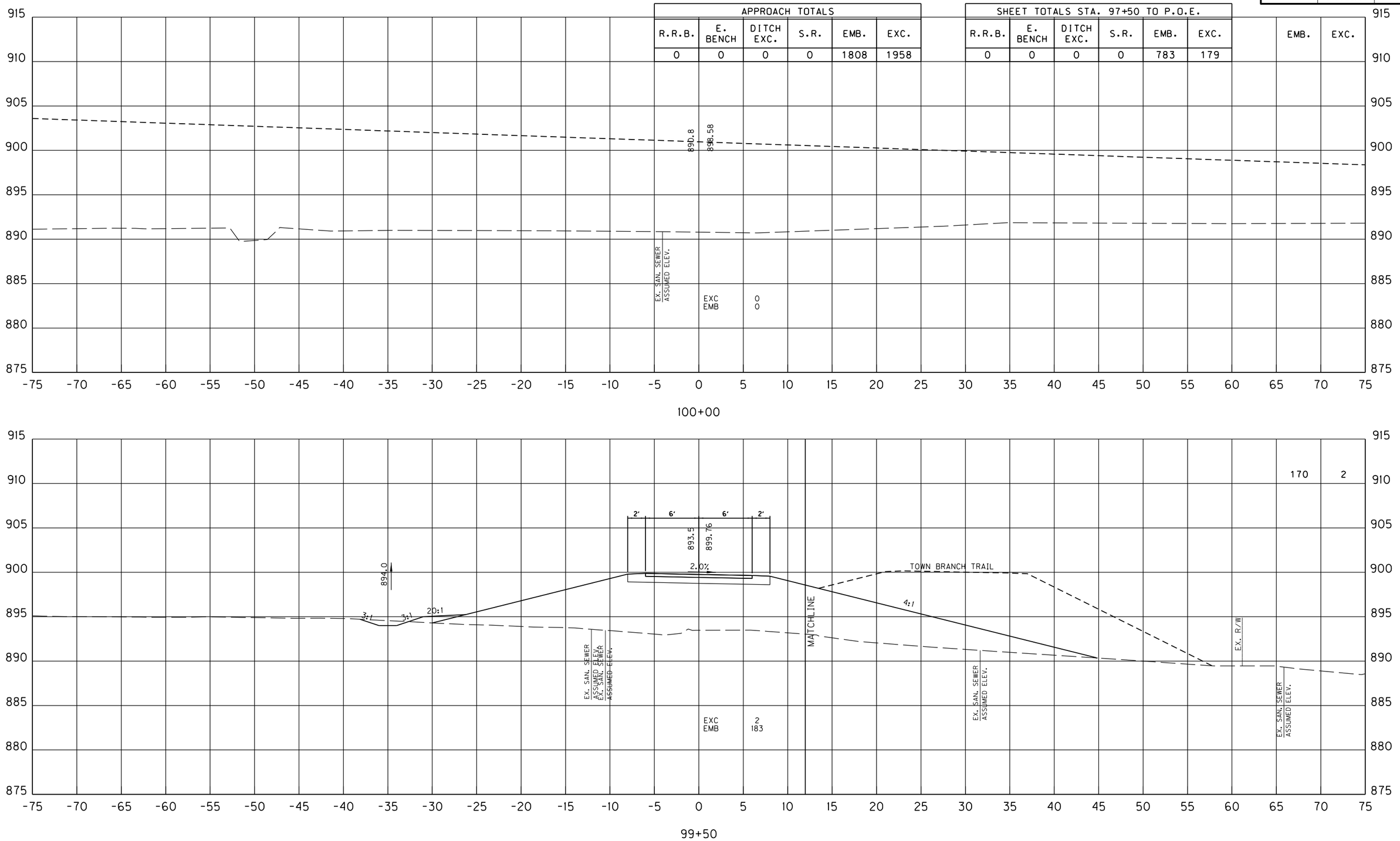


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 98+50 TO STA. 99+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: janet DATE PLOTTED: July 17, 2019 | FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X109

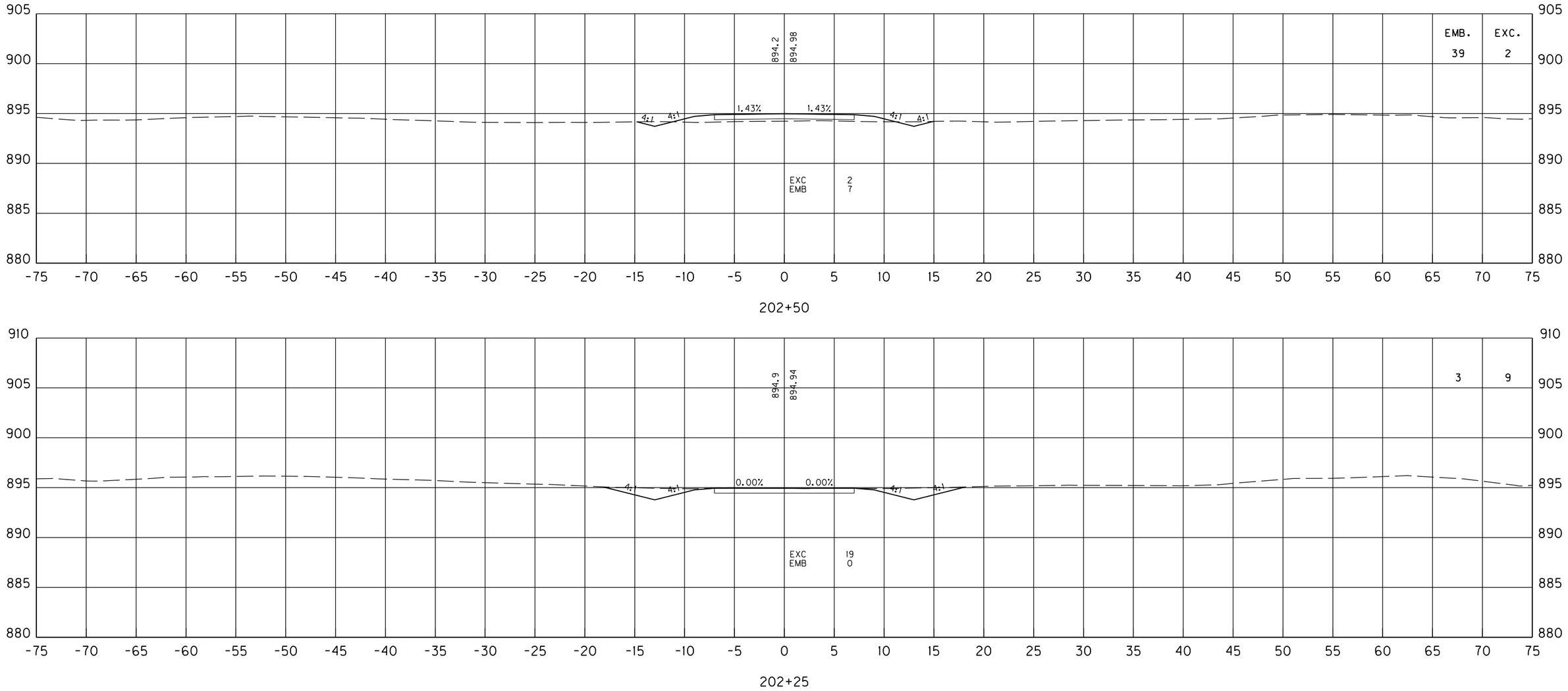


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TOWNLEY CENTER CONNECTOR
STA. 99+50 TO STA. 100+00

Power InRoads v8.11.9.397 | E-SHEET NAME: | USER: janet DATE PLOTTED: July 17, 2019 | FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XIIO

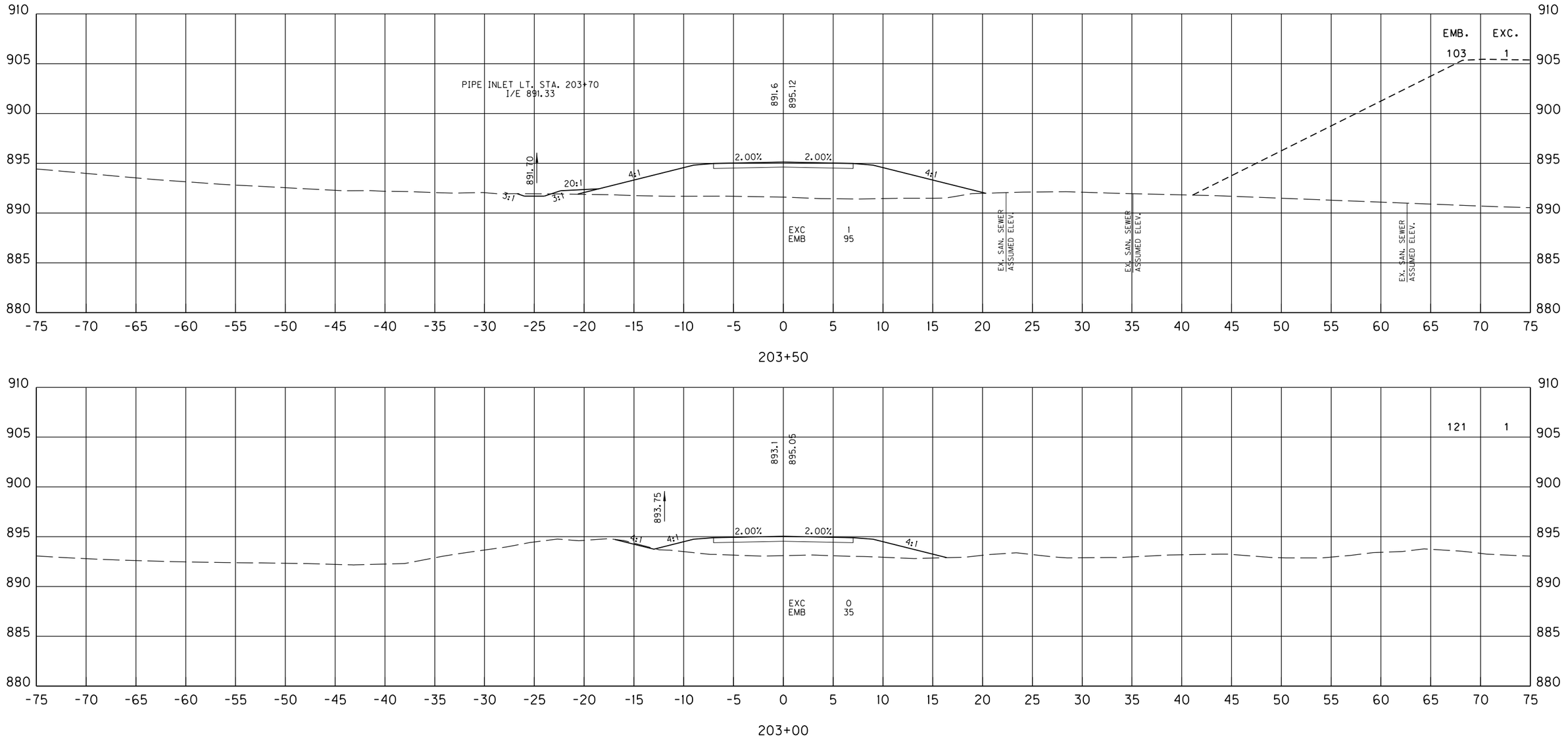


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 202+25 TO STA. 202+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X111

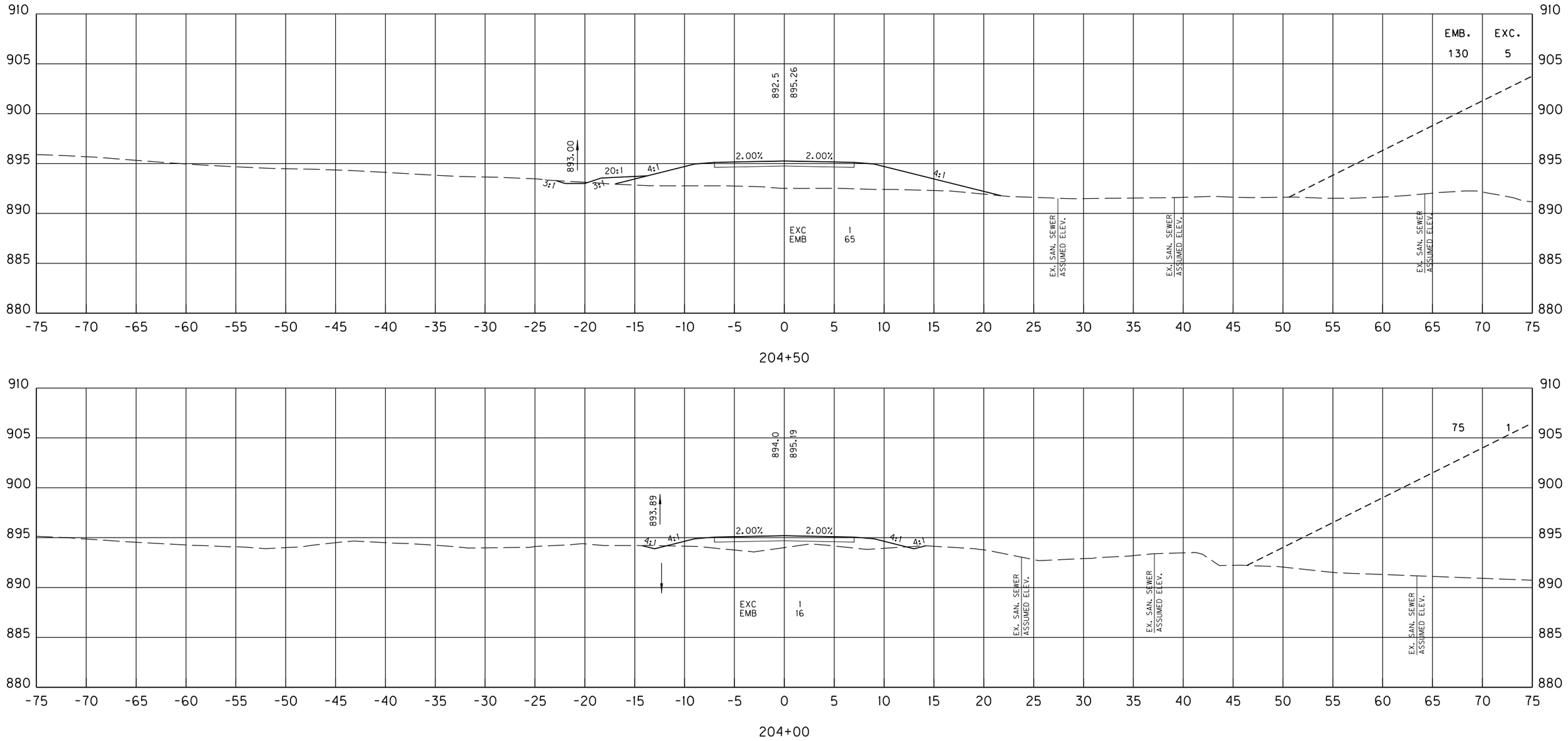


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 203+00 TO STA. 203+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XII2

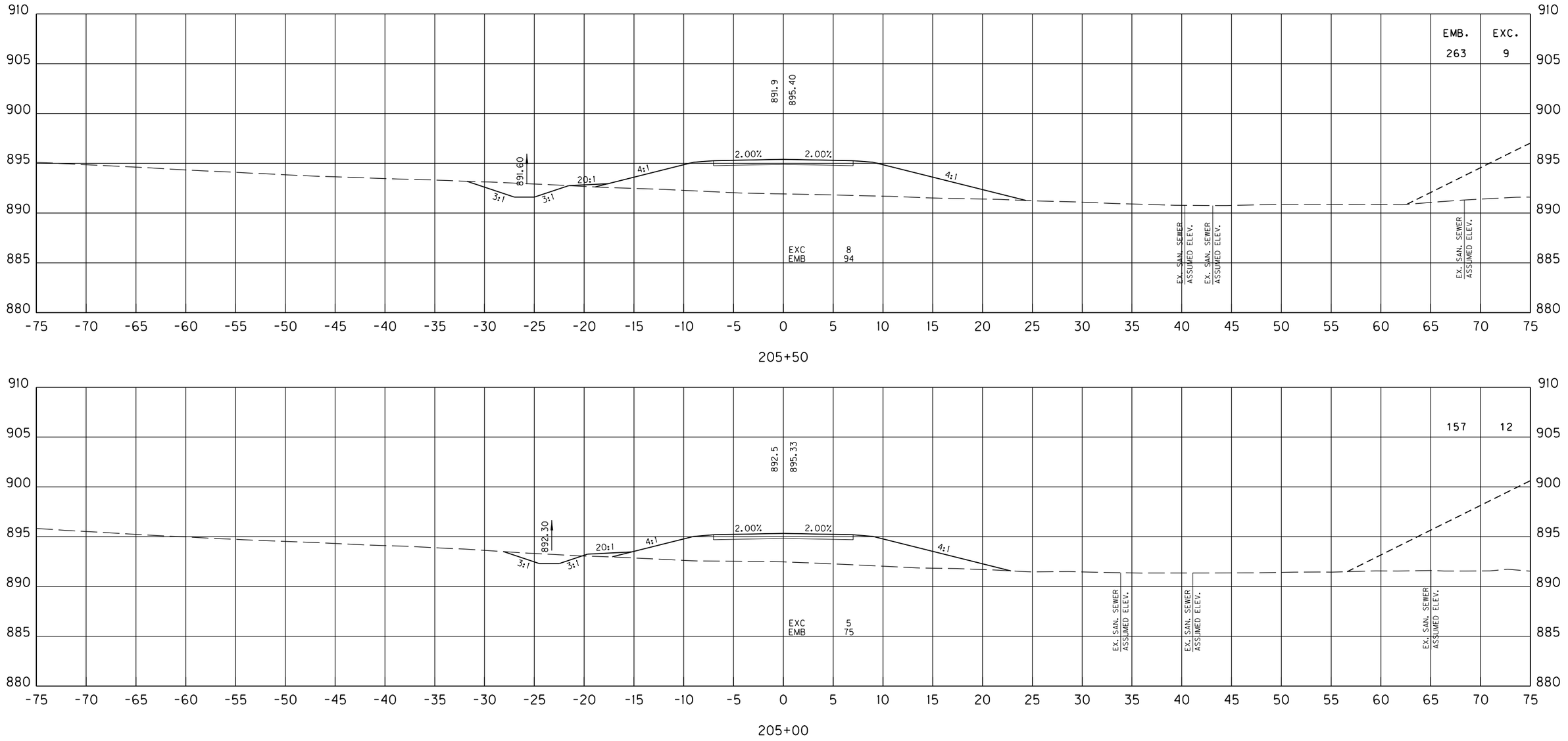


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 204+00 TO STA. 204+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XII3

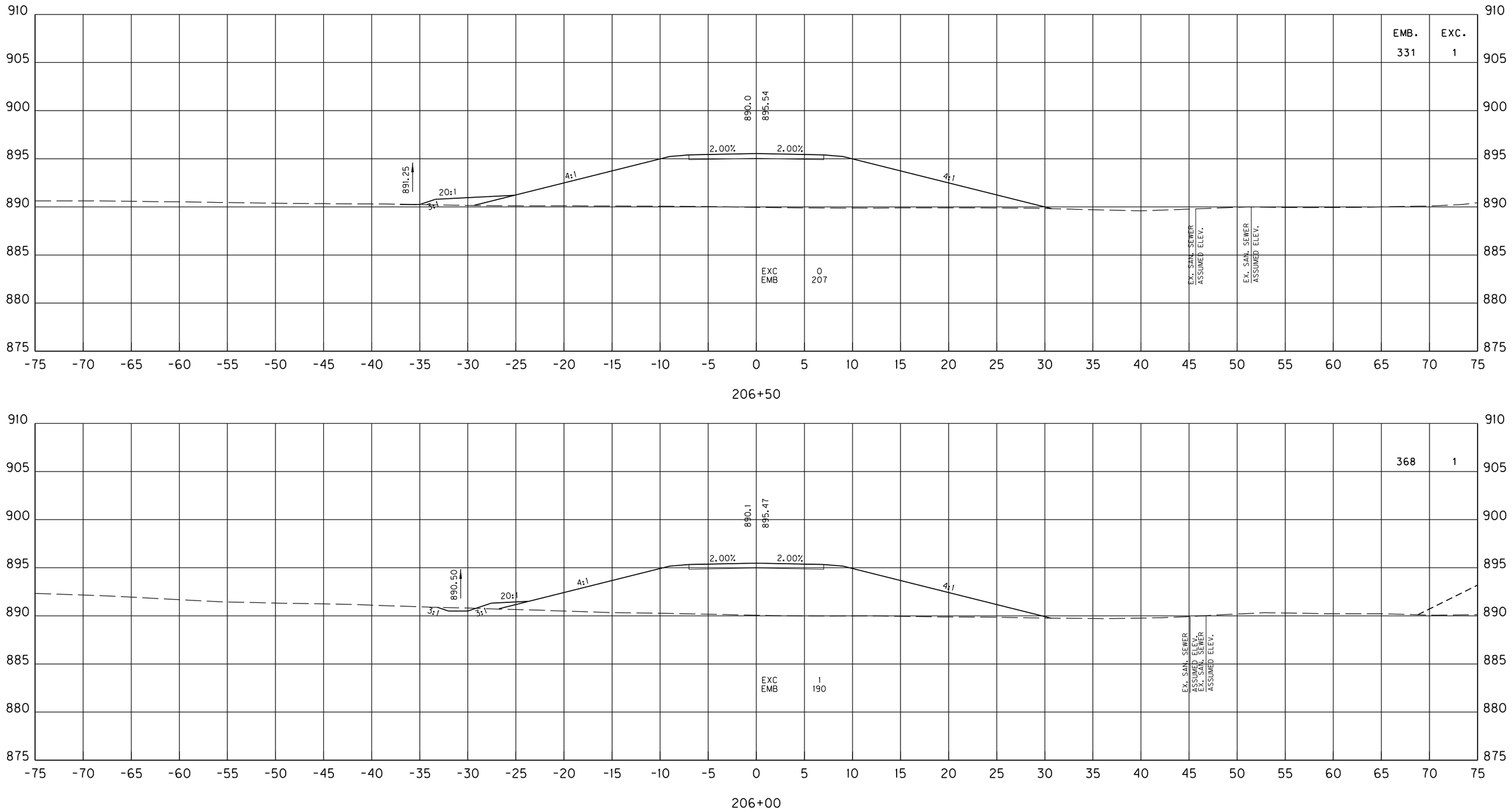


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 205+00 TO STA. 205+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X114

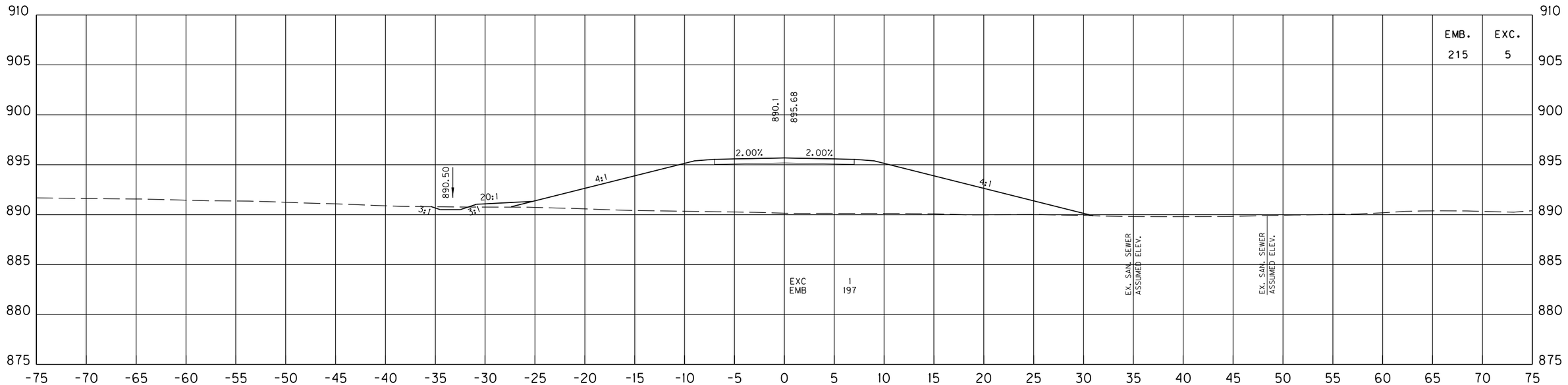


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

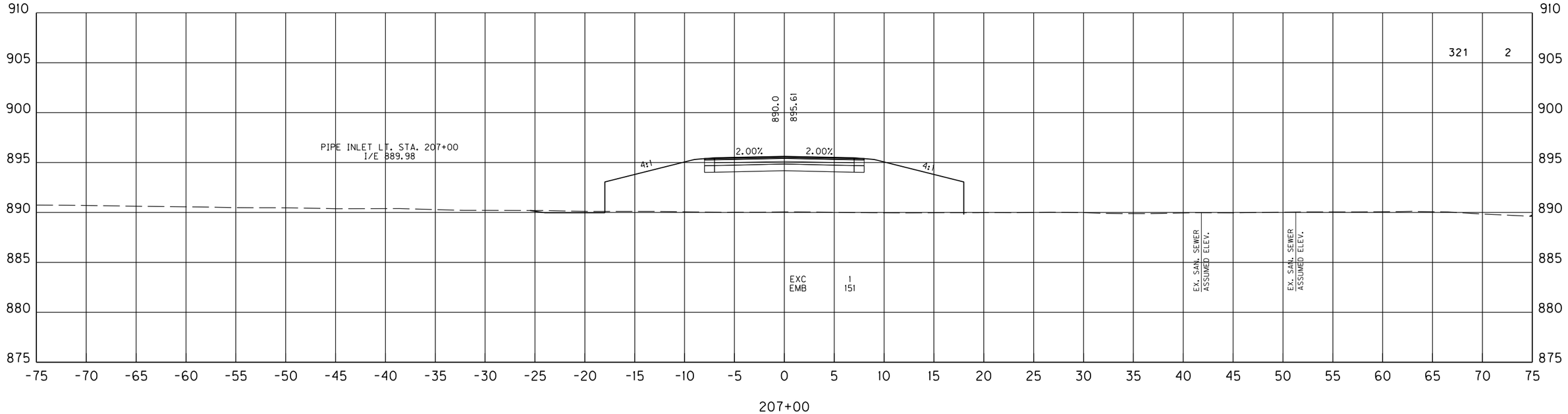
TREATMENT PLANT SERVICE ROAD
STA. 206+00 TO STA. 206+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X115



207+50



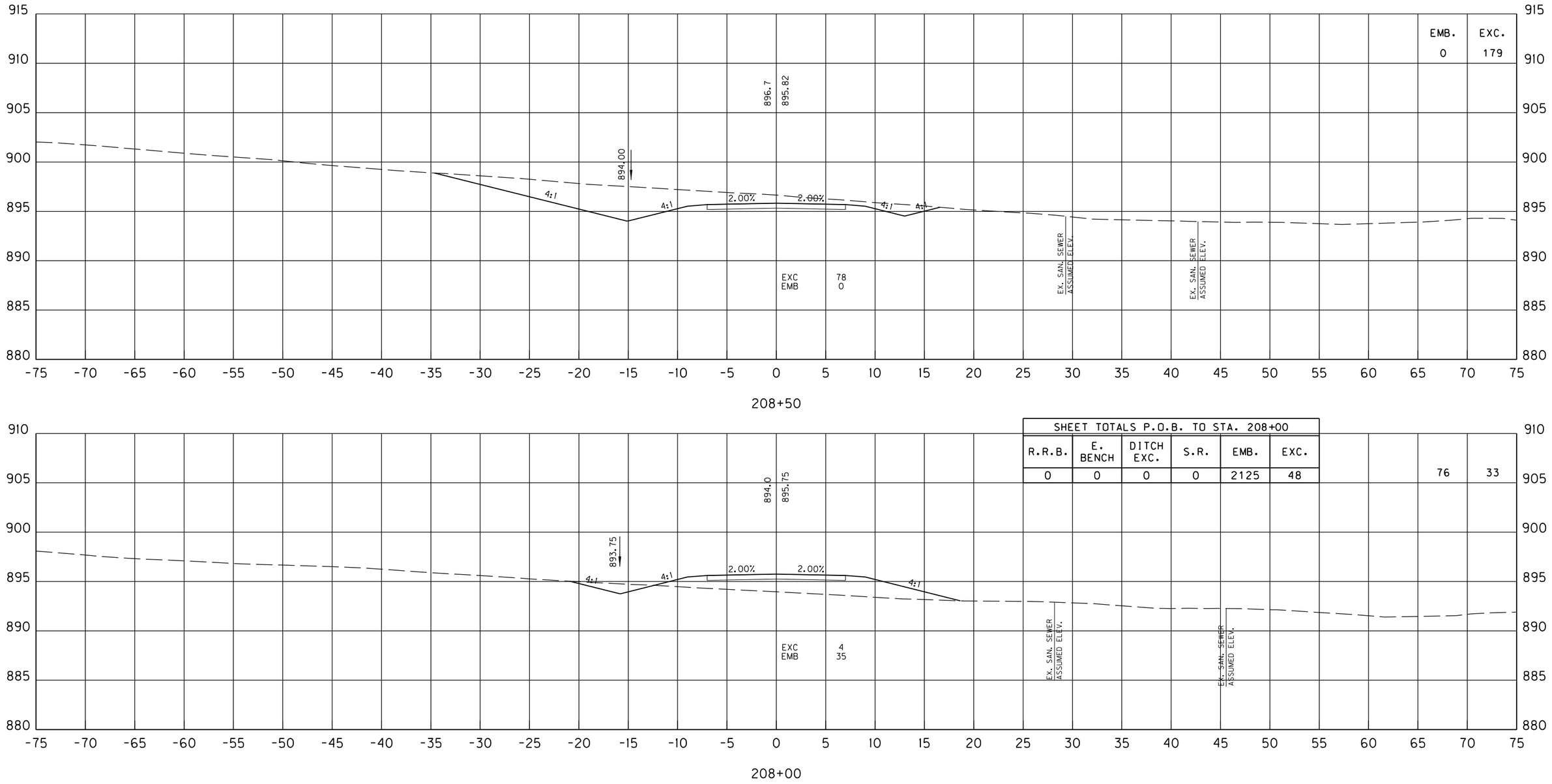
207+00

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 207+00 TO STA. 207+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X116



SHEET TOTALS P.O.B. TO STA. 208+00

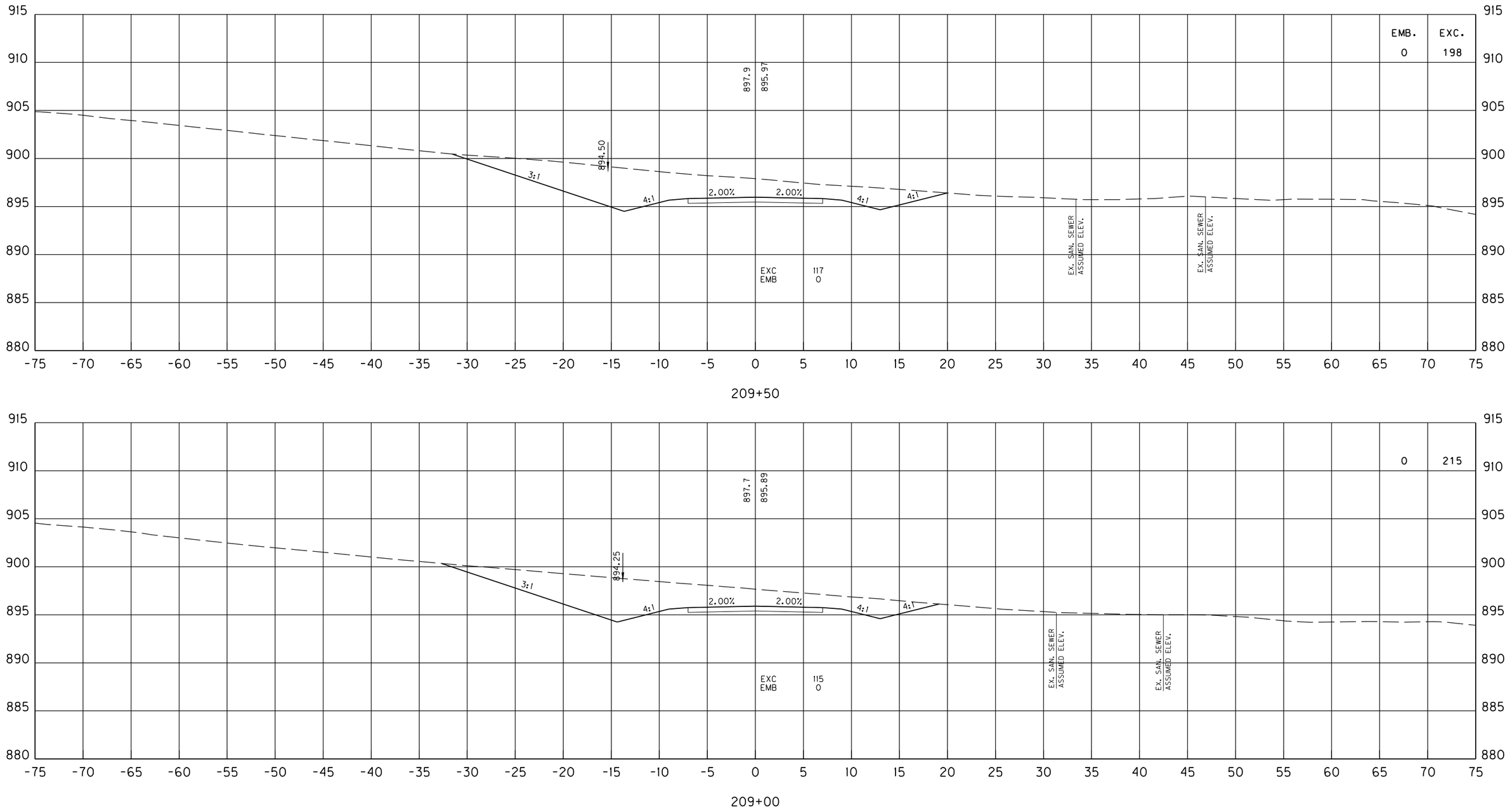
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	2125	48

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 208+00 TO STA. 208+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XII7

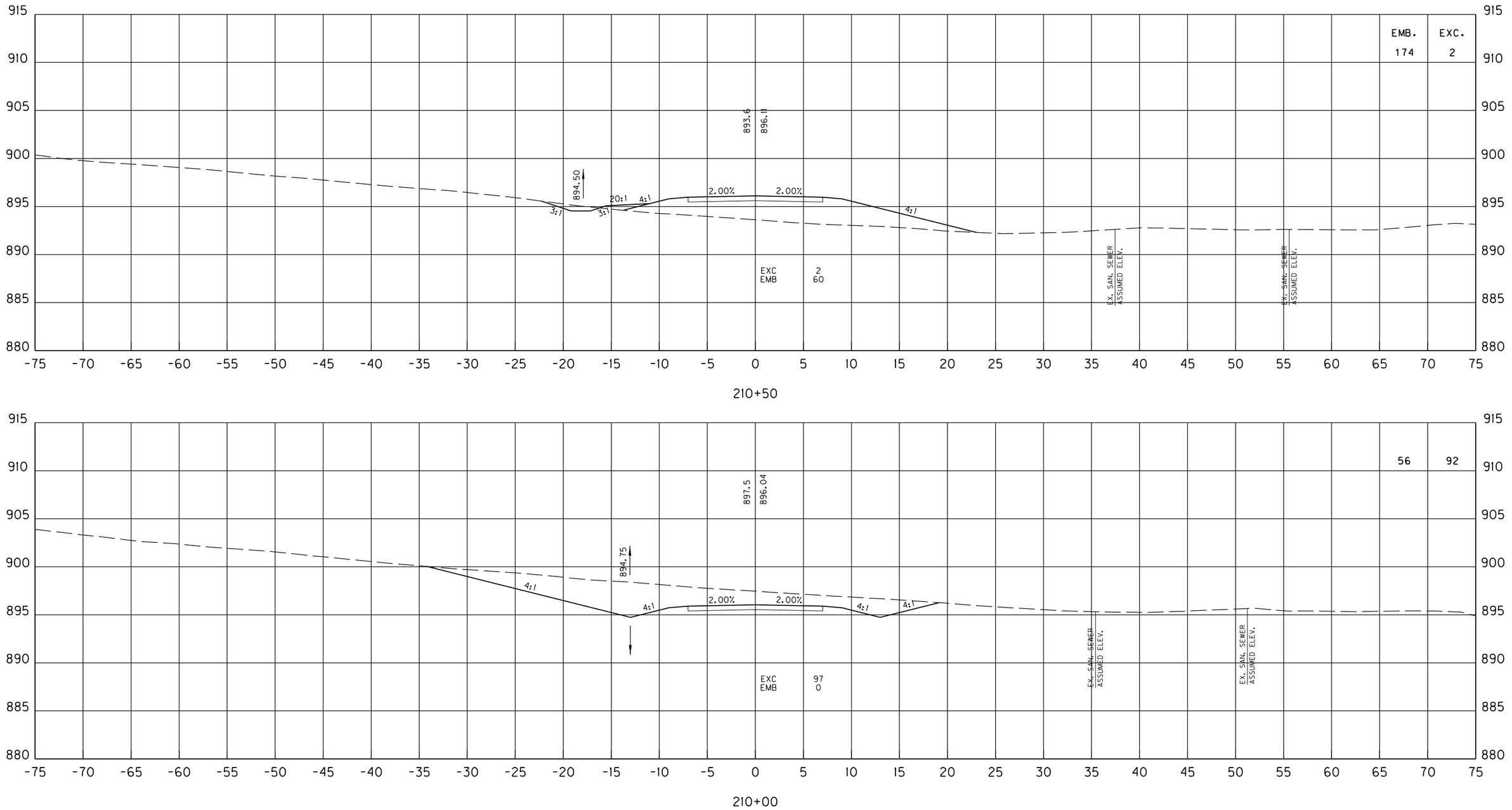


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 209+00 TO STA. 209+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X118

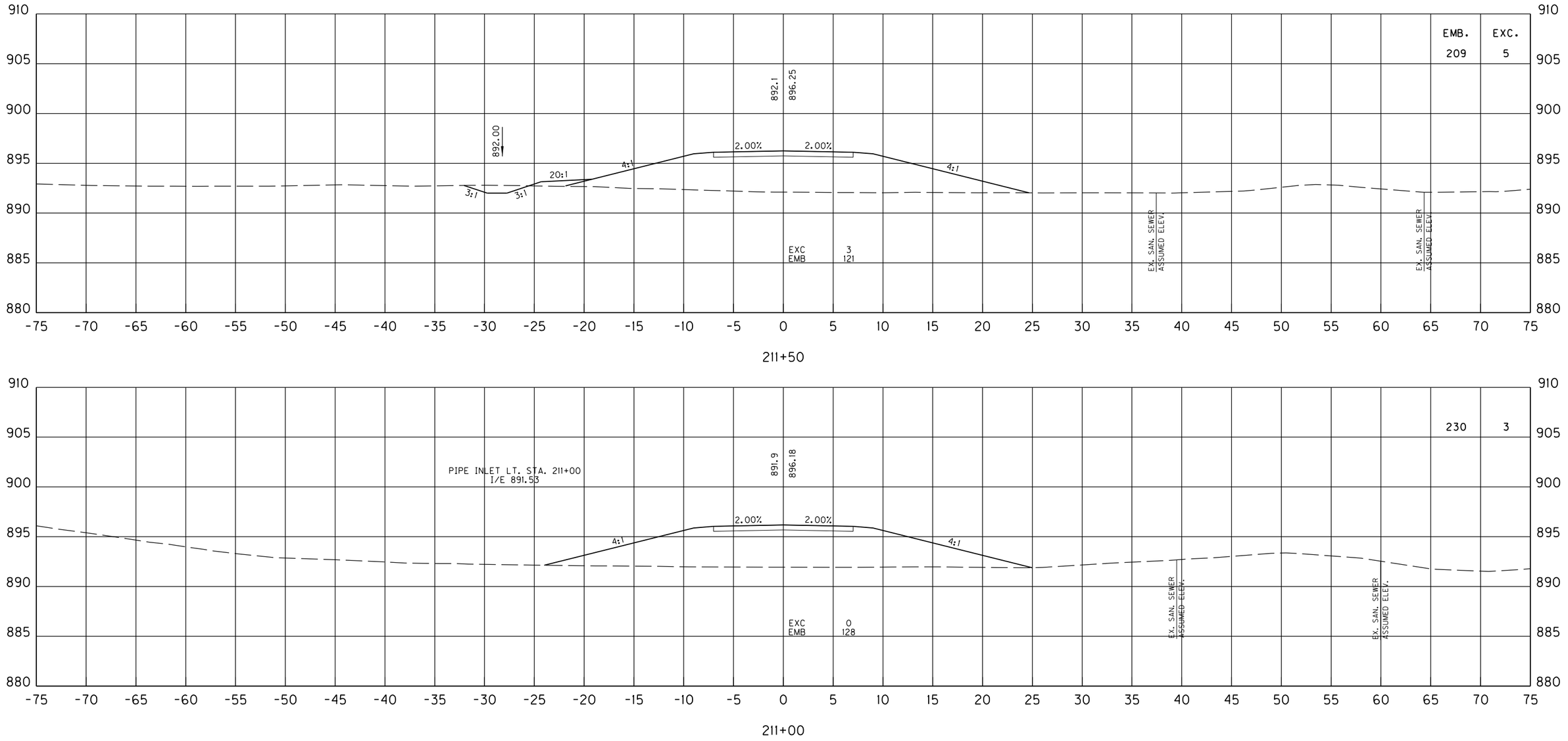


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 210+00 TO STA. 210+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X119

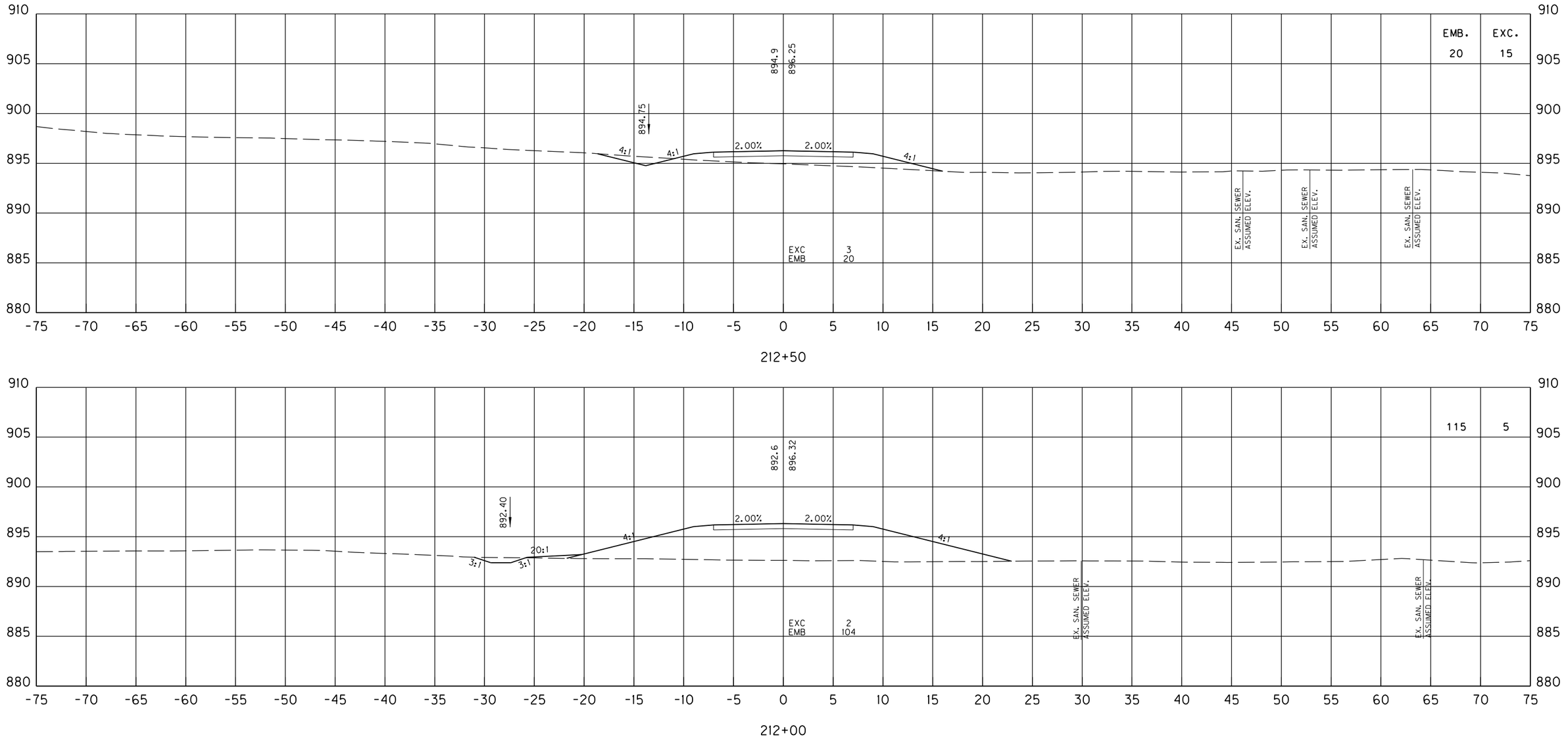


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 211+00 TO STA. 211+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X120

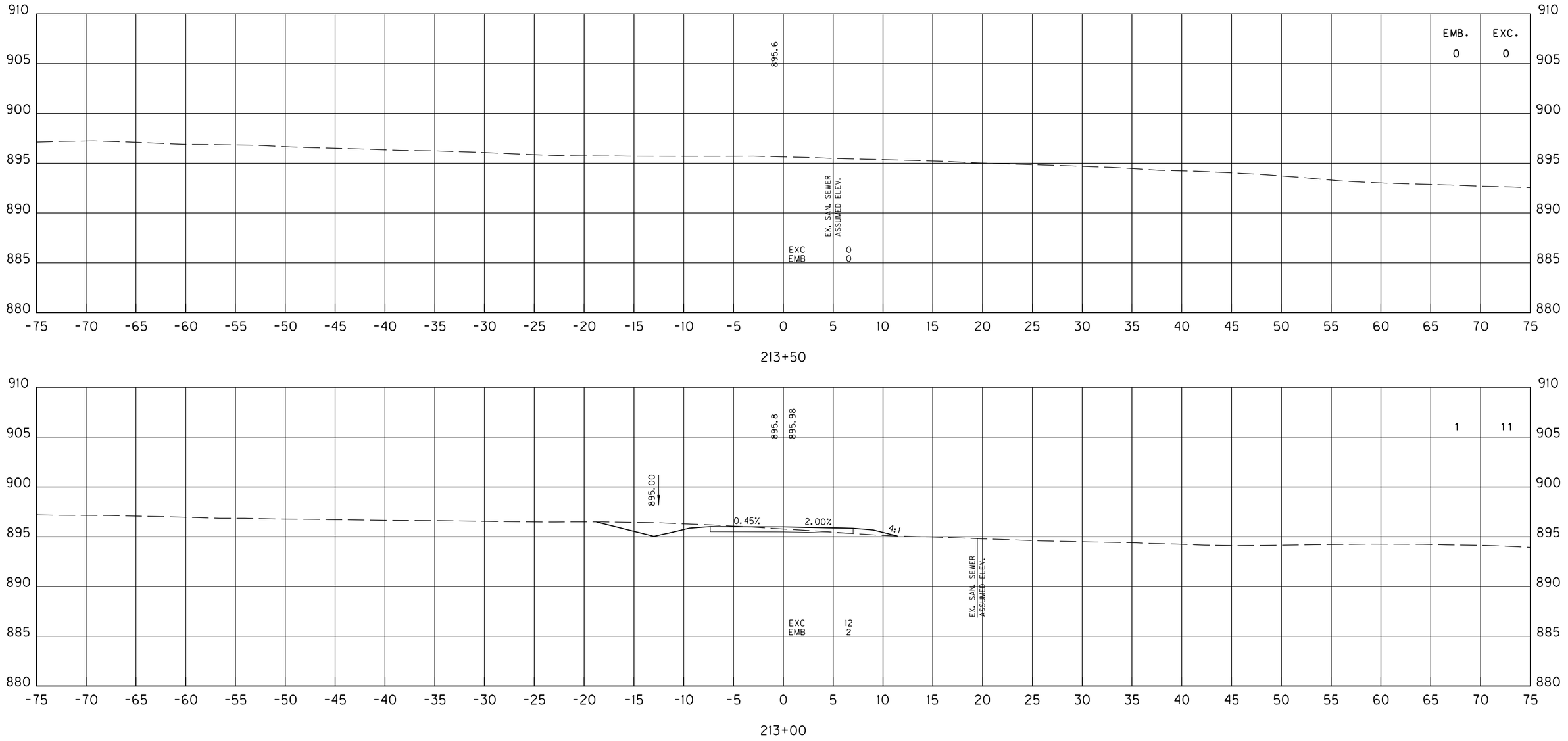


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

TREATMENT PLANT SERVICE ROAD
STA. 212+00 TO STA. 212+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X121



SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

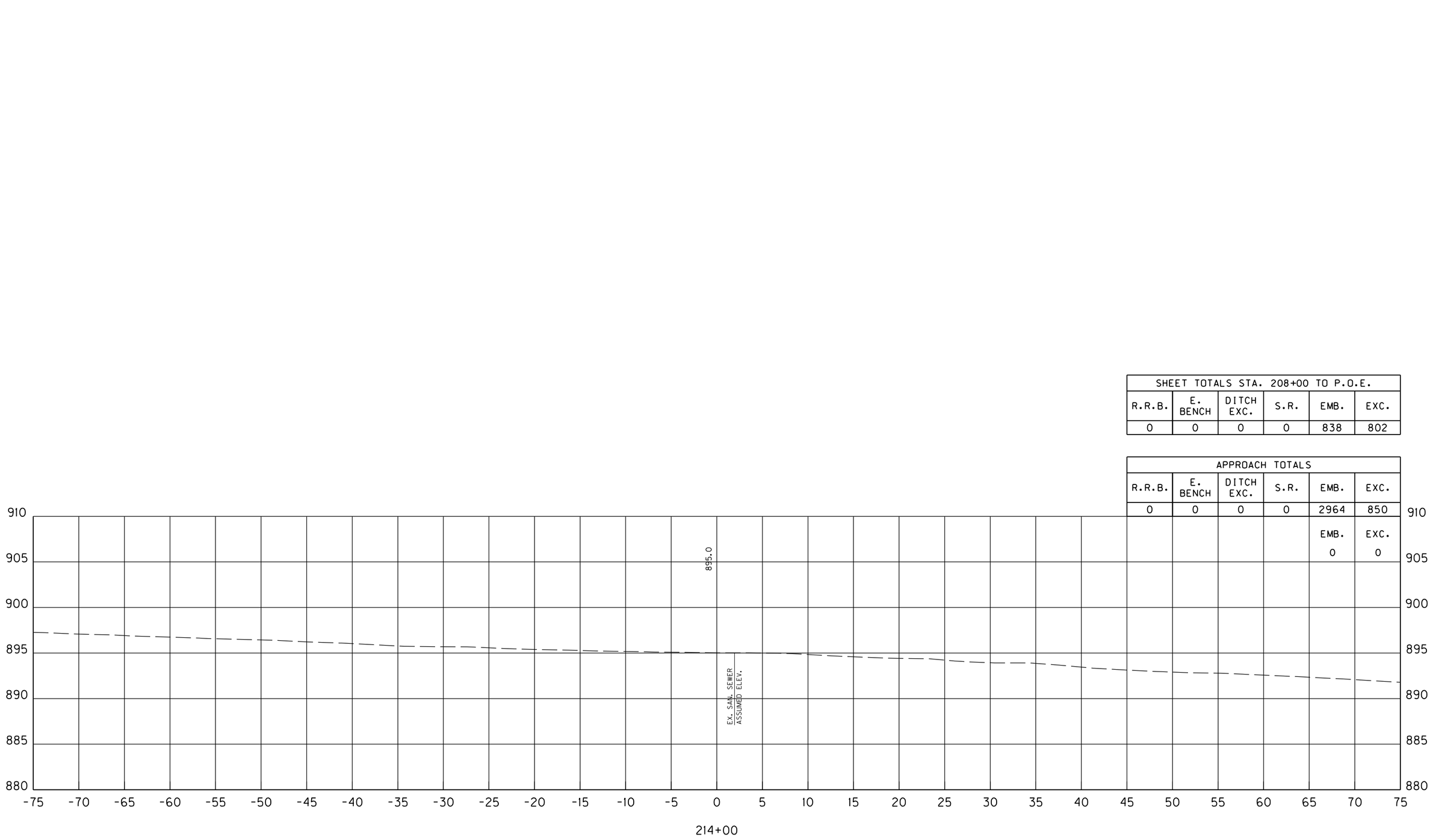
TREATMENT PLANT SERVICE ROAD
STA. 213+00 TO STA. 213+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X122

SHEET TOTALS STA. 208+00 TO P.O.E.					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	838	802

APPROACH TOTALS					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	2964	850
				EMB.	EXC.
				0	0

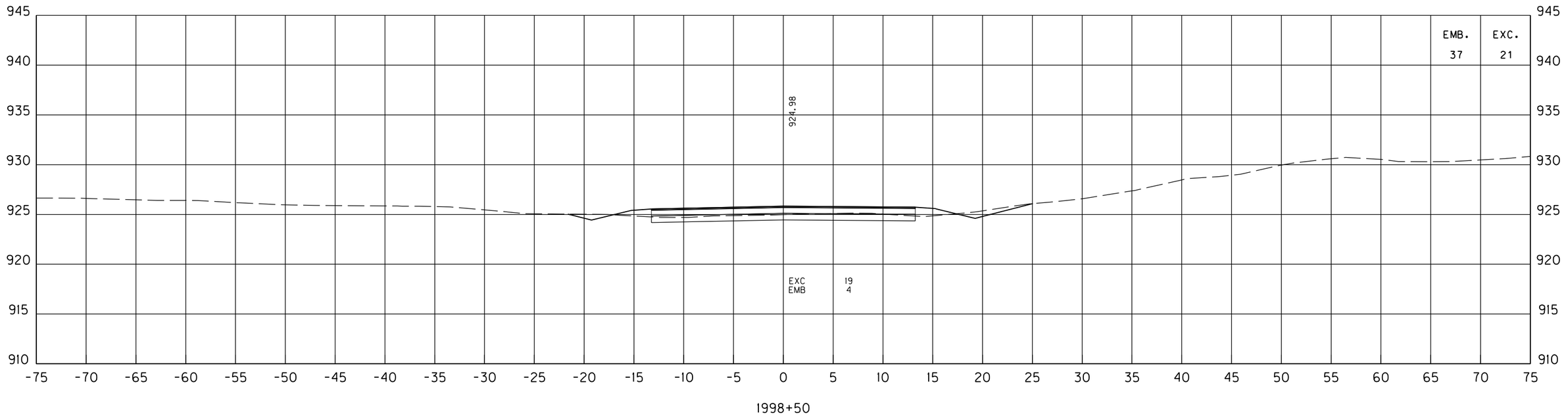


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

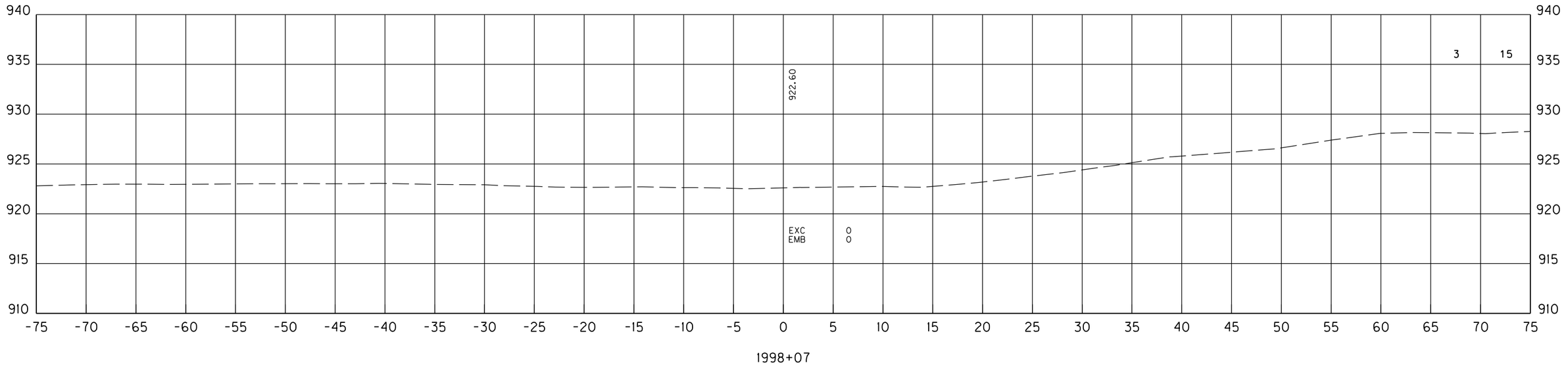
TREATMENT PLANT SERVICE ROAD
STA. 214+00 TO STA. 214+00

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X123



1998+50



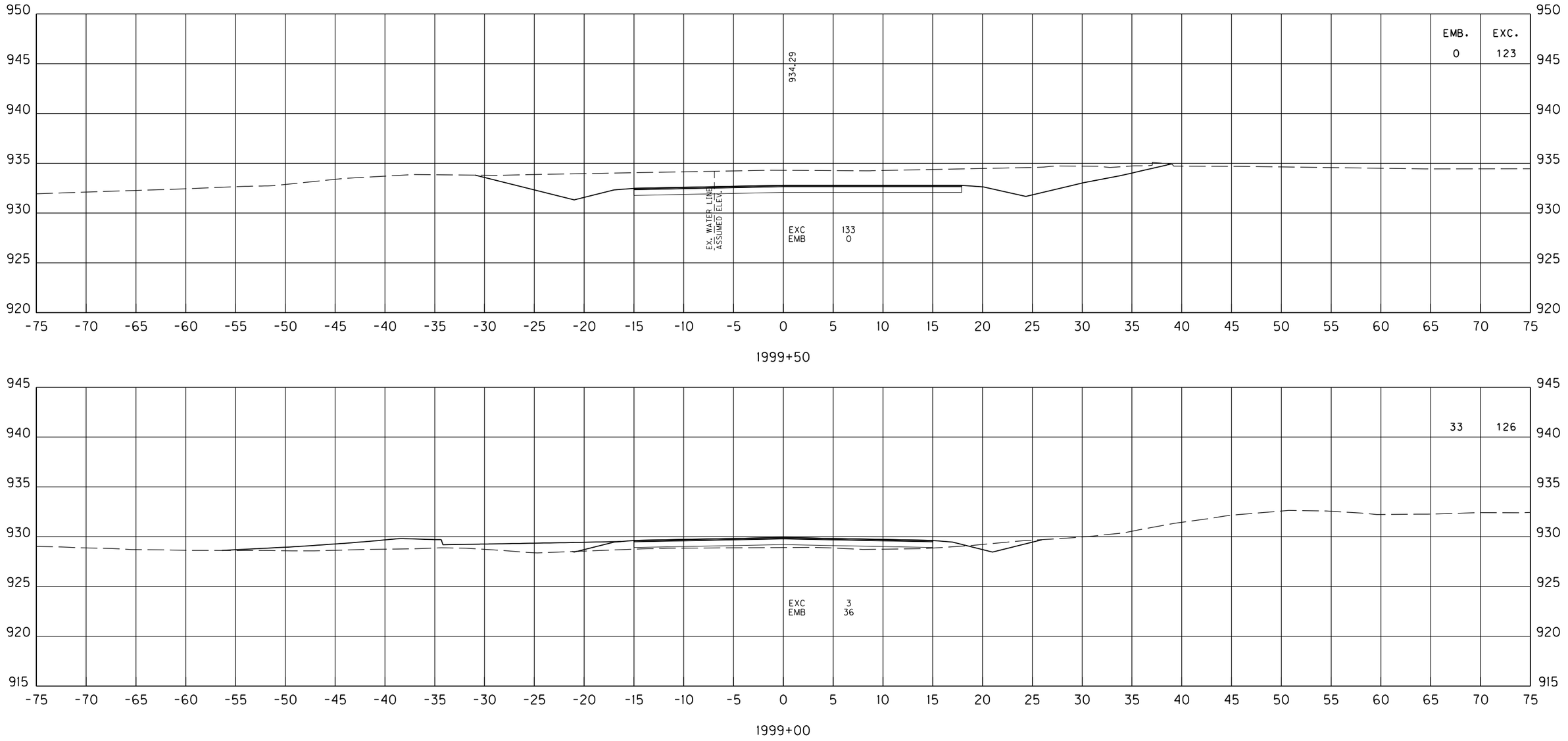
1998+07

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

ACCESS ROAD STA. 463+76
STA. 1998+07 TO STA. 1998+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X124



SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

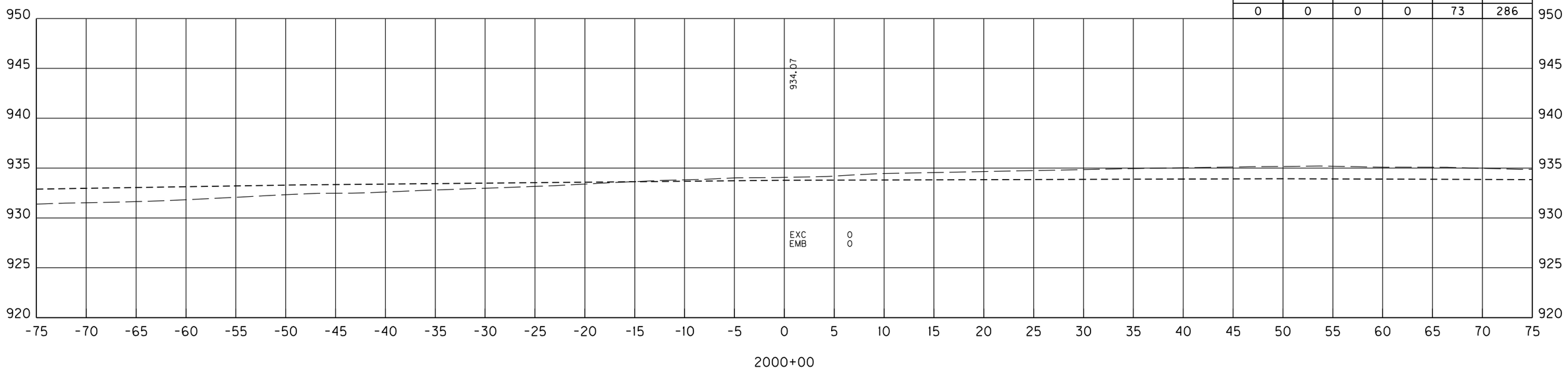
ACCESS ROAD STA. 463+76
STA. 1999+00 TO STA. 1999+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X125

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

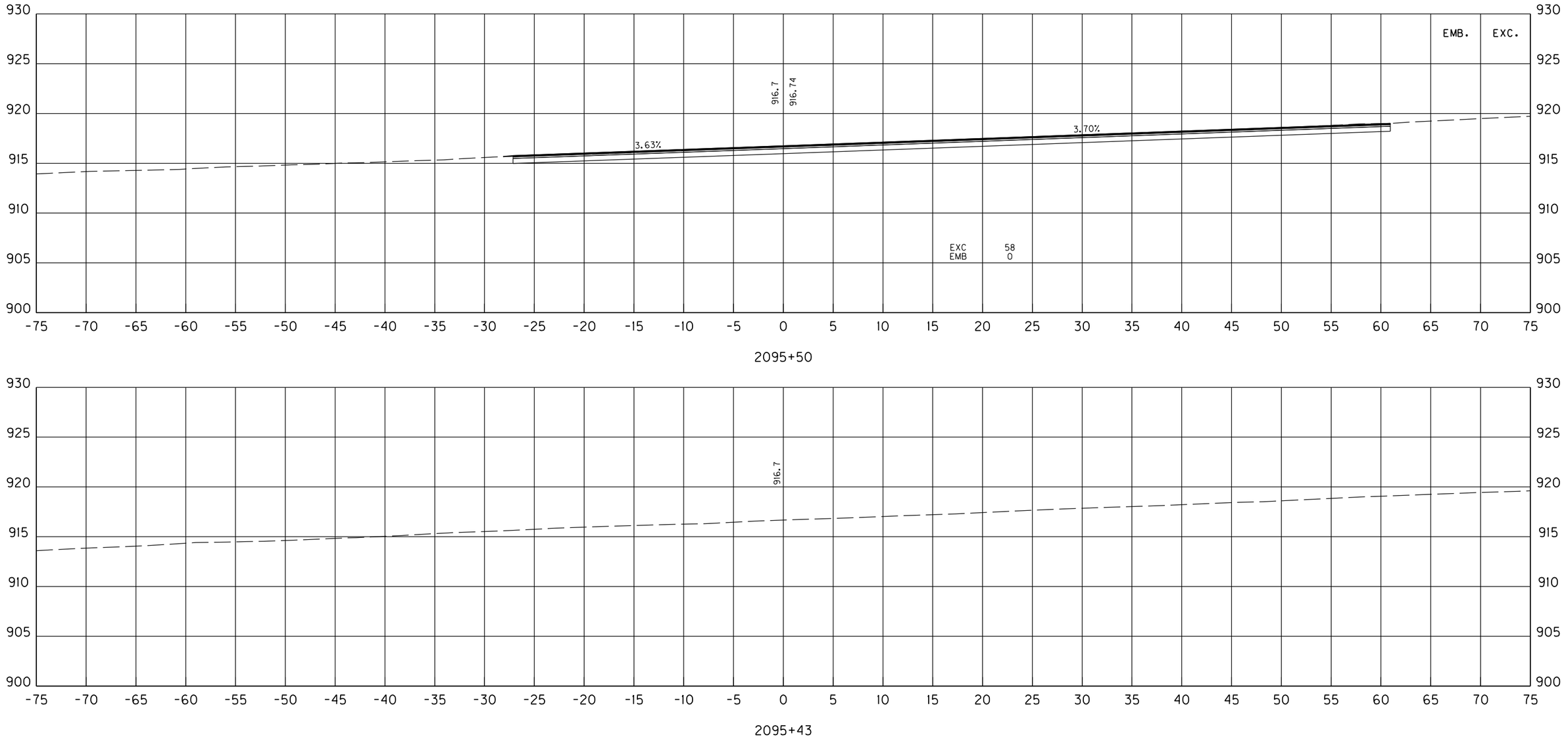
APPROACH TOTALS					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	73	286



SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

ACCESS ROAD STA. 463+76
STA. 2000+00 TO STA. 2000+00

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X126

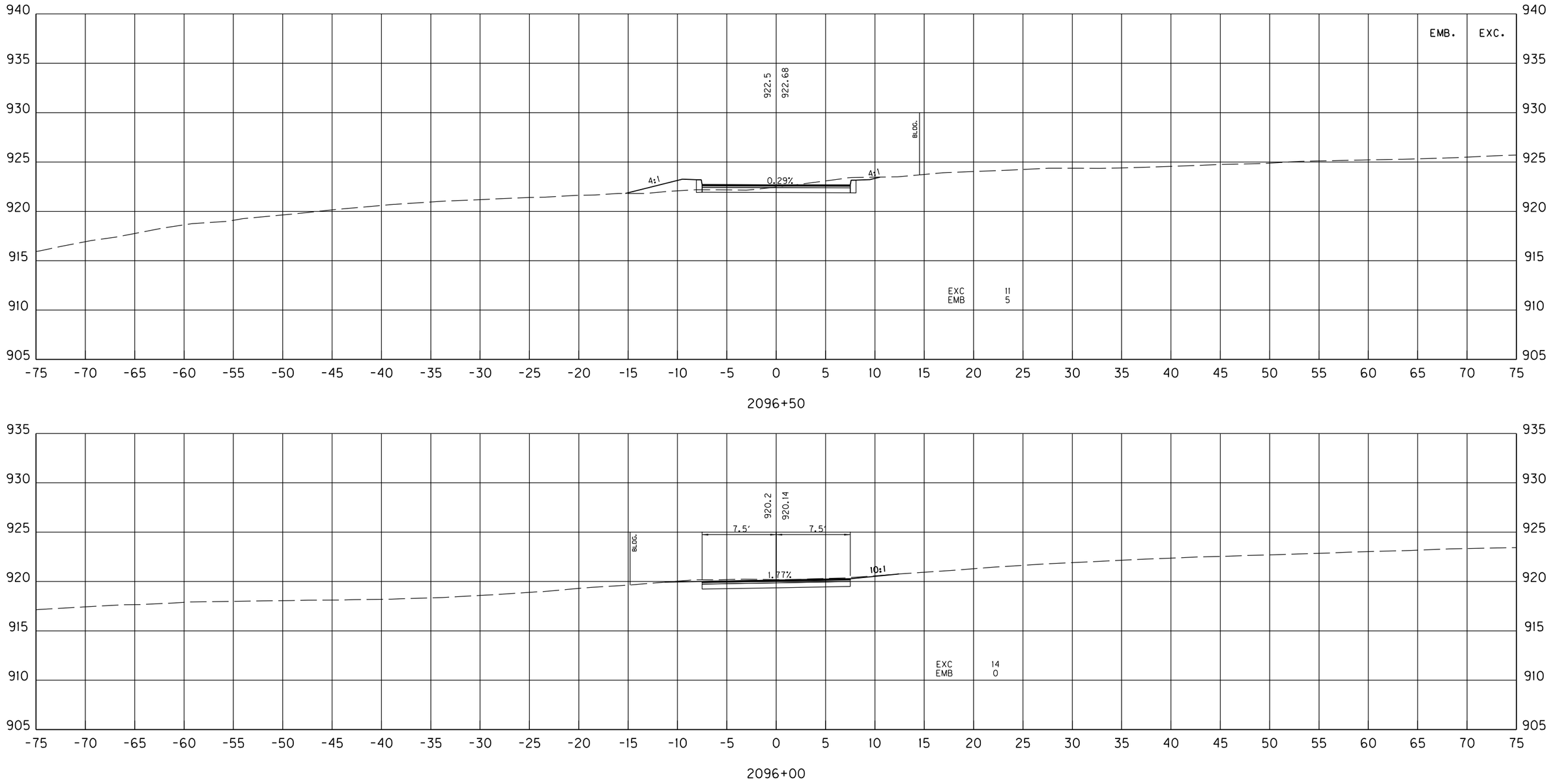


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2095+43 TO STA. 2095+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X127

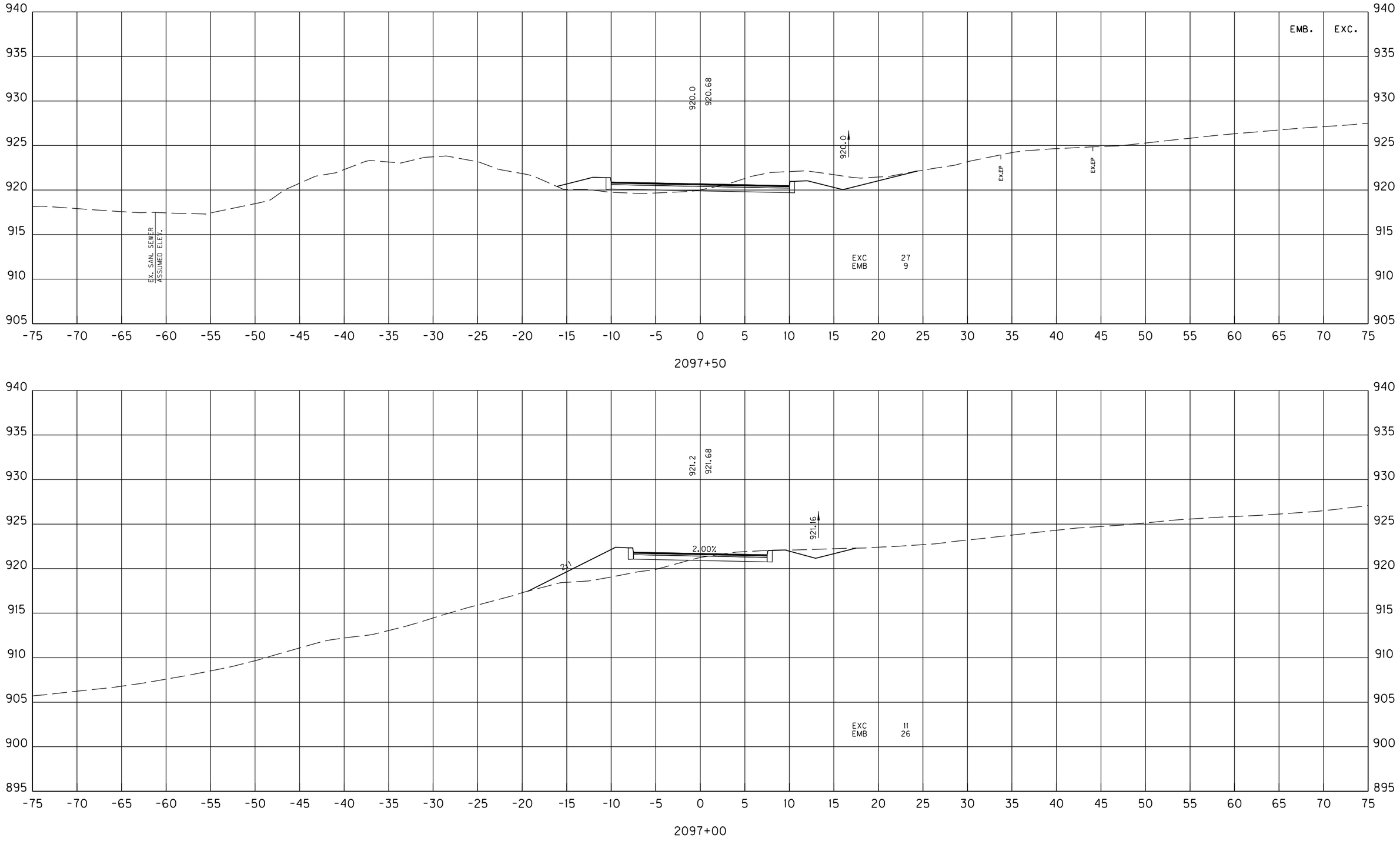


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2096+00 TO STA. 2096+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X128

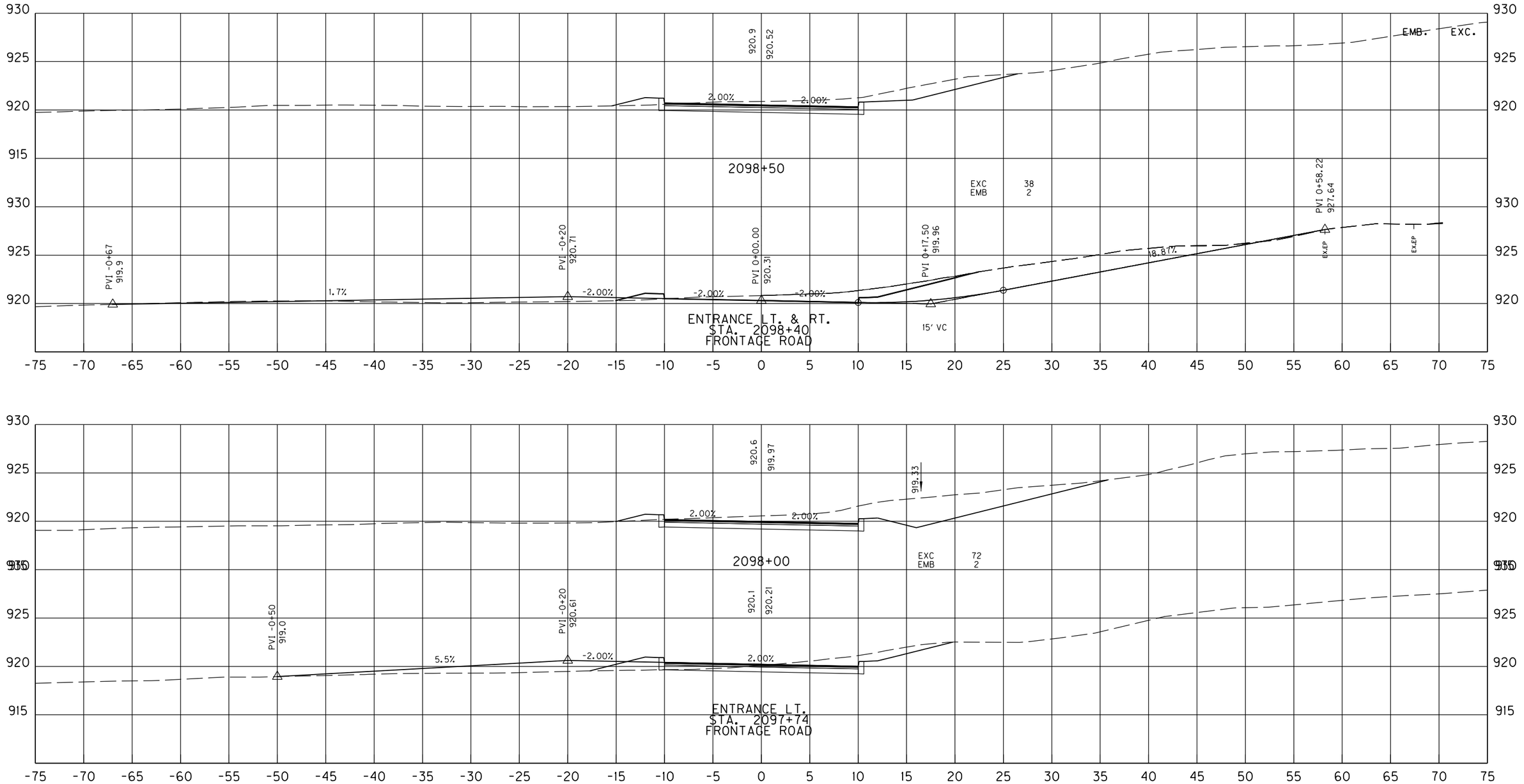


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2097+00 TO STA. 2097+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X129

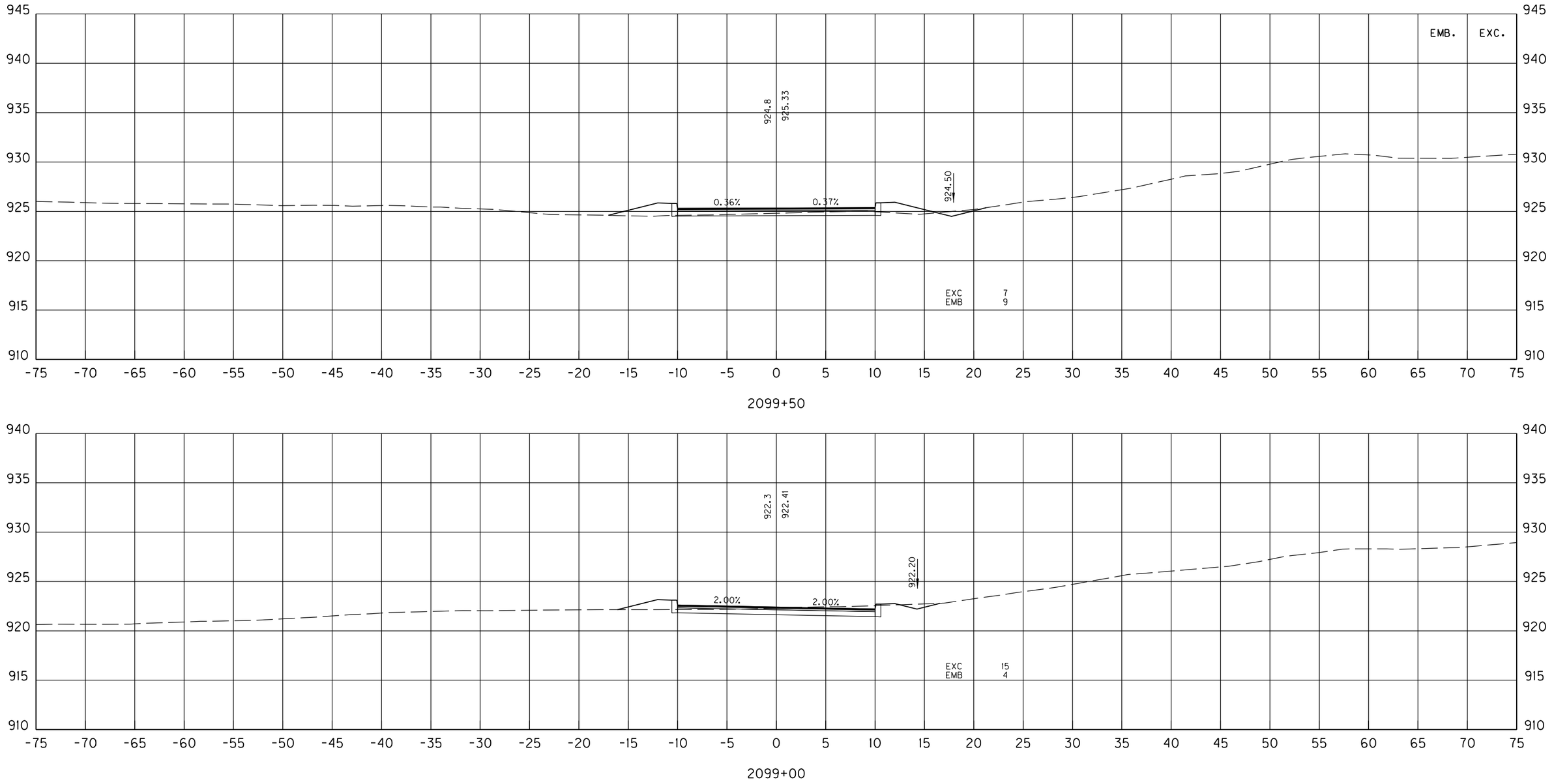


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2098+00 TO STA. 2098+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X130

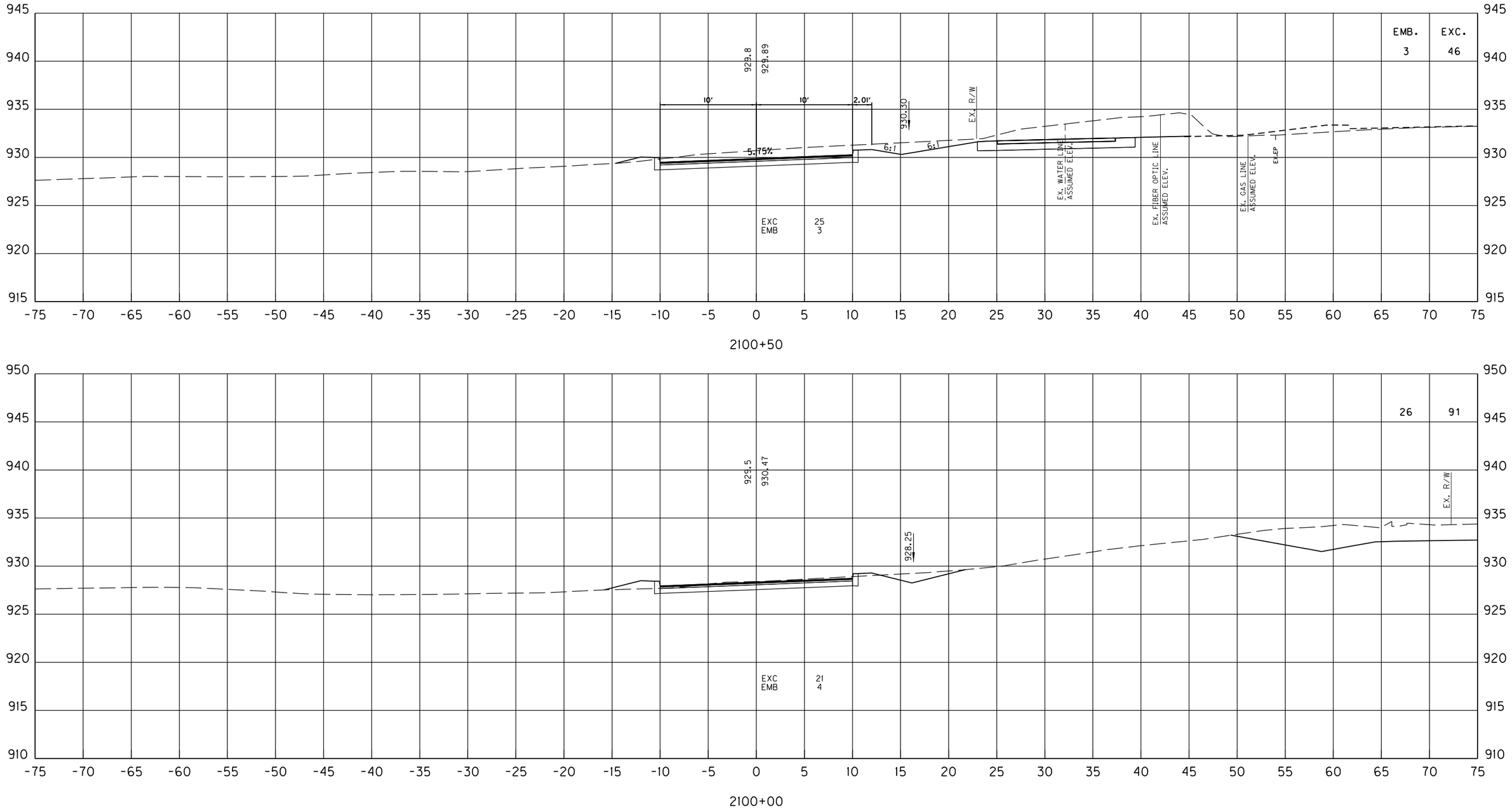


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2099+00 TO STA. 2099+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X131

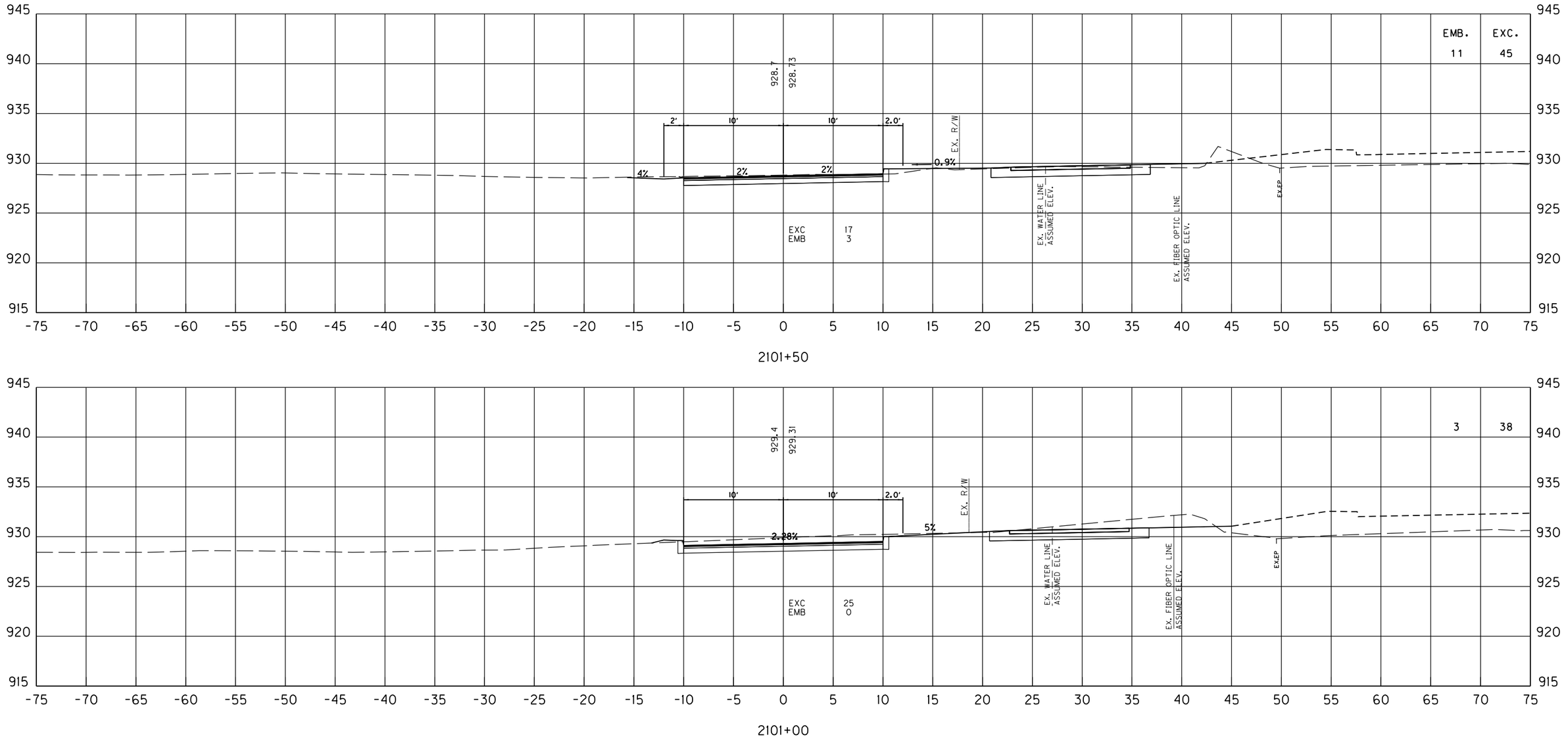


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2100+00 TO STA. 2100+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	XI32

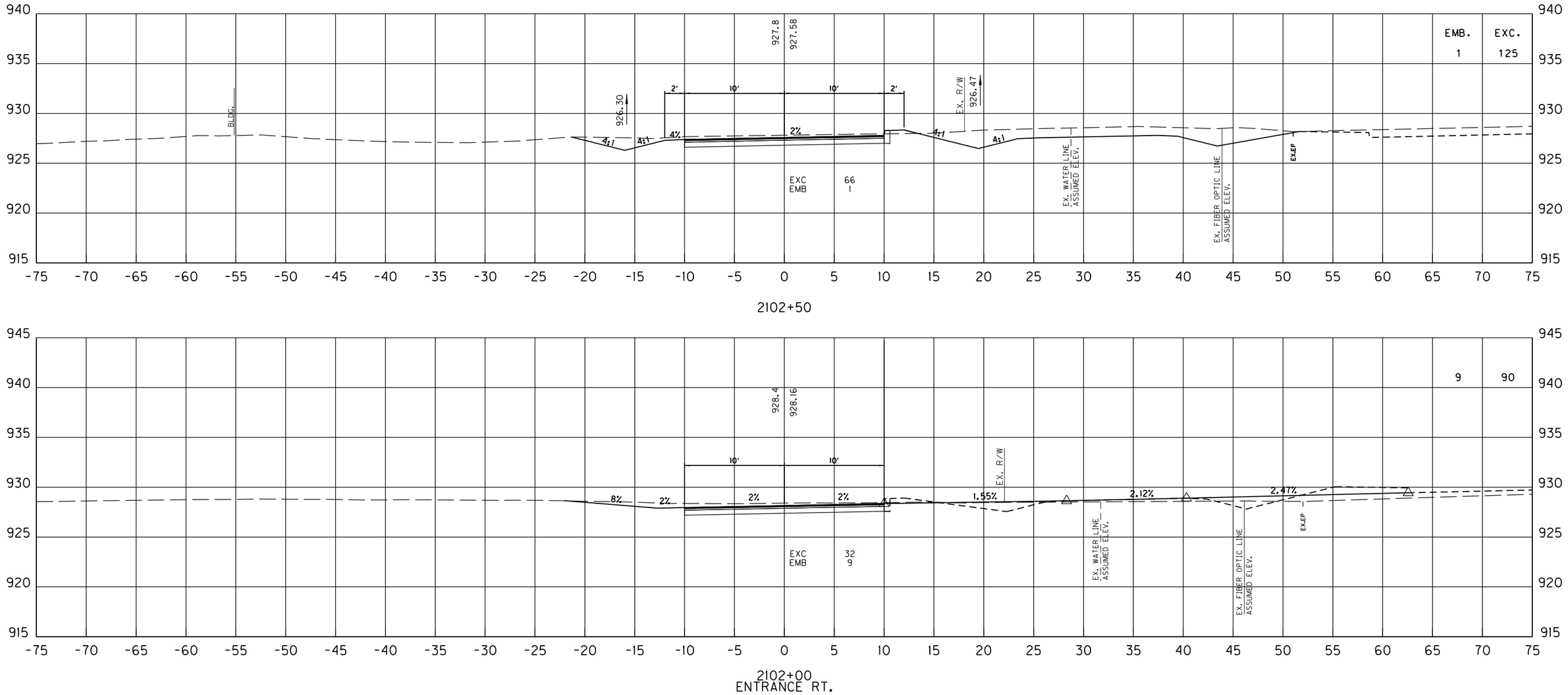


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2101+00 TO STA. 2101+50

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X133

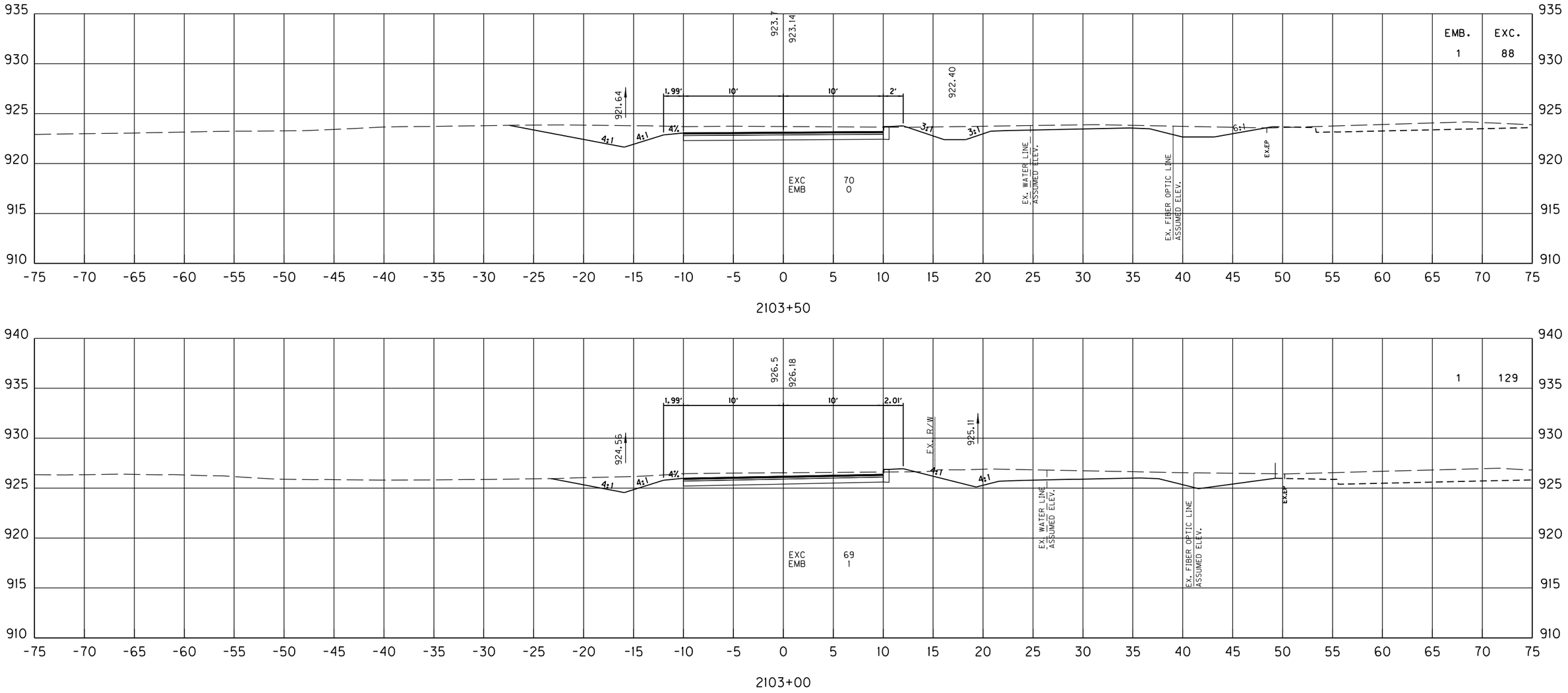


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2102+00 TO STA. 2102+50

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USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X134

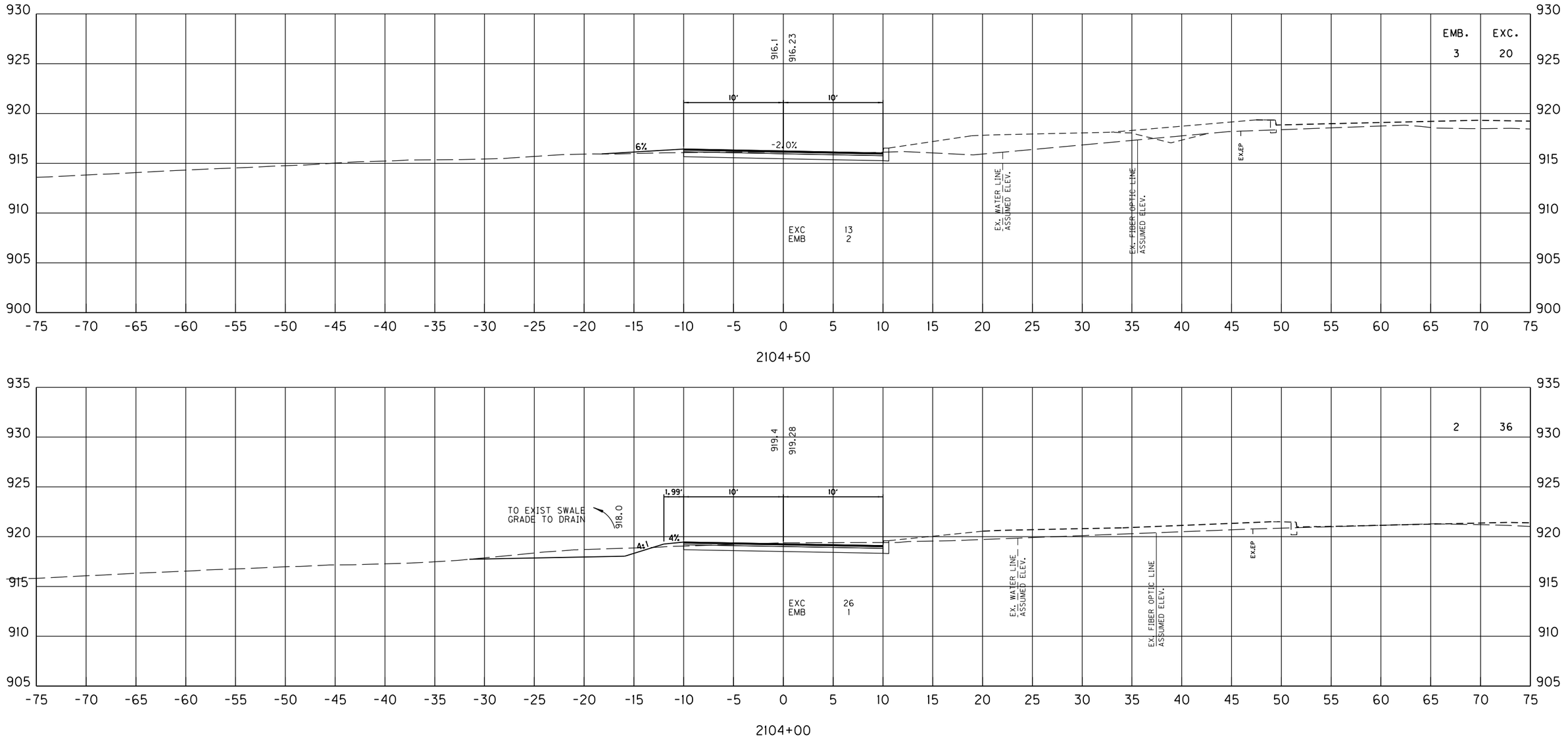


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
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USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X135

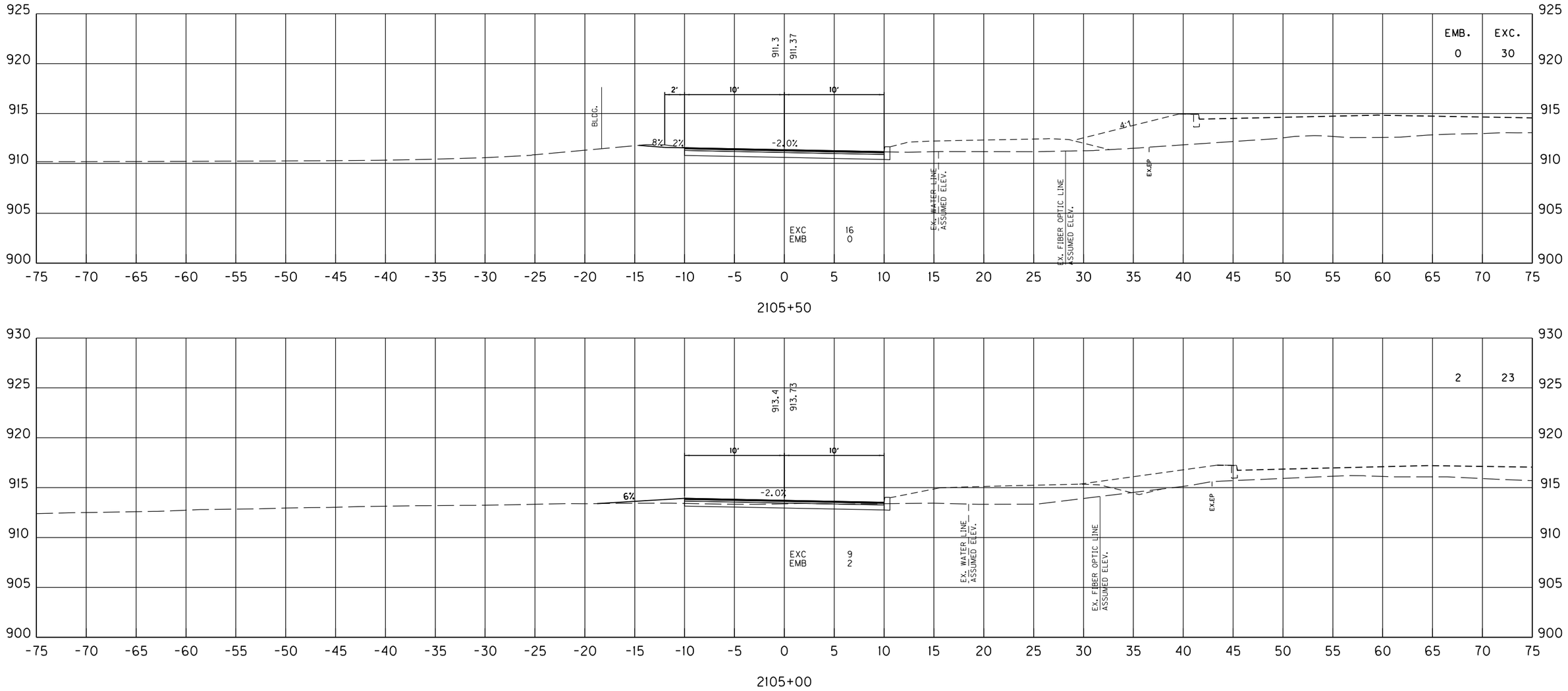


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
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DATE PLOTTED: July 17, 2019
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COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X136

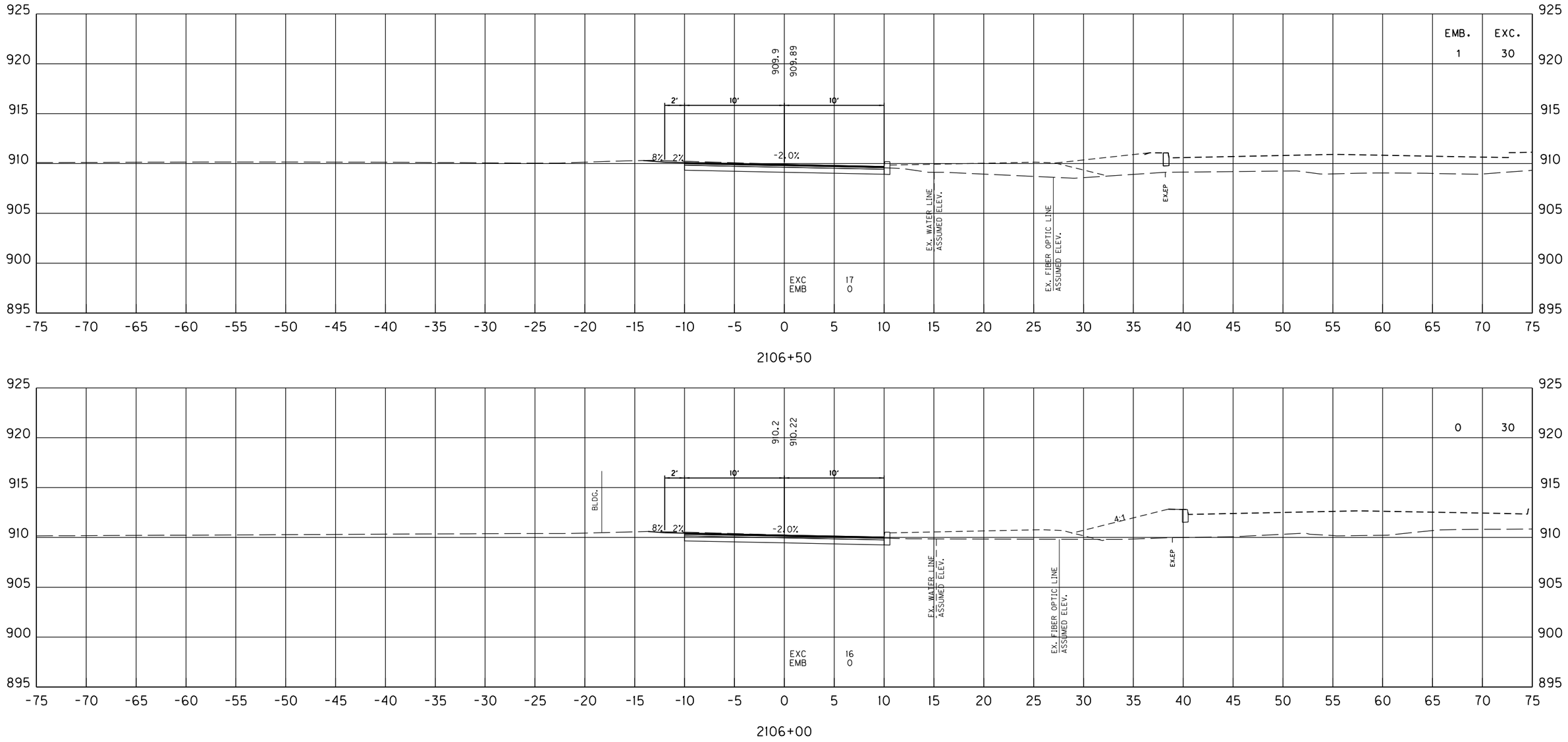


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
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USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X137

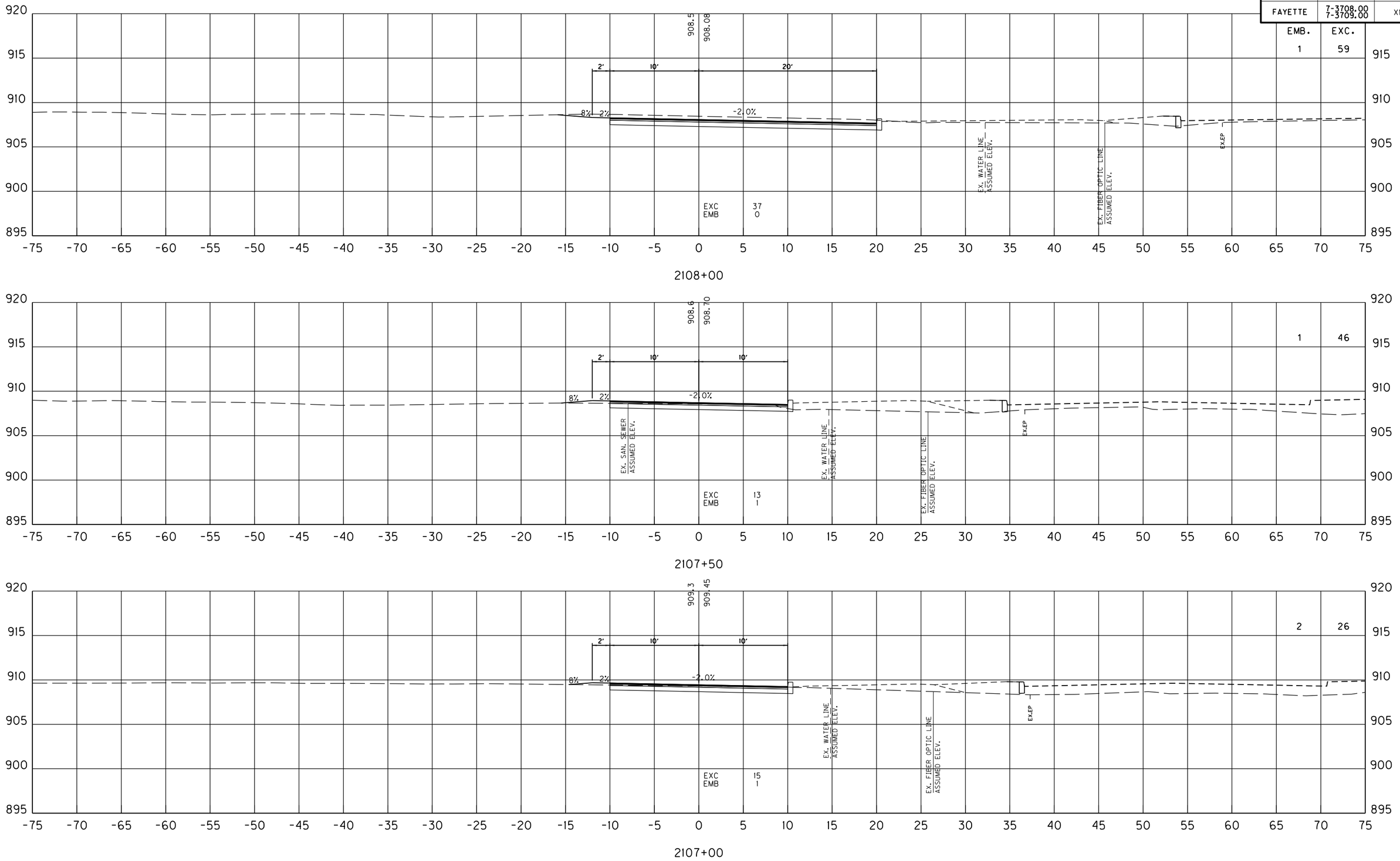


SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
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USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X138



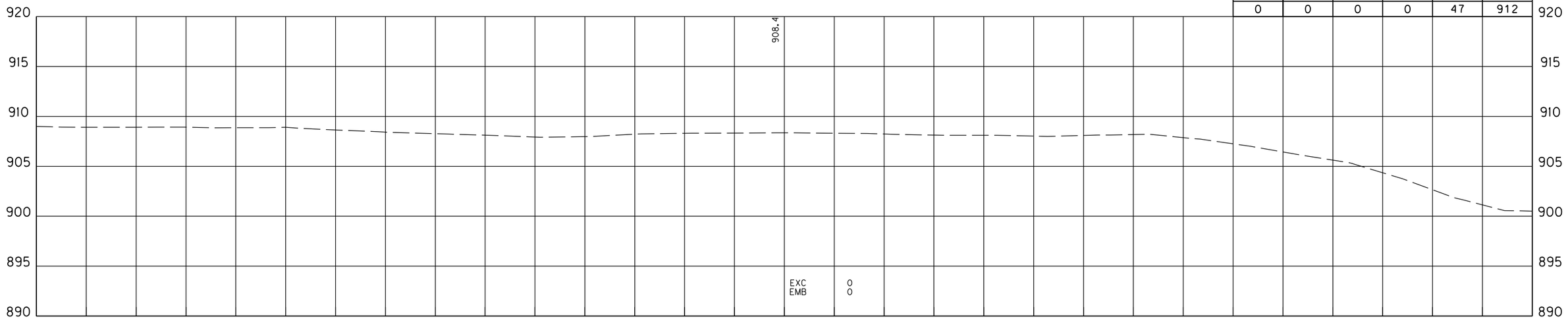
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1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2107+00 TO STA. 2108+00

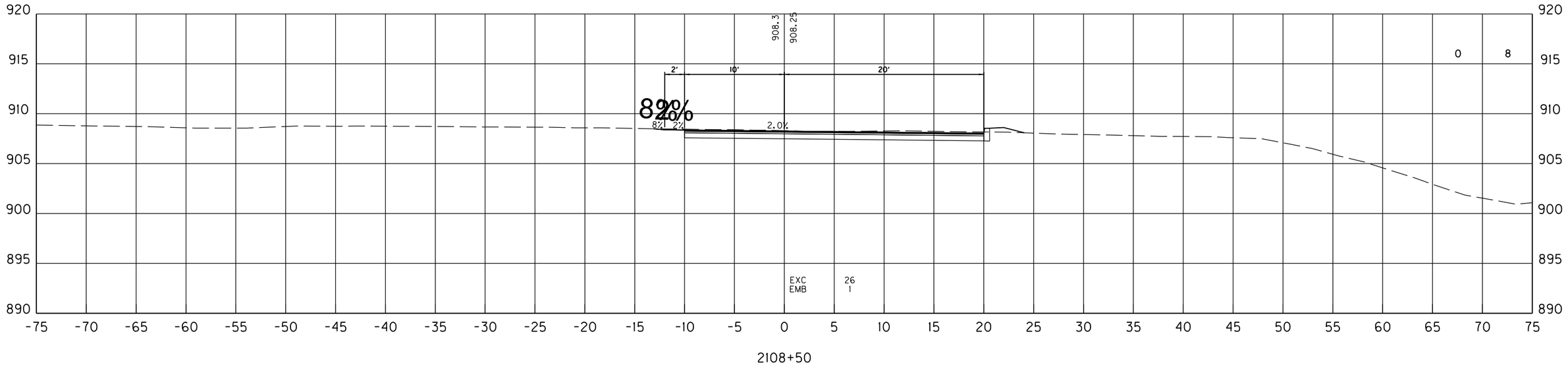
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USER: Janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-3708.00 7-3709.00	X139

APPROACH TOTALS					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	47	912



2108+67



2108+50

SCALE: 1" = 5' HORIZONTAL
1" = 5' VERTICAL

FRONTAGE ROAD
STA. 2108+50 TO STA. 2108+67

FILE NAME: C:\PW_WORKDIR\NEW FOLDER\DMS22590\APPROACH AND FRONTAGE RD-XS.DGN
USER: janet
DATE PLOTTED: July 17, 2019
E-SHEET NAME:
Power InRoads v8.11.9.397

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PEDESTRIAN OVERHEAD CROSSING AGREEMENT AND OTHER RELATED AGREEMENTS WITH R.J. CORMAN RAILROAD/CENTRAL KENTUCKY LINES TO ALLOW FOR THE CONSTRUCTION OF A SHARED-USE BRIDGE FOR THE TOWN BRANCH TRAIL PHASE V PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $73,785.00 IN FY 2024 AND APPROXIMATELY $7,000.00 IN FUTURE FISCAL YEARS.

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 Pedestrian Overhead Crossing Agreement and other related agreements, which are attached hereto and incorporated herein by reference, with R.J. Corman Railroad/Central Kentucky Lines, to allow for the construction of a shared-use bridge for the Town Branch Trail Phase V project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $73,785.00 in FY 2024 be and hereby is approved for payment to R.J. Corman Railroad/Central Kentucky Lines, from account # 3160-303202-3225-90313, pursuant to the terms of the Pedestrian Overhead Crossing Agreement and other related agreements and subject to the budgeting of funds in future fiscal years and a future budget amendment being processed after the Town Branch Trail Phase V project moves to the construction phase to reallocate the funds into the correct accounting.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0520-24:EPT:4864-3558-9055, v. 1

RESOLUTION NO. 288 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PEDESTRIAN OVERHEAD CROSSING AGREEMENT AND OTHER RELATED AGREEMENTS WITH R.J. CORMAN RAILROAD/CENTRAL KENTUCKY LINES TO ALLOW FOR THE CONSTRUCTION OF A SHARED-USE BRIDGE FOR THE TOWN BRANCH TRAIL PHASE V PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $73,785.00 IN FY 2024 AND APPROXIMATELY $7,000.00 IN FUTURE FISCAL YEARS.

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 Pedestrian Overhead Crossing Agreement and other related agreements, which are attached hereto and incorporated herein by reference, with R.J. Corman Railroad/Central Kentucky Lines, to allow for the construction of a shared-use bridge for the Town Branch Trail Phase V project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $73,785.00 in FY 2024 be and hereby is approved for payment to R.J. Corman Railroad/Central Kentucky Lines, from account # 3160-303202-3225-90313, pursuant to the terms of the Pedestrian Overhead Crossing Agreement and other related agreements and subject to the budgeting of funds in future fiscal years and a future budget amendment being processed after the Town Branch Trail Phase V project moves to the construction phase to reallocate the funds into the correct accounting.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0520-24:EPT:4864-3558-9055, v. 1

Copy in lieu of original

CONSTRUCTION AGREEMENT

This Construction Agreement (this "Agreement") is made as of April 24, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter referred to as ("RJC" or the "Railroad") and Lexington Fayette Urban County Government, the address of which is 200 East Main Street, Lexington, KY 40507, hereinafter referred to as (the "LFUCG").

RECITALS:

1. LFUCG desires to construct a pedestrian overhead crossing above the Railroad track and perform grading work, tie down slopes, improve drainage and install and replace existing fence adjacent to Railroad right of way at or near Mile Post 91.7, in Lexington, Fayette County, Kentucky, all as indicated in plans, maps and drawings included or referenced as part of the Town Branch Trail Project ("Project").

2. LFUCG has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. LFUCG acknowledges that: (i) by entering into this Agreement, RJC is providing accommodations to promote the public interest to be served by this Project; (ii) neither RJC nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to RJC, by or on behalf of LFUCG or its contractors, pursuant to this Agreement; and (iii) RJC retains, in its sole discretion, right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, for and in consideration of the mutual terms, promises covenant and conditions set out herein, the parties hereby agree as follows:

1. PROJECT PLANS AND SPECIFICATIONS

Preparation and Approval. Project plans, specifications and drawings prepared by or on behalf of LFUCG shall be subject, at RJC's election, to the review and approval of RJC. Such plans, specifications, and drawings, as prepared or approved by RJC, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by RJC as of the date of this Agreement are set forth in Exhibit B to this Agreement.

Effect of RJC Approval or Preparation of Plans. By its review, approval, or preparation of Plans pursuant to this Agreement, RJC warrants only that construction of the Project in accordance with such Plans and improvements will satisfy RJC's requirements. RJC expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability, or fitness for the purposes of LFUCG or any other persons of the Plans or improvements constructed in accordance with the Plans.

Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 RJC Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, RJC shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. LFUCG agrees that RJC shall provide all services that RJC deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and RJC's contractual obligations, including, but not limited to, RJC's existing or proposed third party agreements and collective bargaining agreements.

2.2 LFUCG Work. LFUCG shall perform, or cause to be performed, all work as set forth by Exhibit A, at LFUCG's sole cost and expense.

2.3 Conduct of Work. RJC shall commence its work under this Agreement following: (i) delivery to RJC of a notice to proceed from LFUCG; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by RJC prior to the commencement of work by RJC; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to RJC, as required by Section 9. The initiation of any services by RJC pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by RJC or on RJC property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

2.4 The "Work." Collectively the RJC Work, and the LFUCG Work shall be defined as the "Work."

3. SPECIAL PROVISIONS

LFUCG shall observe, comply with, and abide by, and shall require its contractors ("Contractors") to observe, comply with, and abide by the terms, conditions and provisions set forth in this Agreement and Exhibit C to this Agreement (the "Special Provisions"). To the extent that LFUCG performs Project work itself, LFUCG shall be deemed a Contractor for purposes of this Agreement. LFUCG further agrees that, prior to the commencement of Project work by any third-party Contractors, such Contractors shall execute and deliver to RJC Schedule 1 to this Agreement to acknowledge the Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. LFUCG shall reimburse RJC for all costs and expenses incurred by RJC in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials, and supplies, (5) sums paid to RJC's engineers,

consultants, and subcontractors, and (6) RJC labor in connection with the Project, together with RJC labor overhead percentages established by RJC pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by RJC prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. RJC has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event RJC anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide LFUCG with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for LFUCG's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. RJC may elect, by delivery of notice to LFUCG, to immediately cease all further work on the Project, unless and until LFUCG provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 LFUCG shall pay RJC for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). RJC agrees to submit invoices to LFUCG for such amounts and LFUCG shall remit payment to RJC at the later of thirty (30) days following delivery of each such invoice to LFUCG or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, RJC shall submit to LFUCG a final invoice that reconciles the total Reimbursable Expenses incurred by RJC against the total payments received from LFUCG. LFUCG shall pay to RJC the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to LFUCG. In the event that the payments received by RJC from LFUCG exceed the Reimbursable Expenses, RJC shall remit such excess to LFUCG.

4.3.3 In the event that LFUCG fails to pay RJC any sums due RJC under this Agreement: (i) LFUCG shall pay RJC interest at the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) RJC may elect, by delivery of notice to LFUCG:
(A) to immediately cease all further work on the Project, unless and until LFUCG pays the entire delinquent sum, together with accrued interest; and/or (B) terminate this Agreement.

4.3.4 All invoices from RJC shall be delivered to LFUCG in accordance with Section 16 of this Agreement. All payments by LFUCG to RJC shall be mailed to the following address or such other address as designated by RJC's notice to LFUCG:

R. J Corman Railroad Company\Central Kentucky Lines
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356

ATTN: Deborah J. Hawley

5. APPROPRIATIONS

LFUCG represents to RJC that: (i) LFUCG has appropriated funds sufficient to reimburse RJC for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) LFUCG shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by LFUCG; and (iii) LFUCG shall promptly notify RJC in the event that LFUCG is unable to obtain such appropriations.

6. ACCESS, PERMITS AND LICENSES

6.1 LFUCG's Obligation. LFUCG shall, at its sole cost and expense, acquire all necessary licenses, permits and easements required for the Project. Right of Entry permits will be required for LFUCG contractors.

6.2 Temporary Construction Licenses Insofar as it has the right to do so, RJC hereby grants LFUCG a nonexclusive license to access RJC's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by RJC and such temporary construction easements as may be designated on the Plans approved by RJC.

6.3 Access Rights. Insofar as it has the right to do so, RJC shall grant, without warranty to LFUCG, access rights for the use and maintenance of the Project, wholly or partly on property owned or leased by RJC as shown on the Plans approved by RJC, if any, on terms and conditions and at a price acceptable to the parties. Upon request by RJC, LFUCG shall furnish to RJC descriptions and plat plans for said rights.

7. PERMITS

At its sole cost and expense, LFUCG shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to RJC.

8. TERMINATION

8.1 By LFUCG. For any reason, LFUCG may, as its sole remedy, terminate this Agreement by delivery of notice to RJC. LFUCG shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of RJC's default or termination of this Agreement or Work on the Project by either party.

8.2 By RJC. In addition to the other rights and remedies available to RJC under this Agreement, RJC may terminate this Agreement by delivery of notice to LFUCG in the event LFUCG or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by RJC to LFUCG.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. LFUCG shall reimburse RJC pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by RJC to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning RJC's property to its former condition, and all other costs of RJC incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce LFUCG's obligation to pay RJC for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, RJC's only remaining obligation to LFUCG shall be to refund to LFUCG payments made to RJC in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that LFUCG requires of its Contractor, LFUCG shall acquire or require its Contractor to purchase and maintain insurance in compliance with RJCC's insurance requirements attached to this Agreement as Exhibit F. Neither LFUCG nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by RJCC's Risk Management Department. RJC understands that LFUCG is self-insured and both parties agree that nothing contained in this Agreement or within any Exhibit to this Agreement is intended to obligate LFUCG to acquire insurance.

10. OWNERSHIP AND MAINTENANCE

10.1 LFUCG, and its successors and assigns, shall own and be solely responsible for the maintenance, upkeep, repair, and operation of the Project.

10.2 LFUCG, and its successors and assigns, shall promptly, upon notice from RJC, make any and all repairs to the project reasonably determined by RJC to be necessary for the safety of RJC's railroad operations; and, upon LFUCG's failure to do so, and in emergencies, without notice RJC shall have the right, but not the duty, to make such repairs at LFUCG's sole cost and expense.

10.3 LFUCG shall not undertake any future alteration, modification, or expansion of the Project, without the prior written approval of RJC, which may be withheld for any reason, and the execution of such agreements as RJC may require.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, LFUCG and its Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of RJCC, its affiliates, LFUCG or its Contractors), for the loss of or damage

to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of RJCC, its affiliates, LFUCG or its Contractors, and environmental damages and any related remediation brought or recovered against RJCC and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the LFUCG, its Contractors, and their respective agents, employees, invitees, contractors, or its Contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about RJC's property or property leased by it. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, LFUCG may have as to any third party.

11.2 Compliance with Laws. LFUCG shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. LFUCG's Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "RJCC Affiliates". For the purpose of this Section 11, RJCC's affiliates include R. J. Corman Railroad Group, LLC, and all entities, directly or indirectly, owned or controlled by or under common control of RJCC or R. J. Corman Railroad Group, LLC, and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. LFUCG and its Contractor shall notify RJCC promptly of any loss, damage, injury or death arising out of or in connection with the Project.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither LFUCG nor its Contractors shall be deemed either agents or independent contractors of RJC. Except as otherwise provided by this Agreement, RJC shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LFUCG or LFUCG's Contractors, or the construction practices, procedures, and professional judgment employed by LFUCG or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of RJC to prohibit LFUCG or its Contractors or anyone from entering RJC's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties, may not be waived, or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or

negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

RJC may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by RJC and the assumption of RJC's assignee of RJC's obligations under this Agreement, RJC shall have no further obligation under this Agreement. LFUCG shall not assign its rights or obligations under this Agreement without RJC's prior consent, which consent may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RJC:
R. J. Corman Railroad Company
Deborah Hawley
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356
Deborah.Hawley@rjcorman.com

If to LFUCG:
Lexington Fayette Urban County Government
200 East Main Street,
Lexington, Kentucky 40507
ATTN: Thomas Clements
Senior Municipal Engineer

17. SEVERABILITY

The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. VENUE

The parties agree that the venue of all legal and equitable proceedings related to disputes under this is Agreement shall be in the Circuit Court of Jessamine County, Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINES, LLC	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
BY: _____	BY: Linda Gorton
TITLE: _____	TITLE: Mayor

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. LFUCG shall perform or let by contract to its Contractors:

Construction of a pedestrian overhead crossing above RJC railroad track and Town Branch stream.

Grading work

Tie Down Slopes

Drainage installations

Install and replace existing fence

B. RJC shall perform or cause to be performed:

Flagging

EXHIBIT B
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications, and drawings have been submitted by LFUCG to RJC for its review and approval:

Structure Plans from Palmer Engineering Company, dated 11/2017. Item Number 7-3709.00 Drawing 27592. Fayette County, Town Branch Trail Over R.J. Corman Railroad & Town Branch STA. 429 + 35.00

Civil Plans dated July 18, 2019

Town Branch Trail – Segment 4 & 5 dated June 8, 2021

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions.

1. Given the Railroad written notice, with copy to the Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

R. J. Corman Railroad Company/Central Kentucky Lines
P. O. Box 788, Nicholasville, Kentucky 40340
Railroad Representative: Jimmy Overbey 859-537-1096

2. In addition, the Contractor shall notify the Consulting Engineer (Railroad Representative) at least 72 hours before proceeding with the work on Railroad property. The Contractor also agrees to abide by the instructions of all Railroad Representatives, including the Consulting Engineer, concerning matters related to Railroad safety.

STV
3700 Crestwood Parkway, NW
Suite 800
Duluth, GA 30096-7115
Consulting Engineer: George Zimmerman 678-892-4962
George.Zimmerman@stvinc.com

3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.

4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.

5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's Representatives who are to be notified as hereinafter required. Where more than one Representative is designated, the area of responsibility of each Representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Representative, or in its absence, the Railroad Manager, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's Representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's Representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's Representative to proceed with the work.

4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:

1. Subject to the inspection and approval of the Railroad.

2. In accord with the Railroad's written outline of specific conditions, general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

3. In accord with these Special Provisions.

B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.

C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.

D. BLASTING.

1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions

resulting from operation of two-way train radios.

(c) No blasting shall be done without the presence of an authorized Representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad Representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized Representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad Representative will:

(a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.

2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Railroad Representative or other authorized Representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.

B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are

likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized Representative or performs work that has not been scheduled with the Railroad's authorized Representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized Representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

2. The Contractor will be required to give the Railroad Representative at least 10 working days of advance written notice of intent to begin work within the Railroad corridor. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 3 working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.

2. The estimated cost of flagging is $65 per hour based on Contractor's 8-hour work day which necessitates the flagger to work a 12 hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals and lodging.

3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company
Attn: Deborah Hawley, Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.

B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type footwear is prohibited. Hard-sole; lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.

C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.

D. No one is allowed to cross tracks without specific authorization from the flagger.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while a train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will, be allowed within 25' of the centerline of any track without specific authorization of the flagger.

H. Trucks, tractors or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.

I. No equipment or load movement will be within 25' or above a standing train or railroad 'equipment without specific authorization of the flagger.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.

M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.

B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.

C. Commercial Automobile Liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.

D. Railroad Protective Liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000. The insurance shall satisfy the following additional requirements:

1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

3. The sole named insured on the Railroad Protective Insurance Policy should be:

R. J. Corman Railroad Company
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340

4. Name and address of contractor and agency must be shown on the Declarations page.

5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240

8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

A. **Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:**

R.J. Corman Railroad Company
Real Estate Dept
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Representative may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval and written agreement. Please contact Deborah.Hawley@RJCorman.com.

*****Before performing any work within 50 ft of a Signal Warning System call, in advance:***
Chris Clark - Cell: (859-361-7824) email: Michael.Clark@RJCorman.com

'Call before you Dig' does not identify railroad owned cables and wires

EXHIBIT D
INITIAL ESTIMATE

R. J. CORMAN RAILROAD COMPANY/
CENTRAL KENTUCKY LINES

SUBJECT: Construction of a pedestrian overhead crossing perpendicular to R. J. Corman Railroad at or near Mile Post 91.7 in Lexington, Fayette County, Kentucky.

PRELIMINARY ENGINEERING	$7,862.00
CONSTRUCTION ENGINEERING	$51,743.00
ADMINISTRATIVE COST	$1,500.00
ESTIMATED FLAGGING COSTS	TBD

Flagging costs should be determined according to how many hours the work, employee, or equipment are likely to be within twenty-five (25) feet of the track or other track clearance specified by RJC.

$65.00 per hour for an 8-hour day
1 ½ times the rate for over 8 hours
2 times the rate for over 10 hours

TOTAL ESTIMATE	**$61,105.00**

EXHIBIT E
PAYMENT SCHEDULE

LFUCG shall pay Railroad for Reimbursable Expenses within 30 days following the receipt of an invoice.

EXHIBIT F

Insurance Requirements

Key Points and Procedures

- Outside parties performing work on RJC property or that may impact railroad operations must have insurance that protects RJC.
- The types of insurance required are Commercial General Liability, Statutory Worker's Compensation and Employer's Liability, Commercial Automobile Liability, and Railroad Protective Liability.
- RJC must be provided copies and notices of required insurance coverage.

Insurance Policies

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJC as an additional insured.
B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
C. Commercial automobile liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
D. Railroad protective liability insurance with limits of not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $6,000,000. The insurance shall satisfy the following additional requirements:
    1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
    2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
    3. RJC must be the sole named insured on the Railroad Protective Insurance Policy.

R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
Nicholasville, KY 40340

    4. Name and address of contractor and agency must be shown on the Declarations page.
    5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or

contract identification numbers.

Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31—unless using form

   CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240
8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

Additional Terms

A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company
Attn: Deborah Hawley
P.O. Box 788
Nicholasville, KY 40340
Phone 859-881-2499
Deborah.Hawley@rjcorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

SCHEDULE 1

CONTRACTOR'S ACCEPTANCE

To and for the benefit of R. J. Corman Railroad Company/Central Kentucky Lines ("RJC") and to induce RJC to permit Contractor on or about RJC's owned or leased property for the purposes of performing work in accordance with the Construction Agreement between Lexington Fayette Urban County Government and RJC, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit C thereto.

Contractor: _____

By: _____

Title: _____

Date: _____

Copy in lieu of original

PEDESTRIAN OVERPASS CROSSING AGREEMENT
RJCC2022013

This Pedestrian Overpass Crossing Agreement (the "Agreement"), made and effective as of this _____ day of _____, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, a Kentucky Limited Liability Company, whose mailing address is PO Box 788, Nicholasville, KY 40356, hereinafter called "Railroad," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, whose mailing address is 200 East Main Street, Lexington, KY 40507, hereinafter called "City".

WITNESSETH:

WHEREAS, Railroad and City entered into that certain Construction Agreement dated April 24, 2024 (the "Construction Agreement") detailing the terms and conditions associated with the performance of work necessary to construct a pedestrian overhead grade crossing, identified as (the "Crossing") above the railroad track owned by Railroad at or near Railroad Milepost 91.7 in Lexington, Fayette County, Kentucky as shown in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the City desires to construct the pedestrian overhead grade crossing above the track; and

WHEREAS, the Crossing will become a part of the Town Branch Trail and used by the public solely as a recreational resource for pedestrian travel; and

WHEREAS, upon completion of construction as provided in the Construction Agreement, City desires to use, maintain, repair, reconstruct, relocate or remove the Crossing as provided herein.

NOW, THEREFORE, the foregoing recitals are hereby incorporated into this Agreement by this reference and Railroad, subject to the limitations herein, for and in consideration of the fee(s) to be paid by City and of the covenants, terms, conditions and agreements herein to be kept and performed by City, hereby grants to City the right or license to use, maintain, renew and ultimately remove the Crossing.

1. DEFINITIONS:

1.1 The term "City" herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "City" shall also include City's agents, employees, servants, sublicensees and invitees. All words herein referring to City shall be taken to be of such number and gender as the context may require.

1.2 The term "Railroad" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad, and any parent, subsidiary or affiliated system companies of Railroad and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Railroad's Division Engineer or his designated representative.

1.4 The term "Crossing" herein shall include the proposed bridge, walkway, decking, joists, beams, girders, piers, pilings, footings, supports, trusses, support cables, and also shall include track crossings, approaches, sidewalks, stairways, stairwells, warning devices, signal lines, gates, barricades, signs, appliances and ancillary facilities to said pedestrian overhead grade crossing, and approaches.

1.5 The term "public trail" or "public trail system" shall mean the Town Branch Trail, as well as roadways, trails, pathways, or sidewalks which are connected to the Crossing and available to the public for recreational non-motorized vehicle, bicycle and pedestrian travel.

2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Railroad's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by City with terms and conditions herein.

2.2 The Crossing shall be used solely for public pedestrian travel along the Town Branch Trail for access to/from City's adjacent land and facilities.

2.3 RESERVED.

2.4 RESERVED.

2.5 RESERVED.

2.6 Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Railroad shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Railroad is granted by this Agreement. City, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

3. FEES:

3.1 a. On each anniversary of the date first written above, City shall pay Railroad SEVEN THOUSAND AND 00/100 U.S. DOLLARS ($7,000.00) annual license fee ("License Fee").

b. The License Fee shall be subject to periodic review and adjustment by Railroad, but cannot be adjusted more than 25% under this subsection in any five year period without the approval of the City. City shall have no right of refund for any cause whatsoever with respect to License Fee paid to Railroad, which shall be payable in advance commencing as of the date first written above.

c. In addition to the periodic review and adjustment referred to in Section 3.1 b. above, the License Fee shall be adjusted on an annual basis by three percent (3%) per annum.

3.2 Payment by City of any License Fee shall not be held to create an irrevocable license for any period.

3.3 City shall, to the extent permitted by law, also indemnify Railroad against, and shall pay or reimburse Railroad for, any additional taxes and assessments levied solely on account of the existence of said Crossing.

3.4 In the event this Agreement is terminated by notice of either party (other than for breach or cause), Railroad shall refund to City the proration of any prepaid Fee plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

4. CONSTRUCTION, MAINTENANCE:

4.1 Crossing, including the pedestrian overhead grade crossing, and all necessary appurtenances, positive train control requirements, approaches, footings, slabs, supports, girders, trusses, decking, sidewalks, railings, fencing, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be constructed in accordance with the Construction Agreement, and thereafter maintained as provided herein, at the sole cost and expense of City.

4.2 RESERVED.

4.3 Before commencing any work to maintain, repair, reconstruct, relocate or remove said Crossing, City shall deposit with Railroad the sum of the minimum estimated cost and expense of Railroad's portion of construction work and materials (including any work on Railroad's signal and communication facilities deemed necessary by Railroad). Should Railroad's costs and expenses exceed said deposit, City shall promptly pay such excess upon receipt from Railroad of a bill therefor.

4.4 RESERVED.

4.5 Prior to any reconstruction, repair, relocation or removal City shall furnish all other labor and materials required to perform any such work to the Crossing and do any necessary grading for the approaches.

4.6 City, at its sole cost and expense, shall keep the Crossing, including the walkway and approachways, at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to the satisfaction of Railroad.

4.7 City shall perform or cause all City's maintenance, repair, reconstruction, relocation or removal under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Railroad. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Railroad's trains.

4.8 During any maintenance, repair, reconstruction, relocation or removal under this Agreement, the City shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions of this Agreement. City further agrees that, prior to the commencement of any such Crossing work by any third party Contractor, such Contractor shall execute and deliver to Railroad Exhibit B to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4.9 In the event City fails, in the judgment of Railroad, to comply with any maintenance, repair, reconstruction, relocation or removal requirement of this Agreement, Railroad, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of City, or terminate this Agreement in accordance with Article 12 hereof.

4.10 City shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to City's construction (or reconstruction) of the Crossing.

5. DRAINAGE:

5.1 City shall not interfere with, or permit its Contractors to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.

5.2 City shall furnish, install and maintain, at City's sole expense and in a manner satisfactory to Railroad, necessary drainage pipe within the approachways and underneath said Crossing, on each side of the track(s), to accept drainage from the roadbed and keep drainage from the track(s), structures and right-of- way of Railroad as necessary. Any such drainage facilities required as a part of the Crossing must be covered separately by Railroad's standard Facility Encroachment (drainage) Agreement.

6. PERMITS:

6.1 Before any maintenance, reconstruction or removal hereunder is performed, or before use by City of the Crossing, City, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Railroad's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Railroad shall cooperate with City in securing and complying with any Federal, State or local permits relative to City's Crossing.

6.3 City shall, to the extent permitted by law, defend, protect and hold Railroad harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

7. BARRICADES, GATES; SIGNALS: RESERVED.

8. OPERATIONAL SAFETY:

8.1 City shall use and shall cause its agents, employees (family), servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

8.2 RESERVED.

9. FLAGGING, CONSTRUCTION:

9.1 If Railroad deems it advisable during any period of reconstruction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Railroad or others on Railroad's right-of-way at the Crossing, Railroad shall have the right to do so, at the expense of City, but Railroad shall not be liable for its failure to do so. Railroad may, at its discretion, require advance deposit(s) for estimated costs and expenses.

10. EXPLOSIVES:

10.1 In the reconstruction and/or maintenance of said Crossing, City shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Railroad. In the event such consent is extended, a representative will be assigned by Railroad to monitor, and City shall reimburse Railroad for the entire cost and/or expense of furnishing said monitor.

10.2 Neither City nor City's contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Railroad without separate prior written consent of Railroad.

11. ALTERATIONS; TRACK CHANGES:

11.1 Whenever any repairs or changes are made to Railroad's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, City shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.

11.2 In the event that Railroad's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of Crossing, City shall make such changes in Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing from Railroad, all at City's sole cost and expense, and upon plans and specifications approved by Railroad. It is the understanding of the parties that no operating or maintenance need or use is currently contemplated to occur in the next year which would require the City to move or change the Crossing.

11.3 If City desires to revise, relocate or change in all or any part of said Crossing, or if City is required to change or alter Crossing, drainage or approachways, plans therefor shall be submitted to Railroad for approval before any such change is made.

11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 This Agreement shall be and remain in effect unless terminated for (i) breach as provided in Section 16, (ii) in the event of impacts to safety or rail operations as determined by Railroad or (iii) *City's cessation of use of the Crossing for the purpose permitted herein for a consecutive period of one hundred eighty (180) days, whichever shall first occur, by either party giving to the other thirty (30) days written notice of such termination.

12.2 Upon failure of City to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Railroad. After such notice of breach, Railroad may barricade or otherwise block said Crossing until removed by City, at sole risk and expense of City.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, said Crossing shall be removed, all approaches barricaded, and right-of-way of Railroad restored in a manner satisfactory to Railroad, all at the sole cost and expense of City.

12.4 If City fails to make removal as in Section 12.3, Railroad may remove same, by Railroad employee or contract forces, at City's sole risk, cost and expense.

12.5 All rights which City may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE ACCOUNT COSTS:

13.1 Railroad's expense for wages of Railroad's employees ("force account" charges) and materials for any work performed at the expense of City pursuant to this Agreement shall be paid by City within thirty (30) days after receipt of bill therefor.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 To the extent permitted by law, City, recognizing that Railroad's operations and any use of Railroad 's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of City, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Railroad in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of City" shall include property of third parties situated or placed upon Railroad's right-of-way by City or by such third parties at request of or for the sole benefit of City.

14.2 City, with the recognition above, and as further consideration for the grant of this crossing right, to the fullest extent permitted by State law (Constitutional or Statutory, as amended) also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:

a. All loss of or damage to any other property, including property in the care, custody or control of Railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and

b. All loss and damage on account of injury to or death of any and all person (including but not limited to employees, agents, servants, tenants, patrons, and/or invitees of the parties hereto) on the Crossing; and

c. All claims and liability for such loss and damage and cost and expenses thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any parts thereof or appurtenant structures, regardless of cause, even if occurring or

resulting from the sole or joint fault, failure or negligence of Railroad, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Railroad; or (ii) caused in whole or in part by the fault, failure or negligence of City; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Railroad's operations.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Railroad (flaggers, supervisors, etc.) and of City, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of City while so engaged.

14.4 All obligations of City hereunder to release, indemnify and hold Railroad harmless shall also extend to officers, agents and employees of Railroad, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with Railroad, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

14.5 City shall promptly (within thirty (30) days) advise Railroad in writing, by Certified Mail of any claims made against City and/or Railroad, and/or its operating lessee, under this Agreement or from use of the Crossing.

14.6 Nothing contained in this section is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, City may have as to any third party.

15. INSURANCE:

15.1 Prior to commencement of any use of the Crossing, City shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of;

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against Railroad and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy.

(iii) Automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Railroad may reasonably require.

15.2 If City's existing CGL policy(ies) do(es) not automatically cover City's contractual liability during the use of the Crossing, a specific endorsement adding such coverage shall be purchased by City. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, City shall arrange for adequate time for reporting losses. Failure to do so shall be at City's sole risk.

15.3 Railroad, or its designee, may at any time request evidence of insurance purchased by City to comply with this Agreement. Failure of City to comply with Railroad's request shall be considered a default by City.

15.4 Securing such insurance shall not limit City's liability under this Agreement, but shall be security therefor.

15.5 In the event City finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, City shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

15.6 Notwithstanding the provisions of Sections 15.1, 15.2 and 15.5, City, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of City imposed by and in accordance with the procedures established by law.

16. BREACH, WAIVER:

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as a waiver by Railroad of any of the obligations, liability and/or responsibility of City.

16.3 The proper and complete performance of the terms and conditions of this Agreement shall be deemed of the essence thereof, and in the event City fails or refuses to fully and completely perform as provided herein or remedy any breach within thirty (30) days after receiving written notice from Railroad to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Railroad shall have the option of immediately terminating this Agreement and the privileges and powers hereby conferred, regardless of Fees having been paid in advance for any annual or other period. Upon such termination, City shall make removal in accordance with Article 12.

17. NOTICE(S):

17.1 Before doing any work on Railroad's right-of-way, City shall give Railroad's Division Engineer, at least thirty (30) days' written notice, except that in cases of emergency repairs shorter notice may be given. The rail operations emergency phone number for Railroad is: 1-800-722-9091. The emergency phone number for City is:1-_____.

17.2 All other notices and communications concerning this Agreement shall be addressed to City at the address above, and to Railroad at the address shown on Page 1, c/o Railroad Real Estate; or at such other address as either party may designate in writing to the other.

17.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

18. TITLE:

18.1 City understands that Railroad occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Railroad's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by City under any rights created in this Agreement. It is expressly understood that Railroad does not warrant title to any Right-of-Way in Crossing(s), and City will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

18.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Railroad in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Railroad to make such grants to City, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Railroad, and no interest in or exclusive right to possess being otherwise granted to City. With regard to any other portion of Right-of-Way occupied, used or controlled by Railroad under any other facts or rights, Railroad merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Railroad continues its own occupation, use or control. Railroad does

not warrant or guarantee that the license granted hereunder provides City with all of the rights necessary to occupy any portion of the Right-of-Way. City further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Railroad in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, City shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Railroad's existing rights therein.

18.3 City agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Railroads for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Railroad's title to any portion thereof arising from City's use or occupancy thereof.

18.4 City agrees, to the extent permitted by law, to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the construction or existence of the Crossing.

18.5 City shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

19. GENERAL PROVISIONS:

19.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

19.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of City, as the case may be, but, this license is a personal privilege granted to City and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

19.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

19.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

19.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason,

such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Railroad's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 City agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed all originals of this Agreement, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the effective date of this Agreement.

Witness:

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINE

_____

By:_____

Print/Type
Name:_____

Print/Type
Title:_____

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

_____

By: Linda Gorton

Print/Type
Name: Linda Gorton

Print/Type
Title: Mayor

EXHIBIT A

Final Approved Pedestrian Crossing Plans

EXHIBIT B

ENTRY PERMIT
RJ_____

This agreement, made as of _____, by and between the R.J. Corman Railroad Company/Central Kentucky Lines, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and _____, hereafter referred to as "Company" whose mailing address is _____.

The Railroad agrees to allow Company to enter its property at or near city of ____, county of _____, state of _____ near mile post _____ at _____ for the purpose of _____. Company has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Company's entry, all costs will be reimbursed by Company to Railroad within 30 days.

In consideration for this access, Company agrees to the following:

1. Payment of $_____ to be paid to R. J. Corman Railroad Company/_____ and returned with this signed agreement.

2. To obtain all necessary permits and licenses from any Federal, State, or local public authority at its sole cost and expense. Agrees to observe and comply with all applicable laws, regulations and codes governing work. Shall defend, protect, and hold railroad harmless for failure to do so.

1. To assume, and shall at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Permittee and its employees, invitees, contractors and affiliates on Railroad property.

2. To provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS ($2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS ($6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.

5. To provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS ($1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.

6. Permittee will be responsible for flagging costs of $65.00 per hour with 1½ times the rate over 8 hours and 2 times the rate over 10 hours per day should flagging be needed. Flagging must be scheduled in advance with Railroad contact below.

7. Ditches and construction site must be left free of trash and debris. If you traverse our right of way to get to your job site, said right of way is to be left in the same condition as it was prior to entry.

8. Must be suitable dressed and wearing appropriate personal protective equipment such as, but not limited to, steel toed boots, hard hats, safety glasses and safety vest.

SIGNATURE PAGE TO FOLLOW

Witnessed by:

_____

Company _____

By: _____

Title: _____

Witnessed by:

_____

R.J. Corman Railroad Company/Central Kentucky Lines

By: _____
Deborah J. Hawley
Title: Director - Contracts & Real Estate

***The Railroad must always be notified of the date you plan to enter the property. Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: Jimmy Overbey (859-537-1096)

This Entry Permit expires on at completion of work.

PEDESTRIAN OVERPASS CROSSING AGREEMENT
RJCC2022013

2nd

This Pedestrian Overpass Crossing Agreement (the "Agreement"), made and effective as of this 24th day of August, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, a Kentucky Limited Liability Company, whose mailing address is PO Box 788, Nicholasville, KY 40356, hereinafter called "Railroad," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, whose mailing address is 200 East Main Street, Lexington, KY 40507, hereinafter called "City".

WITNESSETH:

WHEREAS, Railroad and City entered into that certain Construction Agreement dated April 24, 2024 (the "Construction Agreement") detailing the terms and conditions associated with the performance of work necessary to construct a pedestrian overhead grade crossing, identified as (the "Crossing") above the railroad track owned by Railroad at or near Railroad Milepost 91.7 in Lexington, Fayette County, Kentucky as shown in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the City desires to construct the pedestrian overhead grade crossing above the track; and

WHEREAS, the Crossing will become a part of the Town Branch Trail and used by the public solely as a recreational resource for pedestrian travel; and

WHEREAS, upon completion of construction as provided in the Construction Agreement, City desires to use, maintain, repair, reconstruct, relocate or remove the Crossing as provided herein.

NOW, THEREFORE, the foregoing recitals are hereby incorporated into this Agreement by this reference and Railroad, subject to the limitations herein, for and in consideration of the fee(s) to be paid by City and of the covenants, terms, conditions and agreements herein to be kept and performed by City, hereby grants to City the right or license to use, maintain, renew and ultimately remove the Crossing.

1. DEFINITIONS:

1.1 The term "City" herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "City" shall also include City's agents, employees, servants, sublicensees and invitees. All words herein referring to City shall be taken to be of such number and gender as the context may require.

1.2 The term "Railroad" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad, and any parent, subsidiary or affiliated system companies of Railroad and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Railroad's Division Engineer or his designated representative.

1.4 The term "Crossing" herein shall include the proposed bridge, walkway, decking, joists, beams, girders, piers, pilings, footings, supports, trusses, support cables, and also shall include track crossings, approaches, sidewalks, stairways, stairwells, warning devices, signal lines, gates, barricades, signs, appliances and ancillary facilities to said pedestrian overhead grade crossing, and approaches.

1.5 The term "public trail" or "public trail system" shall mean the Town Branch Trail, as well as roadways, trails, pathways, or sidewalks which are connected to the Crossing and available to the public for recreational non-motorized vehicle, bicycle and pedestrian travel.

2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Railroad's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by City with terms and conditions herein.

2.2 The Crossing shall be used solely for public pedestrian travel along the Town Branch Trail for access to/from City's adjacent land and facilities.

2.3 RESERVED.

2.4 RESERVED.

2.5 RESERVED.

2.6 Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Railroad shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Railroad is granted by this Agreement. City, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

3. FEES:

3.1 a. On each anniversary of the date first written above, City shall pay Railroad SEVEN THOUSAND AND 00/100 U.S. DOLLARS ($7,000.00) annual license fee ("License Fee").

b. The License Fee shall be subject to periodic review and adjustment by Railroad, but cannot be adjusted more than 25% under this subsection in any five year period without the approval of the City. City shall have no right of refund for any cause whatsoever with respect to License Fee paid to Railroad, which shall be payable in advance commencing as of the date first written above.

c. In addition to the periodic review and adjustment referred to in Section 3.1 b. above, the License Fee shall be adjusted on an annual basis by three percent (3%) per annum.

3.2 Payment by City of any License Fee shall not be held to create an irrevocable license for any period.

3.3 City shall, to the extent permitted by law, also indemnify Railroad against, and shall pay or reimburse Railroad for, any additional taxes and assessments levied solely on account of the existence of said Crossing.

3.4 In the event this Agreement is terminated by notice of either party (other than for breach or cause), Railroad shall refund to City the proration of any prepaid Fee plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

4. CONSTRUCTION, MAINTENANCE:

4.1 Crossing, including the pedestrian overhead grade crossing, and all necessary appurtenances, positive train control requirements, approaches, footings, slabs, supports, girders, trusses, decking, sidewalks, railings, fencing, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be constructed in accordance with the Construction Agreement, and thereafter maintained as provided herein, at the sole cost and expense of City.

4.2 RESERVED.

4.3 Before commencing any work to maintain, repair, reconstruct, relocate or remove said Crossing, City shall deposit with Railroad the sum of the minimum estimated cost and expense of Railroad's portion of construction work and materials (including any work on Railroad's signal and communication facilities deemed necessary by Railroad). Should Railroad's costs and expenses exceed said deposit, City shall promptly pay such excess upon receipt from Railroad of a bill therefor.

4.4 RESERVED.

4.5 Prior to any reconstruction, repair, relocation or removal City shall furnish all other labor and materials required to perform any such work to the Crossing and do any necessary grading for the approaches.

4.6 City, at its sole cost and expense, shall keep the Crossing, including the walkway and approachways, at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to the satisfaction of Railroad.

4.7 City shall perform or cause all City's maintenance, repair, reconstruction, relocation or removal under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Railroad. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Railroad's trains.

4.8 During any maintenance, repair, reconstruction, relocation or removal under this Agreement, the City shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions of this Agreement. City further agrees that, prior to the commencement of any such Crossing work by any third party Contractor, such Contractor shall execute and deliver to Railroad Exhibit B to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4.9 In the event City fails, in the judgment of Railroad, to comply with any maintenance, repair, reconstruction, relocation or removal requirement of this Agreement, Railroad, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of City, or terminate this Agreement in accordance with Article 12 hereof.

4.10 City shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to City's construction (or reconstruction) of the Crossing.

5. DRAINAGE:

5.1 City shall not interfere with, or permit its Contractors to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.

5.2 City shall furnish, install and maintain, at City's sole expense and in a manner satisfactory to Railroad, necessary drainage pipe within the approachways and underneath said Crossing, on each side of the track(s), to accept drainage from the roadbed and keep drainage from the track(s), structures and right-of- way of Railroad as necessary. Any such drainage facilities required as a part of the Crossing must be covered separately by Railroad's standard Facility Encroachment (drainage) Agreement.

6. PERMITS:

6.1 Before any maintenance, reconstruction or removal hereunder is performed, or before use by City of the Crossing, City, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Railroad's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Railroad shall cooperate with City in securing and complying with any Federal, State or local permits relative to City's Crossing.

6.3 City shall, to the extent permitted by law, defend, protect and hold Railroad harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

7. BARRICADES, GATES; SIGNALS: RESERVED.

8. OPERATIONAL SAFETY:

8.1 City shall use and shall cause its agents, employees (family), servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

8.2 RESERVED.

9. FLAGGING, CONSTRUCTION:

9.1 If Railroad deems it advisable during any period of reconstruction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Railroad or others on Railroad's right-of-way at the Crossing, Railroad shall have the right to do so, at the expense of City, but Railroad shall not be liable for its failure to do so. Railroad may, at its discretion, require advance deposit(s) for estimated costs and expenses.

10. EXPLOSIVES:

10.1 In the reconstruction and/or maintenance of said Crossing, City shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Railroad. In the event such consent is extended, a representative will be assigned by Railroad to monitor, and City shall reimburse Railroad for the entire cost and/or expense of furnishing said monitor.

10.2 Neither City nor City's contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Railroad without separate prior written consent of Railroad.

11. ALTERATIONS; TRACK CHANGES:

11.1 Whenever any repairs or changes are made to Railroad's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, City shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.

11.2 In the event that Railroad's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of Crossing, City shall make such changes in Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing from Railroad, all at City's sole cost and expense, and upon plans and specifications approved by Railroad. It is the understanding of the parties that no operating or maintenance need or use is currently contemplated to occur in the next year which would require the City to move or change the Crossing.

11.3 If City desires to revise, relocate or change in all or any part of said Crossing, or if City is required to change or alter Crossing, drainage or approachways, plans therefor shall be submitted to Railroad for approval before any such change is made.

11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 This Agreement shall be and remain in effect unless terminated for (i) breach as provided in Section 16, (ii) in the event of impacts to safety or rail operations as determined by Railroad or (iii) *City's cessation of use of the Crossing for the purpose permitted herein for a consecutive period of one hundred eighty (180) days, whichever shall first occur, by either party giving to the other thirty (30) days written notice of such termination.

12.2 Upon failure of City to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Railroad. After such notice of breach, Railroad may barricade or otherwise block said Crossing until removed by City, at sole risk and expense of City.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, said Crossing shall be removed, all approaches barricaded, and right-of-way of Railroad restored in a manner satisfactory to Railroad, all at the sole cost and expense of City.

12.4 If City fails to make removal as in Section 12.3, Railroad may remove same, by Railroad employee or contract forces, at City's sole risk, cost and expense.

12.5 All rights which City may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE ACCOUNT COSTS:

13.1 Railroad's expense for wages of Railroad's employees ("force account" charges) and materials for any work performed at the expense of City pursuant to this Agreement shall be paid by City within thirty (30) days after receipt of bill therefor.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 To the extent permitted by law, City, recognizing that Railroad's operations and any use of Railroad 's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of City, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Railroad in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of City" shall include property of third parties situated or placed upon Railroad's right-of-way by City or by such third parties at request of or for the sole benefit of City.

14.2 City, with the recognition above, and as further consideration for the grant of this crossing right, to the fullest extent permitted by State law (Constitutional or Statutory, as amended) also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:

a. All loss of or damage to any other property, including property in the care, custody or control of Railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and

b. All loss and damage on account of injury to or death of any and all person (including but not limited to employees, agents, servants, tenants, patrons, and/or invitees of the parties hereto) on the Crossing; and

c. All claims and liability for such loss and damage and cost and expenses thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any parts thereof or appurtenant structures, regardless of cause, even if occurring or

resulting from the sole or joint fault, failure or negligence of Railroad, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Railroad; or (ii) caused in whole or in part by the fault, failure or negligence of City; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Railroad's operations.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Railroad (flaggers, supervisors, etc.) and of City, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of City while so engaged.

14.4 All obligations of City hereunder to release, indemnify and hold Railroad harmless shall also extend to officers, agents and employees of Railroad, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with Railroad, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

14.5 City shall promptly (within thirty (30) days) advise Railroad in writing, by Certified Mail of any claims made against City and/or Railroad, and/or its operating lessee, under this Agreement or from use of the Crossing.

14.6 Nothing contained in this section is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, City may have as to any third party.

15. INSURANCE:

15.1 Prior to commencement of any use of the Crossing, City shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of;

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against Railroad and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy.

(iii) Automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Railroad may reasonably require.

15.2 If City's existing CGL policy(ies) do(es) not automatically cover City's contractual liability during the use of the Crossing, a specific endorsement adding such coverage shall be purchased by City. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, City shall arrange for adequate time for reporting losses. Failure to do so shall be at City's sole risk.

15.3 Railroad, or its designee, may at any time request evidence of insurance purchased by City to comply with this Agreement. Failure of City to comply with Railroad's request shall be considered a default by City.

15.4 Securing such insurance shall not limit City's liability under this Agreement, but shall be security therefor.

15.5 In the event City finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, City shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

15.6 Notwithstanding the provisions of Sections 15.1, 15.2 and 15.5, City, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of City imposed by and in accordance with the procedures established by law.

16. BREACH, WAIVER:

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as a waiver by Railroad of any of the obligations, liability and/or responsibility of City.

16.3 The proper and complete performance of the terms and conditions of this Agreement shall be deemed of the essence thereof, and in the event City fails or refuses to fully and completely perform as provided herein or remedy any breach within thirty (30) days after receiving written notice from Railroad to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Railroad shall have the option of immediately terminating this Agreement and the privileges and powers hereby conferred, regardless of Fees having been paid in advance for any annual or other period. Upon such termination, City shall make removal in accordance with Article 12.

17. NOTICE(S):

17.1 Before doing any work on Railroad's right-of-way, City shall give Railroad's Division Engineer, at least thirty (30) days' written notice, except that in cases of emergency repairs shorter notice may be given. The rail operations emergency phone number for Railroad is: 1-800-722-9091. The emergency phone number for City is:1-_____.

17.2 All other notices and communications concerning this Agreement shall be addressed to City at the address above, and to Railroad at the address shown on Page 1, c/o Railroad Real Estate; or at such other address as either party may designate in writing to the other.

17.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

18. TITLE:

18.1 City understands that Railroad occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Railroad's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by City under any rights created in this Agreement. It is expressly understood that Railroad does not warrant title to any Right-of-Way in Crossing(s), and City will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

18.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Railroad in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Railroad to make such grants to City, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Railroad, and no interest in or exclusive right to possess being otherwise granted to City. With regard to any other portion of Right-of-Way occupied, used or controlled by Railroad under any other facts or rights, Railroad merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Railroad continues its own occupation, use or control. Railroad does

not warrant or guarantee that the license granted hereunder provides City with all of the rights necessary to occupy any portion of the Right-of-Way. City further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Railroad in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, City shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Railroad's existing rights therein.

18.3 City agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Railroads for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Railroad's title to any portion thereof arising from City's use or occupancy thereof.

18.4 City agrees, to the extent permitted by law, to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the construction or existence of the Crossing.

18.5 City shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

19. GENERAL PROVISIONS:

19.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

19.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of City, as the case may be, but, this license is a personal privilege granted to City and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

19.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

19.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

19.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason,

such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Railroad's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 City agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed all originals of this Agreement, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the effective date of this Agreement.

Witness:

Deborah Hawley

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINE

By: Raymond Goss

Print/Type Name: Raymond Goss

Print/Type Title: President

Witness:

MacKenzie Stack

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Print/Type Name: Linda Gorton

Print/Type Title: Mayor

EXHIBIT A

Final Approved Pedestrian Crossing Plans

EXHIBIT B

ENTRY PERMIT
RJ_____

This agreement, made as of _____, by and between the R.J. Corman Railroad Company/Central Kentucky Lines, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and _____, hereafter referred to as "Company" whose mailing address is _____.

The Railroad agrees to allow Company to enter its property at or near city of ____, county of _____, state of _____ near mile post _____ at _____ for the purpose of _____. Company has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Company's entry, all costs will be reimbursed by Company to Railroad within 30 days.

In consideration for this access, Company agrees to the following:

1. Payment of $_____ to be paid to R. J. Corman Railroad Company/_____ and returned with this signed agreement.

2. To obtain all necessary permits and licenses from any Federal, State, or local public authority at its sole cost and expense. Agrees to observe and comply with all applicable laws, regulations and codes governing work. Shall defend, protect, and hold railroad harmless for failure to do so.

1. To assume, and shall at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Permittee and its employees, invitees, contractors and affiliates on Railroad property.

2. To provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS ($2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS ($6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.

5. To provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS ($1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.

6. Permittee will be responsible for flagging costs of $65.00 per hour with 1½ times the rate over 8 hours and 2 times the rate over 10 hours per day should flagging be needed. Flagging must be scheduled in advance with Railroad contact below.

7. Ditches and construction site must be left free of trash and debris. If you traverse our right of way to get to your job site, said right of way is to be left in the same condition as it was prior to entry.

8. Must be suitable dressed and wearing appropriate personal protective equipment such as, but not limited to, steel toed boots, hard hats, safety glasses and safety vest.

SIGNATURE PAGE TO FOLLOW

Witnessed by:

_____

Company_____

By:_____

Title:_____

Witnessed by:

_____

R.J. Corman Railroad Company/Central Kentucky Lines

By:_____
Deborah J. Hawley
Title: Director - Contracts & Real Estate

***The Railroad must always be notified of the date you plan to enter the property. Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: Jimmy Overbey (859-537-1096)

This Entry Permit expires on at completion of work.

CONSTRUCTION AGREEMENT

This Construction Agreement (this "Agreement") is made as of April 24, 2024, by and between R. J. Corman Railroad Company/Central Kentucky Lines, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter referred to as ("RJC" or the "Railroad") and Lexington Fayette Urban County Government, the address of which is 200 East Main Street, Lexington, KY 40507, hereinafter referred to as (the "LFUCG").

RECITALS:

1. LFUCG desires to construct a pedestrian overhead crossing above the Railroad track and perform grading work, tie down slopes, improve drainage and install and replace existing fence adjacent to Railroad right of way at or near Mile Post 91.7, in Lexington, Fayette County, Kentucky, all as indicated in plans, maps and drawings included or referenced as part of the Town Branch Trail Project ("Project").

2. LFUCG has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. LFUCG acknowledges that: (i) by entering into this Agreement, RJC is providing accommodations to promote the public interest to be served by this Project; (ii) neither RJC nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to RJC, by or on behalf of LFUCG or its contractors, pursuant to this Agreement; and (iii) RJC retains, in its sole discretion, right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, for and in consideration of the mutual terms, promises covenant and conditions set out herein, the parties hereby agree as follows:

1. PROJECT PLANS AND SPECIFICATIONS

Preparation and Approval. Project plans, specifications and drawings prepared by or on behalf of LFUCG shall be subject, at RJC's election, to the review and approval of RJC. Such plans, specifications, and drawings, as prepared or approved by RJC, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by RJC as of the date of this Agreement are set forth in Exhibit B to this Agreement.

Effect of RJC Approval or Preparation of Plans. By its review, approval, or preparation of Plans pursuant to this Agreement, RJC warrants only that construction of the Project in accordance with such Plans and improvements will satisfy RJC's requirements. RJC expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability, or fitness for the purposes of LFUCG or any other persons of the Plans or improvements constructed in accordance with the Plans.

Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 RJC Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, RJC shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. LFUCG agrees that RJC shall provide all services that RJC deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and RJC's contractual obligations, including, but not limited to, RJC's existing or proposed third party agreements and collective bargaining agreements.

2.2 LFUCG Work. LFUCG shall perform, or cause to be performed, all work as set forth by Exhibit A, at LFUCG's sole cost and expense.

2.3 Conduct of Work. RJC shall commence its work under this Agreement following: (i) delivery to RJC of a notice to proceed from LFUCG; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by RJC prior to the commencement of work by RJC; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to RJC, as required by Section 9. The initiation of any services by RJC pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by RJC or on RJC property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

2.4 The "Work." Collectively the RJC Work, and the LFUCG Work shall be defined as the "Work."

3. SPECIAL PROVISIONS

LFUCG shall observe, comply with, and abide by, and shall require its contractors ("Contractors") to observe, comply with, and abide by the terms, conditions and provisions set forth in this Agreement and Exhibit C to this Agreement (the "Special Provisions"). To the extent that LFUCG performs Project work itself, LFUCG shall be deemed a Contractor for purposes of this Agreement. LFUCG further agrees that, prior to the commencement of Project work by any third-party Contractors, such Contractors shall execute and deliver to RJC Schedule 1 to this Agreement to acknowledge the Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. LFUCG shall reimburse RJC for all costs and expenses incurred by RJC in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials, and supplies, (5) sums paid to RJC's engineers,

consultants, and subcontractors, and (6) RJC labor in connection with the Project, together with RJC labor overhead percentages established by RJC pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by RJC prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. RJC has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event RJC anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide LFUCG with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for LFUCG's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. RJC may elect, by delivery of notice to LFUCG, to immediately cease all further work on the Project, unless and until LFUCG provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 LFUCG shall pay RJC for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). RJC agrees to submit invoices to LFUCG for such amounts and LFUCG shall remit payment to RJC at the later of thirty (30) days following delivery of each such invoice to LFUCG or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, RJC shall submit to LFUCG a final invoice that reconciles the total Reimbursable Expenses incurred by RJC against the total payments received from LFUCG. LFUCG shall pay to RJC the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to LFUCG. In the event that the payments received by RJC from LFUCG exceed the Reimbursable Expenses, RJC shall remit such excess to LFUCG.

4.3.3 In the event that LFUCG fails to pay RJC any sums due RJC under this Agreement: (i) LFUCG shall pay RJC interest at the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) RJC may elect, by delivery of notice to LFUCG:
(A) to immediately cease all further work on the Project, unless and until LFUCG pays the entire delinquent sum, together with accrued interest; and/or (B) terminate this Agreement.

4.3.4 All invoices from RJC shall be delivered to LFUCG in accordance with Section 16 of this Agreement. All payments by LFUCG to RJC shall be mailed to the following address or such other address as designated by RJC's notice to LFUCG:

R. J Corman Railroad Company\Central Kentucky Lines
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356

ATTN: Deborah J. Hawley

5. APPROPRIATIONS

LFUCG represents to RJC that: (i) LFUCG has appropriated funds sufficient to reimburse RJC for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) LFUCG shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by LFUCG; and (iii) LFUCG shall promptly notify RJC in the event that LFUCG is unable to obtain such appropriations.

6. ACCESS, PERMITS AND LICENSES

6.1 LFUCG's Obligation. LFUCG shall, at its sole cost and expense, acquire all necessary licenses, permits and easements required for the Project. Right of Entry permits will be required for LFUCG contractors.

6.2 Temporary Construction Licenses Insofar as it has the right to do so, RJC hereby grants LFUCG a nonexclusive license to access RJC's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by RJC and such temporary construction easements as may be designated on the Plans approved by RJC.

6.3 Access Rights. Insofar as it has the right to do so, RJC shall grant, without warranty to LFUCG, access rights for the use and maintenance of the Project, wholly or partly on property owned or leased by RJC as shown on the Plans approved by RJC, if any, on terms and conditions and at a price acceptable to the parties. Upon request by RJC, LFUCG shall furnish to RJC descriptions and plat plans for said rights.

7. PERMITS

At its sole cost and expense, LFUCG shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to RJC.

8. TERMINATION

8.1 By LFUCG. For any reason, LFUCG may, as its sole remedy, terminate this Agreement by delivery of notice to RJC. LFUCG shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of RJC's default or termination of this Agreement or Work on the Project by either party.

8.2 By RJC. In addition to the other rights and remedies available to RJC under this Agreement, RJC may terminate this Agreement by delivery of notice to LFUCG in the event LFUCG or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by RJC to LFUCG.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. LFUCG shall reimburse RJC pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by RJC to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning RJC's property to its former condition, and all other costs of RJC incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce LFUCG's obligation to pay RJC for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, RJC's only remaining obligation to LFUCG shall be to refund to LFUCG payments made to RJC in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that LFUCG requires of its Contractor, LFUCG shall acquire or require its Contractor to purchase and maintain insurance in compliance with RJCC's insurance requirements attached to this Agreement as Exhibit F. Neither LFUCG nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by RJCC's Risk Management Department. RJC understands that LFUCG is self-insured and both parties agree that nothing contained in this Agreement or within any Exhibit to this Agreement is intended to obligate LFUCG to acquire insurance.

10. OWNERSHIP AND MAINTENANCE

10.1 LFUCG, and its successors and assigns, shall own and be solely responsible for the maintenance, upkeep, repair, and operation of the Project.

10.2 LFUCG, and its successors and assigns, shall promptly, upon notice from RJC, make any and all repairs to the project reasonably determined by RJC to be necessary for the safety of RJC's railroad operations; and, upon LFUCG's failure to do so, and in emergencies, without notice RJC shall have the right, but not the duty, to make such repairs at LFUCG's sole cost and expense.

10.3 LFUCG shall not undertake any future alteration, modification, or expansion of the Project, without the prior written approval of RJC, which may be withheld for any reason, and the execution of such agreements as RJC may require.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, LFUCG and its Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of RJCC, its affiliates, LFUCG or its Contractors), for the loss of or damage

to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of RJCC, its affiliates, LFUCG or its Contractors, and environmental damages and any related remediation brought or recovered against RJCC and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the LFUCG, its Contractors, and their respective agents, employees, invitees, contractors, or its Contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about RJC's property or property leased by it. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, LFUCG may have as to any third party.

11.2 Compliance with Laws. LFUCG shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. LFUCG's Contractors shall indemnify, defend, and hold RJCC and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "RJCC Affiliates". For the purpose of this Section 11, RJCC's affiliates include R. J. Corman Railroad Group, LLC, and all entities, directly or indirectly, owned or controlled by or under common control of RJCC or R. J. Corman Railroad Group, LLC, and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. LFUCG and its Contractor shall notify RJCC promptly of any loss, damage, injury or death arising out of or in connection with the Project.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither LFUCG nor its Contractors shall be deemed either agents or independent contractors of RJC. Except as otherwise provided by this Agreement, RJC shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LFUCG or LFUCG's Contractors, or the construction practices, procedures, and professional judgment employed by LFUCG or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of RJC to prohibit LFUCG or its Contractors or anyone from entering RJC's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties, may not be waived, or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or

negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

RJC may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by RJC and the assumption of RJC's assignee of RJC's obligations under this Agreement, RJC shall have no further obligation under this Agreement. LFUCG shall not assign its rights or obligations under this Agreement without RJC's prior consent, which consent may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RJC:
R. J. Corman Railroad Company
Deborah Hawley
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356
Deborah.Hawley@rjcorman.com

If to LFUCG:
Lexington Fayette Urban County Government
200 East Main Street,
Lexington, Kentucky 40507
ATTN: Thomas Clements
Senior Municipal Engineer

17. SEVERABILITY

The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. VENUE

The parties agree that the venue of all legal and equitable proceedings related to disputes under this is Agreement shall be in the Circuit Court of Jessamine County, Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINES, LLC	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
BY: _____	BY: Linda Gorton
TITLE: President	TITLE: Mayor

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. LFUCG shall perform or let by contract to its Contractors:

Construction of a pedestrian overhead crossing above RJC railroad track and Town Branch stream.

Grading work

Tie Down Slopes

Drainage installations

Install and replace existing fence

B. RJC shall perform or cause to be performed:

Flagging

EXHIBIT B
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications, and drawings have been submitted by LFUCG to RJC for its review and approval:

Structure Plans from Palmer Engineering Company, dated 11/2017. Item Number 7-3709.00 Drawing 27592. Fayette County, Town Branch Trail Over R.J. Corman Railroad & Town Branch STA. 429 + 35.00

Civil Plans dated July 18, 2019

Town Branch Trail – Segment 4 & 5 dated June 8, 2021

EXHIBIT C
RJC SPECIAL PROVISIONS

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company and Railroad Chief Engineer will have final authority in all matters affecting the railroad track and right of way including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions

1. Given the Railroad written notice, with copy to the following Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

R. J. Corman Railroad Company/Central Kentucky Lines
P. O. Box 788, Nicholasville, Kentucky 40340
Jimmy Overbey 859-537-1096
Office 859-881-2502

2. In addition, the Contractor shall notify the Consulting Engineer, George Zimmerman, of STV/Ralph Whitehead Associates, at (770) 452-0797, fax (770) 936-9171, at least 72 hours before proceeding with the work in Railroad property. The Contractor also agrees to abide by the instructions of all Railroad representatives, concerning matters related to Railroad safety.

3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.

4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.

5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such

provisions. If in the judgment of the Railroad Representative, or in his absence, the Railroad Chief Engineer or the Consultant Engineer, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:

1. Subject to the inspection and approval of the Railroad.

2. In accord with the Railroad's written outline of specific conditions, general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

3. In accord with these special Provisions.

B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.

C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.

D. BLASTING.

1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

(c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

(a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.

2. All such maintenance and repair of damages due to the Contractor's operation shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.

B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works

within distances that violate instructions given by the Railroad's authorized Representative or performs work that has not been scheduled with the Railroad's authorized Representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site.

2. Initially, it may take up to 30 days to obtain flagging from the Railroad. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Such notices shall include sufficient details and dates of the proposed work to enable the Railroad Representative to determine if flagging will be required. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 7 working days of advance notice before resuming work on the Railroad corridor.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.

2. The cost of flagging is $65 per hour based on Contractor's 8-hour work day which necessitates the flagger to work a 12 hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals and lodging.

3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at ½ times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Katie Byrd, Property Services Specialist
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2389
Katherine.Byrd@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.

B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type footwear is prohibited. Hard-sole; Steel Toe lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.

C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.

D. No one is allowed to cross tracks without specific authorization from the flagger.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while a train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will, be allowed within 25' of the centerline of any track without specific authorization of the flagger.

H. Trucks, tractors or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.

I. No equipment or load movement will be within 25' or above a standing train or railroad 'equipment without specific authorization of the flagger.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.

M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.

B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.

C. Commercial Automobile Liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.

D. **Railroad Protective Liability** insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000. The insurance shall satisfy the following additional requirements:

1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

3. The sole named insured on the Railroad Protective Insurance Policy should be:

R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340

4. Name and address of contractor and agency must be shown on the Declarations page.

5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240

8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

A. Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Katie Byrd, Property Services Specialist
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2389
Katherine.Byrd@RJCorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Representative may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval, and written agreement. Please contact Katherine.Byrd@RJCorman.com.

*****Any work taking place within 50 ft of a Signal Warning System call.***

EXHIBIT D
INITIAL ESTIMATE

R. J. CORMAN RAILROAD COMPANY/
CENTRAL KENTUCKY LINES

SUBJECT: Construction of a pedestrian overhead crossing perpendicular to R. J. Corman Railroad at or near Mile Post 91.7 in Lexington, Fayette County, Kentucky.

PRELIMINARY ENGINEERING	$7,862.00
CONSTRUCTION ENGINEERING	$51,743.00
ADMINISTRATIVE COST	$1,500.00
ESTIMATED FLAGGING COSTS	TBD

Flagging costs should be determined according to how many hours the work, employee, or equipment are likely to be within twenty-five (25) feet of the track or other track clearance specified by RJC.

$65.00 per hour for an 8-hour day
1 ½ times the rate for over 8 hours
2 times the rate for over 10 hours

TOTAL ESTIMATE	**$61,105.00**

EXHIBIT E
PAYMENT SCHEDULE

LFUCG shall pay Railroad for Reimbursable Expenses within 30 days following the receipt of an invoice.

EXHIBIT F

Insurance Requirements

Key Points and Procedures

- Outside parties performing work on RJC property or that may impact railroad operations must have insurance that protects RJC.
- The types of insurance required are Commercial General Liability, Statutory Worker's Compensation and Employer's Liability, Commercial Automobile Liability, and Railroad Protective Liability.
- RJC must be provided copies and notices of required insurance coverage.

Insurance Policies

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

A. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJC as an additional insured.

B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.

C. Commercial automobile liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.

D. Railroad protective liability insurance with limits of not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $6,000,000. The insurance shall satisfy the following additional requirements:

1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
3. RJC must be the sole named insured on the Railroad Protective Insurance Policy.

R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
Nicholasville, KY 40340

4. Name and address of contractor and agency must be shown on the Declarations page.
5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or

contract identification numbers.

Include DOT and/or OP number

6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31—unless using form

   CG 00 35 version 96 and later.

7. Authorized endorsements may include:
   a. Broad Form Nuclear Exclusion - IL 00 21
   b. 30-day Advance Notice of Non-renewal or cancellation
   c. Required State Cancellation Endorsement
   d. Quick Reference or Index - CL/IL 240
8. Authorized endorsements may not include:
   a. A Pollution Exclusion Endorsement except CG 28 31
   b. A Punitive or Exemplary Damages Exclusion
   c. A "Common Policy Conditions" Endorsement
   d. Any endorsement that is not named in Section D, 6 or 7 above
   e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

Additional Terms

A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company
Attn: Deborah Hawley
P.O. Box 788
Nicholasville, KY 40340
Phone 859-881-2499
Deborah.Hawley@rjcorman.com

B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

SCHEDULE 1

CONTRACTOR'S ACCEPTANCE

To and for the benefit of R. J. Corman Railroad Company/Central Kentucky Lines ("RJC") and to induce RJC to permit Contractor on or about RJC's owned or leased property for the purposes of performing work in accordance with the Construction Agreement between Lexington Fayette Urban County Government and RJC, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit C thereto.

Contractor: _____

By: _____

Title: _____

Date: _____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0524-24

File ID:	0524-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/06/2024
File Name:	Sole Source Corken Steel			**Final Action:**	05/16/2024

Title:

A Resolution authorizing the Div. of Facilities and Fleet Management to purchase water source heating and ventilation units from the Corken Steel Products Co., 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 Co., related to the procurement, at a cost not to exceed $47,251.57. [Div. of Facilities and Fleet Management, Baradaran]

Notes:

Sponsors:		**Enactment Date:**	05/16/2024
Attachments:	Blue Sheet Memo, Corken Sole Source Certification, Corken quote, RESO 0524-24 Corken Steel Sole Source 4858-9883-2572 v.1.docx, R-280-2024	**Enactment Number:**	R-280-2024
Deed #:		**Hearing Date:**	
Drafter:	Teresa Grider	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	05/16/2024		
1	Urban County Council	05/16/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/16/2024	Approved				Pass

Text of Legislative File 0524-24

Title

A Resolution authorizing the Div. of Facilities and Fleet Management to purchase water

source heating and ventilation units from the Corken Steel Products Co., 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 Co., related to the procurement, at a cost not to exceed $47,251.57. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to approve Corken Steel as a sole source vendor for the purchase of 13 water source heating/ventilation units at a cost of $47,251.57. Funds are Budgeted. (L0524-24) (Baradaran/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707501-7041-76101

This Fiscal Year Impact: $47,251.57

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: $285,193.61

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jamshid Baradaran, Director, Facilities & Fleet Management

DATE: May 6, 2024

SUBJECT: Sole Source Corken Steel

Request:

Request Council Authorization to approve Corken Steel as a sole source vendor for water source heating/ventilation units.

Purpose:

The purchase of 13 water source heating/ventilation/air conditioning units to replace aged and/or damaged units.

Budgetary Implication:

The cost for Fiscal Year 2024 is $47,251.57.

Are the funds budgeted?

Yes. This will be paid from 1101-707501-7041-76101.

File Number: 0524-24

Director/Commissioner: Jamshid Baradaran / Chris Ford

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name Steve Coleman / Mark Arnold Division/Dept Facilities Management

Phone 859-258-3923 Email scoleman2@lexingtonky.gov

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

Cost: $47,251.57

Sole Source Request for the Purchase of: water source HVAC units

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

Vendor Information

Business Name Corken Steel

Contact Name Ryan Lindman

Address 2497 Palumbo Drive, Lexington

Phone 859-991-3107 Email rlindman@corkensteel.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Only distributor of the water source HVAC units that we are currently using. We have only purchased these units from this vendor in the past several years because of the cost and availability. They are our regional distributor for these units.

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.

X 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:-

_____

_____

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.).**

_____

_____

4. H**ow was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Better value on cost compared to Thermal Service who we used to purchase from in the past.

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

_____

_____

94156 00000 39699

CORKEN
GOOD SERVICE
SINCE 1955
The Corken Steel Products Company

P R I C E Q U O T A T I O N
THE CORKEN STEEL PRODUCTS COMP
LEXINGTON - HVAC
2497 PALUMBO DRIVE
LEXINGTON KY 40509

Page : 1 Printed At : 08:18:49 30 Apr 2024

Quote Date	Quote No.	Quote Expiration Date	Writer	Slsm	WH	
04/29/24	1397804	05/29/24	RDL	TBK	20	

Quoted To:LEXING

LEXINGTON FAYETTE URBAN CNTY
200 E MAIN STREET
LEXINGTON KY 40504

Ship To:LEXING

LEXINGTON FAYETTE URBAN CNTY
200 E MAIN STREET
LEXINGTON KY 40504

Quotation Note:
**** ALL COPPER PRICING IS GOOD FOR 24 HOURS ****
PHOENIX 2ND

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1	1	TCH030AEC30CCSS TCH030AEC30CCSS 265V	2925.000	EA	2925.00
2	2	TCH030AFC30CCSS TCH030AFC30CRSS 460V 3/PH	2995.500	EA	5991.00
3	1	TCH036AFC30CCSS TCH036AFC30CRSS 460V 3/PH	3083.250	EA	3083.25
4	8	TCH024AEC30CCSS TCH024AEC30CRSS 2-T 265V	2811.750	EA	22494.00
5	1	TCH018AEC30CCSS TCH018AEC30CRSS 265V 1PH	2628.000	EA	2628.00
6	13	ACNTRL06 MPC FIELD UPGRADE KIT	563.582	EA	7326.57
7	13	ASW018STC ZS2 SENSOR PRO STD	146.250	EA	1901.25
8	10	AHK0752 CM HOSE KIT 3/4" X 2'	89.250	EA	892.50
9		Energy Surcharge			10.00

Lab # 207935

Misc charges are not included in totals shown

Quotation Total $47,251.57

RESOLUTION NO. _____ - 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0524-24:GET: 4858-9883-2572, 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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0525-24

File ID:	0525-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	209-2024	**In Control:**	Urban County Council
				File Created:	05/06/2024
File Name:	UKHC Mutual Aid Agreement			**Final Action:**	06/13/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with University of Ky. Healthcare for mass casualty assistance. [Div. of Fire and Emergency Services, Wells]

Notes: stamped and filed in CCO copy give back tpo Batt Chief Crews. 7.26 AA

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	UKHC mutual aid blue sheet memo_2024, UKHC - Lexington Fire Department Mutual Aid_2024, 525-24 uk healthcare 4859-5031-2637 v.1.doc, R-289-2024, Contract #209-2024	**Enactment Number:**	R-289-2024
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0525-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with University of Ky. Healthcare for mass casualty assistance. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into a mutual aid Agreement with the University of Kentucky

Healthcare, required by the Kentucky Board of EMS, to allow respective agencies to provide

assistance in the event of a mass casualty incident, emergency conditions, natural disasters, and other appropriate situations for which assistance is requested. No Budgetary impact. (L0525-24) (Wells/Armstrong)

Budgetary Implications: No

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: May 6, 2024

SUBJECT: Mutual Aid Agreement UK Healthcare

The Division of Fire and Emergency Services request authorization to enter into a mutual aid agreement with the University of Kentucky Healthcare.

Why are you requesting? The Kentucky Board of EMS requires a written mutual aid agreement to be on file. This agreement will allow respective agencies to provide assistance in the event of a mass casualty incident, emergency conditions, natural disasters, and other appropriate situations for which assistance is requested.

Department needs this action completed because: To be able to provide the necessary assistance when it is needed.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number: 525-24

Director/Commissioner: Wells/Armstrong

MUTUAL AID AGREEMENT

University of Kentucky for and on behalf of its UK HealthCare EMS and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department

PURPOSE

This Mutual Aid Agreement (the "Agreement") between the University of Kentucky for and on behalf of its UK HealthCare EMS ("UK EMS") and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department ("LFD") will allow the respective agency, when requested, to enter the other agency's jurisdiction to provide assistance in the event of mass causality incidents, emergency conditions, natural disasters, or other appropriate situations for which assistance is requested. Herein, each of UK EMS and LFD are referred to as an "EMS agency" and either may be the "requesting" or the "receiving" EMS agency.

RIGHTS, DUTIES, AND RESPONSIBILITIES

1. Whenever the on-duty Commander of the EMS agency, which is party to this Agreement, feels it is advisable to request assistance from the other EMS agency, which is party to this Agreement, he/she is authorized to do so. Circumstances which could justify requesting aid under this Agreement would include, but are not limited to, the following:

(a) unavailability of an ambulance for response within the service area in which a medical emergency has occurred;

(b) unavailability of resources for Advanced Life Support in circumstances where the patient would reasonably benefit from Advanced Life Support;

(c) a potential for prolonged or delayed response by an ambulance from the requesting jurisdiction;

(d) a major EMS incident in which the resources of the local EMS system are not adequate to provide effective and efficient pre-hospital care and transportation for the victims of the incident; or

(e) Situations of non-emergent transport from a skilled facility to a skilled facility (to be performed only by UK EMS subject to the terms herein).

2. Requests for mutual aid under this Agreement will generally be coordinated through the University of Kentucky's UK HealthCare Communication Center **(859) 323-6215** and Lexington-Fayette County Urban Government Communications Center **(859) 258-3600**. Radio communication between EMS agencies may be conducted via the V-Tach 11 mutual aid frequency – **151.1375 MHZ** – or through designated frequencies assigned for the incident.

3.1 The representative of the EMS agency receiving a request for mutual aid under this Agreement shall immediately take the following actions:

(a) determine if the requested apparatus and personnel can be spared in response

to the request while continuing to provide reasonable protection to persons within its jurisdiction;

(b) determine the exact mission to be assigned in accordance with the plans; establish that procedures support this Agreement or support local, regional or national response Plans; and

(c) make sure the apparatus and personnel requested are dispatched from the station closest to the incident and with the instructions/directions for the mission.

3.2 UK EMS will identify its responding ambulance(s) as “UK 1-7”.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the EMS agency receiving the request shall immediately inform the EMS agency requesting aid if assistance cannot be rendered for any reason. Each party shall perform hereunder in compliance with all applicable local, state, and federal laws, statutes, and regulations, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”).

5. The apparatus, personnel, and equipment of the assisting EMS agency shall come under the operational control of the senior representative of the requesting EMS agency. However, the apparatus, personnel and equipment of the assisting EMS agency shall remain under the immediate supervision of, and shall be the immediate responsibility of, the senior representative of the assisting EMS agency. The senior representative of the assisting EMS agency may withdraw assistance at his/her own discretion after due notice to the senior representative of the requesting EMS agency.

6. If the senior representative of the requesting EMS agency requests a representative of an assisting EMS agency to assume command, he/she shall not, by relinquishing command, be relieved of responsibility for the operation of the mission.

7. The representatives of the assisting EMS agency shall be empowered to provide patient care under the procedures and protocols in effect in assisting EMS agency's jurisdiction and shall not be outside the EMS agency’s scope of practice as established by the Kentucky Board of EMS. Without either party waiving any rights, privileges, and immunities available to it, any disputes arising over the delivery of direct patient care will be decided by on-line Medical Control.

8. Each EMS agency will maintain records on patients in which treatment is provided by their personnel. The EMS agency providing assistance, in accordance with all applicable State and Federal laws, agrees to share incident and patient information which may be necessary to mitigate the incident.

LIABILITY

The EMS agency or its members rendering aid pursuant to this Agreement shall not be held liable for any act or omission made in good faith on the part of such EMS agency or member while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

COMPENSATION

Each EMS agency agrees to provide compensation to the members of its own EMS agency and will not hold the undersigned, the respective departments, employees, or governmental bodies, responsible for compensation of services, damages, or injuries which may arise while providing aid to the requesting EMS agency.

FINANCE

Each EMS agency rendering assistance under this Agreement will be responsible for all their own financial obligations or losses incurred while providing aid under this Agreement except as specified in a supplementary agreement agreed to by the parties. Each EMS agency receiving aid under this Agreement agrees that the EMS agency rendering aid may bill the patient or the patient's third-party payer, as appropriate, at the assisting EMS agency's prevailing rate for supplies, equipment, transport and other services.

SEVERABILITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the Agreement and the applicability thereof to other persons and circumstances shall not be affected.

IMPLEMENTATION

This Agreement shall be effective to each of the participating EMS agencies as of the date upon which this Agreement is signed by a duly authorized official of each EMS agency. This Agreement shall continue in force and remain binding on each respective EMS agency until termination by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days' prior written notice of said termination. This Agreement replaces and supercedes any prior agreement(s) between the parties as to the subject matter contained herein.

I, the authorized representative for the **University of Kentucky for and on behalf of UK HealthCare EMS**, do hereby agree to the above Mutual Aid Agreement. This Agreement will remain in force until terminated or replaced by another agreement.

_____ _____
Date

Attest:

_____
Sharon Bell, Administrative Coordinator

I, the authorized representative for **Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department**, do hereby accept this signed Mutual Aid Agreement from the above service and understand that it will remain in force until terminated or replaced by another agreement.

_____ _____

Linda Gorton, Mayor Date

Attest:

_____

Council Clerk

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MUTUAL AID AGREEMENT WITH UNIVERSITY OF KENTUCKY HEALTHCARE FOR MASS CASUALTY ASSISTANCE.

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 University of Kentucky Healthcare, for mass casualty assistance.

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
0525-24:MRS:4859-5031-2637, v. 1

RESOLUTION NO. 289 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MUTUAL AID AGREEMENT WITH UNIVERSITY OF KENTUCKY HEALTHCARE FOR MASS CASUALTY ASSISTANCE.

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 University of Kentucky Healthcare, for mass casualty assistance.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0525-24:MRS:4859-5031-2637, v. 1

MUTUAL AID AGREEMENT

University of Kentucky for and on behalf of its UK HealthCare EMS and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department

PURPOSE

This Mutual Aid Agreement (the "Agreement") between the University of Kentucky for and on behalf of its UK HealthCare EMS ("UK EMS") and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department ("LFD") will allow the respective agency, when requested, to enter the other agency's jurisdiction to provide assistance in the event of mass causality incidents, emergency conditions, natural disasters, or other appropriate situations for which assistance is requested. Herein, each of UK EMS and LFD are referred to as an "EMS agency" and either may be the "requesting" or the "receiving" EMS agency.

RIGHTS, DUTIES, AND RESPONSIBILITIES

1. Whenever the on-duty Commander of the EMS agency, which is party to this Agreement, feels it is advisable to request assistance from the other EMS agency, which is party to this Agreement, he/she is authorized to do so. Circumstances which could justify requesting aid under this Agreement would include, but are not limited to, the following:

(a) unavailability of an ambulance for response within the service area in which a medical emergency has occurred;

(b) unavailability of resources for Advanced Life Support in circumstances where the patient would reasonably benefit from Advanced Life Support;

(c) a potential for prolonged or delayed response by an ambulance from the requesting jurisdiction;

(d) a major EMS incident in which the resources of the local EMS system are not adequate to provide effective and efficient pre-hospital care and transportation for the victims of the incident; or

(e) Situations of non-emergent transport from a skilled facility to a skilled facility (to be performed only by UK EMS subject to the terms herein).

2. Requests for mutual aid under this Agreement will generally be coordinated through the University of Kentucky's UK HealthCare Communication Center **(859) 323-6215** and Lexington-Fayette County Urban Government Communications Center **(859) 258-3600**. Radio communication between EMS agencies may be conducted via the V-Tach 11 mutual aid frequency – **151.1375 MHZ** – or through designated frequencies assigned for the incident.

3.1 The representative of the EMS agency receiving a request for mutual aid under this Agreement shall immediately take the following actions:

(a) determine if the requested apparatus and personnel can be spared in response

to the request while continuing to provide reasonable protection to persons within its jurisdiction;

(b) determine the exact mission to be assigned in accordance with the plans; establish that procedures support this Agreement or support local, regional or national response Plans; and

(c) make sure the apparatus and personnel requested are dispatched from the station closest to the incident and with the instructions/directions for the mission.

3.2 UK EMS will identify its responding ambulance(s) as "UK 1-7".

4. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the EMS agency receiving the request shall immediately inform the EMS agency requesting aid if assistance cannot be rendered for any reason. Each party shall perform hereunder in compliance with all applicable local, state, and federal laws, statutes, and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA").

5. The apparatus, personnel, and equipment of the assisting EMS agency shall come under the operational control of the senior representative of the requesting EMS agency. However, the apparatus, personnel and equipment of the assisting EMS agency shall remain under the immediate supervision of, and shall be the immediate responsibility of, the senior representative of the assisting EMS agency. The senior representative of the assisting EMS agency may withdraw assistance at his/her own discretion after due notice to the senior representative of the requesting EMS agency.

6. If the senior representative of the requesting EMS agency requests a representative of an assisting EMS agency to assume command, he/she shall not, by relinquishing command, be relieved of responsibility for the operation of the mission.

7. The representatives of the assisting EMS agency shall be empowered to provide patient care under the procedures and protocols in effect in assisting EMS agency's jurisdiction and shall not be outside the EMS agency's scope of practice as established by the Kentucky Board of EMS. Without either party waiving any rights, privileges, and immunities available to it, any disputes arising over the delivery of direct patient care will be decided by on-line Medical Control.

8. Each EMS agency will maintain records on patients in which treatment is provided by their personnel. The EMS agency providing assistance, in accordance with all applicable State and Federal laws, agrees to share incident and patient information which may be necessary to mitigate the incident.

LIABILITY

The EMS agency or its members rendering aid pursuant to this Agreement shall not be held liable for any act or omission made in good faith on the part of such EMS agency or member while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

COMPENSATION

Each EMS agency agrees to provide compensation to the members of its own EMS agency and will not hold the undersigned, the respective departments, employees, or governmental bodies, responsible for compensation of services, damages, or injuries which may arise while providing aid to the requesting EMS agency.

FINANCE

Each EMS agency rendering assistance under this Agreement will be responsible for all their own financial obligations or losses incurred while providing aid under this Agreement except as specified in a supplementary agreement agreed to by the parties. Each EMS agency receiving aid under this Agreement agrees that the EMS agency rendering aid may bill the patient or the patient's third-party payer, as appropriate, at the assisting EMS agency's prevailing rate for supplies, equipment, transport and other services.

SEVERABILITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the Agreement and the applicability thereof to other persons and circumstances shall not be affected.

IMPLEMENTATION

This Agreement shall be effective to each of the participating EMS agencies as of the date upon which this Agreement is signed by a duly authorized official of each EMS agency. This Agreement shall continue in force and remain binding on each respective EMS agency until termination by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days' prior written notice of said termination. This Agreement replaces and supercedes any prior agreement(s) between the parties as to the subject matter contained herein.

I, the authorized representative for the **University of Kentucky for and on behalf of UK HealthCare EMS**, do hereby agree to the above Mutual Aid Agreement. This Agreement will remain in force until terminated or replaced by another agreement.

7/15/2024
Date

Attest:

Sharon R. Bell
Sharon Bell, Administrative Coordinator

I, the authorized representative for **Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department**, do hereby accept this signed Mutual Aid Agreement from the above service and understand that it will remain in force until terminated or replaced by another agreement.

Linda Gorton

Linda Gorton, Mayor

7/26/2024

Date

Attest:

Council Clerk

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0526-24

File ID:	0526-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/06/2024
File Name:	Abolish - Administrative Specialist Sr.			**Final Action:**	06/13/2024

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist Senior, Grade 518N, in the Dept. of Housing Advocacy and Community Development, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	06/13/2024
Attachments:	Bluesheet Memo 24-0044, Fiscal Impact- 24-0044, From To 24-0044, ORD 0526-24 Abolish Admin Specialist Sr 4883-5833-0556 v.1.docx, O-054-2024	**Enactment Number:**	O-054-2024
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	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
1	Urban County Council	05/16/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Approved				Pass

Text of Legislative File 0526-24

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist Senior, Grade 518N, in the Dept. of Housing Advocacy and Community Development, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Administrative Specialist Sr. (Grade 518N) in the Department of Housing Advocacy & Community Development, effective upon

passage of Council. This action has a cost savings of $77,170.22. (L0526-24)
(George/Hamilton)
Budgetary Implications: Yes
Advance Document Review:

Law: **Risk Management**: NA

Fully Budgeted: NA
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

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: May 6, 2024

SUBJECT: Abolish Position – Department of Housing Advocacy & Community Development

Request:
The attached action is requesting authorization to abolish one (1) classified position of Administrative Specialist Sr. (Grade 518N) in the Department of Housing Advocacy & Community Development, effective upon passage of Council.

Why are you requesting?
Due to the Administrative Specialist Principal position created within the Department of Housing Advocacy, the Administrative Specialist Sr. position is no longer needed.

What is the cost in this budget year and future budget year?
This action has a future impact of a cost of ($77,170.22).

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Administrative Specialist Senior	$54,423.20	$0	($54,423.20)
Total Annual Impact/ Salary and Benefits ($77,170.22)			

200 East Main St., Lexington, KY 40507 / 859.258.3030 Phone / 859.258.3059 Fax / lexingtonky.gov

File Number: 0526-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Housing Advocacy and Community Development

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 23.34% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.044% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Administrative Specialist Sr (518N)	Create	-1.00	26.165	($54,423.20)	($12,702.37)	($5,528.88)	($3,638.91)	($25.82)	($851.04)	($77,170.22)
Pay Periods				($54,423.20)	($12,702.37)	($5,528.88)	($3,638.91)	($25.82)	($851.04)	($77,170.22)

Annual Cost: ($77,170.22)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 5/6/2024

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Housing Advocacy and Community Development (810)							
810.045	1	110	518N	Administrative Specialist Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Housing Advocacy and Community Development (810)							
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ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SENIOR, GRADE 518N, IN THE DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT, 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 deleted:

810.045	1	110	518N	Administrative Specialist Sr.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0526-24:GET:4883-5833-0556, v. 1

ORDINANCE NO. 054 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SENIOR, GRADE 518N, IN THE DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT, 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 deleted:

810.045	1	110	518N	Administrative Specialist Sr.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: July 3, 2024-1t
0526-24:GET:4883-5833-0556, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0527-24

File ID: 0527-24 **Type:** Resolution **Status:** Approved

Version: 3 **Contract #:** 136-2024 **In Control:** Urban County Council

File Created: 05/06/2024

File Name: Transportation Cabinet--Office of Local Programs and to the Lexington Area Metropolitan Planning Organization requesting federal funds in the amount of $3,477,920 from the Transportation Alternatives Program (TAP) for the Lane Allen Road Sidewalks and Har

Final Action: 05/16/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. 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 in Federal funds from the Transportation Alternatives Program (TAP), for the Lane Allen Rd. Sidewalks and the Harrodsburg Rd. Trail, the acceptance of which obligates the Urban County Government to the expenditure of $869,480 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Notes: signed and given back to Celia CILOO kept In CCO 5.28 AA

Sponsors:

Enactment Date: 05/16/2024

Attachments: 24 - Blue Sheet Memo TAP Applications, RESO 0527-24 (TAP) 4882-5318-5214 v.1.docx, R-281-2024, Contract #136-2024, Contract #136-2024 (2)

Enactment Number: R-281-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	Urban County Council Work Session	05/14/2024	Approved and Referred to Docket	Urban County Council	05/16/2024		Pass
3	Urban County Council	05/16/2024	Received First Reading	Urban County Council	05/16/2024		

3	Urban County Council	05/16/2024	Suspended Rules for Second Reading	Pass
3	Urban County Council	05/16/2024	Approved	Pass

Text of Legislative File 0527-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. 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 in Federal funds from the Transportation Alternatives Program (TAP), for the Lane Allen Rd. Sidewalks and the Harrodsburg Rd. Trail, the acceptance of which obligates the Urban County Government to the expenditure of $869,480 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Summary

Authorization to submit an application to the Kentucky Transportation Cabinet, Office of Local Programs and to the Lexington Area Metropolitan Planning Organization requesting Federal funds in the amount of $3,477,920 from the Transportation Alternatives Program (TAP) for the Lane Allen Road Sidewalks and Harrodsburg Road Trail projects. A 20 percent match of $869,480 will be requested in FY 2026 MAP funds. (L0527-24) (Burton/Albright)

Budgetary Implications: No

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: If funding is approved, funds will be Budgeted in FY26 MAP fund Budget.

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

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: **May 6, 2024**

SUBJECT: **TRANSPORTATION ALTERNATIVES PROGRAM**

Request: Council authorization to submit an application to the Kentucky Transportation Cabinet--Office of Local Programs and to the Lexington Area Metropolitan Planning Organization requesting federal funds in the amount of $3,477,920 from the Transportation Alternatives Program (TAP) for the Lane Allen Road Sidewalks and Harrodsburg Road Trail.

Purpose of the Request: The Division of Engineering is preparing grant applications requesting federal funds from the Transportation Alternatives Program. The deadline for submitting the applications to the Kentucky Transportation Cabinet (KYTC) is June 14, 2023. Applications will be submitted concurrently to the Lexington Area Metropolitan Planning Organization (MPO) and the KYTC for consideration. The MPO Transportation Policy Committee will review and rank the applications; however, final funding selection will be determined by KYTC.

The following table summarizes all projects and project phases for which applications are being prepared. All TAP applications are 80% federal funds and 20% local match.

Division	Project	Phase	Federal Amount	Local Match	Total
Engineering	Lane Allen Rd. Sidewalks	C	$ 1,277,920.00	$ 319,480.00	$ 1,597,400.00
Engineering	Harrodsburg Rd. Trail (Phase I)	R,U,C	$ 2,200,000.00	$ 550,000.00	$ 2,750,000.00
		Totals	**$ 3,477,920.00**	**$ 869,480.00**	**$ 4,347,400.00**

1. **Lane Allen Rd. Sidewalks** – Complete sidewalk gaps from Harrodsburg Road to Traveller Road, and make ADA intersection improvements at Alexandria Dr. and Harrodsburg Rd. The design of this project was funded via the Surface Transportation Block Grant (STBG-SLX) and is scheduled to be complete in 2024.
2. **Harrodsburg Rd. Trail (Phase I)** – Build a shared use path from Man O'War Blvd. to Dogwood Trace/Overlake Blvd. along Harrodsburg Rd. The design of this project was funded via the America Rescue Plan Act (ARPA) and is scheduled to be complete in 2024.

The cost in this budget year and future budget years: Total federal funding being requested is $3,477,920. LFUCG is required to provide a 20% match of $869,480 which will be requested in the FY 2026 MAP Fund budget if the funding request is approved by KYTC. The total cost of all projects is $4,347,400.

Are the funds budgeted? If funding is approved, funds will be budgeted in FY26 MAP fund budget.

File Number: 0527-24

Director/Commissioner: Burton/Albright

RESOLUTION NO. _____ - 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0527-24:ANB:4882-5318-5214, 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

copy in lieu of orginal

R-281-2024
Contract #136-2024

LEXINGTON

Lane Allen Sidewalk Connectivity Project
Lexington, KY

2024 Transportation Alternatives Program (TAP) Application

May 2024

Lane Allen Sidewalk Connectivity Project

2024 Transportation Alternatives Program (TAP) Application

Table of Contents

TAP Application	8 Pages
Attachment A – Location Map	2 Pages (Including Cover)
Attachment B – Detailed Engineer's Estimates	4 Pages (Including Cover)
Attachment C – List of Proposed Property Acquisitions	2 Pages (Including Cover)
Attachment D – Letter of Match Commitment	2 Pages (Including Cover)
Attachment E – LFUCG Open OLP Projects List	2 Pages (Including Cover)
Attachment F – Person In Responsible Charge	2 Pages (Including Cover)

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Rural and Municipal Aid
OFFICE OF LOCAL PROGRAMS

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

IMPORTANT: *Before completing this form, read the TC 20-36 Instructions available in the KYTC Forms Library as a PDF file. Follow these directions carefully. Applications submitted with missing or incomplete information will be returned for corrections.*

SECTION 1: APPLICANT INFORMATION

PROJECT COUNTY	PROJECT CITY	HIGHWAY DISTRICT
Fayette	Lexington	District 7

PROJECT TITLE
Lane Allen Sidewalk Connectivity Project

SPONSOR NAME
Lexington-Fayette Urban County Government

ADDRESS
200 E Main St.

CITY	ZIP	PHONE	POPULATION
Lexington	40507	859.425.2255	321,000

APPLICATION CONTACT	PHONE	EMAIL
Jake Stephens	859.258.3478	jstephens@lexingtonky.gov

UNIQUE ENTITY IDENTIFIER (UEI) # *(all applicants must be registered in the federal System for Award Management (SAM) before applying for funding. Please indicate the UEI assigned upon completion of registration.)*
VM1GLHWZXA96

SAI Number [*(KY) (State Applicant Identifier number which is provided upon submitting an Application for Federal Assistance (Form 424) with the Kentucky State Clearinghouse. To obtain this information, access* http://kydlgweb.ky.gov/FederalGrants/16_eClearinghouse.cfm*]* ***Use ALN (formerly CFDA) #20.205***

KY202211151423

If requesting SRTS Projects, complete the information below for all elementary and middle schools within a 2-mile radius of the project location. For non-infrastructure projects, list the affected schools.

☐ Infrastructure ☐ Non-Infrastructure

SCHOOL NAME	GRADE RANGE	TOTAL STUDENT POPULATION	TOTAL STUDENTS LIVING WITHIN 2 MILES OF SCHOOL	CURRENT # OF STUDENTS WALKING/BIKING TO SCHOOL

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 2: PROJECT CATEGORY

INSTRUCTION: All Transportation Alternatives projects must have a **surface transportation relationship** and fall under one or more of the following eligible activities. For the activity that most fits your project, check **ONE** of the boxes below.

- [x] On- or off-road facilities for pedestrian, bike, or other non-motorized forms of transportation
- [ ] Safe routes for non-drivers
- [ ] Conversion of abandoned rail corridors for bicycle/pedestrian trails
- [ ] Construction of turnouts, overlooks, and viewing areas
- [ ] Community improvement activities:
  - a. Inventory, control, or removal of outdoor advertising
  - b. Historic preservation and rehabilitation of historic transportation facilities
  - c. Vegetation management practices in transportation rights of way to improve roadway safety, prevent against invasive species, and provide erosion control
  - d. Archaeological activities relating to impacts from implementation of a transportation project under Title 23
- [ ] Environmental mitigation including pollution prevention and pollution abatement activities and mitigation to:
  - a. Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in Title 23 Section 133(b)(11) , Section 328(a), and Section 329
  - b. Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats
- [ ] Planning, designing, or constructing boulevards
- [ ] Safe Routes to School (SRTS) 80/20 match

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION

In this section, provide infrastructure improvements to include a detailed project description, location, and right of way information. Use additional copies of these pages as needed.

INFRASTRUCTURE IMPROVEMENTS

LOCATION Lane Allen Rd from Traveller Rd to Harrodsburg Rd	Is this a state road? ☐ Yes ☒ No

TYPE OF IMPROVEMENT
Sidewalks

BEGINNING POINT *(specifically)* 1037 Lane Allen Rd	**STREET NAME/INTERSECTION/ADDRESS** NE Corner of Intersection of Traveller and Lane Allen	**MILE POINT** *(Required)*
ENDING POINT *(specifically)* 1999 Harrodsburg Rd	**STREET NAME/INTERSECTION/ADDRESS** N Corner of Intersection of Harrodsburg Rd and Lane Allen	**MILE POINT** *(Required)*
TOTAL LENGTH *(if applicable)* 3700'	**SIDE OF STREET/DIRECTION** *(if applicable) (Use N/S/E/W.)* N	**WIDTH** *(if applicable)* 4-5'

Use the space below to provide additional detailed information, to include side of road, direction, and any other relevant information.

This application is for right-of-way and construction funding for the Lane Allen Sidewalk Connectivity project, which includes construction of 4-5' wide sidewalk between Traveller Rd and Harrodsburg Rd where sidewalk currently does not exist. The project design is funded by Surface Transportation Block Grant dedicated to Lexington (STGB-SLX) and is anticipated to be completed in 2024.

A large portion of Lane Allen Rd between Traveller Rd and Harrodsburg Rd does not have sidewalk on either side of the road, leaving pedestrians vulnerable. This project will provide a continuous stretch of accessible sidewalk on the north side of the road (some south side locations where possible) to allow pedestrians to safely walk from adjacent neighborhoods to the shopping centers, local businesses, churches, restaurants, pharmacies, etc.

In addition, this project will provide additional crossing options at the Alexandria Rd and Harrodsburg Rd intersections to allow for pedestrians to safely cross the street in all directions.

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION *(cont.)*

TRAFFIC CONTROL MEASURES

Describe traffic control measures requested to include signs, signals, roadway markings, crosswalks, school zones, and any other relevant information.

This project will include modifications to the crosswalks, roadway markings, signs, and pedestrian signals at the intersections of Lane Allen Rd with Harrodsburg Rd and Alexandria Dr to allow pedestrians to cross in all directions.

Proposed modification will follow the guidelines set forth in AASHTO's Roadside Design Guide, FHWA's Small Town and Rural Multimodal Networks guidance, and the Manual on Uniform Traffic Control Devices.

RIGHT OF WAY

If the project is awarded funding, the applicant will be required to provide proof of public right of way OR as a federally funded transportation project, it must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Uniform Act only allows you to identify the properties for initial design and budgeting. You CANNOT begin acquisitions or approach property owners until the Environmental Analysis is complete and you are given an Official Order to begin right of way acquisition. This applies to all acquisitions, including donations.

☐ Yes	☒ No	Does sufficient public right of way exist to build this project?
☒ Yes	☐ No	Have you identified properties potentially affected by this project?
☒ Yes	☐ No	Have you budgeted funding for both the processing and fair market value of each property?

If the applicant is required to acquire property or easements, list the properties, property owners, and type of acquisition or easement.

#	DESCRIPTION	PROPERTY OWNER	TYPE OF ACQUISITION OR EASEMENT
1.	See Attachement C		
2.			
3.			
4.			
5.			

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION *(cont.)*

MAINTENANCE PLAN

Describe how the completed project will be maintained for public use. Include plans for income generated after completion. If the project sponsor has a Maintenance Policy in place, provide a copy and explain where this project will be included in that plan. If no policy exists, provide a description of how this project will be maintained.

The property owners adjacent to the sidewalk to be constructed will be responsible for maintenance of the sidewalk. Pavement markings, pedestrian signals, and signs will be maintained by the LFUCG Division of Streets and Roads with assistance from the LFUCG Division of Engineering.

SECTION 4: PROJECT READINESS

PROJECT SCHEDULE

List each phase of the proposed project and provide an approximate completion date.

PHASE TYPE	PROJECT PHASE DESCRIPTION	APPROXIMATE COMPLETION TIME IN MONTHS
Design	Design Sidewalks, consultant currently selected.	9
Right of Way	Purchase easements and ROW as needed, begin 2025.	9
Utilities	Relocate utilities as needed, begin 2025	3
Construction	Construct project, begin 2025-2026.	6

What level of engineering/design has been completed for this project? Include any barriers to technical feasibility.

A constultant has been selected and a preliminary alignment has been developed and reviewed. No issues have been identified which would make this project technically infeasible.

List any open Office of Local Program projects, including TA, SRTS, and CMAQ, currently held by the project sponsor.

PROJECT	PHASE	ESTIMATED COMPLETION DATE
See attachment E		

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 5: TOTAL PROJECT COST *(includes match)*

IMPORTANT: The Office of Local Programs uses the cost estimate to determine the amount of funding; therefore, the estimate for each phase of the project must be as accurate as possible. To find out more information about cost estimates, consult the Local Public Agency (LPA) Guide .

PHASE	COST
Preliminary Engineering/Design (PE & FINAL)	
Right of Way (ROW)	$132,400.00
Utilities	$10,000.00
Construction	$1,440,000.00
Construction Engineering/Inspection	$15,000.00
Contingency (10%)	Included in estimates
TOTAL PROJECT COST - 100% including match	**$1,597,400.00**
TOTAL FEDERAL FUNDS REQUESTED – 80% Federal Funding	$1,277,920.00
LOCAL PUBLIC AGENCY (LPA) MATCH	

TAP projects require a 20% match. KYTC will only accept cash or property dedicated to the project as match.

ITEM	AMOUNT
Cash (preferred)	$319,480
Property	
TOTAL MATCH PROVIDED	**$319,480.00**

FINANCIAL FEASIBILITY

Will the funds requested in this application fully fund the project? ☒ Yes ☐ No

If no, provide the gap amount and how the difference will be covered.

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT

Does the LPA have a Master Bike/Pedestrian Plan? ☒ Yes ☐ No

Is it on file with KYTC? ☒ Yes ☐ No

(If no, provide copy with application.)

Is this part of a local or regional growth, sustainability, or economic development plan? If yes, please provide a copy with the application. ☐ Yes ☒ No

List all neighborhood retail and essential services located within a ½-mile radius of your project.

SERVICE	# OF ESTABLISHMENTS
Community /Civic Center/Library/Social Service	15
Child Care	5
Grocery Store/Farmers Market	6
Park/Playground	6
Laundry/Dry Cleaner	2
Restaurants/Retail/Entertainment	26
Medical Office/Pharmacy	28
Police or Fire Station	1
Other *(Please specify.)*: School	10

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT *(cont.)*

ECONOMIC DEVELOPMENT

To what extent will the project facilitate economic development in the community? Your response must include statistical data to support stated impacts.

According to a National Association of Realtors Community & Transportation Preferences Survey poll, 79% of respondents wanted to be within an easy walk of other places and things and would be willing to pay more to live in a walkable community and 85% said sidewalks and places to walk are very/somewhat important. Constructing sidewalk will allow residents to walk to nearby establishments spending more money on local good and services.

ACCESSIBILITY/EQUITY

To what extent will the project improve mobility for disadvantaged populations to include the elderly, disabled, minorities, and low-income residents? Your response must include statistical data to support stated impacts.

Sidewalks can provide a smooth, flat surface for elderly and disabled residents to safely and comfortably walk outdoors improving physical activity, mobility, and health. For low-income residents, there are 2 Lextran routes that run directly along Lane Allen with a few bus stops. Providing a continuous pedestrian path will allow better access for citizens who utilize this service.

ENVIRONMENT

Describe how the project improves non-motorized connectivity. Does the project reduce VMT (Vehicle Miles Traveled), particulate matter, and/or greenhouse gas emissions?

Currently, only a portion of Lane Allen has facilities for non-motorized travel. This project will create a continuous pedestrian path from Traveller Rd to Harrodsburg Rd, connecting residents to many goods and services located along the corridor. Lane Allen Rd has an ADT of approximately 12,000 and Fayette County has a walk mode share of approximately 3%, meaning this project would reduce ADT by 360 vehicles per day.

CULTURAL, HISTORIC, & ARCHAEOLOGICAL RESOURCES

Is the area or part of the area of the project eligible to be listed in the National Register of Historic Places?
☐ Yes ☒ No *(If yes, attach the National Register nomination form with the application.)*

Will there be any earth disturbance associated with this project? ☒ Yes ☐ No *(If yes, completion of an archaeological survey prior to the beginning of the project may be required.)*

SAFETY

How does the project improve motorized safety, and does it address specific safety issues? Your response must include statistical data to support stated impacts.

This project will provide a safe path for pedestrians to travel between home and local businesses instead of walking in the roadway, on the shoulder, or adjacent the road. An Analysis of Factors Contributing to "Walking Along Roadway" Crashes: Research Study and Guidelines for Sidewalks and Walkways (FHWA-RD-01-101), a research project conducted by FHWA, found that providing walkways separated from roads can help to prevent up to 88 percent of crashes involving pedestrians walking along roadways.

The project also includes new or improved intersection crossings at Alexandria Drive and Harrodsburg Rd, two intersections with higher traffic volumes and traffic incidents. These improvements include high-visibility crosswalks, signs, and pavement markings, which are proven countermeasures to improve multi-lane roadway crossings where vehicle volumes are in excess of 10,000 ADT.

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT *(cont.)*

COMMUNITY SUPPORT

Describe how the local community has been involved in the planning process and list key stakeholders who are participating. Include all opposition to the project and describe how it is being negotiated. List all local government entities, contacts, and civic groups that have been involved in the development of the project.

The Lexington Area MPO Bicycle and Pedestrian Master plan identifies this as a recommended project for implementation. Community outreach during the development of the plan included an advisory committee comprised of representatives from Fayette and Jessamine County, project website, public comment forms, on-line interactive outreach map to identify safety concerns and project locations, focus groups, and public review of the final draft. The plan was adopted by the Transportation Policy Committee, Fayette County Planning Commission, City of Nicholasville, and Jessamine County Fiscal Court. The project team also coordinated closely with other planning processes, such as the Lexington Parks and Recreation Master Plan and the On the Table event for the Fayette County Comprehensive Land Use Plan. The On the Table event received more than 10,000 responses.

SECTION 7: LOCAL PUBLIC AGENCY (LPA) ACKNOWLEDGEMENT

By submitting this application the applicant acknowledges, if selected for funding, the project will follow all requirements outlined in this application, the KTYC Local Public Agency Guide, Memorandum of Agreement, and all applicable federal and state laws and regulations. The applicant further acknowledges failure to follow these requirements or complete the project in the allotted time may result in cancellation of the project and repayment of federal funds.

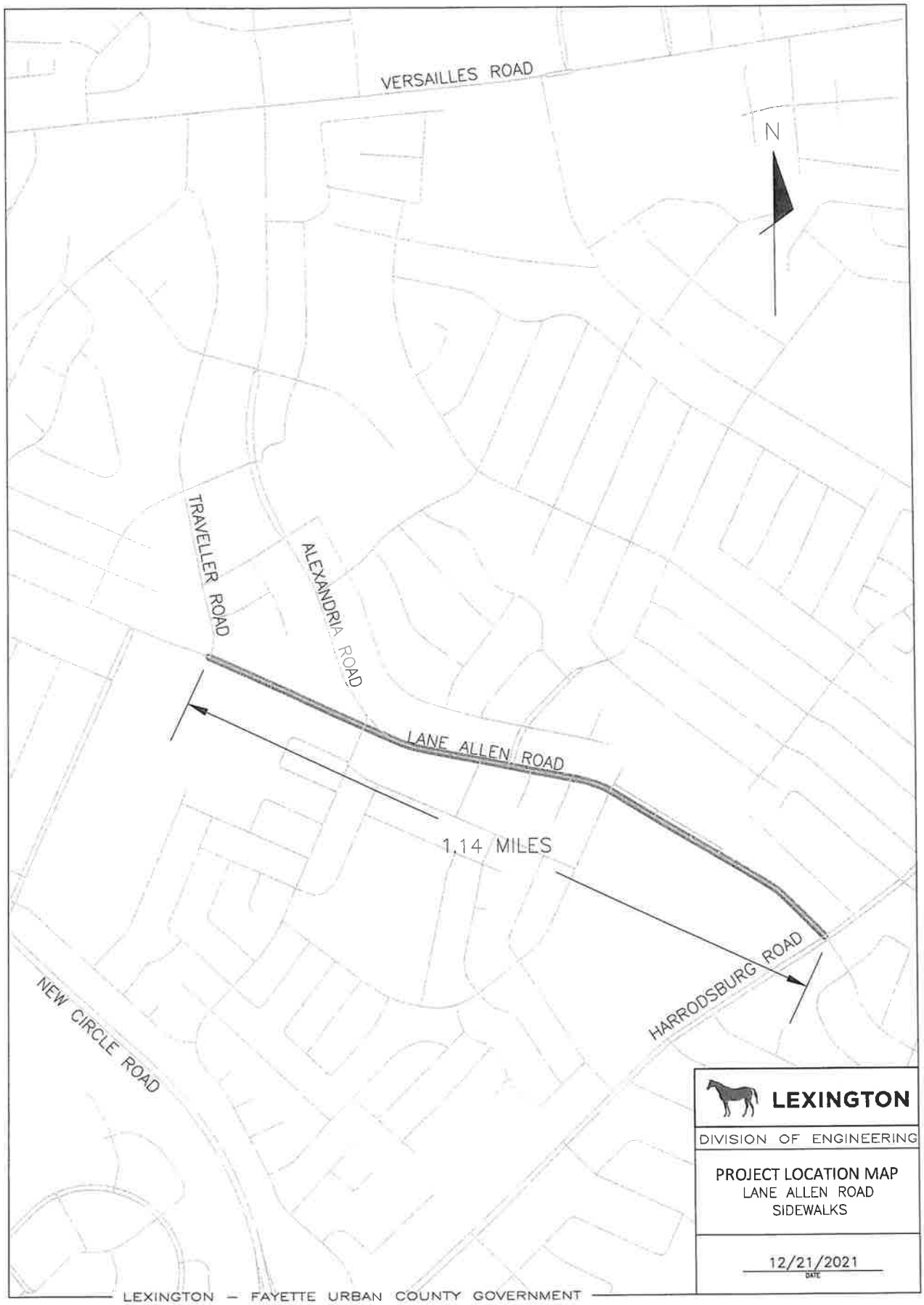
Linda Gorton
Authorized Signature of LPA Sponsor

Date

Reminder: *Attach all required documents as listed in the TC 20-36 Instructions.*

Attachment A

Location Map


VERSAILLES ROAD
N
TRAVELLER ROAD
ALEXANDRIA ROAD
LANE ALLEN ROAD
1.14 MILES
HARRODSBURG ROAD
NEW CIRCLE ROAD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LANE ALLEN ROAD
SIDEWALKS
12/21/2021
DATE
LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

Attachment B

Detailed Engineer's Estimate

Attachment B – Detailed Engineer's Estimates

05/02/2024

ROW Estimate

Parcel Address	Temp. Const. Easement	Damages	Parcel Total
1033 Lane Allen Rd.	$500.00		$500.00
1029 Lane Allen Rd.	$700.00		$700.00
1025 Lane Allen Rd.	$300.00		$300.00
899 Lane Allen Rd.	$400.00		$400.00
897 Lane Allen Rd.	$700.00		$700.00
895 Lane Allen Rd.	$300.00		$300.00
893 Lane Allen Rd.	$300.00		$300.00
887 Lane Allen Rd.	$300.00		$300.00
885 Lane Allen Rd.	$300.00		$300.00
883 Lane Allen Rd.	$300.00		$300.00
881 Lane Allen Rd.	$300.00		$300.00
877 Lane Allen Rd.	$300.00		$300.00
787 Lane Allen Rd.	$0.00		$0.00
783 Lane Allen Rd.	$0.00		$0.00
779 Lane Allen Rd.	$0.00		$0.00
775 Lane Allen Rd.	$0.00		$0.00
771 Lane Allen Rd.	$700.00	$2,500.00	$3,200.00
767 Lane Allen Rd.	$700.00	$2,500.00	$3,200.00
763 Lane Allen Rd.	$700.00	$1,500.00	$2,200.00
759 Lane Allen Rd.	$700.00		$700.00
755 Lane Allen Rd.	$800.00		$800.00
751 Lane Allen Rd.	$700.00		$700.00
747 Lane Allen Rd.	$1,700.00		$1,700.00
731 Lane Allen Rd.	$1,100.00		$1,100.00
719 Lane Allen Rd.	$1,100.00	$3,000.00	$4,100.00
707 Lane Allen Rd.	$2,000.00	$2,500.00	$4,500.00
1983/1999 Harrodsburg Rd	$1,400.00		$1,400.00
		Subtotal	$28,300.00
		Recording Fees	$1,620.00
		Appraisals	$0.00
		Consultant Fee	$76,000.00
		Contingency	$26,480.00
		Total ROW Cost	**$132,400.00**

Construction Estimate

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Maintaining Traffic	LS	1	$ 150,000.00	$ 150,000.00
2	Clearing and Grubbing	LS	1	$ 25,000.00	$ 25,000.00
3	Construction Staking	LS	1	$ 20,000.00	$ 20,000.00
4	Erosion & Sediment Control	LS	1	$ 20,000.00	$ 20,000.00
5	Quality Control Services	LS	1	$ 5,000.00	$ 5,000.00
6	Earthwork	LS	1	$ 150,000.00	$ 150,000.00
7	Remove 12" Pipe	LF	45	$ 25.00	$ 1,125.00
8	Remove 15" Headwall	EA	1	$ 1,500.00	$ 1,500.00
9	Remove Asphalt	SY	1320	$ 12.00	$ 15,840.00
10	Remove Catch Basin	EA	1	$ 1,000.00	$ 1,000.00
11	Remove Concrete Curb	LF	165	$ 15.00	$ 2,475.00
12	Remove Concrete Sidewalk	SY	180	$ 12.00	$ 2,160.00
13	Remove Stop Bar	LF	32	$ 0.50	$ 16.00
14	Remove Striping	LF	20	$ 0.50	$ 10.00
15	Remove Yield Line	EA	1	$ 250.00	$ 250.00
16	Remove Tree	EA	1	$ 1,000.00	$ 1,000.00
17	Asphalt Surface	Tons	225	$ 175.00	$ 39,375.00
18	Asphalt Milling and Texturing	Tons	225	$ 30.00	$ 6,750.00
19	Asphalt Tack Coat	Tons	1.25	$ 150.00	$ 187.50
20	Concrete Entrance Pavement - 6 In	SY	1125	$ 150.00	$ 168,750.00
21	Sidewalk - 4.5 In.	SY	1700	$ 125.00	$ 212,500.00
22	Detectable Warnings	SF	210	$ 75.00	$ 15,750.00
23	Curb and Gutter	LF	1100	$ 75.00	$ 82,500.00
24	Header Curb	LF	725	$ 75.00	$ 54,375.00
25	Relocate Parking Curbs	EA	14	$ 100.00	$ 1,400.00
26	Curb Inlet	EA	2	$ 9,000.00	$ 18,000.00
27	15" Headwall	EA	1	$ 7,000.00	$ 7,000.00
28	18" Headwall	EA	1	$ 8,500.00	$ 8,500.00
29	15" Storm Pipe	LF	475	$ 125.00	$ 59,375.00
30	18" Storm Pipe	LF	16	$ 150.00	$ 2,400.00
31	18" Storm Junction Box	EA	1	$ 7,500.00	$ 7,500.00
32	2" Conduit	LF	60	$ 25.00	$ 1,500.00
33	24" Stop Bar	LF	175	$ 17.50	$ 3,062.50
34	4" White Striping	LF	800	$ 1.00	$ 800.00
35	6" White Striping	LF	250	$ 2.50	$ 625.00
36	6" Yellow Striping	LF	50	$ 2.50	$ 125.00
37	Right Turn Arrow	EA	1	$ 500.00	$ 500.00

38	Straight Arrow	EA	1	$ 500.00	$ 500.00
39	Crosswalk Striping	LF	1216	$ 15.00	$ 18,240.00
40	Yield Line	LS	2	$ 500.00	$ 1,000.00
41	Temporary Striping?	LF	1000	$ 1.00	$ 1,000.00
42	Ped Heads	EA	4	$ 1,000.00	$ 4,000.00
43	Ped Pedestal	EA	2	$ 8,000.00	$ 16,000.00
44	Ped Push Buttons	EA	6	$ 250.00	$ 1,500.00
45	Pole Base	EA	3	$ 500.00	$ 1,500.00
46	RFB System (Solar - 2 Poles)	LS	1	$ 30,000.00	$ 30,000.00
47	SBM Alum Sheet Signs .080 In	SQFT	36	$ 75.00	$ 2,700.00
48	Mobilization (5%)	LS	1	$ 58,139.55	$ 58,139.55
49	Demobilization (1.5%)	LS	1	$ 17,441.87	$ 17,441.87
50	Payment and Performance Bonds	LS	1	$ 11,627.91	$ 11,627.91
51	Contingency @ 15% of Construction	LS	1	$ 187,500.05	$ 187,500.05
Total Construction Cost					**$ 1,437,500.37**

Attachment C

List of Proposed Property Acquisitions

Attachment C – List of Proposed Property Acquisitions

05/02/2024

#	DESCRIPTION	PROPERTY OWNER	TYPE OF ACQUISITION OR EASEMENT
1	1033 Lane Allen Rd.	Anne Conley	Temporary Easement
2	1029 Lane Allen Rd.	Sarah Bumgardner & Vernon Kash	Temporary Easement
3	1025 Lane Allen Rd.	Eric & Zelda Miller	Temporary Easement
4	899 Lane Allen Rd.	M & T Investment LLC	Temporary Easement
5	897 Lane Allen Rd.	Curt Elliott Bolin	Temporary Easement
6	895 Lane Allen Rd.	Eric Denmark	Temporary Easement
7	893 Lane Allen Rd.	W T & Deborah McClure	Temporary Easement
8	887 Lane Allen Rd.	Lincoln Real Estate Inc.	Temporary Easement
9	885 Lane Allen Rd.	Jerry A. Green	Temporary Easement
10	883 Lane Allen Rd.	Patience D. Watson	Temporary Easement
11	881 Lane Allen Rd.	Ray & Carolyn Austin	Temporary Easement
12	877 Lane Allen Rd.	Julian Waits	Temporary Easement
13	787 Lane Allen Rd.	LFUCG	Temporary Easement
14	783 Lane Allen Rd.	LFUCG	Temporary Easement
15	779 Lane Allen Rd.	LFUCG	Temporary Easement
16	775 Lane Allen Rd.	LFUCG	Temporary Easement
17	771 Lane Allen Rd.	RPDM LLC C/O Russell D Milburn Jr	Temporary Easement
18	767 Lane Allen Rd.	RPDM LLC C/O Russell D Milburn Jr	Temporary Easement
19	763 Lane Allen Rd.	Keith Zafren	Temporary Easement
20	759 Lane Allen Rd.	Karen A. & Fred F. III Roser	Temporary Easement
21	755 Lane Allen Rd.	RPDM LLC	Temporary Easement
22	751 Lane Allen Rd.	RPDM LLC C/O Russell D Milburn Jr	Temporary Easement
23	747 Lane Allen Rd.	LAB LLC	Temporary Easement
24	731 Lane Allen Rd.	Timothy Z. & Dorothy L. Maloney	Temporary Easement
25	719 Lane Allen Rd.	David Lee Powers	Temporary Easement
26	707 Lane Allen Rd.	David L. Powers	Temporary Easement
27	1983/1999 Harrodsburg Rd	J & M Dabit Properties LLC	Temporary Easement

Attachment D

Letter of Match Commitment



Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Linda Gorton
Mayor

May 6, 2024

Kentucky Transportation Cabinet
200 Mero Street, 6th Floor
Frankfort, Kentucky 40622

SUBJECT: Lane Allen Sidewalk Connectivity Project

To whom it may concern,

Please accept this letter as a commitment of local match for the above referenced project in the amount of $319,480, contingent upon the approval of federal funds. The match will come from Lexington-Fayette Urban County Government's FY 2026 General Fund, pending Council approval.

Sincerely,

Linda Gorton

Linda Gorton
Mayor

Attachment E

Open OLP Projects List

Attachment E - Open OLP Project List

05/03/2024

TITLE	PROGRAM	GRANT #	PHASE	COMPLETION
Alumni Drive SUP	TAP	SC-628-2300000532	D	Dec-26
Armstrong Mill Sidewalks	TAP & CMAQ	PO2-628-1700004143	DR	Jun-24
Clays Mill Road	CMAQ	P02-625-1500002693	C	Dec-24
Citation Trail Phase II	TAP	SC-628-1700004156	R	Sep-25
Mercer and Greendale Intersection	CMAQ	PO2-628-1800001345	DRC	Dec-25
Mt. Tabor Road Multimodal Improvements	CMAQ	P02-628-2000001985	DRC	Dec-24
Rosemont Garden Sidewalk	TAP	PO2-628-1700004171	DRC	Dec-24
Squires Road Sidewalk	CMAQ	PO2-628-1600003546	DRUC	Dec-24
Town Branch Commons	CMAQ	PO2-628-1600005544	DRU	Sep-24
Town Branch Trail Crossing	CMAQ	PO2-628-1500004792	DRC	Dec-24
Town Branch III	TE	PO2-628-1200004353	DRC	Dec-24
Town Branch Trail Phase IV	CMAQ	PO2-628-1500003706	DRUC	Dec-24
Town Branch Trail Phase V	CMAQ	PO2-628-1500003706	DRUC	Dec-24
Town Branch Trail Phase VI	CMAQ	PO2-628-1500003706	D	Apr-24
Turn Lanes at Manchester & Forbes	CMAQ	SC-628-17000002506	DC	Dec-24
West Loudon Avenue Streetscape	TAP	PO2-628-1600001801	D	Dec-24
Wilson Downing Sidewalks	CMAQ	SC-628-1700004178	DRC	Dec-24

Attachment F

Person in Responsible Charge

R-231-2022

C-104-2022

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Jake Stephens, P.E.	Position with RECIPIENT: Municipal Engineer Senior
E-mail: jstephens@lexingtonky.gov	Phone: 859 258-3478
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Linda Gorton — 10/10/2022

Linda Gorton, Mayor — Date

R-281-2024
Contract #136-2024

copy in lieu of original

LEXINGTON

Harrodsburg Rd. Trail (Phase I)
Lexington, KY

2024 Transportation Alternatives Program (TAP) Application

May 2024

Harrodsburg Rd. Trail (Phase I)

2024 Transportation Alternatives Program (TAP) Application

Table of Contents

TAP Application	8 Pages
Attachment A – Location Map	2 Pages (Including Cover)
Attachment B – Detailed Engineer's Estimate	4 Pages (Including Cover)
Attachment C – List of Proposed Property Acquisitions	2 Pages (Including Cover)
Attachment D – Letter of Match Commitment	2 Pages (Including Cover)
Attachment E – LFUCG Open OLP Projects List	2 Pages (Including Cover)
Attachment F – Person in Responsible Charge	2 Pages (Including Cover)

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

IMPORTANT: *Before completing this form, read the TC 20-36 Instructions available in the KYTC Forms Library as a PDF file. Follow these directions carefully. Applications submitted with missing or incomplete information will be returned for corrections.*

SECTION 1: APPLICANT INFORMATION

PROJECT COUNTY	PROJECT CITY	HIGHWAY DISTRICT
Fayette	Lexington	7

PROJECT TITLE
Harrodsburg Rd. Trail (Phase I)

SPONSOR NAME
Lexington-Fayette Urban County Government

ADDRESS
200 E Main St.

CITY	ZIP	PHONE	POPULATION
Lexington	40507	859.425.2255	321,000

APPLICATION CONTACT	PHONE	EMAIL
Thomas Clements	859.258.3416	tclements@lexingtonky.gov

UNIQUE ENTITY IDENTIFIER (UEI) # *(all applicants must be registered in the federal System for Award Management (SAM) before applying for funding. Please indicate the UEI assigned upon completion of registration.)*
VM1GLHWZXA96

SAI Number [*(KY) (State Applicant Identifier number which is provided upon submitting an Application for Federal Assistance (Form 424) with the Kentucky State Clearinghouse. To obtain this information, access* http://kydlgweb.ky.gov/FederalGrants/16_eClearinghouse.cfm*]* ****Use ALN (formerly CFDA) #20.205***

KY202302100184

If requesting SRTS Projects, complete the information below for all elementary and middle schools within a 2-mile radius of the project location. For non-infrastructure projects, list the affected schools.

☐ Infrastructure ☐ Non-Infrastructure

SCHOOL NAME	GRADE RANGE	TOTAL STUDENT POPULATION	TOTAL STUDENTS LIVING WITHIN 2 MILES OF SCHOOL	CURRENT # OF STUDENTS WALKING/BIKING TO SCHOOL

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 2: PROJECT CATEGORY

INSTRUCTION: All Transportation Alternatives projects must have a **surface transportation relationship** and fall under one or more of the following eligible activities. For the activity that most fits your project, check **ONE** of the boxes below.

- [x] On- or off-road facilities for pedestrian, bike, or other non-motorized forms of transportation
- [ ] Safe routes for non-drivers
- [ ] Conversion of abandoned rail corridors for bicycle/pedestrian trails
- [ ] Construction of turnouts, overlooks, and viewing areas
- [ ] Community improvement activities:
  - a. Inventory, control, or removal of outdoor advertising
  - b. Historic preservation and rehabilitation of historic transportation facilities
  - c. Vegetation management practices in transportation rights of way to improve roadway safety, prevent against invasive species, and provide erosion control
  - d. Archaeological activities relating to impacts from implementation of a transportation project under Title 23
- [ ] Environmental mitigation including pollution prevention and pollution abatement activities and mitigation to:
  - a. Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in Title 23 Section 133(b)(11) , Section 328(a), and Section 329
  - b. Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats
- [ ] Planning, designing, or constructing boulevards
- [ ] Safe Routes to School (SRTS) 80/20 match

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION

In this section, provide infrastructure improvements to include a detailed project description, location, and right of way information. Use additional copies of these pages as needed.

INFRASTRUCTURE IMPROVEMENTS

LOCATION	
Harrodsburg Rd. from Man O'War Blvd. to Dogwood Trace/Overlake Blvd.	Is this a state road? ☒ Yes ☐ No

TYPE OF IMPROVEMENT
Shared Use Path

BEGINNING POINT *(specifically)*	**STREET NAME/INTERSECTION/ADDRESS**	**MILE POINT** *(Required)*
Existing Sidewalk	Harrodsburg Rd. & Man O'War Blvd.	1.67
ENDING POINT *(specifically)*	**STREET NAME/INTERSECTION/ADDRESS**	**MILE POINT** *(Required)*
Existing Sidewalk	Harrodsburg Rd. & Dogwood Trace/Overlake Blvd	0.27
TOTAL LENGTH *(if applicable)*	**SIDE OF STREET/DIRECTION** *(if applicable) (Use N/S/E/W.)*	**WIDTH** *(if applicable)*
1.4 miles	Northwest	8 - 12 ft.

Use the space below to provide additional detailed information, to include side of road, direction, and any other relevant information.

The Lexington Area MPO plans to provide a bike/pedestrian connection between Wilmore and Lexington primarily utilizing the existing right-of-way along US 68. Approximately 2.75 miles of shared use path has been constructed along this route.

This application is for right-of-way and construction funding for Phase I of the Harrodsburg Road Trail project. The Harrodsburg Road Trail project will provide an 8-12 ft. wide shared use path from the existing shared use path at Beaumont Centre Pkwy. to the sidewalk on the north side of Dogwood Trace/Overlake Blvd. The design of this project was funded via the America Rescue Plan Act (ARPA) and is anticipated to be complete in 2024. Phase I of the project runs along Harrodsburg Rd. from Dogwood Trace/Overlake Blvd. to Man O'War Blvd.

In the short term, this project will provide a valuable connection between neighborhoods and businesses along the corridor. Longer term, this will become a segment of the larger trail connecting Lexington and Wilmore, per the Lexington Area MPO Bicycle & Pedestrian Master Plan.

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION *(cont.)*

TRAFFIC CONTROL MEASURES

Describe traffic control measures requested to include signs, signals, roadway markings, crosswalks, school zones, and any other relevant information.

This project will include changes to the signs, signals, pavement markings, and crossings at the intersections on the northwest side of Harrodsburg Rd. between Man O'War Blvd. and Dogwood Trace/Overlake Blvd.

Proposed modification will follow the guidelines set forth in AASHTO's Guide for the Development of Bicycle Facilities, AASHTO's Roadside Design Guide, FHWA's Small Town and Rural Multimodal Networks guidance on Sidepaths, and the Manual on Uniform Traffic Control Devices.

RIGHT OF WAY

If the project is awarded funding, the applicant will be required to provide proof of public right of way OR as a federally funded transportation project, it must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Uniform Act only allows you to identify the properties for initial design and budgeting. You CANNOT begin acquisitions or approach property owners until the Environmental Analysis is complete and you are given an Official Order to begin right of way acquisition. This applies to all acquisitions, including donations.

☐ Yes	☒ No	Does sufficient public right of way exist to build this project?
☒ Yes	☐ No	Have you identified properties potentially affected by this project?
☒ Yes	☐ No	Have you budgeted funding for both the processing and fair market value of each property?

If the applicant is required to acquire property or easements, list the properties, property owners, and type of acquisition or easement.

#	DESCRIPTION	PROPERTY OWNER	TYPE OF ACQUISITION OR EASEMENT
1.	See Attachement C		
2.			
3.			
4.			
5.			

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 3: PROJECT DESCRIPTION *(cont.)*

MAINTENANCE PLAN

Describe how the completed project will be maintained for public use. Include plans for income generated after completion. If the project sponsor has a Maintenance Policy in place, provide a copy and explain where this project will be included in that plan. If no policy exists, provide a description of how this project will be maintained.

Landscaping maintenance, mowing, and trash removal will be performed by the LFUCG Division of Environmental Services. The pavement, markings, and signs will be maintained by the LFUCG Division of Streets and Roads with assistance from the LFUCG Division of Traffic Engineering.

SECTION 4: PROJECT READINESS

PROJECT SCHEDULE

List each phase of the proposed project and provide an approximate completion date.

PHASE TYPE	PROJECT PHASE DESCRIPTION	APPROXIMATE COMPLETION TIME IN MONTHS
Design	Prelim. plans complete, final plans expected in Fall 2024.	4
Right of Way	Plan to begin right-of-way acquisition in 2025.	8
Utilities	Plan to begin utility relocation in 2025.	8
Construction	Plan to begin construction in 2026.	16

What level of engineering/design has been completed for this project? Include any barriers to technical feasibility.

Preliminary plans have been prepared. No issues have been identified which would make this project technically infeasible.

List any open Office of Local Program projects, including TA, SRTS, and CMAQ, currently held by the project sponsor.

PROJECT	PHASE	ESTIMATED COMPLETION DATE
See Attachment E		

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 5: TOTAL PROJECT COST *(includes match)*

IMPORTANT: The Office of Local Programs uses the cost estimate to determine the amount of funding; therefore, the estimate for each phase of the project must be as accurate as possible. To find out more information about cost estimates, consult the Local Public Agency (LPA) Guide .

PHASE	COST
Preliminary Engineering/Design (PE & FINAL)	
Right of Way (ROW)	$155,000.00
Utilities	$100,000.00
Construction	$2,180,000.00
Construction Engineering/Inspection	$65,000.00
Contingency (10%)	$250,000.00
TOTAL PROJECT COST - 100% including match	**$2,750,000.00**
TOTAL FEDERAL FUNDS REQUESTED – 80% Federal Funding	$2,200,000.00
LOCAL PUBLIC AGENCY (LPA) MATCH	

TAP projects require a 20% match. KYTC will only accept cash or property dedicated to the project as match.

ITEM	AMOUNT
Cash (preferred)	$550,000.00
Property	
TOTAL MATCH PROVIDED	**$550,000.00**

FINANCIAL FEASIBILITY

Will the funds requested in this application fully fund the project? ☒ Yes ☐ No

If no, provide the gap amount and how the difference will be covered.

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT

Does the LPA have a Master Bike/Pedestrian Plan? ☒ Yes ☐ No

Is it on file with KYTC? ☒ Yes ☐ No

(If no, provide copy with application.)

Is this part of a local or regional growth, sustainability, or economic development plan? If yes, please provide a copy with the application. ☐ Yes ☒ No

List all neighborhood retail and essential services located within a ½-mile radius of your project.

SERVICE	# OF ESTABLISHMENTS
Community /Civic Center/Library/Social Service	3
Child Care	2
Grocery Store/Farmers Market	1
Park/Playground	1
Laundry/Dry Cleaner	1
Restaurants/Retail/Entertainment	27
Medical Office/Pharmacy	14
Police or Fire Station	1
Other *(Please specify.)*:	

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT *(cont.)*

ECONOMIC DEVELOPMENT

To what extent will the project facilitate economic development in the community? Your response must include statistical data to support stated impacts.

Property values for all types zoning have seen increased value as the result of the completion of trail projects. A study from the National Association of Realtors states that living near trails and greenways will likely increase your property value an average of 3-5% and sometimes as high as 15%. Trails have also been shown to increase the frequency and amounts of spending for businesses located along their routes.

ACCESSIBILITY/EQUITY

To what extent will the project improve mobility for disadvantaged populations to include the elderly, disabled, minorities, and low-income residents? Your response must include statistical data to support stated impacts.

The existing Lextran Bus Routes do not extend south of Man O' War Blvd. on Harrodsburg Rd. This project will extend the reach of the transit system by providing a 1.4 mile multimodal connection south of Man O'War. Phase II of the project will connect to a disadvantaged census tract (Census Tract 30).

ENVIRONMENT

Describe how the project improves non-motorized connectivity. Does the project reduce VMT (Vehicle Miles Traveled), particulate matter, and/or greenhouse gas emissions?

There are currently no facilities for non-motorized travel on the corridor. This project will provide a safe multi-modal shared use path for walking and biking connecting the residents along the corridor to the goods and services located along the path. US 68 adjacent to the project corridor has an ADT of approximately 32,000. Fayette County has an average bicycle mode share of 1% and walk mode share of 3% this project would reduce ADT by 1,280 vehicles per day.

CULTURAL, HISTORIC, & ARCHAEOLOGICAL RESOURCES

Is the area or part of the area of the project eligible to be listed in the National Register of Historic Places?
☐ Yes ☒ No *(If yes, attach the National Register nomination form with the application.)*

Will there be any earth disturbance associated with this project? ☒ Yes ☐ No *(If yes, completion of an archaeological survey prior to the beginning of the project may be required.)*

SAFETY

How does the project improve motorized safety, and does it address specific safety issues? Your response must include statistical data to support stated impacts.

The project includes new or improved intersection crossings for people walking and biking at 5 intersection locations along the corridor. These improvements include high-visibility crosswalks, lighting, and sign and pavement markings. These are proven counter measures to improve multi-lane roadway crossings where vehicle volumes are in excess of 10,000 ADT. There are currently no connected pedestrian or bicycle facilities forcing people who bike or walk to use the roadway. The safety improvements from this project for non-motorized users decreases the chance of a collision by 65-89% according to FHWA proven safety counter measures for biking and walking.

2023 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

SECTION 6: CONNECTIVITY/PROJECT IMPACT/COMMUNITY SUPPORT *(cont.)*

COMMUNITY SUPPORT

Describe how the local community has been involved in the planning process and list key stakeholders who are participating. Include all opposition to the project and describe how it is being negotiated. List all local government entities, contacts, and civic groups that have been involved in the development of the project.

The Lexington Area MPO Bicycle and Pedestrian Master plan identifies this as a project for implementation. Community outreach during the development of the plan included an advisory committee comprised of representatives from Fayette and Jessamine County, project website, public comment forms, on-line interactive outreach map to identify safety concerns and project locations, focus groups, and public review of the final draft. The plan was adopted by the Transportation Policy Committee, Fayette County Planning Commission, City of Nicholasville, and Jessamine County Fiscal Court. The project team also coordinated closely with other planning processes, such as the Lexington Parks and Recreation Master Plan and the On the Table event for the Fayette County Comprehensive Land Use Plan. The On the Table event received more than 10,000 responses and the most requested item for transportation was for more shared use trails and better connectivity of those trails.

SECTION 7: LOCAL PUBLIC AGENCY (LPA) ACKNOWLEDGEMENT

By submitting this application the applicant acknowledges, if selected for funding, the project will follow all requirements outlined in this application, the KTYC Local Public Agency Guide, Memorandum of Agreement, and all applicable federal and state laws and regulations. The applicant further acknowledges failure to follow these requirements or complete the project in the allotted time may result in cancellation of the project and repayment of federal funds.

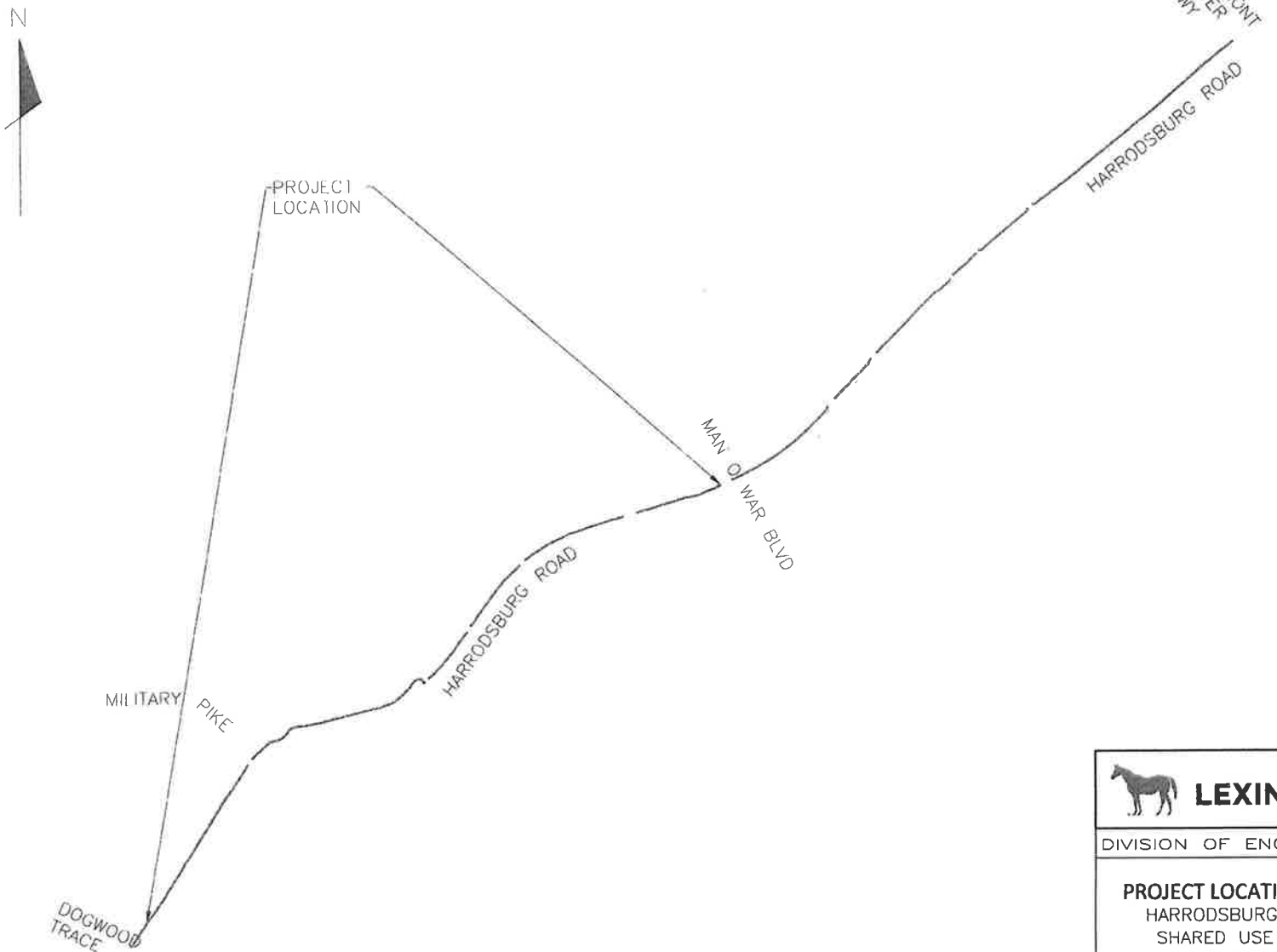
Linda Gorton
Authorized Signature of LPA Sponsor

Date

Reminder: *Attach all required documents as listed in the TC 20-36 Instructions.*

Attachment A

Location Map



LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
HARRODSBURG ROAD
SHARED USE PATH
PHASE 1

05/06/2024
DATE

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

G:\ENGDATA\TECDESIG\LOCKHART\Land Projects 2024\Harrodsburg Road Multi Use Path Phase 1 05062024.dwg, 5/6/2024 10:55:07 AM, KONICA MINOLTA C368SeriesPS

Attachment B

Detailed Engineer's Estimate

Attachment B – Detailed Engineer's Estimate

5/7/2024

ROW Estimate

Parcel Address	Temp. Const. Easement	Permanent Easement	Damages	Parcel Total
4235 Harrodsburg Rd.	$30,000.00	$0.00	$0.00	$30,000.00
2535 Overlake Blvd.	$40,000.00	$35,000.00	$20,000.00	$95,000.00
			Subtotal	$125,000.00
			Recording Fees	$250.00
			Appraisals	$8,750.00
			Consultant Fee	$21,000.00
			Total ROW Cost	**$155,000.00**

Construction Estimate

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Maintaining Traffic	LS	1	$ 105,000.00	$ 105,000.00
2	Clearing and Grubbing	LS	1	$ 100,000.00	$ 100,000.00
3	Remove Sidewalk (MOW to Palomar)	SY	1875	$ 20.00	$ 37,500.00
4	Construction Staking	LS	1	$ 50,000.00	$ 50,000.00
5	Earthwork	LS	1	$ 235,000.00	$ 235,000.00
6	DGA (8" Deep)	TON	4700	$ 40.00	$ 188,000.00
7	Asphalt Base (3 1/2 In. Deep)	TON	2000	$ 250.00	$ 500,000.00
8	Asphalt Surface (1 1/2 In. Deep)	TON	900	$ 225.00	$ 202,500.00
9	Asphalt Tack Coat	TON	5	$ 500.00	$ 2,500.00
10	Sidewalk - 4.5 In.	SQYD	100	$ 125.00	$ 12,500.00
11	Concrete for Ramps/Connections - 4.5 In.	SQYD	300	$ 100.00	$ 30,000.00
12	Detectable Warnings	SQFT	50	$ 150.00	$ 7,500.00
13	18" Standard Header Curb	LF	200	$ 100.00	$ 20,000.00
14	Erosion and Sediment Control	LS	1	$ 100,000.00	$ 100,000.00
15	Seeding and Protection	SQYD	17000	$ 3.00	$ 51,000.00
16	Remove Guardrail	LF	20	$ 15.00	$ 300.00
17	Guardrail - Steel W Beam S-Face	LF	30	$ 75.00	$ 2,250.00
18	Guardrail End Treatment Type 1	EA	2	$ 300.00	$ 600.00
19	Remove 18" Headwall	EA	1	$ 1,000.00	$ 1,000.00
20	Pipe Culvert Headwall - 18 In.	EA	1	$ 2,000.00	$ 2,000.00
21	Storm Sewer Pipe - 18 In.	LF	8	$ 200.00	$ 1,600.00
22	Remove 30" Headwall	EA	1	$ 1,250.00	$ 1,250.00
23	Pipe Culvert Headwall - 30 In.	EA	1	$ 3,000.00	$ 3,000.00
24	Storm Manhole	EA	3	$ 10,000.00	$ 30,000.00
25	Storm Sewer Pipe - 30 In.	LF	30	$ 300.00	$ 9,000.00
26	Remove 24" Headwall	EA	1	$ 1,250.00	$ 1,250.00
27	Pipe Culvert Headwall - 24 In.	EA	1	$ 2,500.00	$ 2,500.00
28	Storm Sewer Pipe - 24 In.	LF	30	$ 250.00	$ 7,500.00
29	Remove Perforated Pipe Headwall	EA	2	$ 500.00	$ 1,000.00
30	Perforated Pipe Headwall - 8 In.	EA	2	$ 1,000.00	$ 2,000.00
31	Perforated Pipe - 8 In.	LF	60	$ 40.00	$ 2,400.00
32	Rip Rap Channel Lining	TON	5	$ 150.00	$ 750.00
33	Adjust Storm Sewer Manhole	EA	2	$ 1,000.00	$ 2,000.00
34	Adjust Sanitary Sewer Manhole	EA	5	$ 1,000.00	$ 5,000.00
35	Thermo - 12' Wide Crosswalk	LF	750	$ 15.00	$ 11,250.00
36	Thermo - Stop Bar - 24 Inch.	LF	200	$ 20.00	$ 4,000.00
37	Thermo - Arrow	EA	1	$ 500.00	$ 500.00

38	Perm Paint - 4" Yellow Dashed	LF	2250	$ 2.50	$ 5,625.00
39	Trail Signage	LS	1	$ 10,000.00	$ 10,000.00
40	Trees	EA	50	$ 2,000.00	$ 100,000.00
41	Bushes	EA	25	$ 500.00	$ 12,500.00
42	Flowers	EA	10	$ 150.00	$ 1,500.00
43	Pedestrian Signal	EA	4	$ 10,000.00	$ 40,000.00
44	Adjust Intersection Timing	EA	2	$ 2,500.00	$ 5,000.00
45	Conduit-2 In.	LF	1500	$ 25.00	$ 37,500.00
46	Electrical Junction Box Type B	EA	25	$ 1,500.00	$ 37,500.00
47	Light Pole Base	EA	15	$ 1,750.00	$ 26,250.00
48	Utility Coordination	LS	1	$ 10,000.00	$ 10,000.00
49	Mobilization (5%)	LS	1	$ 100,950.00	$ 100,950.00
50	Demobilization (1.5%)	LS	1	$ 30,285.00	$ 30,285.00
51	Payment and Performance Bonds	LS	1	$ 30,285.00	$ 30,285.00
Total Construction Cost (Rounded to Nearest $1,000)					**$ 2,180,000.00**

Attachment C

List of Proposed Property Acquisitions

Attachment C – List of Proposed Property Acquisitions

05/06/24

DESCRIPTION	PROPERTY OWNER	TYPE OF ACQUISITION OR EASEMENT
4235 Harrodsburg Rd. Lexington KY 40513	JN Harrodsburg LLC	Temporary Easement
2535 Overlake Blvd. Lexington KY 40513	Firebrook Homeowners Association Inc	Permanent & Temporary Easement

Attachment D

Letter of Match Commitment



Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Linda Gorton
Mayor

May 6, 2024

Office of Local Programs:
Kentucky Transportation Cabinet
200 Mero Street, 6th Floor
Frankfort, Kentucky 40622

SUBJECT: Harrodsburg Road Trail – Phase I

To whom it may concern:

Please accept this letter as a commitment of local match for the above referenced project in the amount of $550,000, contingent upon the approval of federal funds. The match will come from Lexington-Fayette Urban County Government's FY 2026 General Fund, pending Council approval.

Sincerely,

Linda Gorton

Linda Gorton
Mayor

Attachment E

Open OLP Projects List

Attachment E - Open OLP Project List

05/03/2024

TITLE	PROGRAM	GRANT #	PHASE	COMPLETION
Alumni Drive SUP	TAP	SC-628-2300000532	D	Dec-26
Armstrong Mill Sidewalks	TAP & CMAQ	PO2-628-1700004143	DR	Jun-24
Clays Mill Road	CMAQ	P02-625-1500002693	C	Dec-24
Citation Trail Phase II	TAP	SC-628-1700004156	R	Sep-25
Mercer and Greendale Intersection	CMAQ	PO2-628-1800001345	DRC	Dec-25
Mt. Tabor Road Multimodal Improvements	CMAQ	P02-628-2000001985	DRC	Dec-24
Rosemont Garden Sidewalk	TAP	PO2-628-1700004171	DRC	Dec-24
Squires Road Sidewalk	CMAQ	PO2-628-1600003546	DRUC	Dec-24
Town Branch Commons	CMAQ	PO2-628-1600005544	DRU	Sep-24
Town Branch Trail Crossing	CMAQ	PO2-628-1500004792	DRC	Dec-24
Town Branch III	TE	PO2-628-1200004353	DRC	Dec-24
Town Branch Trail Phase IV	CMAQ	PO2-628-1500003706	DRUC	Dec-24
Town Branch Trail Phase V	CMAQ	PO2-628-1500003706	DRUC	Dec-24
Town Branch Trail Phase VI	CMAQ	PO2-628-1500003706	D	Apr-24
Turn Lanes at Manchester & Forbes	CMAQ	SC-628-17000002506	DC	Dec-24
West Loudon Avenue Streetscape	TAP	PO2-628-1600001801	D	Dec-24
Wilson Downing Sidewalks	CMAQ	SC-628-1700004178	DRC	Dec-24

Attachment F

Person in Responsible Charge

PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Thomas Clements	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: tclements@lexingtonky.gov	Phone: 859-258-3416
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit this form within 7 days of the change.

Linda Gorton

Mayor or CJE Date