

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, November 19, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

- a [1174-24](#) Table of Motions: Council Work Session, November 12, 2024

Attachments: [TOM 111224](#)

IV. Budget Amendments**V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****IX. Communications From the Mayor - Procurements****X. Continuing Business/ Presentations**

- a [1177-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Lyric Theatre and Cultural Arts Center Corporation (\$1,000.00); the Lexington History Museum, Inc. (\$3,590.12); Fredrick Douglas High School Cheerleaders Booster Club Corp. (\$1,000.00); and Sisters Rd. To Freedom, Inc. (\$800.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [NDF List 11.19.24](#)

[RESO 1177-24 NDF List 11-19-2024 4860-4473-1389 v.1.docx](#)

[R-597-2024](#)

[Contract #328-2024 - Sisters Road to Freedom](#)

- b [1173-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds to LFUCG Div. of Parks and Recreation (\$10,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$90,000.00); the Lexington History

Museum, Inc. (\$3,329.88); Lexington Housing for the Handicapped, Inc. (\$5,000.00); Arbor Youth Services, Inc. (\$11,768.22); Total Grace Family Resource Center, Inc. (\$38,000.00); Lyric Theatre and Cultural Arts Center Corporation (\$13,000.00); and Bluegrass Youth Ballet, Inc. (\$1,233.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [Capital List 11.19.24](#)
[Reso 1173-24 Council Capital \(11-19-24\) 4866-6437-7597 v.1.docx](#)
[R-598-2024](#)
[Contract #327-2024 -Total Grace Resource](#)
[Contract #327-2024 -Arbor Youth Services](#)
[Contract #327-2024 - Lexington History Museum](#)

- c [1175-24](#) Summary: Budget, Finance, and Economic Development Committee, September 24, 2024

Attachments: [9-24-24 Meeting Summary](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a **1106-24** A Resolution authorizing the Div. of Streets and Roads to purchase snowplow parts from J. Edinger and Sons, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with J. Edinger and Sons, related to the procurement. [Div. of Streets and Roads, Allen]
- Attachments:** [J Edinger FY2025 memo](#)
 [J Edinger FY2025 Memo.doc](#)
 [1106-24 J Edinger Sole Source 4886-3477-1449 v.1.docx](#)
 [R-599-2024](#)
- b **1115-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Grant of temporary easement with the Ky. Transportation Cabinet (KYTC), Granting two (2) temporary easements on Jacobson Park for the construction of a new park entrance and a bicycle and pedestrian paved trail, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]
- Attachments:** [KYTC Jacobson Park Easements Memo Signed](#)
 [KYTC Jacobson Park Easements- Grant of Temporary Easement](#)
 [KYTC Jacobson Park Easements Letter](#)
 [KYTC Jacobson Park Easements Maps](#)
 [KYTC Jacobson Park Easements Minor Acquisition Review](#)
 [KYTC Jacobson Park Easements MOU](#)
 [KYTC Jacobson Park Easements Notice of Proposed Acquisition](#)
 [RESO 1115-24 Temp. Easements Jacobson Park 4869-8704-1274 v.1.docx](#)
 [R-596-2024](#)
- c **1122-24** A Resolution establishing Bobcat Enterprises as a sole source provider for performing out of warranty repairs and providing replacement parts for Bobcat manufactured equipment, for the Div. of Facilities and Fleet Management and authorizing the Mayor or designee, on behalf of the Urban County Government, to execute any necessary Agreements with Bobcat Enterprises related to the procurement of these goods and services. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: [Bobcat Enterprises -Sole Source-2024 Memo](#)
[Bobcat Enterprises 2024 SOLE SOURCE CERTIFICATION FORM](#)
[RESO1122-24 Reso Establishing Bobcat Ent as a Sole Source Provider for O](#)
[R-600-2024](#)

- d** **1123-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to 1000 Delaware, LLC, for a Stormwater Quality Project, at a cost not to exceed \$13,966. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[FY25 Class BI - 1000 Delaware - Council Map full](#)
[FY25 Class BI - 1000 Delaware, LLC \(Feasibility\) GAA signed by Grantee](#)
[1123-24- 1000 Delaware LLC Class B Infrastructure Incentive Grant 4866-429](#)
[R-601-2024](#)
[Contract #370-2024](#)

- e** **1125-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Clerk, establishing the number of deputies and assistants allowed to the County Clerk and their respective compensation, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. [Dept. of Finance, Hensley]

Attachments: [Memo CY25 GTO Fayette County Clerk](#)
[CY25 Fayette Co Clerk GTO](#)
[1125-24- GTO for County Clerk 4864-6715-0845 v.1.docx](#)
[R-602-2024](#)
[Contract #352-2024](#)

- f** **1127-24** An Ordinance amending the authorized strength by extending the term of one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, through February 28, 2025, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0028](#)
[Police Memo](#)
[ORD 1127-24 Extend Behavioral Health and Wellness Coordinator 4870-5934](#)
[O-133-2024](#)

- g** **1128-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Transamerica Life Insurance Co. for the Voluntary Whole Life Plan

for all Lexington-Fayette Urban County Government employees, at no cost to the Urban County Government. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0024](#)
[Transamerica - New Agreement 2025](#)
[1128-24- Transamerica Life Insurance Renewal 4870-0501-7336 v.1.docx](#)
[R-603-2024](#)
[Contract #358-2024](#)
[Contract #358-2024 \(2\)](#)

- h** **1129-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Sullivan University, offering a 15% tuition discount on evening and online classes for full-time Lexington-Fayette Urban County Government employees, their spouses and dependents, at no cost to the Urban County Government. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0027](#)
[Sullivan University MOU](#)
[RESO 1129-24 \(Sullivan Tuition Discount Agreement\) 4870-8234-8536 v.1.doc](#)
[R-604-2024](#)
[Contract #338-2024](#)

- i** **1130-24** An Ordinance providing a one-time supplement payment for full-time non-bargaining employees included in the unified pay plan, the Council Administrator, two (2) Police and Fire Pension Benefits Specialists, Police Chief, and Fire Chief, as follows: a one thousand dollar (\$1,000) payment for eligible employees making seventy-five thousand dollars (\$75,000) or less per year; a seven hundred and fifty dollar (\$750) payment for eligible employees making more than seventy-five thousand dollars (\$75,000) but less than or equal to one hundred thousand dollars (\$100,000) per year; a five hundred dollar (\$500) payment for eligible employees making more than one hundred thousand dollars (\$100,000) but less than or equal to one hundred and twenty-five thousand dollars (\$125,000) per year; and a two hundred and fifty dollar (\$250) payment to eligible employees making more than one hundred and twenty five thousand dollars (\$125,000) per year, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0030](#)
[ORD 1130-24 - One-Time Supplement Payment for Full-Time Non-Bargaining](#)
[O-131-2024](#)

- j** **1138-24** A Resolution authorizing and directing the Mayor, on behalf of the

Urban County Government, to execute an Agreement with Central Bank Center and Levy Catering, for the Police Awards Banquet. [Div. of Police, Weathers]

Attachments: [Cover Memo - 2025 Police Awards Banquet.pdf](#)
[2025 Central Bank Center License Agreement.pdf](#)
[2025 Levy Catering Agreement.pdf](#)
[1138-24 police awards 4874-9048-2428 v.1.doc](#)
[R-605-2024](#)
[Contract #339-2024](#)

- k** **1140-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with ReadyOp, for software at a cost not to exceed \$19,500. [Div. of Emergency Management, Larkin]

Attachments: [ReadyOp Blue Sheet Template](#)
[ReadyOp Solutions Service Agreement - Lexington](#)
[Lexington EM ReadyOp Quote 2024](#)
[1140-24 readyop 4888-1398-3228 v.1.doc](#)
[R-606-2024](#)

- I** **1141-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Megan Magsam, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Attachments: [25- Blue Sheet Memo VOCA Magsam](#)
[Magsam - Forensic Nursing Advocacy Agreement](#)
[1141-24 nurse m magsam 4869-3237-8364 v.1.doc](#)
[R-607-2024](#)
[Contract #355-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1174-24

File ID: 1174-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/14/2024

File Name: Table of Motions: Council Work Session, November
12, 2024

Final Action: 11/19/2024

Title: Table of Motions: Council Work Session, November 12, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 111224

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved				Pass

Text of Legislative File 1174-24

Title

Table of Motions: Council Work Session, November 12, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
November 12, 2024**

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

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

Motion by Fogle to approve the November 14, 2024 Council Meeting Docket, as amended. Seconded by Plomin. Motion passed without dissent.

Motion by Sheehan to place on the docket for the November 14, 2024, Council Meeting, a Resolution amending and replacing Resolution No. 391-2024 to accept the supplemental grant of \$1,281,696.00 in federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the replacement of chemical disinfection equipment at the waste water treatment plants with UV disinfection equipment, the acceptance of which does not obligate the Urban County Government to the expenditure of funds; to approve the Amended and Restated Supplemental Grant Agreement; to authorize the amendment of the Lexington-Fayette Urban County Government's annual budget, and to authorize a representative to sign all related documents. Seconded by Reynolds. Motion passed without dissent.

Motion by Baxter to place on the docket for the November 14, 2024, Council Meeting, an Ordinance directing the Lexington-Fayette Urban County Council Clerk to enter the Fayette County Board of Election's certification of the results from the November 5, 2024 referendum regarding the establishment of a dedicated park fund to be financed by an additional tax levy on all taxable real property, into the records of the Lexington-Fayette Urban County Government. Seconded by Wu. Motion passed without dissent.

Mayor Gorton declared the Public Hearing for Urban Service Changes, open. There was no public comment. The hearing was declared closed.

- III. Approval of Summary

Motion by Gray to approve the October 29, 2024 Work Session Summary. Seconded by Sheehan. Motion passed without dissent.

- IV. Budget Amendments

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

- V. Budget Adjustments – For Information Only

VI. New Business

Motion by Gray to approve New Business. Seconded by Baxter. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Fogle to approve Communications from the Mayor - Appointments. Seconded by Plomin. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Gray to approve Communications from the Mayor - Donations. Seconded by Sevigny. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Plomin to approve Communications from the Mayor - Procurements. Seconded by Lynch. Motion passed without dissent

X. Continuing Business/Presentations

Motion by Baxter to approve Council Capital Projects, as amended. Seconded by Fogle. Motion passed without dissent.

Motion by Sheehan to amend the Council Capital Project list to add an allocation to the Division of Parks and Recreation, in the amount of \$7,308.83, for construction of drainage devices at Lansdowne Merrick Park, located near the property line of 920 Montavesta Circle. Seconded by Plomin. Motion passed without dissent.

Council Member Reynolds provided a summary of the October 8, 2024 Social Services & Public Safety Committee.

Motion by Reynolds to approve the Gun Violence Task Force Report-Out recommendations as presented to committee and included in the committee packet. Seconded by Baxter. Motion passed without dissent.

XI. Council Reports

Motion by Baxter to refer to the Budget, Finance and Economic Development Committee, a presentation in early 2025 on the policy and procedures of the park tax. Seconded by Sheehan. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:53 p.m. Seconded by Reynolds. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1177-24

File ID: 1177-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 328-2024

In Control: Urban County
Council

File Created: 11/14/2024

File Name: NDF List 11/19/24

Final Action: 11/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Lyric Theatre and Cultural Arts Center Corporation (\$1,000.00); the Lexington History Museum, Inc. (\$3,590.12); Fredrick Douglas High School Cheerleaders Booster Club Corp. (\$1,000.00); and Sisters Rd. To Freedom, Inc. (\$800.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Cheerleaders, Lyric Theatre, Lexington History Museum stamped and filed in the CCO.
11/26/2024. MS

Sisters Road to Freedom stamped and filed in the CCO 12/5/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: NDF List 11.19.24, RESO 1177-24 NDF List
11-19-2024 4860-4473-1389 v.1.docx, R-597-2024,
Contract #328-2024 - Sisters Road to Freedom

Enactment Number: R-597-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1177-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Lyric Theatre and Cultural Arts Center Corporation (\$1,000.00); the Lexington History Museum, Inc. (\$3,590.12); Fredrick Douglas High School Cheerleaders Booster Club Corp. (\$1,000.00); and Sisters Rd. To Freedom, Inc. (\$800.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

The Lyric Theatre & Cultural Arts Center

Christian Adair

300 E. Third St.

Lexington, KY 40508

Purpose:

To be used towards compensation of presenters, content creation, refreshments, and facility costs for School Daze Gospel Explosion

Amount:

\$ 1,000.00

Organization:

Lexington History Museum

Amanda Higgins

PO Box 748

Lexington, KY 40588

Purpose:

For exterior signage updates, security cameras, and outdoor lighting

Amount:

\$ 3,590.12

Organization:

Frederick Douglass High School Cheerleaders Booster Club Corp.

Samantha Manning

2000 Winchester Rd.

Lexington, KY 40509

Purpose:

For the cheerleading Program and travel expenses to attend nationals in Florida

Amount:

\$ 1,000.00

Organization:

Sisters Road to Freedom, Inc.

Therese Wright

PO Box 1084

Lexington, KY 40588-1084

Purpose:

To support their food, clothing, and other basic needs for the "More Than A Pantry" Program

Amount:

\$ 800.00

**Neighborhood Development Funds
November 19, 2024
Work Session**

Amount	Recipient	Purpose
\$ 1,000.00	The Lyric Theatre & Cultural Arts Center Christian Adair 300 E. Third St. Lexington, KY 40508	To be used towards compensation of presenters, content creation, refreshments, and facility costs for School Daze Gospel Explosion
\$ 3,590.12	Lexington History Museum Amanda Higgins PO Box 748 Lexington, KY 40588	For exterior signage updates, security cameras, and outdoor lighting
\$ 1,000.00	Frederick Douglass High School Cheerleaders Booster Club Corp. Samantha Manning 2000 Winchester Rd. Lexington, KY 40509	For the cheerleading program and travel expenses to attend nationals in Florida
\$ 800.00	Sisters Road to Freedom, Inc. Therese Wright PO Box 1084 Lexington, KY 40588-1084	To support their food, clothing, and other basic needs for the "More Than A Pantry" program

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$1,000.00); THE LEXINGTON HISTORY MUSEUM, INC. (\$3,590.12); FREDRICK DOUGLAS HIGH SCHOOL CHEERLEADERS BOOSTER CLUB CORP. (\$1,000.00); AND SISTERS ROAD TO FREEDOM, INC. (\$800.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Lyric Theatre And Cultural Arts Center Corporation, The Lexington History Museum, Inc., Fredrick Douglas High School Cheerleaders Booster Club Corp., and Sisters Road To Freedom, Inc. for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Lyric Theatre And Cultural Arts Center Corporation (\$1,000.00); The Lexington History Museum, Inc. (\$3,590.12); Fredrick Douglas High School Cheerleaders Booster Club Corp. (\$1,000.00); and Sisters Road To Freedom, Inc. (\$800.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1177-24:GET: 4860-4473-1389, v. 1

RESOLUTION NO. 597 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$1,000.00); THE LEXINGTON HISTORY MUSEUM, INC. (\$3,590.12); FREDRICK DOUGLAS HIGH SCHOOL CHEERLEADERS BOOSTER CLUB CORP. (\$1,000.00); AND SISTERS ROAD TO FREEDOM, INC. (\$800.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Lyric Theatre And Cultural Arts Center Corporation, The Lexington History Museum, Inc., Fredrick Douglas High School Cheerleaders Booster Club Corp., and Sisters Road To Freedom, Inc. for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Lyric Theatre And Cultural Arts Center Corporation (\$1,000.00); The Lexington History Museum, Inc. (\$3,590.12); Fredrick Douglas High School Cheerleaders Booster Club Corp. (\$1,000.00); and Sisters Road To Freedom, Inc. (\$800.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

1177-24:GET: 4860-4473-1389, v. 1

AGREEMENT

~~THIS AGREEMENT, made and entered into on the 22nd day of November, 2024 by and between~~
the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Sisters Road to Freedom, Inc. (Hereinafter "Organization"), of PO Box 1084, Lexington, KY 40588-1084, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$800 (Eight Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To support their food, clothing, and other basic needs for the "More Than A Pantry" program]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21st, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Worley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Therese Wright*
(Therese Wright)
(Sisters Road to Freedom, Inc.)

COBRA Fees

Lexington Fayette Urban County Government

Contract Period: 1/1/2025 – 12/31/2025

	COBRA Flat Fee (PPPM)	COBRA Qualifying Event Fee (One-Time Fee)	Implementation Fee
1,000 – 5,000 Eligible Employees	\$14.67 per participant per month	\$14.67 per participant	\$1,000

Cobra is comprised of the following elements:

- o Reliable notifications and tracking
- o Monthly beneficiary collection invoices
- o Billing and collection of COBRA premiums
- o Anthem Premium disbursement to employer
- o Payment via ACH direct debit
- o Optional open enrollment services
- o Toll-free participant customer service support
- o 24-hour access to account information via Web
- o Toll-free employer customer service support
- o Real-time online management reporting
- o Imaged documentation of COBRA notifications sent
- o Monitor regulations and implement new federal COBRA requirements as necessary
- o The cost for standard programming in Anthem's standard format.

Anthem's proposed COBRA fees assume the following:

The flat and qualifying event fees shown above assumes the 2% of premium COBRA admin charge will be retained by Anthem. If client requests to retain the 2% charge, the COBRA fees would increase by 25%.

Optional COBRA Services:

- o New Plan Participant Notification: \$2.90 per notice (Recommended: Notifications include COBRA General Rights notifications communicating the newly eligible employees rights and responsibilities to notify the employer of a Qualifying Event that could trigger a COBRA event.)
- o HIPAA Special Enrollment Notification: \$2.90 per notice

- o Outside Carrier Health Plan Eligibility Communication: \$25.00 per carrier per month
- o Outside Carrier Eligibility Communication and Premium Remittance: \$50.00 per carrier per month
- o Open Enrollment Support Services:
 - a. Comprehensive Package (Anthem sends complete Open Enrollment Kits directly to the members and processes the forms) –
 - » \$15.00 per packet – plus related postage expenses
 - b. Optional packages are offered only on an exception basis. Additional pricing is applicable.
- o Retro-Active New Plan Participant Notification: \$2.00 per notice
- o Retro-Active HIPAA Special Enrollment Notification: \$2.00 per notice
- o Past Due Notices: \$1.00 per notice
- o Custom Programming: \$125.00 per hour

Authorized Signature: Linda Gorton

Title: Mayer

Date: 11/26/24

Performance Guarantees

Lexington-Fayette Urban County Government expects excellence, Anthem strives to provide excellent value by improving affordable access to quality healthcare for our customers. Together we will deliver outstanding value for your employees.

We are confident that we will deliver outstanding service for Lexington-Fayette Urban County Government. As such, we are placing administrative fees at risk to meet certain criteria as outlined below.

A summary of our guarantees

This is a summary of the performance guarantees that Anthem offers. The final terms and conditions of the Performance Guarantees contained in the RFP are subject to finalization of the contract language in the Administrative Services Agreement. It is not a legal contract. If this summary conflicts with the Administrative Services Agreement, any Schedules or Attachments, the Administrative Services Agreement controls.

These guarantees apply to Lexington-Fayette Urban County Government's plan.

More about the guarantees

All guarantees will be effective from January 01, 2025 to December 31, 2025, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance that are related to Anthem's control. Listed below are potential reasons that may alter or void the terms of the guarantees:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
- Your number of enrolled Subscribers goes up or down by 10% or more after your plan or renewal starts.
- Changes in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.
- There is no executed Administrative Services Agreement on file.
- All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.
- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.
- You terminate participation in particular programs tied to Performance Guarantee(s), prior to completion of the Measurement Period.

General Terms

- **Performance Category.** The term Performance Category describes the general type of Performance Guarantee.
- **Reporting Period.** The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
- **Measurement Period.** The term Measurement Period is the period of time under which performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
- **Penalty Calculation.** The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
- **Amount at Risk.** The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- **Some Performance Guarantees measure and compare year to year performance.** The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- **Performance Guarantees may be measured using either aggregated data or Employer-specific Data.** The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- **All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.**
- **Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement in this Schedule C and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments.**
- **Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy**

Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed the following:

- **Operations Guarantees:**
 - 15.000% of Base Medical Admin fees.
- **Network Guarantees:**
 - 10.000% of Base Medical Admin fees.

Confirmation of all applicable fees for the performance guarantees will be reflected in Employer's Schedule C.

Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed 25.000% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Operations Guarantee

Performance Category	Year 1	Year 2	Year 3
Claims Timeliness (14 Calendar Days)	1.500% of Base Admin. Services Fees		
Claims Financial Accuracy	1.500% of Base Admin. Services Fees		
Claims Accuracy	1.500% of Base Admin. Services Fees		
Open Enrollment ID Card Issuance	1.500% of Base Admin. Services Fees		
Processing of Ongoing Eligibility Information	1.500% of Base Admin. Services Fees		
Average Speed to Answer	1.500% of Base Admin. Services Fees		
Call Abandonment Rate	1.500% of Base Admin. Services Fees		
Member Satisfaction – NPS	1.500% of Base Admin. Services Fees		
Management Reports	1.500% of Base Admin. Services Fees		

Account Management Satisfaction	1.500% of Base Admin. Services Fees		
Total Amount At Risk – Operations	15.000% of Base Medical Admin fees		

Additional Terms and Conditions:

- Performance will be based on the results of a designated service team/business unit assigned to Lexington-Fayette Urban County Government, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	Year 1: 1.500% of Base Admin. Services Fees	A minimum of 90% of Non-investigated medical Claims will be Processed Timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			90.0% or Greater	None	Annual
	Year 2:		88.0% to 89.9%	25%	<u>Reporting Period</u>
	Year 3:		86.0% to 87.9%	50%	Annual
			85.0% to 85.9%	75%	
			Less than 85.0%	100%	
Claims Financial Accuracy	Year 1: 1.500% of Base Admin. Services Fees	A minimum of 99% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
	Year 2:		99.0% or Greater	None	Annual
			98.0% to 98.9%	25%	<u>Reporting Period</u>
					Annual

	Year 3:	Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	<table><tr><td>97.0% to 97.9%</td><td>50%</td></tr><tr><td>96.0% to 96.9%</td><td>75%</td></tr><tr><td>Less than 96.0%</td><td>100%</td></tr></table>	97.0% to 97.9%	50%	96.0% to 96.9%	75%	Less than 96.0%	100%							
97.0% to 97.9%	50%															
96.0% to 96.9%	75%															
Less than 96.0%	100%															
Claims Accuracy	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>97.0% or Greater</td><td>None</td></tr><tr><td>96.0% to 96.9%</td><td>25%</td></tr><tr><td>95.0% to 95.9%</td><td>50%</td></tr><tr><td>94.0% to 94.9%</td><td>75%</td></tr><tr><td>Less than 94.0%</td><td>100%</td></tr></table>	Result	Penalty	97.0% or Greater	None	96.0% to 96.9%	25%	95.0% to 95.9%	50%	94.0% to 94.9%	75%	Less than 94.0%	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual
Result	Penalty															
97.0% or Greater	None															
96.0% to 96.9%	25%															
95.0% to 95.9%	50%															
94.0% to 94.9%	75%															
Less than 94.0%	100%															
Open Enrollment ID Card Issuance	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	100% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to open enrollment participants no later than the Employer's effective date provided that Anthem receives an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Employer's effective date; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of open enrollment ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive open enrollment ID cards. This will be measured with Employer-specific Data.	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>100%</td><td>None</td></tr><tr><td>99.0% to 99.9%</td><td>\$100 per ID Card not to exceed 25% of amount at risk for this measure</td></tr><tr><td>98.0% to 98.9%</td><td>50%</td></tr><tr><td>97.0% to 97.9%</td><td>75%</td></tr><tr><td>Less than 97.0%</td><td>100%</td></tr></table>	Result	Penalty	100%	None	99.0% to 99.9%	\$100 per ID Card not to exceed 25% of amount at risk for this measure	98.0% to 98.9%	50%	97.0% to 97.9%	75%	Less than 97.0%	100%	<u>Measurement Period</u> Employer's effective date <u>Reporting Period</u> 60 calendar days following the Employer's effective date
Result	Penalty															
100%	None															
99.0% to 99.9%	\$100 per ID Card not to exceed 25% of amount at risk for this measure															
98.0% to 98.9%	50%															
97.0% to 97.9%	75%															
Less than 97.0%	100%															
Processing of Ongoing Eligibility Information	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	100% of Employer's ongoing electronic eligibility files will be processed timely. Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer outside of an open enrollment period. This Guarantee does not apply to the first production files after setup and testing, COBRA	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>100%</td><td>None</td></tr><tr><td>98.0% to 99.9%</td><td>25%</td></tr><tr><td>96.0% to 97.9%</td><td>50%</td></tr><tr><td>94.0% to 95.9%</td><td>75%</td></tr></table>	Result	Penalty	100%	None	98.0% to 99.9%	25%	96.0% to 97.9%	50%	94.0% to 95.9%	75%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual		
Result	Penalty															
100%	None															
98.0% to 99.9%	25%															
96.0% to 97.9%	50%															
94.0% to 95.9%	75%															

		files, or Defective Eligibility Files. A Defective Eligibility File is defined as an eligibility file that has data errors, includes all records that do not pass Anthem's enrollment business rules, or does not allow for Anthem's automatic processing. This Guarantee does not apply to errors that have to be processed manually in the system. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties. This Guarantee will be calculated by (1) dividing the total number of eligibility files processed within the timeframe set forth above by (2) the number of Employer's eligibility files processed. This will be measured with Employer-specific Data.	Less than 100% 94.0%													
Average Speed to Answer	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	<table><thead><tr><th>Result</th><th>Penalty</th></tr></thead><tbody><tr><td>45 seconds or less</td><td>None</td></tr><tr><td>46 to 48 seconds</td><td>25%</td></tr><tr><td>49 to 51 seconds</td><td>50%</td></tr><tr><td>52 to 54 seconds</td><td>75%</td></tr><tr><td>55 or more seconds</td><td>100%</td></tr></tbody></table>	Result	Penalty	45 seconds or less	None	46 to 48 seconds	25%	49 to 51 seconds	50%	52 to 54 seconds	75%	55 or more seconds	100%	Measurement Period Annual Reporting Period Annual
Result	Penalty															
45 seconds or less	None															
46 to 48 seconds	25%															
49 to 51 seconds	50%															
52 to 54 seconds	75%															
55 or more seconds	100%															
Call Abandonment Rate	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A maximum of 5.0% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5 seconds will not be included in this calculation.	<table><thead><tr><th>Result</th><th>Penalty</th></tr></thead><tbody><tr><td>5.0% or Less</td><td>None</td></tr><tr><td>5.01% to 5.40%</td><td>25%</td></tr><tr><td>5.41% to 5.70%</td><td>50%</td></tr><tr><td>5.71% to 5.99%</td><td>75%</td></tr><tr><td>6.0% or Greater</td><td>100%</td></tr></tbody></table>	Result	Penalty	5.0% or Less	None	5.01% to 5.40%	25%	5.41% to 5.70%	50%	5.71% to 5.99%	75%	6.0% or Greater	100%	Measurement Period Annual Reporting Period Annual
Result	Penalty															
5.0% or Less	None															
5.01% to 5.40%	25%															
5.41% to 5.70%	50%															
5.71% to 5.99%	75%															
6.0% or Greater	100%															
Member Satisfaction – NPS	Year 1: 1.500% of Base Admin. Services Fees	This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score	<table><thead><tr><th>Result</th><th>Penalty</th></tr></thead><tbody><tr><td>Net Promoter</td><td>None</td></tr></tbody></table>	Result	Penalty	Net Promoter	None	Measurement Period Annual Reporting Period								
Result	Penalty															
Net Promoter	None															

	Year 2: Year 3:	from the Baseline Period. The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10). To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark. The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period. The Baseline Period is the equivalent time period preceding the Measurement Period.	<table><tr><td>Score increased</td><td></td></tr><tr><td>OR</td><td></td></tr><tr><td>If Net Promoter Score stayed the same or decreased AND is</td><td></td></tr><tr><td>40 or Greater</td><td>None</td></tr><tr><td>39.0 to 39.9</td><td>25%</td></tr><tr><td>38.0 to 38.9</td><td>50%</td></tr><tr><td>37.0 to 37.9</td><td>75%</td></tr><tr><td>Less than 37.0</td><td>100%</td></tr></table>	Score increased		OR		If Net Promoter Score stayed the same or decreased AND is		40 or Greater	None	39.0 to 39.9	25%	38.0 to 38.9	50%	37.0 to 37.9	75%	Less than 37.0	100%	Annual
Score increased																				
OR																				
If Net Promoter Score stayed the same or decreased AND is																				
40 or Greater	None																			
39.0 to 39.9	25%																			
38.0 to 38.9	50%																			
37.0 to 37.9	75%																			
Less than 37.0	100%																			
Management Reports	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month. The reports will include financial, utilization and clinical information.	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>Reports are late 1 month</td><td>None</td></tr><tr><td>Reports are late 2 months</td><td>25%</td></tr><tr><td>Reports are late 3 or more months</td><td>100%</td></tr></table>	Result	Penalty	Reports are late 1 month	None	Reports are late 2 months	25%	Reports are late 3 or more months	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual								
Result	Penalty																			
Reports are late 1 month	None																			
Reports are late 2 months	25%																			
Reports are late 3 or more months	100%																			
Account Management Satisfaction	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum average score of 3 will be attained on the Account Management Satisfaction Survey (AMSS). A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>3.0 or higher</td><td>None</td></tr><tr><td>2.5 to 2.9</td><td>25%</td></tr><tr><td>2.0 to 2.4</td><td>50%</td></tr><tr><td>Less than 2.0</td><td>100%</td></tr></table>	Result	Penalty	3.0 or higher	None	2.5 to 2.9	25%	2.0 to 2.4	50%	Less than 2.0	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual						
Result	Penalty																			
3.0 or higher	None																			
2.5 to 2.9	25%																			
2.0 to 2.4	50%																			
Less than 2.0	100%																			

		calculated as follows: 2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.		
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Network Guarantees

Performance Category	Year 1	Year 2	Year 3
Network Provider Discount	10.000% of Base Admin. Services Fees		
Total Amount At Risk - Network	10.000% of Base Medical Admin fees		

Additional Terms and Conditions

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
 - Year 1: Claims Incurred from January 01, 2025 through December 31, 2025 and Paid from January 01, 2025 and through March 31, 2026.
- This Guarantee excludes the following Providers: Cincinnati Childrens Hospital in OH, Riley Childrens Hospital in IN, Vanderbilt Hospital in TN, and Nationwide in Columbus, OH
- This Guarantee excludes all charges for any Member whose allowed Claims exceed \$250,000.00 during the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of these occur:
 - Anthem is no longer the sole administrator for Employer's Plan.
 - Employer fails to maintain at least an average enrollment of 3078 Subscribers.

- The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee.
- A change is initiated by Employer that results in a substantial change in the services to be performed by Anthem or; the measurement of a Performance Guarantee.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	<u>Measurement Period</u>
Network Provider Discount	Year 1: 10.000% of Base Admin. Services Fees	Anthem guarantees a minimum Network Provider Discount of 60.000%. This Guarantee excludes the following Providers: Cincinnati Childrens Hospital in OH, Riley Childrens Hospital in IN, Vanderbilt Hospital in TN, and Nationwide in Columbus, OH. This Guarantee excludes the Total Claims Charges for any Member that exceeds \$250,000.00 in paid claims in the Measurement Period and Capitated Claims. Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in PPO Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to PPO Network Providers on Eligible Claim Charges plus any Member cost shares. This Guarantee will be calculated by dividing the PPO Network Provider Allowed Amounts by the PPO Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur: •Anthem is no longer the sole administrator for Employer's Plan. •Employer fails to maintain at least an	60.0% or Greater	None	Annual-This period applies to Claims incurred from January 01, 2025 through December 31, 2025 and Paid from January 01, 2025 and through December 31, 2024 <u>Reporting Period</u> Annual
	Year 2:		59.0% to 59.9%	25%	
	Year 3:		58.0% to 58.9%	50%	
			57.0% to 57.9%	75%	
			Less than 57.0%	100%	

		average enrollment of 3,078 Subscribers. •The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee will terminate on the date any federal price transparency law or regulation goes into effect. This will be measured with Employer-specific Data.		
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Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Stop Loss Options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Group Number(s): W33022

Effective January 1, 2025 through December 31, 2025

Option 1 - \$350,000 Specific Stop Loss

Specific Stop Loss limit: \$350,000
 Specific Stop Loss contract basis: Paid in 12
** Accumulation basis for claims will be incurred since January 1, 2015.*
 Lines of coverage included: Med And Rx
 Specific Stop Loss Maximum: Unlimited
 Specific Stop Loss accumulation: Per Member
 Commissions: 0.00%
 Renewal rate guarantee: 50.00%

This Stop Loss offer is: FIRM
 This Stop Loss offer expires: 11/8/2024

Additional terms for self-funded groups

This proposal guarantees your subsequent year's renewal will be capped at 50%.

A No New Lasers provision is included in this offer. Existing lasers will be reviewed and could be modified. See Assumptions & Conditions exhibit for more details.

Specific Stop Loss Premiums		Composite PCPM	Annualized Total
Total		3159	
	Current	\$41.49	\$1,572,803
	Renewal	\$62.24	\$2,359,394
Rate Change			50.01%

Authorized Signature:

Title:

Date:

Ronda Gorton
 Mayor
 11/26/24

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.

Anthem Gene Therapy Solution protects employers from unknown financial risk, while supporting members in need of treatment for rare and complex conditions. The financial component of this solution works in conjunction with Anthem Stop Loss and guarantees Anthem will not implement new lasers on any members for claims associated with the following gene therapies: Luxturna, Skysona, Zolgensma, Zynteglo, Hemgenix, Elevidys, Roctavian, Casgevy, Lyfgenia, Lenmeldy and Beqvez. This provision applies to members that are not lasered in the firm stop loss proposal and will apply as long as Employer maintains specific stop loss coverage with Anthem. Also, this solution removes gene therapy claims from experience when determining stop loss renewal rates. If added, this provision would be billed as an additional \$3.60 PEPM. (If selected, Initial here ____.)

Fixed Administrative Costs (ASO)
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Fixed Administrative Costs		Current	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
		PCPM	PCPM	PCPM	PCPM
Subscribers		3,159	3,159	3,159	3,159
Members		6,107	6,107	6,107	6,107
Medical and Pharmacy Administration		\$37.02	\$34.98	\$35.84	\$36.73
Composite Total:		\$37.02	\$34.98	\$35.84	\$36.73
Annual fixed administrative costs based on assumed enrollment:		\$1,403,354	\$1,826,022	\$1,358,623	\$1,392,361
Percentage Change:			-5.5%	2.5%	2.5%

Authorized Signature: _____

Title: _____

Date: _____

Linda Gorton

Mayer
11/26/24

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

HSA fee is a weighted amount and is included in the Administration fee shown above. Actual fees will be billed at \$2.25 per HSA participant.

Rx Administration Fees will be billed by Pharmacy starting 1.1.25

0463813-05

Benefit Information (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Benefit Categories	Renewal Plan Designs		
	PPO \$2000 National	HDHP \$3300/\$25000% Embedded National	HDHP \$3300/\$25000% Embedded National
	Blue Access Custom	Blue Access Custom	Blue Access Custom
Deductible Single/Family	\$2,000 / \$4,000	\$3,300 / \$6,600	\$3,300 / \$6,600
Coinsurance	20%	0%	20%
Out of Pocket Limit Single/Family	\$4,500 / \$9,000	\$3,300 / \$6,600	\$5,250 / \$10,500
Office Visits PCP/Specialist Copy	\$30/\$80	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
Inpatient / Outpatient copay (Surgery)	Ded/Coins	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
ER/Urgent Care Copay	Coins/\$100	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
Prescription Drug - Retail	\$10/\$30/\$60/25%	Medical Deductible	Medical Deductible
Prescription Drug - Mail Order	\$20/\$60/\$120/25%	Ded/Coins	Ded/Coins
OOB Deductible (Individual/Family)	\$6,000/\$12,000	\$7,500 / \$15,000	\$7,500 / \$15,000
OOB Coinsurance	50%	30%	50%
OOB OOP Max (Individual/Family)	\$12,000/\$24,000	\$9,900 / \$19,800	\$10,500 / \$21,000

Benefit categories reflect in-network benefits unless noted as Out-Of-Network (OON)

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. - 0403613-05

Authorized Signature:

Title:

Date:

Renewal Plan Designs	
PPO \$550 National	
	Blue Access Custom

Deductible Single/Family	\$500 / \$1,000
Coinsurance	20%
Out of Pocket Limit Single/Family	\$1,500 / \$3,000
Office Visits PCP/Specialist Copy	\$15/\$30
Inpatient / Outpatient copay (Surgery)	Ded/Coins
ER/Urgent Care Copay	Coins/\$60
Prescription Drug - Retail	\$10/\$30/\$60/25%
Prescription Drug - Mail Order	\$20/\$60/\$120/25%
OOB Deductible (Individual/Family)	\$1,800/\$3,000
OOB Coinsurance	50%
OOB OOP Max (Individual/Family)	\$4,500/\$9,000

Services included and buy-up options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Services Included in fixed administrative costs

- Administration of the proposed PPO \$500-Blue Access, PPO \$2000-Blue Access, HDHP \$3300/\$3300/0%-Blue Access, HDHP \$3300/\$5250/20%-Blue Access plan designs.
- ASO Enhanced Foundational Program †
- LiveHealth Online
- Blue Distinction Programs
- Claims Fiduciary Coverage
- Standard ID cards
- Standard management reporting
- State/federal reporting
- Open enrollment meeting support
- Electronic version of the benefit booklets

Buy-Up Options

	PCPM fee
○ Anthem HSA	\$2.45
○ ASO Engagement Package 200	\$1.51
○ ASO Engagement Package 500	\$1.51
○ ASO Engagement Package 700	\$1.51
○ Gym Reimbursement add on to Engagement Package	\$2.34

Account Administration Buy-Up Options (charged separately)

	Fee Billed Per Participant Per Month
○ Anthem Commuter	\$3.55
○ Anthem FSA	\$3.55
○ Anthem HRA with FSA, Dependent FSA, Commuter	\$3.55
○ Anthem Limited Purpose FSA or Dependent FSA or Commuter Add on to Anthem HSA	\$1.15

Notes

Full quote details available upon request.

HSA and HRA account administration is only available with particular plan designs. Details available upon request.

Health Savings Account Fees may be paid by the employer or the employee.

*Behavioral Health Advantage has a fee of \$800 per case when members struggling with substance use disorders utilize the navigation service to secure appointments within 48 hours. Benefits include motivational interviewing by care specialists, evaluation appointment scheduled within 48 hours, and up to 3 follow-up calls from health advocates.

†For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

Authorized Signature: _____

Linda Gorton 0463813-05

Title: _____

Date: _____

Mayer

11/26/24

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

SIC Code: 9999

Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2025 through 12/31/2025.
- This contract will be issued in KY.
- The proposal assumes 3,159 employees will be enrolling for medical coverage, with an average member to employee ratio of 1.93.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
 - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
 - Legislation or other matters that impact Anthem's costs or revenues under this proposal
 - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
 - Actual Member to Subscriber ratio is not within +/-5% of 1.93.
 - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by Anthem.
 - Changes in proposal terms, conditions, services or product from this quotation.
 - This is an integrated medical and pharmacy offering. Fees will change if pharmacy is carved-out.
 - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
 - Anthem is not the sole medical carrier.
 - Change in nature of Employer's business.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- If subject to regulatory approval, and the applicable regulator has not yet approved, these benefits and rates may need to be adjusted.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees Weekly, with payment required within 3 business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

SIC Code: 9999

Administrative Services Only (ASO)

- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
- COBRA enrollees must not exceed 10% of total enrollees.
- Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
- The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
- This is an integrated administration and stop loss offering. Admin fee is not valid outside of this pairing with stop loss. Anthem Stop Loss cannot be omitted without approval from Underwriting.
- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
- This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
- This proposal assumes no new lasering of individual members for the next renewal. Ongoing lasers will remain in place unless otherwise noted.
- Anthem reserves the right to inspect and audit any and all of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
- The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.
- Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.
- A 50% Rate Cap provision applies to the 2026 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
- A No New Laser provision applies to the 2026 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
- HSA/HDHP plan benefits are subject to IRS guidelines and may change.
- This proposal assumes that Anthem will be the only Self Funded carrier offered and no fully-insured lives are covered.

Authorized Signature: _____

Title: _____

Date: _____

Linda Gorton

Mayer

11/26/24

Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Additional service fees

- Runout Period Claims Processing Fee Types**
 Fees associated with claims processed during the runout period, including without limitation subrogation fees, recovery fees, and network access fees, will be charged during the runout period.
- Runout Period Claims Processing Fee Costs**
 The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 9.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
- Out of Network Savings Fees**
 The fee will be equal to 50% of the savings achieved on certain non-network claims.
- No Surprises Act - Qualifying Payment Amount Fee**
 If program selected, the fee would be equal to 15% of the savings achieved on No Surprises Act claims priced using the Qualifying Payment Amount for provider reimbursement.
- Traditional Network Provider Savings Fee**
 The fee will be equal to 50% of Traditional network discounts. Traditional network discount is the difference between billed charges for covered services and the traditional provider negotiated amount. Prescription drug claims, claims paid on a capitated basis and Payment Innovation program payments are excluded from the fee calculation.
- BlueCard Fees**
 The following BlueCard fees will be included on the ASO invoice:
 - The access fee is charged at a percentage no greater than 1.93% of the discount/differential subject to a maximum of \$2,000 per claim.
 - The AEA Fee is \$4.00 per professional provider claim and \$9.75 per institutional claim.
 - Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee.
 - The Central Financial Agency fee is \$0.35 per payment notice. The ITS transaction fee is \$0.05 per claims transaction.
 - BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
- Enhanced Personal Health Care (EPHC) Program Administration**
 The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
- Subrogation services**
 The charge is 25% of gross subrogation recovery.
- Overpayment Identification and Claims Prepayment Analysis Activities**
 The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, Host Blue activities, contract compliance, and eligibility. The fee will not exceed \$25,000 per claim.
- External appeals**
 The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be \$500 per external appeal for the service contracted with Anthem.
- Independent Dispute Resolution**
 Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
- Reporting**
 Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is \$150 per hour of time needed to generate the custom or ad-hoc report.
- Data Feeds**
 Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format, not to exceed 12 feeds. The charge is \$1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is \$15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is \$20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.
- Pharmacy Benefit Administration**
 See Pharmacy Pricing Summary.
- Claim Related Charges**

Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

- **Engagement on Claims Audits**

\$150 per hour in situations where Anthem is asked to perform research on claim audit findings. Maximum of 250 claims will be reviewed by Anthem.

Authorized Signature: _____

Title: _____

Date: _____

Rinda Gorton
Mayer
11/26/24

0463813-05



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1173-24

File ID: 1173-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 327-2024

In Control: Urban County
Council

File Created: 11/14/2024

File Name: Council Capital List 11/19/24

Final Action: 11/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds to LFUCG Div. of Parks and Recreation (\$10,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$90,000.00); the Lexington History Museum, Inc. (\$3,329.88); Lexington Housing for the Handicapped, Inc. (\$5,000.00); Arbor Youth Services, Inc. (\$11,768.22); Total Grace Family Resource Center, Inc. (\$38,000.00); Lyric Theatre and Cultural Arts Center Corporation (\$13,000.00); and Bluegrass Youth Ballet, Inc. (\$1,233.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Housing for the Handicapped, Bluegrass Youth Ballet, Lyric Theatre stamped and filed in the CCO. 11/26/2024. MS

Lexington History Museum stamped and filed in the CCO 12/9/2024. MS

Arbor Youth Services filed in the CCO 12/3/2024. MS

Total Grace Family Resource stamped and filed in the CCO 12/5/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Capital List 11.19.24, Reso 1173-24 Council Capital (11-19-24) 4866-6437-7597 v.1.docx, R-598-2024, Contract #327-2024 -Total Grace Resource, Contract #327-2024 -Arbor Youth Services, Contract #327-2024 - Lexington History Museum

Enactment Number: R-598-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	11/21/2024		

1	Urban County Council	11/21/2024	Suspended Rules for Second Reading	Pass
1	Urban County Council	11/21/2024	Approved	Pass

Text of Legislative File 1173-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds to LFUCG Div. of Parks and Recreation (\$10,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$90,000.00); the Lexington History Museum, Inc. (\$3,329.88); Lexington Housing for the Handicapped, Inc. (\$5,000.00); Arbor Youth Services, Inc. (\$11,768.22); Total Grace Family Resource Center, Inc. (\$38,000.00); Lyric Theatre and Cultural Arts Center Corporation (\$13,000.00); and Bluegrass Youth Ballet, Inc. (\$1,233.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90321

Purpose:

For the Davis Park basketball courts project

Amount:

\$ 10,000.00

Organization:

LFUCG - Environmental Quality and Public Works
Nathan Dickerson
1105-303301-0001-93011

Purpose:

For paving the following District 7 streets: Leighton Lane, Somersly Place, Ormesby Place, and Tatton Park

Amount:

\$ 90,000.00

Organization:

Lexington History Museum
Amanda Higgins

Purpose:

For exterior signage updates, security cameras, and outdoor lighting

Amount:

\$ 3,329.88

Organization:

Lexington Housing for the Handicapped, Inc.

Amy Brown

Purpose:

For replacement of a generator that was destroyed in a Fire

Amount:

\$ 5,000.00

Organization:

Arbor Youth Services

Stephanie Spires

Purpose:

For building repairs including gas line installation and emergency tree removal

Amount:

\$ 11,768.22

Organization:

Total Grace Family Resource Center, Inc.

Michael Robinson

Purpose:

To assist with repair fo the roof on the Family Resource Center building

Amount:

\$ 38,000.00

Organization:

The Lyric Theatre & Cultural Arts Center

Christian Adair

Purpose:

For the installation of an interactive mural and construction of a custom stage and library

Amount:

\$ 13,000.00

Organization:

Bluegrass Youth Ballet, Inc.

Kelly VanHoose

Purpose:

To help with cost to purchase and install new Marley flooring for dance studios

Amount:

\$ 1,233.00

**Council Capital Projects
November 19, 2024
Work Session**

Amount	Recipient	Purpose
\$ 10,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90321	For the Davis Park basketball courts project
\$ 90,000.00	LFUCG - Environmental Quality and Public Works Nathan Dickerson 1105-303301-0001-93011	For paving the following District 7 streets: Leighton Lane, Somersly Place, Ormesby Place, and Tatton Park
\$ 3,329.88	Lexington History Museum Amanda Higgins	For exterior signage updates, security cameras, and outdoor lighting
\$ 5,000.00	Lexington Housing for the Handicapped, Inc. Amy Brown	For replacement of a generator that was destroyed in a fire
\$ 11,768.22	Arbor Youth Services Stephanie Spires	For buidling repairs including gas line installation and emergency tree removal
\$ 38,000.00	Total Grace Family Resource Center, Inc. Michael Robinson	To assist with repair fo the roof on the Family Resource Center building
\$ 13,000.00	The Lyric Theatre & Cultural Arts Center Christian Adair	For the installation of an interactive mural and construction of a custom stage and library
\$ 1,233.00	Bluegrass Youth Ballet, Inc. Kelly VanHoose	To help with cost to purchase and install new Marley flooring for dance studios

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS TO LFUCG DIVISION OF PARKS AND RECREATION (\$10,000.00); LFUCG DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$90,000.00); THE LEXINGTON HISTORY MUSEUM, INC. (\$3,329.88); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. (\$5,000.00); ARBOR YOUTH SERVICES, INC. (\$11,768.22); TOTAL GRACE FAMILY RESOURCE CENTER, INC. (\$38,000.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$13,000.00); AND BLUEGRASS YOUTH BALLET, INC. (\$1,233.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with LFUCG Division of Parks And Recreation; LFUCG Department of Environmental Quality and Public Works; The Lexington History Museum, Inc.; Lexington Housing For The Handicapped, Inc.; Arbor Youth Services, Inc.; Total Grace Family Resource Center, Inc.; Lyric Theatre and Cultural Arts Center Corporation; and Bluegrass Youth Ballet, Inc., for the Officer of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment or transfer to LFUCG Division of Parks and Recreation (\$10,000.00); LFUCG Department of Environmental Quality and Public Works (\$90,000.00); The Lexington History Museum, Inc. (\$3,329.88); Lexington Housing For The Handicapped, Inc. (\$5,000.00); Arbor Youth Services, Inc. (\$11,768.22); Total Grace Family Resource Center, Inc. (\$38,000.00); Lyric Theatre And Cultural Arts Center Corporation (\$13,000.00); and Bluegrass Youth Ballet, Inc. (\$1,233.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1173-24:GET:4866-6437-7597, v. 1

RESOLUTION NO. 598 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS TO LFUCG DIVISION OF PARKS AND RECREATION (\$10,000.00); LFUCG DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$90,000.00); THE LEXINGTON HISTORY MUSEUM, INC. (\$3,329.88); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. (\$5,000.00); ARBOR YOUTH SERVICES, INC. (\$11,768.22); TOTAL GRACE FAMILY RESOURCE CENTER, INC. (\$38,000.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$13,000.00); AND BLUEGRASS YOUTH BALLET, INC. (\$1,233.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with LFUCG Division of Parks And Recreation; LFUCG Department of Environmental Quality and Public Works; The Lexington History Museum, Inc.; Lexington Housing For The Handicapped, Inc.; Arbor Youth Services, Inc.; Total Grace Family Resource Center, Inc.; Lyric Theatre and Cultural Arts Center Corporation; and Bluegrass Youth Ballet, Inc., for the Officer of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment or transfer to LFUCG Division of Parks and Recreation (\$10,000.00); LFUCG Department of Environmental Quality and Public Works (\$90,000.00); The Lexington History Museum, Inc. (\$3,329.88); Lexington Housing For The Handicapped, Inc. (\$5,000.00); Arbor Youth Services, Inc. (\$11,768.22); Total Grace Family Resource Center, Inc. (\$38,000.00); Lyric Theatre And Cultural Arts Center Corporation (\$13,000.00); and Bluegrass Youth Ballet, Inc. (\$1,233.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024


MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
1173-24:GET:4866-6437-7597, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the November 22, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Total Grace Family Resource Center, Inc. (Hereinafter "Organization"), of 1313 N. Limestone, Lexington, KY 40505, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$38,000 for the following lawful public purpose:

[To assist with repair fo the roof on the Family Resource Center building.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Fogle's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

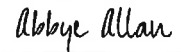
6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program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

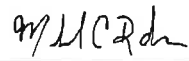
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
Michael Robinson
Total Grace Family Resource Center, Inc.

AGREEMENT

THIS AGREEMENT, made and entered into on the November 22, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Arbor Youth Services (Hereinafter "Organization"), of 536 W. 3rd St., Lexington, KY 40508, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$11,768.22 for the following lawful public purpose:

[For buidling repairs including gas line installation and emergency tree removal.]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Reynold's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Joshua McKinley
Joshua McKinley
Arbor Youth Services

AGREEMENT

THIS AGREEMENT, made and entered into on the November 22, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington History Museum (Hereinafter "Organization"), of PO Box 748, Lexington, KY 40588, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$3,329.88 for the following lawful public purpose:

[For exterior signage updates, security cameras, and outdoor lighting.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Plomin's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amanda Higgins
Amanda Higgins
Lexington History Museum



Lexington-Fayette Urban County
Government
Master

200 E. Main St
Lexington, KY 40507

File Number: 1175-24

File ID: 1175-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/14/2024

File Name: Summary: Budget, Finance, and Economic
Development Committee, September 24, 2024

Final Action:

Title: Summary: Budget, Finance, and Economic Development Committee, September 24,
2024

Notes:

Sponsors:

Enactment Date:

Attachments: 9-24-24 Meeting Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1175-24

Title

Summary: Budget, Finance, and Economic Development Committee, September 24, 2024



Budget, Finance & Economic Development Committee

September 24, 2024

Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Preston Worley, Fred Brown, Whitney Baxter, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, and Dave Sevigny were also present as non-voting members.

I. Approval of August 27, 2024 Committee Summary

A motion by Plomin to approve the August 27, 2024 Committee Summary, seconded by Wu, the motion passed without dissent.

II. Monthly Financial Update – August 2024

Commissioner Erin Hensley presented the monthly financials and introduced Crosslin, a representative women owned business, as LFUCG's auditing team for this year. The department of Finance and Crosslin are working to finalize the audit by the end of December.

Revenue collections are 1.1% ahead of budget for FY25, however, some revenue sources are showing less growth than budgeted. Insurance revenue is underperforming. Franchise fees and charges for services are performing well. Lock box processing has greatly reduced collection times for net profit withholdings.

Personnel accounts are LFUCG's greatest expense and is running less than a \$2M variance to budget. Of the operating variance, nearly 45% is found in four expense accounts: vehicle repairs and maintenance, professional services - other, software maintenance, and professional services – mental health. Savings is due to delayed billing and services that have not yet been rendered.

No action was taken on this item.

III. Lexington Downtown Projects Update

Council Member LeGris introduced the downtown projects update item and presenter Hannah Eiden. The focus is on an updated downtown master plan. A downtown master plan is a comprehensive, long-term strategic document that guides the development and revitalization of a city's downtown area. It typically includes a vision for the future of the area, along with specific goals, objectives, policies, and implementation items designed to achieve that vision.

The last downtown master plan was conducted in 2006 and done subsequently after the 2002 college town master plan. The 2008 downtown streetscapes master plan took place in anticipation of the 2010 World Equestrian Games, but these plans were not adopted by the Planning Commission as an element of the Comprehensive Plan and no action was taken by Council. The focus of the 2006 master plan was to enhance Lexington's urban environment through strategic land use, infill development, transportation, preservation, and infrastructure improvements.

Components of a master plan include community engagement and partnerships, development, quality of life, and implementation and phasing. A roadmap for the future of downtown is needed for sustained and new growth. It will also be helpful when celebrating the 250th anniversary of Lexington by looking forward to the future. Next steps include consideration of a funding proposal during the fund balance conversation in October, request for proposal, data collection, analysis, plan development, final plan, and implementation.

No action was taken on this item.

IV. LexArts Finance and Equity Review

Vice Mayor Wu introduced this item and LexArts CEO, Ame Sweetall.

In 2022, the Creative Vitality Index for Fayette County was 1.09, with a score of 1 or greater being the ideal metric. The creative vitality index compares the per capita concentration of creative activity with data on creative industries, occupations, and cultural nonprofit revenues. In Fayette County from 2021 to 2022, 301 jobs were created, industry earnings gained \$25.3M, and nonprofit revenues increased by \$843,000 for the arts.

The vision of LexArts is to be a catalyst for creating a progressive and innovative community inspired by the arts. LexArts is the local arts agency for the city of Lexington and was established through an executive order to promote, support, advocate, and develop the arts to create a vital presence for the arts in Lexington, health and vitality of the arts and artists, accessibility of the arts to entire community, and eligibility for federal funding. The functions of LexArts as a local arts agency are to promote community arts, arts in schools/youth programs, ArtsPlace as an Arts center, marketing, promotion, and outreach, fiscal sponsorship, arts in health, and public and private art project facilitation. LexArts FY25 revenue goal is \$2.7M with nearly 64% of funding going directly towards artists, projects, and grants.

LexArts goal is to build and nurture an environment where diversity, equity, inclusion, and access are embedded in everything they do. They are committed to honoring and sharing the community's collective history and experiences through leadership, funding, programming, and community engagement. From 2022-2023 LexArts applied for the Kentucky Peer Advisory Network Cultural Equity Assistance for Kentucky Arts Partners to provide a specialist to assist with creating and advancing a cultural equity plan. In 2023 a task force was formed from staff,

board members, and community activists for a series of workshops and development of action plans.

Since then, LexArts has amended their bylaws to include a standing DEIA committee with a seat on the executive committee and staff liaison; provided arts equity grants; offers an artist registry; subsidizes arts in schools with impact grants; piloted the LexArts cultural pass program; and enhanced outreach efforts.

No action was taken on this item.

V. Adjournment

A motion by J. Brown to adjourn at 2:58pm, seconded by Wu, the motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0355-22

File ID: 0355-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 04/07/2022

File Name: page break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1106-24

File ID: 1106-24

Type: Resolution

Status: Approved

Version: 3

Contract #:

In Control: Urban County
Council

File Created: 10/30/2024

File Name: J Edinger & Sons Sole Source FY2025

Final Action: 12/03/2024

Title: A Resolution authorizing the Div. of Streets and Roads to purchase snowplow parts from J. Edinger and Sons, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with J. Edinger and Sons, related to the procurement. [Div. of Streets and Roads, Allen]

Notes:

Sponsors:

Enactment Date: 12/03/2024

Attachments: J Edinger FY2025 memo, J Edinger FY2025
Memo.doc, 1106-24 J Edinger Sole Source
4886-3477-1449 v.1.docx, R-599-2024

Enactment Number: R-599-2024

Deed #:

Hearing Date:

Drafter: Christopher Stone

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
3	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
3	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1106-24

Title

A Resolution authorizing the Div. of Streets and Roads to purchase snowplow parts from J. Edinger and Sons, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with J. Edinger and Sons, related to the procurement. [Div. of Streets and Roads, Allen]

Summary

Authorization to purchase snowplow parts for snowplow trucks from J Edinger & Sons, a sole source provider. Cost not to exceed \$54,624.20. Funds are Budgeted. (L1106-24) (Allen/Albright)

Budgetary Implications: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number: 1101 303301 0001 76101

This Fiscal Year Impact: \$54,624.20

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: BA to follow to reallocate funds to the correct operating account



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 _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

☐ 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 _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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



MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: Robert Allen
Robert Allen, Director
Division of Streets & Roads

DATE: October 30, 2024

SUBJECT: Sole Source Purchase Request for snowplow parts between LFUCG Streets & Roads and J Edinger & Sons.

Request: The purpose of this memorandum is to request approval to purchase snowplow parts from J Edinger & Sons for blades, curb guards, cutting edges, blade hinge assembly, etc. for the snowplow trucks. These fees for the FY2025 should not exceed the sum of \$54,624.20.

Authorization to: Approve sole source with J Edinger & Sons

Purpose of Request

The requested approval will allow the purchase of snowplow parts to maintain and repair snowplow trucks.

Projected Cost in FY25

The projected cost in FY 2025 is \$54,624.20 and is fully budgeted out of the following fund:

1101	303301	0001	76101	\$54,624.20
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File Number:

Director/Commissioner: Allen/Albright

G:\Administration\Legistar\J Edinger Memo.doc



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF STREETS AND ROADS TO PURCHASE SNOWPLOW PARTS FROM J. EDINGER AND SONS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH J. EDINGER AND SONS, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Streets and Roads is authorized to purchase snowplow parts from J. Edinger and Sons, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with J. Edinger and Sons, related to the procurement.

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
1106-24:GET:4886-3477-1449, v. 1

RESOLUTION NO. 599 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF STREETS AND ROADS TO PURCHASE SNOWPLOW PARTS FROM J. EDINGER AND SONS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH J. EDINGER AND SONS, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Streets and Roads is authorized to purchase snowplow parts from J. Edinger and Sons, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with J. Edinger and Sons, related to the procurement.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1115-24

File ID: 1115-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/04/2024

File Name: KYTC Jacobson Park Easements

Final Action: 11/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Grant of temporary easement with the Ky. Transportation Cabinet (KYTC), Granting two (2) temporary easements on Jacobson Park for the construction of a new park entrance and a bicycle and pedestrian paved trail, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes: Signed and notarized 1/28/2025. OGs sent back to Sam Neihaus for easements to be executed!

Sponsors:

Enactment Date: 11/21/2024

Attachments: KYTC Jacobson Park Easements Memo Signed, KYTC Jacobson Park Easements- Grant of Temporary Easement, KYTC Jacobson Park Easements Letter, KYTC Jacobson Park Easements Maps, KYTC Jacobson Park Easements Minor Acquisition Review, KYTC Jacobson Park Easements MOU, KYTC Jacobson Park Easements Notice of Proposed Acquisition, RESO 1115-24 Temp. Easements Jacobson Park 4869-8704-1274 v.1.docx, R-596-2024

Enactment Number: R-596-2024

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	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1115-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Grant of temporary easement with the Ky. Transportation Cabinet (KYTC), Granting two (2) temporary easements on Jacobson Park for the construction of a new park entrance and a bicycle and pedestrian paved trail, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve two (2) temporary easements to Kentucky Transportation Cabinet (KYTC) on Jacobson Park to construct a new park entrance and a bicycle and pedestrian paved trail. KYTC has proposed payment to LFUCG of \$13,550. (L1115-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Amber Holskey, 10/30/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: 1101-707601-7211-44810 (revenue)

This Fiscal Year Impact: \$13,550

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: 
Monica Conrad, Director of Parks and Recreation

DATE: November 4th, 2024

SUBJECT: Granting temporary easements to Kentucky Transportation Cabinet at Jacobson Park for construction on Richmond Road

Request:

Council Authorization to grant two (2) temporary easements to Kentucky Transportation Cabinet on Jacobson Park.

Purpose:

The temporary easements are required to construct a new park entrance and a bicycle and pedestrian paved trail parallel to Richmond Road along the front of the park.

Budgetary Implication:

The Kentucky Transportation Cabinet has proposed a payment to Lexington-Fayette Urban County Government of \$13, 550 for the two (2) temporary easements.

Are the funds budgeted?

N/A

File Number: 1115-24

Director/Commissioner: Monica Conrad/Chris Ford



EXEMPT PER KRS 382.135(2)(c)

Fayette County
Item Number 07-9012.50
Parcel Number 39

GRANT OF TEMPORARY EASEMENT

THIS GRANT OF TEMPORARY EASEMENT is entered into on this _____ day of _____, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantor"), *who is exempt from paying tax pursuant to KRS 382.135(2)(c)*; and the **COMMONWEALTH OF KENTUCKY** for the use and benefit of the **TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS**, whose address is 200 Mero Street, Frankfort, Kentucky 40601 (hereinafter "Grantee").

WITNESSETH: That the Grantor, in consideration of the mutual benefits to be derived by the Grantor and Grantee, has bargained and does hereby grant and convey to the Grantee, its successors and assigns, a temporary easement to the following described property and property interests, viz:

Parcel Number 39
Tract A

Being a tract of land lying in Fayette County along US 25 approximately 255 feet northeast of the intersection of Ellerslie Park Boulevard and US 25, and more particularly described as follows:

Beginning at a point in the existing access control and right of way line 167.06 feet left of US 25 at Station 417+50.00; thence with the proposed easement line N 47°44'22" E a distance of 162.94 feet to a point 330.00 feet left of US 25 at Station 417+50.00; thence with the proposed easement line S 42°15'38" E a distance of 115.00 feet to a point 330.00 feet left of US 25 at Station 418+65.00; thence with the proposed easement line S 30°32'35" E a distance of 137.87 feet to a point 302.00 feet left of US 25 at Station 420+00.00; thence with the proposed easement line S 47°44'22" W a distance of 123.81 feet to a point in the existing access control and right of way line 178.19 feet left of US 25 at Station 420+00.00; thence with the existing access control and right of way line N 44°48'35" W a distance of 250.25 feet to a point 167.06 feet left of US 25 at Station 417+50.00 and the point of beginning.

The above-described tract contains ± 0.86 acre (37,455 square feet). It is understood between the parties hereto that the above-described tract is conveyed as a temporary easement for the purpose of constructing a new park entrance and drainage; where said temporary easement terminates and reverts upon completion of same.

Parcel Number 39
Tract B

Being a tract of land lying in Fayette County along US 25 approximately 1020 feet southeast of the intersection of Ellerslie Park Boulevard and US 25, and more particularly described as follows:

Beginning at a point in the existing access control and right of way line 165.00 feet left of US 25 at Station 426+44.84; thence with the proposed easement line S 38°58'14" E a distance of 350.01 feet to a point 115.00 feet left of US 25 at Station 430+00.00; thence with the proposed easement line S 50°04'04" E a distance of 243.53 feet to a point in the existing access control and right of way line 114.45 feet left of KY 418 at Station 1+84.85; thence with the existing access control and right of way line N 65°18'30" W a distance of 145.33 feet to a point 77.85 feet left of KY 418 at Station 0+41.79; thence with the existing access control and right of way line N 3°14'40" W a distance of 40.10 feet to a point 107.00 feet left of KY 418 at Station 0+13.80; thence with the existing access control and right of way line N 51°36'18" W a distance of 39.42 feet to a point 105.57 feet left of US 25 at Station 430+37.34; thence with the existing access control and right of way line S 83°05'14" W a distance of 43.50 feet to a point 73.38 feet left of US 25 at Station 430+07.62; thence with the existing access control and right of way line N 47°32'07" W a distance of 208.28 feet to a point 74.98 feet left of US 25 at Station 427+96.60; thence with the existing access control and right of way line N 14°57'18" W a distance of 173.72 feet to a point 165.00 feet left of US 25 at Station 426+44.84 and the point of beginning.

The above-described tract contains ± 0.49 acre (21,296 square feet). It is understood between the parties hereto that the above-described tract is conveyed as a temporary easement for the purpose of constructing a shared use path and drainage; where said temporary easement terminates and reverts upon completion of same.

Being a portion of the same property conveyed to Lexington-Fayette Urban County Government, an urban county government organized and existing pursuant to Kentucky Revised Statutes Chapter 67A, from Kentucky-American Water Company, a Kentucky corporation, by General Warranty Deed dated July 24, 2006, and recorded in Deed Book 3030, Page 586 in the office of the Fayette County Clerk.

The proposed public project for which the above-described property is being acquired is identified as Richmond Road (US 25/US 421) - Athens Boonsboro Road (KY 418), Project Number 12F0 FD52 034 9528005R; HSIP 4181 (033); Item Number 07-9012.50-SYP, the plans for which are on file in the office of the Kentucky Transportation Cabinet in Frankfort, Kentucky.

The acquisition of the right of way for this project was authorized by the Kentucky Department of Highways Official Order Number 112987.

As required to be set forth in 603 KAR 5:120(6), the main line for this project is a partially controlled access highway. Access, if any, on this project as well as the remaining property of the Grantor shall be allowed where specifically shown on the project plans or as otherwise permitted by law and Kentucky Transportation Cabinet policy.

The above-referenced property and property interests that are being conveyed by the Grantor to the Grantee by this Grant of Temporary Easement have an appraised value of \$13,550.00.

This Grant of Temporary Easement is made free and clear of any liens, taxes and/or encumbrances.

This conveyance was authorized by Resolution _____-2024, passed by the Lexington-Fayette Urban County Council on _____, 2024.

TO HAVE AND TO HOLD said property unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor, by and through Linda Gorton, Mayor and Duly Authorized Representative thereof, has executed this Grant of Temporary Easement on this _____ day of _____, 2024.

GRANTOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:

Linda Gorton, Mayor and Duly Authorized Representative
of the Lexington-Fayette Urban County Government

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, the undersigned, certify that the foregoing Grant of Temporary Easement was produced before me in my said County and State and duly acknowledged and sworn to by Linda Gorton, Mayor and Duly Authorized Representative of Lexington-Fayette Urban County Government, the Grantor therein to be its act and deed.

Witness my hand this the _____ day of _____, 2024.

NOTARY PUBLIC, STATE AT LARGE

My Commission expires: _____

Notary ID Number: _____

This Instrument Prepared Without
The Benefit of Title Examination By:

Hon. Kyle W. Ray (KBA # 91959)
Commonwealth of Kentucky
Kentucky Transportation Cabinet
Department of Highways
800 Newtown Court
Lexington, KY 40511
Telephone: (859) 246-2355

Please Return Recorded Instrument To:

John Mickelson
Kentucky Transportation Cabinet
District 7 Right-of-Way
800 Newtown Court
Lexington, KY 40511
Telephone (859) 246-2355



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

Department of Highways, District 7 Office
P.O. Box 11127
Lexington, KY 40512-1127
859-246-2355

Jim Gray
SECRETARY

Offer Date: 10/15/2024

Fayette 7-9012.50-SYP
9528005R HSIP 4181033
US-25
Parcel: 39

Re: Offer to Purchase (MAR)

Dear Lexington-Fayette Urban County Government,

Your property is needed for construction of:

Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety along Richmond Rd and Athens Boonesboro Rd. Includes minor widening of Aphids Way.

It has been valued on the basis of current market information obtained from documented sales.

As shown on the attached sheet, our offer for the property is \$13,550.00.

This offer includes compensation for all items specifically noted above. This offer does not include any item generally defined as personal property, a tenant-owned improvement, or any relocation assistance.

To convey this property, all parties having an interest must sign a deed. After signing the conveyance agreement, a check will be issued for closing. Before delivery of the check, any mortgage, lien, tax assessment, or other encumbrance, except an easement of record, will have to be released.

We will be glad to answer any questions you may have regarding this acquisition and our procedures.

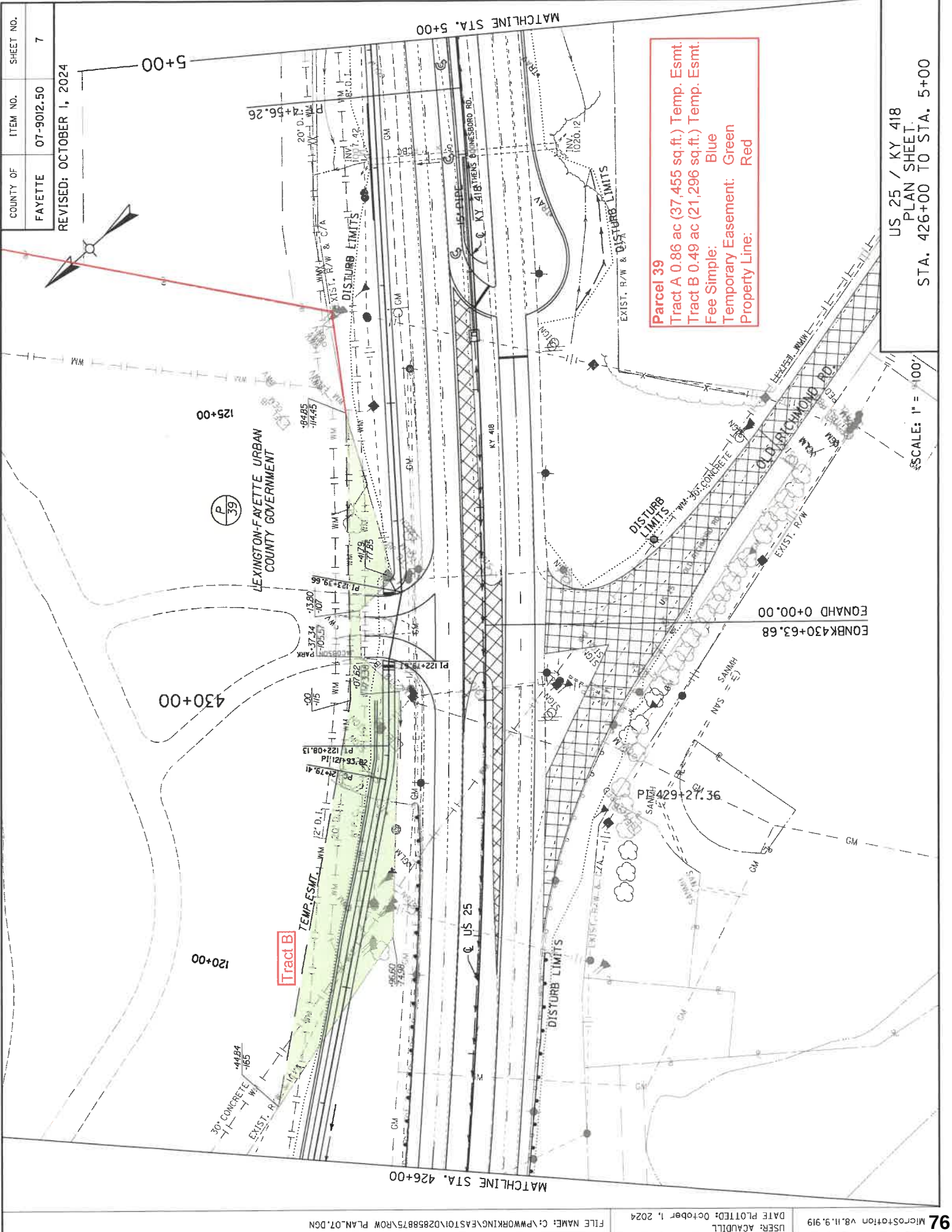
Respectfully yours,

John Mickelson, Right of Way Agent

SCALE: 1" = 100'

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	7

REVISED: OCTOBER 1, 2024



Parcel 39
 Tract A 0.86 ac (37,455 sq. ft.) Temp. Esmt.
 Tract B 0.49 ac (21,296 sq. ft.) Temp. Esmt.
 Fee Simple: Blue
 Temporary Easement: Green
 Property Line: Red

US 25 / KY 418
 PLAN SHEET
 STA. 426+00 TO STA. 5+00

SCALE: 1" = 100'



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

TC 62-225
Rev. 07/2019
Page 1 of 1

MINOR ACQUISITION REVIEW

COUNTY	ITEM NO.	PARCEL	NAME
Fayette	7-9012.50-SYP	39	Lexington-Fayette Urban County Government
PROJECT NO.	FEDERAL NUMBER	PROJECT	
12F0 FD52 034 9528005R	HSIP 4181033	Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety along Richmond Rd and Athens Boonesboro Rd. Includes minor widening of Aphids Way.	

Area Acquired Name	Property Type	Quantity	UOM	Unit Value	Extended Amount Total

Easement Name	Property Type	Quantity	UOM	Unit Value	%	Extended Amount Total
Temporary	Special Purpose	58,751.0000	SF	1.15	20.0000	13,512.73

Improvements	Extended Amount Total

Site Improvements	Extended Amount Total

Other	Extended Amount Total

Total:	13,512.73
Use:	13,550.00

Remarks

John Mickelson			
Acquisition Agent	John Mickelson	Completed Date	10/2/2024 3:54 PM
Approved Amount	13,550.00	Approved Date	10/3/2024 11:25 AM
Cecil Smith			
Right of Way Supervisor	Cecil Smith		



KENTUCKY TRANSPORTATION CABINET
Division of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES
MEMORANDUM OF UNDERSTANDING

COUNTY	ITEM NO.	PARCEL	NAME
Fayette	7-9012.50-SYP	39	Lexington-Fayette Urban County Government
PROJECT NO.	FEDERAL NUMBER	PROJECT	
12F0 FD52 034 9528005R	HSIP 4181033	Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety along Richmond Rd and Athens Boonesboro Rd. Includes minor widening of Aphids Way.	

Property Owners: Lexington-Fayette Urban County Government

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated .

The related deed conveys the following interests and amounts of real property as shown on the official plans:

Area Acquired	Area	Unit Of Measure
Temporary Easement	58,751.0000	Sq. Feet

The total consideration to be paid for the property conveyed is _____

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

☐ This is a total acquisition.

☒ This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement: ☒ Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).

☐ Access at designated points as shown on the plans (proposed highway access is limited).

☐ No access (proposed highway access is fully controlled).

☐ The remaining property will be landlocked by this acquisition.

☒ No improvements are being acquired.

☐ Improvements are being acquired. The disposition of the acquired improvements will be as follows:

☐ The Cabinet receives titles to the improvements.

☐ The Cabinet receives titles to the improvements, but for the salvage value of _____

the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

☒ No sign is being acquired.

☐ One or more signs are being acquired.

☐ The Cabinet receives and retains title to each sign.

☐ The Cabinet receives title to each sign, but for the salvage value of _____
the Property Owners agree to remove the same from the right of way by _____
or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.

Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.

In addition, the parties agree as follows:

As owners of the property to be conveyed, we request payment be made as follows:

Recipient Name	Address	SSN/Tax ID	Check Amount	Phone

Note: Attach additional pages, as needed.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed

Signature of Agents for Transportation Cabinet

Signatures of Property Owners	Signature
Signer Printed Name	

Note: Attach additional pages, as needed.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

Rev. 06/2024

NOTICE OF PROPOSED ACQUISITION

Lexington-Fayette Urban County Government

RE: Fayette County; Item No. 7-9012.50-SYP Parcel No. 39
12F0 FD52 034 - 9528005R; HSIP 4181033
US-25
Notice of Proposed Acquisition

To: Lexington-Fayette Urban County Government

The Kentucky Transportation Cabinet (KYTC) Division of Right of Way & Utilities is hereby providing written notice of a potential acquisition for the referenced project. The construction of this project as presently proposed will require the acquisition of land along the route. You have been identified as having ownership interest in a parcel that may be affected.

Prior to the beginning of the acquisition process, there is a possibility that a KYTC survey crew (or hired consultant) will stake the proposed right of way involved in this project. If staking is required, the survey crew may need to access your property in order to complete the process.

Enclosed, you will find a brochure which briefly describes the process by which KYTC acquires right of way. If you have any questions concerning the process or your rights during the process, please contact me at the address and/or phone number listed below.

Cecil Smith
District Right of Way Agent Supervisor
Kentucky Transportation Cabinet
800 Newtown Court
Lexington, KY, 40511
8592462355

THE ORIGINAL OF THIS FORM WAS Hand Delivered TO OWNER ON:

DATE: _____ CERTIFIED MAIL #: _____

AGENT: Cecil Smith

SCALE: 1" = 100'

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A GRANT OF TEMPORARY EASEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC), GRANTING TWO (2) TEMPORARY EASEMENTS ON JACOBSON PARK FOR THE CONSTRUCTION OF A NEW PARK ENTRANCE AND A BICYCLE AND PEDESTRIAN PAVED TRAIL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO TRANSFER THE EASEMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Grant of Temporary Easement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet (KYTC), granting two (2) temporary easements on Jacobson Park for the construction of a new park entrance and a bicycle and pedestrian paved trail, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1115-24:TAH:4869-8704-1274, v. 1

RESOLUTION NO. 596 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A GRANT OF TEMPORARY EASEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC), GRANTING TWO (2) TEMPORARY EASEMENTS ON JACOBSON PARK FOR THE CONSTRUCTION OF A NEW PARK ENTRANCE AND A BICYCLE AND PEDESTRIAN PAVED TRAIL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO TRANSFER THE EASEMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Grant of Temporary Easement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet (KYTC), granting two (2) temporary easements on Jacobson Park for the construction of a new park entrance and a bicycle and pedestrian paved trail, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1122-24

File ID: 1122-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/04/2024

File Name: Bobcat Enterprises Sole Source

Final Action: 12/03/2024

Title: A Resolution establishing Bobcat Enterprises as a sole source provider for performing out of warranty repairs and providing replacement parts for Bobcat manufactured equipment, for the Div. of Facilities and Fleet Management and authorizing the Mayor or designee, on behalf of the Urban County Government, to execute any necessary Agreements with Bobcat Enterprises related to the procurement of these goods and services. [Div. of Facilities and Fleet Management, Baradaran]

Notes:

Sponsors:

Enactment Date: 12/03/2024

Attachments: Bobcat Enterprises -Sole Source-2024 Memo,
Bobcat Enterprises 2024 SOLE SOURCE
CERTIFICATION FORM, RESO1122-24 Reso
Establishing Bobcat Ent as a Sole Source Provider
for Out of Warranty Repairs 4888-7111-7561
v.1.docx, R-600-2024

Enactment Number: R-600-2024

Deed #:

Hearing Date:

Drafter: Wanda Kean

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	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1122-24

Title

A Resolution establishing Bobcat Enterprises as a sole source provider for performing out of warranty repairs and providing replacement parts for Bobcat manufactured equipment, for the Div. of Facilities and Fleet Management and authorizing the Mayor or designee, on

behalf of the Urban County Government, to execute any necessary Agreements with Bobcat Enterprises related to the procurement of these goods and services. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to establish Bobcat Enterprises as a sole source provider for repair and parts provider of Bobcat manufactured backhoe/loaders, excavators and trucksters. (L1122-24)
(Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707301-0001-76331

1115-303501-0001-76331

4002-303401-3401-76331

This Fiscal Year Impact: \$65,000

Annual Impact: \$100,000

Project:

Activity:

Budget Reference:

Current Balance: 1101-707301-0001-76331 - \$3,609,486.21

1115-303501-0001-76331 - \$3,116,854.75

4002-303401-3401-76331 - \$415,712.84



TO: Mayor Linda Gorton
Urban County Council

FROM: Wanda Kean, Deputy Director
Division of Facilities and Fleet Management

DATE: November 4, 2024

SUBJ: Sole Source Procurement for Bobcat Enterprises

Request:

Authorization to issue a sole source status to Bobcat Enterprises

Purpose:

The Division of Fleet Services is requesting sole source status for Bobcat Enterprises for the purpose of performing out-of-warranty repairs and providing replacement parts for Bobcat manufactured backhoe/loaders, excavators and trucksters. Bobcat Enterprises is the only bobcat **dealer** and **authorized** repair center in the area with the next closest being 70 miles away in Louisville.

The Lexington-Fayette Urban County Government maintains more than 20 pieces of equipment manufactured by Bobcat scattered throughout government in several divisions. To ensure the availability of these pieces of equipment, the Division of Fleet Services and other divisions utilizes Bobcat Enterprises for the repairs and maintenance as dictated by each of our internal workloads.

Budgetary Implication:

The cost for the fiscal year 2025 is approximately \$100,000

Are funds budgeted?

Yes

1101-707301-0001-76331

1115-303501-0001-76331

4002-707301-0001-76331

File Number: 1122-24

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 _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

- ☐ 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 _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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:

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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

RESOLUTION NO. _____-2024

A RESOLUTION ESTABLISHING BOBCAT ENTERPRISES AS A SOLE SOURCE PROVIDER FOR PERFORMING OUT OF WARRANTY REPAIRS AND PROVIDING REPLACEMENT PARTS FOR BOBCAT MANUFACTURED EQUIPMENT, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT AND AUTHORIZING THE MAYOR OR DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH BOBCAT ENTERPRISES RELATED TO THE PROCUREMENT OF THESE GOODS AND SERVICES.

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

Section 1 - That Bobcat Enterprises, be and hereby is established as a sole source provider for performing out of warranty repairs and providing replacement parts for Bobcat manufactured equipment, for the Division of Facilities and Fleet Management, and authorizing the Mayor or designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Bobcat Enterprises, related to the procurement of these goods and services.

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
1122-24:GET: 4888-7111-7561, v. 1

RESOLUTION NO. 600 -2024

A RESOLUTION ESTABLISHING BOBCAT ENTERPRISES AS A SOLE SOURCE PROVIDER FOR PERFORMING OUT OF WARRANTY REPAIRS AND PROVIDING REPLACEMENT PARTS FOR BOBCAT MANUFACTURED EQUIPMENT, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT AND AUTHORIZING THE MAYOR OR DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH BOBCAT ENTERPRISES RELATED TO THE PROCUREMENT OF THESE GOODS AND SERVICES.

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

Section 1 - That Bobcat Enterprises, be and hereby is established as a sole source provider for performing out of warranty repairs and providing replacement parts for Bobcat manufactured equipment, for the Division of Facilities and Fleet Management, and authorizing the Mayor or designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Bobcat Enterprises, related to the procurement of these goods and services.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1123-24

File ID: 1123-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/05/2024

File Name: Incentive Grant for 1000 Delaware, LLC.

Final Action: 12/03/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to 1000 Delaware, LLC, for a Stormwater Quality Project, at a cost not to exceed \$13,966. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 12/03/2024

Attachments: Blue Sheet Memo, FY25 Class BI - 1000 Delaware - Council Map full, FY25 Class BI - 1000 Delaware, LLC (Feasibility) GAA_signed by Grantee, 1123-24-1000 Delaware LLC Class B Infrastructure Incentive Grant 4866-4291-8141 v.1.docx, R-601-2024, Contract #370-2024

Enactment Number: R-601-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1123-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to 1000 Delaware, LLC, for a Stormwater Quality Project, at a cost not to exceed \$13,966. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY25 Class B Infrastructure Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC, in the amount of \$13,966.00 to complete a feasibility study to identify landscape and stormwater best management practices to address water quality issues. Located at 1000 Delaware Ave. Funds are Budgeted.

(L1123-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes. Evan P Thompson 11/04/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$13,966.00

Annual Impact: \$

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,673,910.00



TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 4, 2024

SUBJECT: Recommendation for an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC, in the amount of \$13,966.00.

Purpose of Request

Grant funds will be used to complete a Feasibility Study to identify landscape and stormwater BMPs to address water quality issues using criteria like the Sustainable SITES Initiative, LEED Rating System, and other comprehensive rating systems for sustainable landscapes, as well as select Best Management Practices (BMPs) for the property located at 1000 Delaware Avenue, Lexington, Kentucky 40502, PVA #46278575 owned by 1000 Delaware, LLC.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of \$13,966.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



1000 Delaware, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **1000 DELAWARE, LLC, 357 PRESTON AVENUE, LEXINGTON, KENTUCKY 40502** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

- (1) The Government hereby grants the Grantee the sum of **\$13,966.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **1000 DELAWARE AVENUE, LEXINGTON, KENTUCKY 40505** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
 - ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~
 (N/A to Feasibility Only Grants)
 - (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
 - ~~• Summary of final construction costs and quantities;~~
 - ~~• Copies of all federal, state, and local permits obtained for the project;~~
 - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
 - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
 - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~
 (N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Pro-

gram Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)
- (20) ~~The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

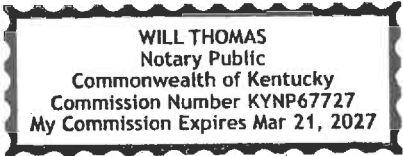
BY: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION &
PROPERTY OWNER:

1000 DELAWARE, LLC
357 PRESTON AVENUE
LEXINGTON, KENTUCKY 40502



BY: Will Hanrahan
NAME: WILL HANRAHAN
TITLE: MEMBER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Will Hanrahan, as the duly authorized representative for and on behalf of 1000 Delaware LLC, on this the 31st day of October, 2024.
My commission expires: 3/21/2027.

[Signature]
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
1000 Delaware, LLC

- GRANT PROGRAM**

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects
 - Funded through the LFUCG Water Quality Management Fee
 - Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
 - Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

- Grantee Organization:**

1000 Delaware, LLC
357 Preston Avenue
Lexington, KY 40502
KY Organization #1309459

WH
- Primary Project Contact:**

Will Hanrahan
859-948-9494 (phone)
will@1000delaware.com (email)
- Project Manager:**

Sarah Hui Hanrahan
502-489-1800 (phone)
sarah.hanrahan12@gmail.com (email)
- Project Site Location & Property Owner:**

1000 Delaware, LLC
1000 Delaware Avenue
Lexington, KY 40505
PVA #46278575
- Design Professional Firm:**

Earthcycle Design, LLC
3168 Arrowhead Drive
Lexington, KY 40503
859-221-9067 (phone)
Scott Southall, PLA (Landscape Architect) (Professional of Record)
bsouthall@ecdsite.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify landscape and stormwater BMPs to address water quality issues using criteria like the Sustainable SITES Initiative, LEED Rating System, and other comprehensive rating systems for sustainable landscapes, as well as select Best Management Practices (BMPs) for the property located at 1000 Delaware Avenue, Lexington, Kentucky 40502, PVA #46278575 (*as shown in Figure 1 – Map of Project Area*) owned by 1000 Delaware, LLC.

- 1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:**

a) Stormwater Management - The feasibility study will evaluate the opportunities to redevelop the 1-acre site and integrate stormwater management through vegetated roofs, rainwater harvesting for non-potable use at both a building's interior and exterior, permeable pavement, bio-infiltration and infiltration measures, reduced impervious area, rain gardens, vegetated swales and increased tree canopy.

b) Stormwater Education – The feasibility study will evaluate and explore future educational opportunities associated with the implementation of the project by utilizing Sustainable SITES and LEED Rating System to be a model for sustainable land management and related education for similar mixed-use development throughout the Lexington community.

2) ***FINAL FEASIBILITY REPORT***

The results of the Feasibility Study will be presented in a final report that will include the following items:

- a) Report evaluating the use of the potential BMP(s) on the proposed site
- b) Conceptual design concept
- c) Detailed cost estimate for design
- d) Conceptual cost estimate for construction
- e) Applicant to also provide a letter certifying all BMPs proposed for design as viable and feasible for the specific site and application, signed and sealed by either a registered landscape architect or professional engineer licensed in the Commonwealth of Kentucky, at the end of the Feasibility Phase.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

- 1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice of Grant Award	October 2024
Grant Award Agreement (GAA) signed by 1000 Delaware LLC	November 2024 – January 2025
GAA notice to proceed (NTP) from LFUCG	January – February 2025
Site Survey	May 2025
Feasibility Study	May – August 2025
Final Report and Grant Closeout	August – September 2025

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	\$ 13,966.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 3,491.50
	Est. Total Project Cost	\$ 17,457.50

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Grant Management							
2	Professional Service Hours	ECD	Grant Management	\$ 162.40 per hour	21.5	\$ 3,491.50	\$ -	\$ 3,491.50
3	Project Element: Design							
4	Professional Service Hours	Surveyor	Base Map / Boundary Site Survey (survey crew)	\$ 175.00 per hour	0	\$ -	\$ -	\$ -
5	Professional Service Hours	ECD	Site Visit and Inventory	\$ 165.00 per hour	8	\$ -	\$ 1,320.00	\$ 1,320.00
6	Professional Service Hours	ECD	Site Analysis w/ Owner	\$ 165.00 per hour	16	\$ -	\$ 2,640.00	\$ 2,640.00
7	Professional Service Hours	Architect	Green Building Design Criteria	\$ 165.00 per hour	0	\$ -	\$ -	\$ -
8	Professional Service Hours	ECD	Preliminary Feasibility BMP's selection	\$ 165.00 per hour	24	\$ -	\$ 3,960.00	\$ 3,960.00
9	Professional Service Hours	ECD	Review preliminary feasibility selection w/ Owner	\$ 165.00 per hour	8	\$ -	\$ 1,320.00	\$ 1,320.00
10	Professional Service Hours	ECD	Prepare Feasibility Plan and Study	\$ 165.00 per hour	16.6	\$ -	\$ 2,746.00	\$ 2,746.00
11	Professional Service Hours	ECD	Review feasibility plan and study w/ Owner	\$ 165.00 per hour	8		\$ 1,320.00	\$ 1,320.00
12	Professional Service Hours	ECD	Final revisions and submit plan/study to Owner and LFUCG	\$ 165.00 per hour	4	\$ -	\$ 660.00	\$ 660.00
13	TOTAL PROJECT BUDGET:					\$ 3,491.50	\$ 13,966.00	\$ 17,457.50
14						ORGANIZATION	GRANT	
15						SHARE	SHARE	
16						20.0%	80.0%	
17	* Note: Organization share must be 20% of total project costs.							

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO 1000 DELAWARE, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$13,966.00.

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, awarding a Class B (Infrastructure) Incentive Grant to 1000 Delaware, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$13,966.00, be and hereby is approved for payment to 1000 Delaware, LLC, from account # 4052-303204-3373-78112, 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
1123-24:EPT_4866-4291-8141, v. 1

RESOLUTION NO. 601 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO 1000 DELAWARE, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$13,966.00.

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, awarding a Class B (Infrastructure) Incentive Grant to 1000 Delaware, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$13,966.00, be and hereby is approved for payment to 1000 Delaware, LLC, from account # 4052-303204-3373-78112, 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: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1123-24:EPT_4866-4291-8141, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 22 day of January, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **1000 DELAWARE, LLC, 357 PRESTON AVENUE, LEXINGTON, KENTUCKY 40502** (hereinafter "Grantee" and "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

- (1) The Government hereby grants the Grantee the sum of \$13,966.00 (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): 1000 DELAWARE AVENUE, LEXINGTON, KENTUCKY 40505 currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:

- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~

- ~~• Set of all final design calculations;~~
- ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~• Set of final specifications and bidding documents (if applicable);~~
- ~~• Final detailed engineer's construction cost estimate including quantities;~~
- ~~• All required permit submittals and approvals;~~
- ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

(c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~

- ~~• Summary of final construction costs and quantities;~~
- ~~• Copies of all federal, state, and local permits obtained for the project;~~
- ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~

(N/A to Feasibility Only Grants)

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
- (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
- (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
- (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within 15 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Pro-

gram Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)
- (20) ~~The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: *Linda Gorton*

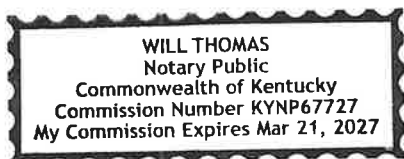
LINDA GORTON, MAYOR

ATTEST:

Deputy
Mackenzie Stock
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION &
PROPERTY OWNER:**

**1000 DELAWARE, LLC
357 PRESTON AVENUE
LEXINGTON, KENTUCKY 40502**



BY: *Will Hanrahan*

NAME: WILL HANRAHAN

TITLE: MEMBER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Will Hanrahan, as the duly authorized representative for and on behalf of 1000 Delaware, LLC, on this the 31st day of October, 2024.

My commission expires: 3/21/2027.

[Signature]

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
1000 Delaware, LLC

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	1000 Delaware, LLC 357 Preston Avenue Lexington, KY 40502 KY Organization #1309459	W#
Primary Project Contact:	Will Hanrahan 859-948-9494 (phone) will@1000delaware.com (email)	
Project Manager:	Sarah Hui Hanrahan 502-489-1800 (phone) sarah.hanrahan12@gmail.com (email)	
Project Site Location & Property Owner:	1000 Delaware, LLC 1000 Delaware Avenue Lexington, KY 40505 PVA #46278575	
Design Professional Firm:	Earthcycle Design, LLC 3168 Arrowhead Drive Lexington, KY 40503 859-221-9067 (phone) Scott Southall, PLA (Landscape Architect) (Professional of Record) bsouthall@ecdsite.com (email)	

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify landscape and stormwater BMPs to address water quality issues using criteria like the Sustainable SITES Initiative, LEED Rating System, and other comprehensive rating systems for sustainable landscapes, as well as select Best Management Practices (BMPs) for the property located at 1000 Delaware Avenue, Lexington, Kentucky 40502, PVA #46278575 (*as shown in Figure 1 – Map of Project Area*) owned by 1000 Delaware, LLC.

1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:

- a) **Stormwater Management** - The feasibility study will evaluate the opportunities to redevelop the 1-acre site and integrate stormwater management through vegetated roofs, rainwater harvesting for non-potable use at both a building's interior and exterior, permeable pavement, bio-infiltration and infiltration measures, reduced impervious area, rain gardens, vegetated swales and increased tree canopy.
- b) **Stormwater Education** – The feasibility study will evaluate and explore future educational opportunities associated with the implementation of the project by utilizing Sustainable SITES and LEED Rating System to be a model for sustainable land management and related education for similar mixed-use development throughout the Lexington community.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include the following items:

- a) Report evaluating the use of the potential BMP(s) on the proposed site
- b) Conceptual design concept
- c) Detailed cost estimate for design
- d) Conceptual cost estimate for construction
- e) Applicant to also provide a letter certifying all BMPs proposed for design as viable and feasible for the specific site and application, signed and sealed by either a registered landscape architect or professional engineer licensed in the Commonwealth of Kentucky, at the end of the Feasibility Phase.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

- 1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice of Grant Award	October 2024
Grant Award Agreement (GAA) signed by 1000 Delaware LLC	November 2024 – January 2025
GAA notice to proceed (NTP) from LFUCG	January – February 2025
Site Survey	May 2025
Feasibility Study	May – August 2025
Final Report and Grant Closeout	August – September 2025

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	\$ 13,966.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 3,491.50
	Est. Total Project Cost	\$ 17,457.50

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_kv.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Grant Management							
2	Professional Service Hours	ECD	Grant Management	\$ 162.40 per hour	21.5	\$ 3,491.50	\$ -	\$ 3,491.50
3	Project Element: Design							
4	Professional Service Hours	Surveyor	Base Map / Boundary Site Survey (survey crew)	\$ 175.00 per hour	0	\$ -	\$ -	\$ -
5	Professional Service Hours	ECD	Site Visit and Inventory	\$ 165.00 per hour	8	\$ -	\$ 1,320.00	\$ 1,320.00
6	Professional Service Hours	ECD	Site Analysis w/ Owner	\$ 165.00 per hour	16	\$ -	\$ 2,640.00	\$ 2,640.00
7	Professional Service Hours	Architect	Green Building Design Criteria	\$ 165.00 per hour	0	\$ -	\$ -	\$ -
8	Professional Service Hours	ECD	Preliminary Feasibility BMP's selection	\$ 165.00 per hour	24	\$ -	\$ 3,960.00	\$ 3,960.00
9	Professional Service Hours	ECD	Review preliminary feasibility selection w/ Owner	\$ 165.00 per hour	8	\$ -	\$ 1,320.00	\$ 1,320.00
10	Professional Service Hours	ECD	Prepare Feasibility Plan and Study	\$ 165.00 per hour	16.6	\$ -	\$ 2,746.00	\$ 2,746.00
11	Professional Service Hours	ECD	Review feasibility plan and study w/ Owner	\$ 165.00 per hour	8		\$ 1,320.00	\$ 1,320.00
12	Professional Service Hours	ECD	Final revisions and submit plan/study to Owner and LFUCG	\$ 165.00 per hour	4	\$ -	\$ 660.00	\$ 660.00
13	TOTAL PROJECT BUDGET:					\$ 3,491.50	\$ 13,966.00	\$ 17,457.50
14	COST SHARE % = 20.00% MUST BE > 20%					ORGANIZATION	GRANT	
15						SHARE	SHARE	
16						20.0%	80.0%	
17	* Note: Organization share must be 20% of total project costs.							

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



Stormwater Quality Projects Incentive Grant Program



1000 Delaware, LLC



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1125-24

File ID: 1125-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 352-2024

In Control: Urban County
Council

File Created: 11/06/2024

File Name: General Term Orders (CY2025) Fayette County
Clerk

Final Action: 12/03/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Clerk, establishing the number of deputies and assistants allowed to the County Clerk and their respective compensation, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. [Dept. of Finance, Hensley]

Notes: Signed and filed in the CCO. Returned to Robin Adams 12/10/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: Memo CY25 GTO Fayette County Clerk, CY25
Fayette Co Clerk GTO, 1125-24- GTO for County
Clerk 4864-6715-0845 v.1.docx, R-602-2024,
Contract #352-2024

Enactment Number: R-602-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

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	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1125-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Clerk, establishing the number of deputies and assistants allowed to the County Clerk and their respective compensation,

subject to the limits for each category as specified in the General Term Orders and the requirements established by law. [Dept. of Finance, Hensley]

Summary

Request Council authorization to execute the 2025 General Term Orders for the Fayette County Clerk, establishing the number of assistants allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law.

Budgetary Implications: N/A

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

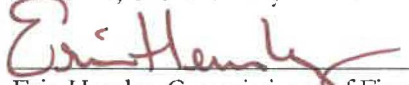
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Erin Hensley, Commissioner of Finance

DATE: November 6, 2024

SUBJECT: General Term Orders – 2025 Fayette County Clerk

Request

Authorization to execute the 2025 General Term Orders for the Fayette County Clerk.

Why are you requesting?

Department needs this action completed because this action is required for expenditures of the office to be processed by the Department of Local Government, including establishing the number of assistants allowed and their respective compensations. The following table summarizes the revised budget outlined in the GTO'.

2025 GTO – COUNTY CLERK		
Receipts		\$6,800,000.00
Surplus		\$800,000.00
Total Funds Available		\$7,600,000.00
Personnel		\$6,500,000.00
Operating		\$692,000.00
Equipment		\$400,000.00
Discretionary Funds		\$8,000.00
Total Expenditures		\$7,600,000.00

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?

The funds are budgeted: N/A

Account number: N/A

File Number: 1125-24

Commissioner: Erin Hensley



GENERAL TERM ORDER

County of Fayette

Office of County Clerk

Date October 2, 2024

Order Authorizing Expenditures

Calendar Year 2025

Comes, Susan Lamb, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2025.

Whereas, the receipts, to the 75% account, of the office of the County Clerk for the calendar year 2023 were \$ 6,787,224.12, and for the calendar year 2024 were \$ 7,430,000.00 (est.), and, whereas, I estimate the receipts for the calendar year 2025 to be \$ 7,600,000.00.

Estimated Receipts Calendar Year <u>2025</u>	\$ <u>6,800,000.00</u>
--	------------------------

Surplus or (Deficit) December 31, <u>2024</u>	\$ <u>800,000.00</u>
---	----------------------

Estimated Funds Available Calendar Year <u>2025</u>	\$ <u>7,600,000.00</u>
---	------------------------

It is hereby moved that the County Clerk be allowed to expend the total sum of \$ 7,600,000.00 for the operation of the office during the calendar year 2025. It is hereby further requested that this total sum of \$ 7,600,000.00 be allocated as follows:

Salaries and Employer's Share of F.I.C.A., Retirement & Insurance	\$ <u>6,500,000.00</u>
Regular Office Expenses	\$ <u>692,000.00</u>
Equipment	\$ <u>400,000.00</u>
Discretionary Funds	\$ <u>8,000.00</u>
Total	\$ <u>7,600,000.00</u>

The County Clerk further requests, that with the amount of \$ 6,500,000.00 requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ up to 80 deputies with the understanding that all deputies will serve at the pleasure of the said County Clerk with the County Clerk having full power of substitution from time to time as he/she may see fit. Finally, the County Clerk requests discretionary funds of \$ 8,000.00 for personnel support in the form of retirement and holiday celebrations, professional development, wellness program, and other related incidental expenses.

Respectfully submitted,



Susan Lamb, Fayette County Clerk

APPROVED AND ORDERED BY:

Linda Gorton, Mayor

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE 2025 GENERAL TERM ORDERS FOR THE FAYETTE COUNTY CLERK, ESTABLISHING THE NUMBER OF DEPUTIES AND ASSISTANTS ALLOWED TO THE COUNTY CLERK AND THEIR RESPECTIVE COMPENSATION, SUBJECT TO THE LIMITS FOR EACH CATEGORY AS SPECIFIED IN THE GENERAL TERM ORDERS AND THE REQUIREMENTS ESTABLISHED BY LAW.

WHEREAS, KRS 64.350(1) provides that in counties having a population of seventy thousand (70,000) or more, the salaries of the county clerks and sheriffs and of their deputies and all necessary office expenses, including the equipping, furnishing, maintaining, and operation of the offices, shall be paid out of the State Treasury in amounts not to exceed seventy-five percent (75%) of the fees collected by the officers respectively; and

WHEREAS, KRS 64.345(2) and (5) provide that the amount allowed for the necessary office expenses of the County Clerk and Sheriff, respectively, and the number of deputies and assistants allowed to each officer and the compensation allowed to each deputy and assistant, subject to the limits established in KRS 64.350(1), shall be approved by the legislative body and signed by the executive authority in counties containing an urban-county form of government; and

WHEREAS, the County Clerk has presented to this Council orders (the "General Term Orders") which would authorize these expenditures and set the number of deputies and assistants, subject to the limits for each category as specified in the General Term Orders, for calendar year 2025.

NOW, THEREFORE, 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 2025 General Term Orders for the County Clerk, which are attached hereto and incorporated herein by reference, to establish the number of deputies and assistants allowed to the County Clerk and the compensation allowed to each deputy and assistant, subject to the limits for each category as specified in the General Term Orders and the requirements of KRS

64.350(1).

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
1125-24:EPT_4864-6715-0845, v. 1

RESOLUTION NO. 602 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE 2025 GENERAL TERM ORDERS FOR THE FAYETTE COUNTY CLERK, ESTABLISHING THE NUMBER OF DEPUTIES AND ASSISTANTS ALLOWED TO THE COUNTY CLERK AND THEIR RESPECTIVE COMPENSATION, SUBJECT TO THE LIMITS FOR EACH CATEGORY AS SPECIFIED IN THE GENERAL TERM ORDERS AND THE REQUIREMENTS ESTABLISHED BY LAW.

WHEREAS, KRS 64.350(1) provides that in counties having a population of seventy thousand (70,000) or more, the salaries of the county clerks and sheriffs and of their deputies and all necessary office expenses, including the equipping, furnishing, maintaining, and operation of the offices, shall be paid out of the State Treasury in amounts not to exceed seventy-five percent (75%) of the fees collected by the officers respectively; and

WHEREAS, KRS 64.345(2) and (5) provide that the amount allowed for the necessary office expenses of the County Clerk and Sheriff, respectively, and the number of deputies and assistants allowed to each officer and the compensation allowed to each deputy and assistant, subject to the limits established in KRS 64.350(1), shall be approved by the legislative body and signed by the executive authority in counties containing an urban-county form of government; and

WHEREAS, the County Clerk has presented to this Council orders (the "General Term Orders") which would authorize these expenditures and set the number of deputies and assistants, subject to the limits for each category as specified in the General Term Orders, for calendar year 2025.

NOW, THEREFORE, 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 2025 General Term Orders for the County Clerk, which are attached hereto and incorporated herein by reference, to establish the number of deputies and assistants allowed to the County Clerk and the compensation allowed to each deputy and assistant, subject to the limits for each category as specified in the General Term Orders and the requirements of KRS 64.350(1).

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
1125-24:EPT_4864-6715-0845, v. 1

GENERAL TERM ORDER

County of Fayette
Office of County Clerk

Date October 2, 2024
Order Authorizing Expenditures
Calendar Year 2025

Comes, Susan Lamb, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2025.

Whereas, the receipts, to the 75% account, of the office of the County Clerk for the calendar year 2023 were \$ 6,787,224.12, and for the calendar year 2024 were \$ 7,430,000.00 (est.), and, whereas, I estimate the receipts for the calendar year 2025 to be \$ 7,600,000.00.

Estimated Receipts Calendar Year 2025 \$ 6,800,000.00

Surplus or (Deficit) December 31, 2024 \$ 800,000.00

Estimated Funds Available Calendar Year 2025 \$ 7,600,000.00

It is hereby moved that the County Clerk be allowed to expend the total sum of \$ 7,600,000.00 for the operation of the office during the calendar year 2025. It is hereby further requested that this total sum of \$ 7,600,000.00 be allocated as follows:

Salaries and Employer's Share of F.I.C.A.,	
Retirement & Insurance	\$ <u>6,500,000.00</u>
Regular Office Expenses	\$ <u>692,000.00</u>
Equipment	\$ <u>400,000.00</u>
Discretionary Funds	\$ <u>8,000.00</u>
Total	\$ <u>7,600,000.00</u>

The County Clerk further requests, that with the amount of \$ 6,500,000.00 requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ up to 80 deputies with the understanding that all deputies will serve at the pleasure of the said County Clerk with the County Clerk having full power of substitution from time to time as he/she may see fit. Finally, the County Clerk requests discretionary funds of \$ 8,000.00 for personnel support in the form of retirement and holiday celebrations, professional development, wellness program, and other related incidental expenses.

Respectfully submitted,



Susan Lamb, Fayette County Clerk

APPROVED AND ORDERED BY:



Linda Gorton, Mayor



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1127-24

File ID: 1127-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/06/2024

File Name: 25-0028- Extend Position - Police

Final Action: 12/03/2024

Title: An Ordinance amending the authorized strength by extending the term of one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, through February 28, 2025, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 12/03/2024

Attachments: Bluesheet Memo 25-0028, Police Memo, ORD
1127-24 Extend Behavioral Health and Wellness
Coordinator 4870-5934-5400 v.1.doc, O-133-2024

Enactment Number: O-133-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1127-24

Title

An Ordinance amending the authorized strength by extending the term of one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, through February 28, 2025, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to extend one (1) unclassified position of Behavioral Health & Wellness Coordinator (Grade 523E) through February 28, 2025, in the Division of Police, effective

upon passage of Council. (L1127-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 5, 2024

SUBJECT: Extend Position – Division of Police

Request:

The attached is requesting authorization to extend one (1) unclassified position of Behavioral Health & Wellness Coordinator (Grade 523E) through February 28, 2025, in the Division of Police, effective upon passage of Council.

Why are you requesting?

The Lexington Police Department (LPD) was awarded funding dedicated to this position for a two-year period which commenced in August 2022. Since the creation of this position, the LPD has seen substantial and growing use of the behavioral health program. The LPD submitted a request to extend the use of the funding and the request was upheld by the grantor (USDOJ, C.O.P.S) due to the hiring process taking longer than expected. The LPD plans to create a classified civil service position in 2025.

File Number: 1127-24

Director/Commission: Glenda Humphrey George/Sally Hamilton

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





LEXINGTON POLICE
DEPARTMENT
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE
October 30, 2024

EFFECTIVE DATE

NUMBER
COP:24-0265

TO:

Commissioner Kenneth Armstrong
Department of Public Safety

SUBJECT:

Request for Extension of Grant Funded Term -
Behavioral Health & Wellness Coordinator

FROM:

Chief Lawrence B. Weathers
Lexington Police Department

The Bureau of Training & Wellness would like to request a term extension for the grant-funded position of *Behavioral Health & Wellness Coordinator* which is currently held by Katelin Johnson, LPCC. The Lexington Police Department was originally awarded funding dedicated to this position for a two-year period which commenced in August 2022. Since the creation of this position, the Lexington Police Department has seen substantial and growing use of the behavioral health program.

This extension request comes as a result of the initial position creation and hiring process taking longer than expected and as such, the Lexington Police Department wanted to capitalize on the available funding despite the late start in implementing the program. In order to do so, a request was made and upheld by the grantor (*USDOJ, C.O.P.S.*) which pushed the funding expiration date from August 31st, 2024 to February 28th, 2025.

We are requesting that Human Resources submit this request for Legistar approval for the Behavioral Health and Wellness Coordinator grant-funded position to be extended until February 28, 2025. In addition, we will be submitting a request to make this position a permanent classified position, to be effective March 1, 2025.

Lawrence B. Weathers
Chief of Police

LBW/rmh

cc: Assistant Chief Holland

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY EXTENDING THE TERM OF ONE (1) UNCLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, THROUGH FEBRUARY 28, 2025, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That one (1) position of Behavioral Health and Wellness Coordinator, Grade 523E, be and hereby is extended through February 28, 2025, in the Division of Police.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
Published:
1127-24:GET:4870-5934-5400, v. 1

ORDINANCE NO. 133 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY EXTENDING THE TERM OF ONE (1) UNCLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, THROUGH FEBRUARY 28, 2025, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That one (1) position of Behavioral Health and Wellness Coordinator, Grade 523E, be and hereby is extended through February 28, 2025, in the Division of Police.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published: December 13, 2024-1t



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1128-24

File ID: 1128-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 358-2024

In Control: Urban County
Council

File Created: 11/06/2024

File Name: 25-0024 - Agreement with Transamerica Life
Insurance Company

Final Action: 12/03/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Transamerica Life Insurance Co. for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees, at no cost to the Urban County Government. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. Returned to Alana via scans 12/12/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: Bluesheet Memo 25-0024, Transamerica - New Agreement 2025, 1128-24- Transamerica Life Insurance Renewal 4870-0501-7336 v.1.docx, R-603-2024, Contract #358-2024, Contract #358-2024 (2)

Enactment Number: R-603-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1128-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Transamerica Life Insurance Co. for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees, at no cost to the Urban County Government. [Div. of Human Resources, George]

Summary

Authorization to execute a renewal Agreement with Transamerica Life Insurance Company for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees. There are no changes in coverage. All employees who participate in the Guaranteed Issue Whole Life policy will receive up to \$150,000 in coverage with accelerated benefits to support both Long Term Care and terminal illness. There is no charge to Lexington-Fayette Urban County Government. (L1128-24) (George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes Completed by Michael Cravens, 10/30/2024

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

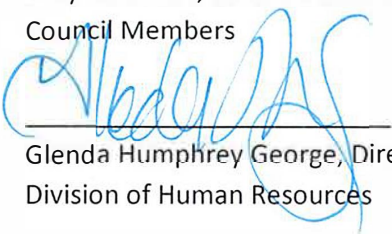
Activity:

Budget Reference:

Current Balance:



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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: October 30, 2024

RE: Agreement with Transamerica Life Insurance Company

Request:

We request authorization to execute a renewal agreement with Transamerica Life Insurance Company for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees. There are no changes in coverage. All employees who participate in the Guaranteed Issue Whole Life policy will receive up to \$150,000 in coverage with accelerated benefits to support both Long Term Care and terminal illness.

There is no charge to Lexington-Fayette Urban County Government.

File Number: 1128.24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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





Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA
Administrative Office: P.O. Box 219
Cedar Rapids, IA 52406-0219

Life and Health
Group Application
and Agreement

Name of Group: Lexington Fayette Urban County Government	Tax ID Number:	SIC Code: 9121	Website Address:
Street Address: 200 East Main St	City: Lexington	State: KY	Zip Code: 40507
Contact Name:	Email Address:	Phone #:	Fax #:
Nature of Group: Legislative Bodies	# of Employees:	# Eligible for Coverage: 3100	# of Years in Existence:

You hereby authorize Transamerica Life Insurance Company, our authorized agents or our enrollers (collectively referred to as we, us, or our) to offer each of your eligible employees/members the opportunity to purchase insurance coverage as described in this form. This authorization is based upon the following agreements:

1. We customarily conduct an annual enrollment program for your eligible employees/members. You will provide us with census data if needed for us to determine proper enrollment eligibility.
2. The initial enrollment shall take place from to . You will provide us direct access to your employees/members to obtain applications through group meetings and individual interviews in a suitable location on your property during normal business hours, or through other means mutually agreed upon between you and us. Participation in your group must meet our minimum participation requirements. We reserve the right to withdraw from the enrollment and cancel any applications already obtained if these conditions are not satisfied.
3. Unless otherwise agreed upon by you and us, you will collect premiums from your participating employees/members. You will forward the premiums to us within 15 days after you receive the monthly bill. You will maintain records of all premiums collected from your employees/members while this agreement remains in force and for two years after it terminates. During this period, you will make these records available for inspection and audit by us during normal business hours. If premium contributions collected by you, your employees, or your vendors are misappropriated, you will reimburse us for our entire loss, including attorney fees and expenses incurred in collection, to the extent permitted by the laws of your state.
4. Do benefit selections vary by class? No Yes (define classes below)

Definition of Class 1:	
Definition of Class 2:	
Definition of Class 3:	
Definition of Class 4:	

5. Eligibility for insurance:

- a. Employer Groups - eligible employees are defined as those who work at least hours per week for you, and have been so employed for at least days.

Class 1	Class 2	Class 3	Class 4

hours per week for you,
days.

- b. Member Groups - eligible members are defined as members of an eligible class of members, who are in good standing in accordance with your by-laws.
6. Is dependent coverage being offered? Yes No
7. Is coverage being offered through a Section 125 plan? Yes No
- If "yes", which product(s):
Whole Life 13
- Plan Start Date: Plan Anniversary Date
8. Is coverage being offered replacing existing coverage? Yes No
- If "yes", which product(s):
Whole Life 13

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, any information concerning any fact material thereto, commits a fraudulent insurance act which is a crime.

I understand and agree that this application will be made part of each group master policy issued as a result of this application. The Group listed above will be named as the Policyholder for each group master policy. I agree that no insurance will be effective until approved by us at our administrative office.

Signed in (City/State) This Day of (Month/Year)

Signature of Officer Email Address

Print Name and Title of Officer

Signature of Licensed Agent/Producer Email Address

Print Name of Licensed Agent/Producer Agent/Producer Number License Number

Billing Information

Billing Name (if other than group name):			
Billing Address:	City:	State:	Zip Code:
Billing Contact Name:	Email Address:	Phone #:	Fax #:
Billing Address is: Group Policyholder Third Party Administrator Premium Collection Agency (Requires a Premium Collection Agreement)			

Pay periods per year:	Payments will be remitted: After each deduction Monthly Other	
Payroll deductions per year:	Premium amount on bill should reflect: Levelized amount over 12 months Actual amount of deductions	
First payroll deduction date:	Preferred billing sequence: Alphabetical Social Security Number Employee ID	
First bill due date:	Preferred Billing Method: Paper Website Self-Bill	Multiple Billing Locations: No Yes (attach listing)

Insurance Selections

(Product and Rider availability subject to state approval)

Participation Requirement: Each group master policy requires a minimum of 2 covered lives or the state minimum, whichever is greater in order to be issued and remain in force. Any group master that falls below this requirement may be terminated, subject to the notice requirements in the master policy. Special underwriting offers may require higher participation in order to continue receiving the special underwriting offer for new insureds.

Master Contract Delivery: Electronic Delivery or Paper (US Mail) Delivery														
Group Interest Sensitive Whole Life Insurance WL13	Group Contribution? Yes No <i>If yes, list amount or %:</i>	Requested Effective Date:												
<table><tr><td></td><td>Plan Option 1</td></tr><tr><td>Accelerated Death Benefit for Terminal Condition Rider</td><td>Included</td></tr><tr><td>Waiver of Premium for Layoff or Strike Rider</td><td>Included</td></tr><tr><td>Accelerated Death Benefit for Chronic Condition Rider</td><td>Included</td></tr><tr><td>Extension of Benefits Rider</td><td>Included</td></tr><tr><td>Child Level Term Insurance Rider</td><td>Included</td></tr></table>				Plan Option 1	Accelerated Death Benefit for Terminal Condition Rider	Included	Waiver of Premium for Layoff or Strike Rider	Included	Accelerated Death Benefit for Chronic Condition Rider	Included	Extension of Benefits Rider	Included	Child Level Term Insurance Rider	Included
	Plan Option 1													
Accelerated Death Benefit for Terminal Condition Rider	Included													
Waiver of Premium for Layoff or Strike Rider	Included													
Accelerated Death Benefit for Chronic Condition Rider	Included													
Extension of Benefits Rider	Included													
Child Level Term Insurance Rider	Included													

TEB eServices Information & Authorization Form

Transamerica Employee Benefits – Online Administration tools

Simple

Simplify your administrative tasks with the tools and functionality available on our Employer Website. We provide secure, streamlined and easy-to-use processes for Policy and Group administration, Bill reconciliation and ePayment capability.

Fast

Complete policy and billing changes online, reconcile and submit your payment online; be on your way to the next item on your busy schedule.

Flexible

Use one, some or all of the website tools as needed. Flexibility to meet your needs is our goal. Our site is available on your schedule; research policy data, view paid and current bills, use our handy reference section to view a demo or print employee forms.

ePayments

Online Bill Reconciliation

Policy Changes

New Employee Enrollment
(for eligible products)

Termination of coverage

Print ID cards

Log in today at www.transamericaemployeebenefits.com to get started!



Welcome to Transamerica Employee Benefits.

We know it's essential for people to take care of their health today, without sacrificing their financial security for the future. And due to rising healthcare costs and ongoing market uncertainty, it's never been more important to protect what matters most.

Transamerica Employee Benefits offers a comprehensive suite of supplemental health and life insurance products designed to help fill the gaps major medical insurance leaves open. Our solutions can help cover the expenses and the interruption of income that can come with an unexpected medical emergency - and help protect employees' Wealth + Health™ at every stage of their lives.

Helping people understand how to leverage a variety of benefits can help them become more financially secure. Visit transamerica.com to access valuable information that can help guide decisions for individuals and families - because a plan for tomorrow is just as important as coverage for today.

Our online portal is designed specifically for you. Log in now to access your account information and more.

Customers

(Individuals, Employees & Their Families)

We make it easier to access your account information. Log on now to update personal information, view your policy, request a policy loan, request changes to your benefit amounts and file claims online.

[Customer login »](#)

Employers

(Employers & Plan Administrators)

We have online services designed specifically for you. Enjoy convenient access to your accounts and functionality that makes it easy to do business with Transamerica.

[Employer login »](#)

Producers

(Agents, Brokers & Sales Partners)

We provide a gateway to tools to help you succeed and grow your business, including access to Transamerica's innovative portfolio of voluntary life insurance and supplemental health benefits.

[Producer login »](#)

We also provide you, the Employer, with the option to designate an agent to have access to these tools on your behalf. To authorize such access, please complete the back of this form.

TEB-AgentAuth-0712

Instructions to Transamerica Life Insurance Company (Transamerica)

The undersigned Employer can perform certain administrative functions relating to its group insurance at www.transamericaemployeebenefits.com ("Website"). The Employer hereby directs Transamerica to also allow the Authorized Agent designated below, and such Agent's authorized designees, access to the Website as is needed to perform on behalf of the Employer the function(s) selected below.

(Check all that apply)

☐

Employee Administration functions

- Add/Enroll new employees (for eligible products)
- Change/Terminate employee status
- Change/Updated employee information
- Request policy change/cancellation

☐

Group Administration functions

- Bill reconciliation

Employer understands and agrees that (1) Employer is responsible for the transactions performed through the access granted in these instructions; (2) and Employer will notify Transamerica immediately upon learning of any errors in these transactions or upon any change to these instructions.

The person executing this document on behalf of the Employer represents and warrants that he or she is authorized to do so.

Employer Name: _____ Employer Number/Group Number _____

Authorized signature of Employer representative

Date

Name of Authorized Agent (please print)

Return completed forms to the TEB Home Office along with new case submission documents or return individually via mail, fax or email to your Client Relationship Manager.

TEB-AgentAuth-0712

Electronic System	Self-Admin
Spreadsheet	Paper

Billing & Enrollment Worksheet

Simplified Issue
Guarantee Issue

Employer Name		Date Billing Information Completed				
Billing Address is:		Group	Billing Administrator		Premium Collection Agency (include Premium Collection Agreement)	
Billing Name:						
Billing Address:						
Billing Contact Name:	Email Address:	Phone #	Payments	Payment Detail	Premium Discrepancies	Past Due Notification
1)						
2)						
3)						
Billing Options						
Payroll Schedule	Number of pay periods per year:		First deduction date:			
	Number of deductions per year:					
Bill Schedule:	Arrears		Advance			
Bill Delivery:	Website		Self-Bill		Paper	
Billed premium amount:	Levelized over 12 month		Actual amount of deduction			
Employee ID:	Social Security Number		Alternate Employee ID			
Billing Sort:	Name		Employee ID			
Multiple Billing Locations:	No		Yes			
	If yes, will each location remit payment separately? (attach listing with location name and address)					
	Will employees need to be listed by separate division on the billing statement?					
Payments and Remittance						
Payments remitted:	After each deduction		Monthly	Other		
Payment Method:	Website		ACH/Wire	Check		
Payment Detail Remitted:	Website		Electronic via email	Paper Statement		
Select one:						
	Credits		Refunds			
	Deduct from payment (self-bill)		Refund overpayments to:			
	Bill Credits		Pre-tax		Post-tax	
	Summary		Employee			
	Detail		Employer			
			Billing Administrator			
Employee Management						
Missed Deductions	Bill employee at home		Rebill group		Other	
Employee Request to						
Cancellation/Change:	Transamerica will handle		Refer to: Name:			
			Email:			
			Phone:			
Domicile State:						
Other Enrollment States:						
Enrollment Start Date:			Enrollment End Date:			
Enrollment Platform:			Will a Census be provided:		Yes	No
Enrollment Method:		Self Service	Call Center		Face to Face	
Product Selection:		Accident	Life Insurance			
		Disability	TransConnect			
		Critical Illness	TransChoice			
		Hospital Indemnity				
Eligibility:						
Waiting Period:						
Min Hours Worked:						
Domestic Partner Coverage:			Yes	No		

Self Admin Billing Worksheet

Employer Name:

Group Name:

Group Number: L0000

Contact Type: Group _____ Billing Administrator _____ Premium Collection Agency _____
(PCA Agreement Required)

Billing Address:

Billing Contact Name: Email Address: Phone# Prem Summary Premium Audit Past Due Notification

Billing Options:

Bill Schedule: Arrears _____ Advance _____

Division Setup: **Monthly (Only)**

(For Audit Purposes Only)

Payroll Schedule:

Number of pay periods per year: _

Number of deductions per year: _

First Deduction Date:

First Bill Due Date:

Delivery Method:

Self Administered-Bill Only (No Delivery)

The employer is responsible for calculating and remitting premium to Transamerica directly.

Payments Remitted: **Monthly (Only)**

Payment Method:

ACH/Wire _____

Check _____

Payment Summary:

Electronic _____

Print/Mail with Check _____

Refunds will not be issued. Credits should be deducted from payment.

Products Sold:

Employee Management:

*No term/cancel files should be remitted to Transamerica.

*Employer will notify employees of the option to convert. If they have an employee who wants to continue the coverage, they should contact the call center within 31 days of their termination.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH TRANSAMERICA LIFE INSURANCE COMPANY FOR THE VOLUNTARY WHOLE LIFE PLAN FOR ALL LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT EMPLOYEES, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Transamerica Life Insurance Company, for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1128-24:GET: 4870-0501-7336, v. 1

RESOLUTION NO. 603 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH TRANSAMERICA LIFE INSURANCE COMPANY FOR THE VOLUNTARY WHOLE LIFE PLAN FOR ALL LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT EMPLOYEES, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Transamerica Life Insurance Company, for the Voluntary Whole Life Plan for all Lexington-Fayette Urban County Government employees, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL



Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA
Administrative Office: P.O. Box 219
Cedar Rapids, IA 52406-0219

**Life and Health
Group Application
and Agreement**

Name of Group: Lexington Fayette Urban County Government	Tax ID Number: 61-0858140	SIC Code: 9121	Website Address:
Street Address: 200 East Main St	City: Lexington	State: KY	Zip Code: 40507
Contact Name: Kashene Horton	Email Address: khorton@lexingtonky.gov	Phone #: 859-258-3066	Fax #: 859-258-3956
Nature of Group: Legislative Bodies	# of Employees: 3575	# Eligible for Coverage: 3100	# of Years in Existence:

You hereby authorize Transamerica Life Insurance Company, our authorized agents or our enrollers (collectively referred to as we, us, or our) to offer each of your eligible employees/members the opportunity to purchase insurance coverage as described in this form. This authorization is based upon the following agreements:

- We customarily conduct an annual enrollment program for your eligible employees/members. You will provide us with census data if needed for us to determine proper enrollment eligibility.
- The initial enrollment shall take place from 10/21/24 to 10/31/24. You will provide us direct access to your employees/members to obtain applications through group meetings and individual interviews in a suitable location on your property during normal business hours, or through other means mutually agreed upon between you and us. Participation in your group must meet our minimum participation requirements. We reserve the right to withdraw from the enrollment and cancel any applications already obtained if these conditions are not satisfied.
- Unless otherwise agreed upon by you and us, you will collect premiums from your participating employees/members. You will forward the premiums to us within 15 days after you receive the monthly bill. You will maintain records of all premiums collected from your employees/members while this agreement remains in force and for two years after it terminates. During this period, you will make these records available for inspection and audit by us during normal business hours. If premium contributions collected by you, your employees, or your vendors are misappropriated, you will reimburse us for our entire loss, including attorney fees and expenses incurred in collection, to the extent permitted by the laws of your state.
- Do benefit selections vary by class? ☐ No ☒ Yes (define classes below)

Definition of Class 1:	Full Time Benefit Eligible
Definition of Class 2:	Part Time Benefit Eligible
Definition of Class 3:	
Definition of Class 4:	

5. Eligibility for insurance:

a. Employer Groups - eligible employees are defined as those who work at least

Class 1	Class 2	Class 3	Class 4
40	20		
0	730		

hours per week for you,

and have been so employed for at least 0 days.

b. Member Groups - eligible members are defined as members of an eligible class of members, who are in good standing in accordance with your by-laws.

- Is dependent coverage being offered? ☒ Yes ☐ No
- Is coverage being offered through a Section 125 plan? ☐ Yes ☒ No

If "yes", which product(s):

☐ Whole Life 13

Plan Start Date: 01/01/2024 Plan Anniversary Date

- Is coverage being offered replacing existing coverage? ☒ Yes ☐ No

If "yes", which product(s):

☒ Whole Life 13

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, any information concerning any fact material thereto, commits a fraudulent insurance act which is a crime.

I understand and agree that this application will be made part of each group master policy issued as a result of this application. The Group listed above will be named as the Policyholder for each group master policy. I agree that no insurance will be effective until approved by us at our administrative office.

Signed in (City/State) Lexington, KY This 12th Day of (Month/Year) 20 Dec. 2024

Signature of Officer

Email Address

Print Name and Title of Officer

benji@bimgroup.us

Signature of Licensed Agent/Producer

Email Address

Benji Mars

TR020362

Print Name of Licensed Agent/Producer

Agent/Producer Number

License Number

Billing Information

Billing Name (if other than group name): LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT			
Billing Address: 200 E. Main Street	City: Lexington	State: KY	Zip Code: 40507
Billing Contact Name: Winona Embry	Email Address: wembry@lexingtonky.gov	Phone #: 859-258-3034	Fax #: 859-425-2277
Billing Address is: ☒ Group Policyholder ☐ Third Party Administrator ☐ Premium Collection Agency (Requires a Premium Collection Agreement)			

Pay periods per year: 26
Payroll deductions per year: 26
First payroll deduction date: 01/03/2025
First bill due date: 2.1.2025

Payments will be remitted: ☒ After each deduction ☐ Monthly ☐ Other	
Premium amount on bill should reflect: ☐ Levelized amount over 12 months ☒ Actual amount of deductions	
Preferred billing sequence: ☒ Alphabetical ☐ Social Security Number ☐ Employee ID	
Preferred Billing Method: ☒ Paper ☐ Website ☐ Self-Bill	Multiple Billing Locations: ☒ No ☐ Yes (attach listing)

Insurance Selections

(Product and Rider availability subject to state approval)

Participation Requirement: Each group master policy requires a minimum of 2 covered lives or the state minimum, whichever is greater in order to be issued and remain in force. Any group master that falls below this requirement may be terminated, subject to the notice requirements in the master policy. Special underwriting offers may require higher participation in order to continue receiving the special underwriting offer for new insureds.

Master Contract Delivery: ☐ Electronic Delivery or ☐ Paper (US Mail) Delivery														
Group Interest Sensitive Whole Life Insurance WL13	Group Contribution? ☐ Yes ☒ No If yes, list amount or %:	Requested Effective Date: 2.1.2025												
<table border="1"><thead><tr><th></th><th>Plan Option 1</th></tr></thead><tbody><tr><td>Accelerated Death Benefit for Terminal Condition Rider</td><td>Included</td></tr><tr><td>Waiver of Premium for Layoff or Strike Rider</td><td>Included</td></tr><tr><td>Accelerated Death Benefit for Chronic Condition Rider</td><td>Included</td></tr><tr><td>Extension of Benefits Rider</td><td>Included</td></tr><tr><td>Child Level Term Insurance Rider</td><td>Included</td></tr></tbody></table>				Plan Option 1	Accelerated Death Benefit for Terminal Condition Rider	Included	Waiver of Premium for Layoff or Strike Rider	Included	Accelerated Death Benefit for Chronic Condition Rider	Included	Extension of Benefits Rider	Included	Child Level Term Insurance Rider	Included
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Child Level Term Insurance Rider	Included													

TEB eServices Information & Authorization Form

Transamerica Employee Benefits – Online Administration tools

Simple

Simplify your administrative tasks with the tools and functionality available on our Employer Website. We provide secure, streamlined and easy-to-use processes for Policy and Group administration, Bill reconciliation and ePayment capability.

Fast

Complete policy and billing changes online, reconcile and submit your payment online; be on your way to the next item on your busy schedule.

Flexible

Use one, some or all of the website tools as needed. Flexibility to meet your needs is our goal. Our site is available on your schedule; research policy data, view paid and current bills, use our handy reference section to view a demo or print employee forms.

ePayments

Online Bill Reconciliation

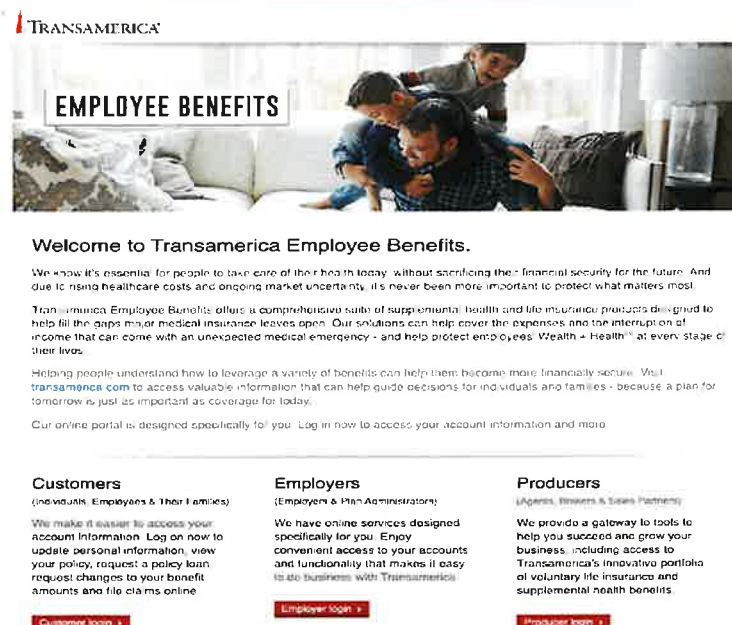
Policy Changes

New Employee Enrollment
(for eligible products)

Termination of coverage

Print ID cards

Log in today at www.transamericaemployeebenefits.com to get started!



TRANSAMERICA

EMPLOYEE BENEFITS

Welcome to Transamerica Employee Benefits.

We know it's essential for people to take care of their health today - without sacrificing their financial security for the future. And due to rising healthcare costs and ongoing market uncertainty, it's never been more important to protect what matters most.

Transamerica Employee Benefits offers a comprehensive suite of supplemental health and life insurance products designed to help fill the gaps major medical insurance leaves open. Our solutions can help cover the expenses and the interruption of income that can come with an unexpected medical emergency - and help protect employees' Wealth + HealthSM at every stage of their lives.

Helping people understand how to leverage a variety of benefits can help them become more financially secure. Visit transamerica.com to access valuable information that can help guide decisions for individuals and families - because a plan for tomorrow is just as important as coverage for today.

Our online portal is designed specifically for you. Log in now to access your account information and more.

Customers (Individuals, Employees & Their Families)	Employers (Employers & Plan Administrators)	Producers (Agents, Brokers & Sales Partners)
We make it easier to access your account information. Log on now to update personal information, view your policy, request a policy loan, request changes to your benefit amounts and file claims online.	We have online services designed specifically for you. Enjoy convenient access to your accounts and functionality that makes it easy to do business with Transamerica.	We provide a gateway to tools to help you succeed and grow your business, including access to Transamerica's innovative portfolio of voluntary life insurance and supplemental health benefits.
Customer login >	Employer login >	Producer login >

We also provide you, the Employer, with the option to designate an agent to have access to these tools on your behalf. To authorize such access, please complete the back of this form.

TEB-AgentAuth-0712

Instructions to Transamerica Life Insurance Company (Transamerica)

The undersigned Employer can perform certain administrative functions relating to its group insurance at www.transamericaemployeebenefits.com ("Website"). The Employer hereby directs Transamerica to also allow the Authorized Agent designated below, and such Agent's authorized designees, access to the Website as is needed to perform on behalf of the Employer the function(s) selected below.

(Check all that apply)

☐

Employee Administration functions

- Add/Enroll new employees (for eligible products)
- Change/Terminate employee status
- Change/Updated employee information
- Request policy change/cancellation

☐

Group Administration functions

- Bill reconciliation

Employer understands and agrees that (1) Employer is responsible for the transactions performed through the access granted in these instructions; (2) and Employer will notify Transamerica immediately upon learning of any errors in these transactions or upon any change to these instructions.

The person executing this document on behalf of the Employer represents and warrants that he or she is authorized to do so.

Employer Name: _____ Employer Number/Group Number _____

Authorized signature of Employer representative

Date

Name of Authorized Agent (please print)

Return completed forms to the TEB Home Office along with new case submission documents or return individually via mail, fax or email to your Client Relationship Manager.

TEB-AgentAuth-0712

Self Admin Billing Worksheet

Employer Name:

Group Name:

Group Number: L0000

Contact Type:

Group _____

Billing Administrator _____

Premium Collection Agency _____

(PCA Agreement Required)

Billing Address:

Billing Contact Name:

Email Address:

Phone#

Prem Summary

Premium Audit

Past Due Notification

Billing Options:

Bill Schedule:

Arrears _____ Advance _____

Division Setup:

Monthly (Only)

(For Audit Purposes Only)

Payroll Schedule:

Number of pay periods per year: _

Number of deductions per year: _

First Deduction Date:

First Bill Due Date:

Delivery Method:

Self Administered-Bill Only (No Delivery)

The employer is responsible for calculating and remitting premium to Transamerica directly.

Payments Remitted:

Monthly (Only)

Payment Method:

ACH/Wire _____

Check _____

Payment Summary:

Electronic _____

Print/Mail with Check _____

Refunds will not be issued. Credits should be deducted from payment.

Products Sold:

Employee Management:

*No term/cancel files should be remitted to Transamerica.

*Employer will notify employees of the option to convert. If they have an employee who wants to continue the coverage, they should contact the call center within 31 days of their termination.



Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA
Administrative Office: P.O. Box 219
Cedar Rapids, IA 52406-0219

**Life and Health
Group Application
and Agreement**

Name of Group: Lexington Fayette Urban County Government	Tax ID Number: 61-0858140	SIC Code: 9121	Website Address:
Street Address: 200 East Main St	City: Lexington	State: KY	Zip Code: 40507
Contact Name: Kashene Horton	Email Address: khorton@lexingtonky.gov	Phone #: 859-258-3066	Fax #: 859-258-3956
Nature of Group: Legislative Bodies	# of Employees: 3575	# Eligible for Coverage: 3100	# of Years in Existence:

You hereby authorize Transamerica Life Insurance Company, our authorized agents or our enrollers (collectively referred to as we, us, or our) to offer each of your eligible employees/members the opportunity to purchase insurance coverage as described in this form. This authorization is based upon the following agreements:

- We customarily conduct an annual enrollment program for your eligible employees/members. You will provide us with census data if needed for us to determine proper enrollment eligibility.
- The initial enrollment shall take place from 10/21/24 to 10/31/24. You will provide us direct access to your employees/members to obtain applications through group meetings and individual interviews in a suitable location on your property during normal business hours, or through other means mutually agreed upon between you and us. Participation in your group must meet our minimum participation requirements. We reserve the right to withdraw from the enrollment and cancel any applications already obtained if these conditions are not satisfied.
- Unless otherwise agreed upon by you and us, you will collect premiums from your participating employees/members. You will forward the premiums to us within 15 days after you receive the monthly bill. You will maintain records of all premiums collected from your employees/members while this agreement remains in force and for two years after it terminates. During this period, you will make these records available for inspection and audit by us during normal business hours. If premium contributions collected by you, your employees, or your vendors are misappropriated, you will reimburse us for our entire loss, including attorney fees and expenses incurred in collection, to the extent permitted by the laws of your state.
- Do benefit selections vary by class? ☐ No ☒ Yes (define classes below)

Definition of Class 1:	Full Time Benefit Eligible
Definition of Class 2:	Part Time Benefit Eligible
Definition of Class 3:	
Definition of Class 4:	

- Eligibility for insurance:

- Employer Groups - eligible employees are defined as those who work at least 40 hours per week for you, and have been so employed for at least 90 days.

Class 1	Class 2	Class 3	Class 4
40	20		
0	730		

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- Is dependent coverage being offered? ☒ Yes ☐ No
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If "yes", which product(s):
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Plan Start Date: 01/01/2024 Plan Anniversary Date:
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I understand and agree that this application will be made part of each group master policy issued as a result of this application. The Group listed above will be named as the Policyholder for each group master policy. I agree that no insurance will be effective until approved by us at our administrative office.

Signed in (City/State) Lexington, KY this 12th Day of (Month/Year) 20 Dec. 2024

Signature of Officer <i>Kashene Horton</i>	Email Address
Print Name and Title of Officer Kashene Horton	benji@bimgroup.us
Signature of Licensed Agent/Producer <i>Benji Mars</i>	Email Address
Print Name of Licensed Agent/Producer Benji Mars	TR020362
	Agent/Producer Number
	License Number

Billing Information

Billing Name (if other than group name): LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT			
Billing Address: 200 E. Main Street	City: Lexington	State: KY	Zip Code: 40507
Billing Contact Name: Winona Embry	Email Address: wembry@lexingtonky.gov	Phone #: 859-258-3034	Fax #: 859-425-2277
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(Product and Rider availability subject to state approval)

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TEB eServices Information & Authorization Form

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Fast

Complete policy and billing changes online, reconcile and submit your payment online; be on your way to the next item on your busy schedule.

Flexible

Use one, some or all of the website tools as needed. Flexibility to meet your needs is our goal. Our site is available on your schedule; research policy data, view paid and current bills, use our handy reference section to view a demo or print employee forms.

ePayments

Online Bill Reconciliation

Policy Changes

New Employee Enrollment
(for eligible products)

Termination of coverage

Print ID cards

Log in today at www.transamericaemployeebenefits.com to get started!



TRANSAMERICA

EMPLOYEE BENEFITS

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We know it's essential for people to take care of their health today, without sacrificing their financial security for the future. And due to rising healthcare costs and ongoing market uncertainty, it's never been more important to protect what matters most.

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Helping people understand how to leverage a variety of benefits can help them become more financially secure. Visit transamerica.com to access valuable information that can help guide decisions for individuals and families - because a plan for tomorrow is just as important as coverage for today.

Our online portal is designed specifically for you. Log in now to access your account information and more.

Customers
(Individuals, Employees & Their Families)

We make it easier to access your account information. Log on now to update personal information, view your policy, request a policy loan, request changes to your benefit amounts and file claims online.

[Customer login >](#)

Employers
(Employers & Plan Administrators)

We have online services designed specifically for you. Enjoy convenient access to your accounts and functionality that makes it easy to do business with Transamerica.

[Employer login >](#)

Producers
(Agents, Brokers & Sales Partners)

We provide a gateway to tools to help you succeed and grow your business, including access to Transamerica's innovative portfolio of voluntary life insurance and supplemental health benefits.

[Producer login >](#)

We also provide you, the Employer, with the option to designate an agent to have access to these tools on your behalf. To authorize such access, please complete the back of this form.

TEB-AgentAuth-0712

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(Check all that apply)

☐

Employee Administration functions

- Add/Enroll new employees (for eligible products)
- Change/Terminate employee status
- Change/Updated employee information
- Request policy change/cancellation

☐

Group Administration functions

- Bill reconciliation

Employer understands and agrees that (1) Employer is responsible for the transactions performed through the access granted in these instructions; (2) and Employer will notify Transamerica immediately upon learning of any errors in these transactions or upon any change to these instructions.

The person executing this document on behalf of the Employer represents and warrants that he or she is authorized to do so.

Employer Name: _____ Employer Number/Group Number _____

Authorized signature of Employer representative

Date

Name of Authorized Agent (please print)

Return completed forms to the TEB Home Office along with new case submission documents or return individually via mail, fax or email to your Client Relationship Manager.

TEB-AgentAuth-0712

Self Admin Billing Worksheet

Employer Name:

Group Name:

Group Number: L0000

Contact Type: Group _____ Billing Administrator _____ Premium Collection Agency _____
(PCA Agreement Required)

Billing Address:

Billing Contact Name: Email Address: Phone# Prem Summary Premium Audit Past Due Notification

Billing Options:

Bill Schedule: Arrears _____ Advance _____

Division Setup: **Monthly (Only)**

(For Audit Purposes Only)

Payroll Schedule:

Number of pay periods per year: _

Number of deductions per year: _

First Deduction Date:

First Bill Due Date:

Delivery Method:

Self Administered-Bill Only (No Delivery)

The employer is responsible for calculating and remitting premium to Transamerica directly.

Payments Remitted: **Monthly (Only)**

Payment Method:

ACH/Wire _____

Check _____

Payment Summary:

Electronic _____

Print/Mail with Check _____

Refunds will not be issued. Credits should be deducted from payment.

Products Sold:

Employee Management:

*No term/cancel files should be remitted to Transamerica.

*Employer will notify employees of the option to convert. If they have an employee who wants to continue the coverage, they should contact the call center within 31 days of their termination.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1129-24

File ID: 1129-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 338-2024

In Control: Urban County
Council

File Created: 11/06/2024

File Name: 25-0027 Agreement with Sullivan

Final Action: 12/03/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Sullivan University, offering a 15% tuition discount on evening and online classes for full-time Lexington-Fayette Urban County Government employees, their spouses and dependents, at no cost to the Urban County Government. [Div. of Human Resources, George]

Notes: In office 11/8/2024. MS

Needs an original signature.

Original dropped off, file updated copies returned to Alana Morton via interoffice- 2.24.25 AA

Sponsors:

Enactment Date: 12/03/2024

Attachments: Bluesheet Memo 25-0027, Sullivan University MOU, RESO 1129-24 (Sullivan Tuition Discount Agreement) 4870-8234-8536 v.1.docx, R-604-2024, Contract #338-2024

Enactment Number: R-604-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1129-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Sullivan University, offering a 15% tuition discount on evening and online classes for full-time Lexington-Fayette Urban County Government employees, their

spouses and dependents, at no cost to the Urban County Government. [Div. of Human Resources, George]

Summary

Authorization to execute an Agreement with Sullivan University to offer a 15% tuition discount on evening/online classes for all full-time Lexington-Fayette Urban County Government employees, their spouses and dependents. There is no charge to Lexington-Fayette Urban County Government. (L1129-24) (George/Hamilton)
Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes, Completed by Gabriel Thatcher 11/04/2024

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 6, 2024

SUBJECT: Agreement with Sullivan University

Request:

Council authorization is requested to execute an agreement with Sullivan University to offer a 15% tuition discount on evening/online classes for all full-time Lexington-Fayette Urban County Government employees, their spouses and dependents.

There is no charge to Lexington-Fayette Urban County Government.

File Number: **1129-24**

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



MEMORANDUM OF AGREEMENT
EDUCATIONAL PARTNERSHIP & TUITION DISCOUNT PROGRAM
Sullivan University and Lexington-Fayette Urban County Government

Parties to this Agreement:

Sullivan University
3101 Bardstown Rd.
Louisville, KY 40205

Lexington-Fayette Urban County Gov.
200 E Main Street
Lexington, KY 40507

PURPOSE and MISSION:

This Memorandum of Agreement is intended to reflect the cooperative efforts between the Lexington-Fayette Urban County Government (LFUCG) and Sullivan University (SU) (collectively known as Parties) to expand, enhance, and improve the educational opportunities available to employees and family members of the Lexington-Fayette Urban County Government and any of its affiliated entities and/or DBAs.

WHEREAS, the Lexington-Fayette Urban County Government desires to support its employees and their family members in achieving their professional and personal educational objectives, and...

WHEREAS, Sullivan University has a stated mission of being "...dedicated to providing educational enrichment opportunities for the intellectual, social, and professional development of its students.", and...

THEREFORE, both parties believe these individual goals and missions can be mutually inclusive in scope and outcomes desired. The parties agree to enter this Tuition Discount Memorandum of Agreement (MOA or agreement) in which they shall work together to accomplish the mission, purpose and responsibilities set forth within.

Sullivan University Responsibilities:

Sullivan University will provide full-time employees of the Lexington-Fayette Urban County Government, and the immediate family members of full-time employees a 15% discount on tuition for undergraduate programs and certificates only. An immediate family member is defined as the spouse and children of the full-time employee. Moreover, Sullivan University agrees to provide the stated discount to part-time employees who are anticipated to work 500 or more hours annually. Family members of part-time employees are excluded from receiving the tuition discount.

The discount does not apply to Sullivan University students who are employed by the Lexington-Fayette Urban County Government for the sole purpose of completing an academic intern or extern assignment. An intern/extern student who is subsequently hired as a regular employee and meets all other discount requirements will become eligible for the discount beginning with the next full academic period following the completion of the student's intern/extern course(s).

Should an eligible discount program participant qualify for another Sullivan University MOA agreement or tuition discount program, the participant may be restricted to the single SU plan that is most beneficial to the participant. This restriction may exclude the participant from receiving additional Sullivan University sponsored scholarships and/or grants.

Student/Participant Responsibilities:

The term "participant" defines the person enrolling and/or enrolled at Sullivan University participating in the tuition discount program. The term "qualifying employee" defines the person eligible to utilize the tuition discount for herself/himself or for a qualified family member.

To partake in the tuition discount program:

- The participant must meet one of the following criteria:
 - Be a full-time employee of the Lexington-Fayette Urban County Government,
 - Be an immediate family member (spouse or child) of a full-time qualifying employee,
 - Be a part-time employee anticipated to work 500 or more hours annually.
- The eligible employee must submit documented verification of employment with the Lexington-Fayette Urban County Government i.e. a letter from the Human Resources Department or other documentation acceptable to Sullivan University.

**MEMORANDUM OF AGREEMENT
EDUCATIONAL PARTNERSHIP & TUITION DISCOUNT PROGRAM**

Sullivan University and Lexington-Fayette Urban County Government

- The participant must satisfy all enrollment requirements for their chosen academic program of study as required under Sullivan University admissions and enrollment policies.
- The participant is required to request the discount and receive confirmation of eligibility from SU.
- A current/active student who becomes eligible for the discount program will begin receiving the discount with her/his next full academic enrollment period.
- The tuition discount is not retroactive to enrollment periods the student may have attended preceding the effective date of this agreement and/or the student's request and approval for the discount.
- The recipient(s) must adhere to all student policies and standards of progress as described in the University catalog and other documentation.
- An immediate family member of a qualifying employee must submit proof of the familial relationship.
- The recipient must adhere to all student policies and standards of progress as described in the University catalog and other Sullivan University documentation.
- Documentation reconfirming current employment for the qualifying employee must be provided upon request by SU staff and/or a minimum of every nine months.
- Recipients are not eligible to receive residual funds from a credit balance created by the discount.

Lexington-Fayette Urban County Government Responsibilities:

- The Lexington-Fayette Urban County Government will provide its employees and clients with timely and regular information regarding the availability of the discount program through various Lexington Fayette Urban County Government communication channels. Possible means of notification may include benefit lists, emails, newsletters, websites, partnership lists, etc.
- The Lexington-Fayette Urban County Government will allow SU staff to meet with employees a minimum of twice per year. (Post-COVID) Suggested methods of meetings may include employee workshops, benefit fairs, monthly/quarterly/annual meetings, lunchroom/breakroom set ups, and/or other gatherings.
- Confirm employment of qualified and participating employee(s).

Use of Trademarks, Logos, and Names

Except as otherwise provided herein, each Party hereby grants permission to the other Party to display its name and utilize its logo on their respective websites and employee information solely for the purpose of promoting the partnership established under this Agreement. Any external promotional materials for advertising purposes featuring the Sullivan University name and/or mark must be approved prior to distribution. Use of any Lexington-Fayette Urban County Government logo must be approved by the Public Information Office pursuant to Lexington's branding guidelines.

MISCELLANEOUS:

Any discount participant actively enrolled at the time of the agreement termination will be allowed to continue under the terms of the agreement until her/his withdrawal, completion of her/his current program of study, or graduation, whichever occurs first; providing there is no accrediting, licensure, compliance, State or Federal regulatory requirement demanding immediate termination of the agreement.

This Memorandum of Agreement may be modified with the mutual consent of both parties.

EFFECTIVE DATES:

This agreement becomes effective as of the date of signing.

Either party may terminate this agreement at any time with 30 days advanced written notice to the other party.

Linda Gorton, Mayor
Lexington-Fayette Urban County Government

Date

Tim Swenson, President
Sullivan University

Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SULLIVAN UNIVERSITY, OFFERING A 15% TUITION DISCOUNT ON EVENING AND ONLINE CLASSES FOR FULL-TIME LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT EMPLOYEES, THEIR SPOUSES AND DEPENDENTS, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Sullivan University, offering a 15% tuition discount on evening and online classes for full-time Lexington-Fayette Urban County Government employees, their spouses, and dependents, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1129-24:GET:4870-8234-8536, v. 1

RESOLUTION NO. 604 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SULLIVAN UNIVERSITY, OFFERING A 15% TUITION DISCOUNT ON EVENING AND ONLINE CLASSES FOR FULL-TIME LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT EMPLOYEES, THEIR SPOUSES AND DEPENDENTS, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Sullivan University, offering a 15% tuition discount on evening and online classes for full-time Lexington-Fayette Urban County Government employees, their spouses, and dependents, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

**MEMORANDUM OF AGREEMENT
EDUCATIONAL PARTNERSHIP & TUITION DISCOUNT PROGRAM
Sullivan University and Lexington-Fayette Urban County Government**

Parties to this Agreement:

**Sullivan University
3101 Bardstown Rd.
Louisville, KY 40205**

**Lexington-Fayette Urban County Gov.
200 E Main Street
Lexington, KY 40507**

PURPOSE and MISSION:

This Memorandum of Agreement is intended to reflect the cooperative efforts between the Lexington-Fayette Urban County Government (LFUCG) and Sullivan University (SU) (collectively known as Parties) to expand, enhance, and improve the educational opportunities available to employees and family members of the Lexington-Fayette Urban County Government and any of its affiliated entities and/or DBAs.

WHEREAS, the Lexington-Fayette Urban County Government desires to support its employees and their family members in achieving their professional and personal educational objectives, and...

WHEREAS, Sullivan University has a stated mission of being "...dedicated to providing educational enrichment opportunities for the intellectual, social, and professional development of its students.", and...

THEREFORE, both parties believe these individual goals and missions can be mutually inclusive in scope and outcomes desired. The parties agree to enter this Tuition Discount Memorandum of Agreement (MOA or agreement) in which they shall work together to accomplish the mission, purpose and responsibilities set forth within.

Sullivan University Responsibilities:

Sullivan University will provide full-time employees of the Lexington-Fayette Urban County Government, and the immediate family members of full-time employees a 15% discount on tuition for undergraduate programs and certificates only. An immediate family member is defined as the spouse and children of the full-time employee. Moreover, Sullivan University agrees to provide the stated discount to part-time employees who are anticipated to work 500 or more hours annually. Family members of part-time employees are excluded from receiving the tuition discount.

The discount does not apply to Sullivan University students who are employed by the Lexington-Fayette Urban County Government for the sole purpose of completing an academic intern or extern assignment. An intern/extern student who is subsequently hired as a regular employee and meets all other discount requirements will become eligible for the discount beginning with the next full academic period following the completion of the student's intern/extern course(s).

Should an eligible discount program participant qualify for another Sullivan University MOA agreement or tuition discount program, the participant may be restricted to the single SU plan that is most beneficial to the participant. This restriction may exclude the participant from receiving additional Sullivan University sponsored scholarships and/or grants.

Student/Participant Responsibilities:

The term "participant" defines the person enrolling and/or enrolled at Sullivan University participating in the tuition discount program. The term "qualifying employee" defines the person eligible to utilize the tuition discount for herself/himself or for a qualified family member.

To partake in the tuition discount program:

- The participant must meet one of the following criteria:
 - Be a full-time employee of the Lexington-Fayette Urban County Government,
 - Be an immediate family member (spouse or child) of a full-time qualifying employee,
 - Be a part-time employee anticipated to work 500 or more hours annually.
- The eligible employee must submit documented verification of employment with the Lexington-Fayette Urban County Government i.e. a letter from the Human Resources Department or other documentation acceptable to Sullivan University.
- The participant must satisfy all enrollment requirements for their chosen academic program of study as required under Sullivan University admissions and enrollment policies.

**MEMORANDUM OF AGREEMENT
EDUCATIONAL PARTNERSHIP & TUITION DISCOUNT PROGRAM**

Sullivan University and Lexington-Fayette Urban County Government

- The participant is required to request the discount and receive confirmation of eligibility from SU.
- A current/active student who becomes eligible for the discount program will begin receiving the discount with her/his next full academic enrollment period.
- The tuition discount is not retroactive to enrollment periods the student may have attended preceding the effective date of this agreement and/or the student's request and approval for the discount.
- The recipient(s) must adhere to all student policies and standards of progress as described in the University catalog and other documentation.
- An immediate family member of a qualifying employee must submit proof of the familial relationship.
- The recipient must adhere to all student policies and standards of progress as described in the University catalog and other Sullivan University documentation.
- Documentation reconfirming current employment for the qualifying employee must be provided upon request by SU staff and/or a minimum of every nine months.
- Recipients are not eligible to receive residual funds from a credit balance created by the discount.

Lexington-Fayette Urban County Government Responsibilities:

- The Lexington-Fayette Urban County Government will provide its employees and clients with timely and regular information regarding the availability of the discount program through various Lexington Fayette Urban County Government communication channels. Possible means of notification may include benefit lists, emails, newsletters, websites, partnership lists, etc.
- The Lexington-Fayette Urban County Government will allow SU staff to meet with employees a minimum of twice per year. (Post-COVID) Suggested methods of meetings may include employee workshops, benefit fairs, monthly/quarterly/annual meetings, lunchroom/breakroom set ups, and/or other gatherings.
- Confirm employment of qualified and participating employee(s).

Use of Trademarks, Logos, and Names

Except as otherwise provided herein, each Party hereby grants permission to the other Party to display its name and utilize its logo on their respective websites and employee information solely for the purpose of promoting the partnership established under this Agreement. Any external promotional materials for advertising purposes featuring the Sullivan University name and/or mark must be approved prior to distribution. Use of any Lexington-Fayette Urban County Government logo must be approved by the Public Information Office pursuant to Lexington's branding guidelines.

MISCELLANEOUS:

Any discount participant actively enrolled at the time of the agreement termination will be allowed to continue under the terms of the agreement until her/his withdrawal, completion of her/his current program of study, or graduation, whichever occurs first; providing there is no accrediting, licensure, compliance, State or Federal regulatory requirement demanding immediate termination of the agreement.

This Memorandum of Agreement may be modified with the mutual consent of both parties.

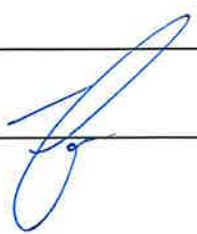
EFFECTIVE DATES:

This agreement becomes effective as of the date of signing.

Either party may terminate this agreement at any time with 30 days advanced written notice to the other party.



Linda Gorton, Mayor
Lexington-Fayette Urban County Government



Date

2/24/2025

2/2/25

Tim Swenson, President
Sullivan University

Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1130-24

File ID: 1130-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/06/2024

File Name: 25-0030 Salary Supplement

Final Action: 11/21/2024

Title: An Ordinance providing a one-time supplement payment for full-time non-bargaining employees included in the unified pay plan, the Council Administrator, two (2) Police and Fire Pension Benefits Specialists, Police Chief, and Fire Chief, as follows: a one thousand dollar (\$1,000) payment for eligible employees making seventy-five thousand dollars (\$75,000) or less per year; a seven hundred and fifty dollar (\$750) payment for eligible employees making more than seventy-five thousand dollars (\$75,000) but less than or equal to one hundred thousand dollars (\$100,000) per year; a five hundred dollar (\$500) payment for eligible employees making more than one hundred thousand dollars (\$100,000) but less than or equal to one hundred and twenty-five thousand dollars (\$125,000) per year; and a two hundred and fifty dollar (\$250) payment to eligible employees making more than one hundred and twenty five thousand dollars (\$125,000) per year, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0030, ORD 1130-24 - One-Time Supplement Payment for Full-Time Non-Bargaining Employees (2024) 4856-4851-7881 v.1.docx, O-131-2024

Enactment Number: O-131-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	11/21/2024		

1	Urban County Council	11/21/2024	Suspended Rules for Second Reading	Pass
1	Urban County Council	11/21/2024	Approved	Pass

Text of Legislative File 1130-24

Title

An Ordinance providing a one-time supplement payment for full-time non-bargaining employees included in the unified pay plan, the Council Administrator, two (2) Police and Fire Pension Benefits Specialists, Police Chief, and Fire Chief, as follows: a one thousand dollar (\$1,000) payment for eligible employees making seventy-five thousand dollars (\$75,000) or less per year; a seven hundred and fifty dollar (\$750) payment for eligible employees making more than seventy-five thousand dollars (\$75,000) but less than or equal to one hundred thousand dollars (\$100,000) per year; a five hundred dollar (\$500) payment for eligible employees making more than one hundred thousand dollars (\$100,000) but less than or equal to one hundred and twenty-five thousand dollars (\$125,000) per year; and a two hundred and fifty dollar (\$250) payment to eligible employees making more than one hundred and twenty five thousand dollars (\$125,000) per year, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to provide a one-time supplement, calculated using an employee's annualized base salary, to all eligible employees included in the unified pay plan, as well as the Council administrator, Police and Fire pension benefits specialists, Police chief and Fire chief. All funding for the supplement was provided from the FY24 Fund Balance. (L1130-24)
(George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: Glenda H. George by EH
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: November 8, 2024

RE: Salary Supplement – Division of Human Resources

Request:

Council authorization is requested to provide a one-time supplement, calculated using an employee's annualized base salary, to all eligible employees included in the unified pay plan, as well as the council administrator, police and fire pension benefits specialists, police chief and fire chief, effective upon passage of council.

Base Salary	Supplement Amount
\$0.00 - \$75,000.00	\$1,000.00
\$75,000.01 - \$100,000.00	\$750.00
\$100,000.01 - \$125,000.00	\$500.00
>\$125,000.00	\$250.00



Why are you requesting:

All funding for the supplement was provided from the FY24 Fund Balance.

File Number: 1130 - 24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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



ORDINANCE NO. _____ - 2024

AN ORDINANCE PROVIDING A ONE-TIME SUPPLEMENT PAYMENT FOR FULL-TIME NON-BARGAINING EMPLOYEES INCLUDED IN THE UNIFIED PAY PLAN, THE COUNCIL ADMINISTRATOR, TWO (2) POLICE AND FIRE PENSION BENEFITS SPECIALISTS, POLICE CHIEF, AND FIRE CHIEF, AS FOLLOWS: A ONE THOUSAND DOLLAR (\$1,000.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) OR LESS PER YEAR; A SEVEN HUNDRED AND FIFTY DOLLAR (\$750.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING MORE THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) BUT LESS THAN OR EQUAL TO ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER YEAR; A FIVE HUNDRED DOLLAR (\$500.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING MORE THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) BUT LESS THAN OR EQUAL TO ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) PER YEAR; AND A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PAYMENT TO ELIGIBLE EMPLOYEES MAKING MORE THAN ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) PER YEAR, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That a one-time supplement payment be and hereby is authorized to be paid to full-time non-bargaining employees in the Unified Pay Plan, the Council Administrator, two (2) Police and Fire Pension Benefits Specialists, Police Chief, and Fire Chief, as follows: a one thousand dollar (\$1,000.00) payment for eligible employees making seventy-five thousand dollars (\$75,000.00) or less per year; a seven hundred and fifty dollar (\$750.00) payment for eligible employees making more than seventy-five thousand dollars (\$75,000.00) but less than or equal to one hundred thousand dollars (\$100,000.00) per year; a five hundred dollar (\$500.00) payment for eligible employees making more than one hundred thousand dollars (\$100,000.00) but less than or equal to one hundred and twenty-five thousand dollars (\$125,000.00) per year; and a two hundred and fifty dollar (\$250.00) payment to eligible employees making more than one hundred and twenty-five thousand dollars (\$125,000.00) per year.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

1130-24:MSC:4856-4851-7881, v. 1

ORDINANCE NO. 131 - 2024

AN ORDINANCE PROVIDING A ONE-TIME SUPPLEMENT PAYMENT FOR FULL-TIME NON-BARGAINING EMPLOYEES INCLUDED IN THE UNIFIED PAY PLAN, THE COUNCIL ADMINISTRATOR, TWO (2) POLICE AND FIRE PENSION BENEFITS SPECIALISTS, POLICE CHIEF, AND FIRE CHIEF, AS FOLLOWS: A ONE THOUSAND DOLLAR (\$1,000.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) OR LESS PER YEAR; A SEVEN HUNDRED AND FIFTY DOLLAR (\$750.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING MORE THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) BUT LESS THAN OR EQUAL TO ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER YEAR; A FIVE HUNDRED DOLLAR (\$500.00) PAYMENT FOR ELIGIBLE EMPLOYEES MAKING MORE THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) BUT LESS THAN OR EQUAL TO ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) PER YEAR; AND A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PAYMENT TO ELIGIBLE EMPLOYEES MAKING MORE THAN ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) PER YEAR, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That a one-time supplement payment be and hereby is authorized to be paid to full-time non-bargaining employees in the Unified Pay Plan, the Council Administrator, two (2) Police and Fire Pension Benefits Specialists, Police Chief, and Fire Chief, as follows: a one thousand dollar (\$1,000.00) payment for eligible employees making seventy-five thousand dollars (\$75,000.00) or less per year; a seven hundred and fifty dollar (\$750.00) payment for eligible employees making more than seventy-five thousand dollars (\$75,000.00) but less than or equal to one hundred thousand dollars (\$100,000.00) per year; a five hundred dollar (\$500.00) payment for eligible employees making more than one hundred thousand dollars (\$100,000.00) but less than or equal to one hundred and twenty-five thousand dollars (\$125,000.00) per year; and a two hundred and fifty dollar (\$250.00) payment to eligible employees making more than one hundred and twenty-five thousand dollars (\$125,000.00) per year.

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

PASSED URBAN COUNTY COUNCIL:



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

1130-24:MSC:4856-4851-7881, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1138-24

File ID: 1138-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 339-2024

In Control: Urban County
Council

File Created: 11/07/2024

File Name: 2025 Police Awards Banquet - Central Bank Center
License Agreement and Levy Catering Agreement

Final Action: 12/03/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Central Bank Center and Levy Catering, for the Police Awards Banquet. [Div. of Police, Weathers]

Notes: In office 11/8/2024. MS

Discussed with law. Signature as fine as is.

Stamped and filed in the CCO. Returned to RENita Happy 12/5/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: Cover Memo - 2025 Police Awards Banquet.pdf,
2025 Central Bank Center License Agreement.pdf,
2025 Levy Catering Agreement.pdf, 1138-24 police
awards 4874-9048-2428 v.1.doc, R-605-2024,
Contract #339-2024

Enactment Number: R-605-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

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	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1138-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Central Bank Center and Levy Catering, for the

Police Awards Banquet. [Div. of Police, Weathers]

Summary

Authorization to execute a Central Bank Center License Agreement and Levy Catering Agreement for the Police Awards Banquet to be held on June 30, 2025. No Budgetary impact. The awards banquet will be funded by ticket sales and donated funds from the Community Police Academy Alumni Association. (L1138-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 11/7/2024

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: November 7, 2024

SUBJECT: 2025 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 30, 2025.

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: 1138-24

Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department

LBW/rmh



**CENTRAL BANK CENTER
LICENSE AGREEMENT – CONVENTION CENTER
Effective Date: 9/13/24**

Licensee's Name ("Licensee"):
Lexington Fayette Urban County Government
150 East Main Street
Lexington, Kentucky 40507

Facility Name ("Facility"):
Central Bank Center
430 W. Vine Street
Lexington, KY 40507

Contact Person: Renita Happy
Contact Email: rhappy@lexingtonpolice.ky.gov
Contact Phone: (859) 258-3621

Salesperson: Logan Sparks

**Description of event to be held ("Event"): 2025 CPAAA
Event ID: 20514
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
		6/30/25
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	9/27/24	WAIVED
Final Payment for Estimated Charges	5 business days prior to Event Move-In: 6/30/25	\$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 and 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:

<i>Days Prior to Scheduled Event Date</i>	<i>Percentage of Fee Due</i>
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

For the purposes of the Agreement, "Event" means:

CBC - CPAAA - 06/30/2025 to 06/30/2025

2. **RESERVATION.** Client hereby agrees to be bound by this Catering Agreement and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the 'Agreement.' Client hereby represents that Client has reserved the location ('Location') for the dates and times of the Events 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 contained in such agreements.

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, notwithstanding the foregoing, for groups of 1,000 or more guests, the Client must notify us of the guaranteed number of people attending the Event at least fourteen (14) 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 exceeds the Guarantee, the 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. **DEPOSIT.** We will not commence service without receipt of a one hundred percent (100%) deposit of the estimated Event Price (the 'Deposit') at least seven (7) business days prior to the Event, or, for functions with more than 500 guests, fourteen (14) business days prior to the Event. Holidays and weekends are not included as business days. Outstanding Event Price balances shall be paid at the conclusion of the Event. Client understands that we will suffer substantial harm if Client cancels Client's Event. Accordingly, the Deposit will be in all cases NON-REFUNDABLE 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

In the event of a cancellation, the Deposit shall be applied to the Cancellation Fee. Client shall pay any outstanding amount of the Cancellation Fee above the Deposit within thirty (30) days of cancellation.

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 all applicable taxes on the 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, pandemics, epidemics, 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 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"). 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. **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.
21. **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.
22. **AUTHORITY.** The parties hereto represent that they each have full authority to enter into this Agreement.
23. 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 entities.
 - 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, and recommended health protocols as part of your Event.

25. 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

By: Linda Gorton

Signature: Date:

Legal Name: Levy Premium Foodservice Limited Partnership

By: Tom Habermann Title: Catering Manager

Signature: Date:

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CENTRAL BANK CENTER AND LEVY CATERING, 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 Agreement, which is attached hereto and incorporated herein by reference, with Central Bank Center and Levy Catering, for 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
1138-24:MRS: 4874-9048-2428, v. 1

RESOLUTION NO. 605 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CENTRAL BANK CENTER AND LEVY CATERING, 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 Agreement, which is attached hereto and incorporated herein by reference, with Central Bank Center and Levy Catering, for Police Awards Banquet.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1138-24:MRS: 4874-9048-2428, v. 1



**CENTRAL BANK CENTER
LICENSE AGREEMENT – CONVENTION CENTER
Effective Date: 9/13/24**

Licensee's Name ("Licensee"):
Lexington Fayette Urban County Government
150 East Main Street
Lexington, Kentucky 40507

Facility Name ("Facility"):
Central Bank Center
430 W. Vine Street
Lexington, KY 40507

Contact Person: Renita Happy
Contact Email: rhappy@lexingtonpolice.ky.gov
Contact Phone: (859) 258-3621

Salesperson: Logan Sparks

**Description of event to be held ("Event"): 2025 CPAAA
Event ID: 20514
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
		6/30/25
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	9/27/24	WAIVED
Final Payment for Estimated Charges	5 business days prior to Event Move-In: 6/30/25	\$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:

Linda Gorton

Brian Sipe

Title:

Mayer

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 and 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:

<i>Days Prior to Scheduled Event Date</i>	<i>Percentage of Fee Due</i>
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

For the purposes of the Agreement, 'Event' means:

CBC - CPAAA - 06/30/2025 to 06/30/2025

2. RESERVATION. Client hereby agrees to be bound by this Catering Agreement and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the 'Agreement.' Client hereby represents that Client has reserved the location ('Location') for the dates and times of the Events 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 contained in such agreements.

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, notwithstanding the foregoing, for groups of 1,000 or more guests, the Client must notify us of the guaranteed number of people attending the Event at least fourteen (14) 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 exceeds the Guarantee, the 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. DEPOSIT. We will not commence service without receipt of a one hundred percent (100%) deposit of the estimated Event Price (the 'Deposit') at least seven (7) business days prior to the Event, or, for functions with more than 500 guests, fourteen (14) business days prior to the Event. Holidays and weekends are not included as business days. Outstanding Event Price balances shall be paid at the conclusion of the Event. Client understands that we will suffer substantial harm if Client cancels Client's Event. Accordingly, the Deposit will be in all cases NON-REFUNDABLE 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

In the event of a cancellation, the Deposit shall be applied to the Cancellation Fee. Client shall pay any outstanding amount of the Cancellation Fee above the Deposit within thirty (30) days of cancellation.

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 all applicable taxes on the 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, pandemics, epidemics, 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 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"). 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. **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.

21. **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.

22. **AUTHORITY.** The parties hereto represent that they each have full authority to enter into this Agreement.

23. 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 entities.
- 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, and recommended health protocols as part of your Event.

25. 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

By: LindaGorton

Signature: *Linda Gorton* Date: 11/25/2024

Legal Name: Levy Premium Foodservice Limited Partnership

By: Tom Habermann Title: Catering Manager

Signature: Date:



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1140-24

File ID: 1140-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 337-2024

In Control: Urban County
Council

File Created: 11/08/2024

File Name: ReadyOp Agreement with Division of Emergency
Management

Final Action: 12/03/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with ReadyOp, for software at a cost not to exceed \$19,500. [Div. of Emergency Management, Larkin]

Notes: In office 11/26/2024. MS

Non OG signature. Will need to get an OG from Rob and Ashley 12/5/2024. MS

Stamped and filed in the CCO. Returned to Rob Larkin and Ashley 12/16/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: ReadyOp Blue Sheet Template, ReadyOp Solutions
Service Agreement - Lexington, Lexington EM
ReadyOp Quote 2024, 1140-24 readyop
4888-1398-3228 v.1.doc, R-606-2024

Enactment Number: R-606-2024

Deed #:

Hearing Date:

Drafter: Ashley Walo

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	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
1	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1140-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with ReadyOp, for software at a cost not to exceed \$19,500. [Div. of Emergency Management, Larkin]

Summary

Authorization to enter into a Contractual Agreement with ReadyOp for emergency operations software to be used in the Emergency Operations Center during response and recovery operations, at a cost of \$19,500. The initial term of the Agreement is one year, with an automatic renewal each year for an additional twelve (12) month period. Funds are Budgeted. (L1140-24) (Larkin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/4/2024

Risk Management: No

Fully Budgeted : Yes

Account Number: 1101-505204-5251-71304

This Fiscal Year Impact: \$19,500

Annual Impact: \$19,500

Project: N/A

Activity: N/A

Budget Reference: 2025

Current Balance: Budget Adjustment to follow



TO: Mayor Linda Gorton and Urban County Council

FROM: Ashley Walo, Emergency Planning Coordinator

DATE: November 8, 2024

SUBJECT: ReadyOp Agreement with Division of Emergency Management

Request

The Division of Emergency Management requests the authorization to enter into a contractual agreement with ReadyOp to replace the current Emergency Operations Software, WebEOC, to be used in the EOC during response and recovery operations.

Why are you requesting?

The Division of Emergency Management is requesting this action because ReadyOp's Emergency Operations Software is superior in interoperability throughout LFUCG and partner agencies. The cost of ReadyOp is significantly lower than WebEOC and offers a more robust response and recovery use.

The initial term of the agreement is one year, with an automatic renewal each year for an additional twelve (12) month period. Either party may give the other party written notice of its intent to terminate the agreement by providing at least 30 days' notice.

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

The cost for this FY is: \$19,500

The cost for future FY is: \$19,500

Are the funds budgeted?

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

Account number: 1101-505204-5251-71304

File Number:

Director/Commissioner: Larkin/Armstrong



ReadyOp License Agreement

This License Agreement ("Agreement") is entered into as of the last date signed below (the "Effective Date") by and between Cleartronic, Inc. d/b/a ReadyOp Communications, Inc. ("RCI") and Lexington-Fayette Urban County Government ("You"). The ReadyOp and Alastar platforms ("ReadyOp Solutions") are secure web-based applications that integrate multiple databases and a communications platform to support planning, response, operations and communications for client organizations. The ReadyOp Solutions are the sole property of RCI. The ReadyOp Solutions are offered as licensed services for use only under the terms of this license. RCI, the license provider, reserves all rights not expressly granted in this Agreement.

Client Organization: Lexington-Fayette Urban County Government

ReadyOp Planned Service Start Date: January 31, 2025

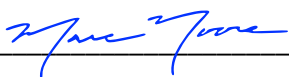
1. RCI will grant a license to your organization to use the ReadyOp Solutions for the period of one year. This Agreement and the license granted to You hereunder will automatically renew each year for an additional twelve (12) month period. Notwithstanding anything to the contrary herein, either party may terminate this Agreement upon thirty (30) days prior written notice. You agree that use in your organization will be in accordance with the ReadyOp Solutions End User License Agreement included below. The start date for your annual service will be the date when RCI provides the login credentials to you for your ReadyOp Solutions site unless otherwise agreed between RCI and You.
2. RCI Responsibilities. RCI shall: (i) provide our basic support for the ReadyOp Solutions to You at no additional charge, (ii) use commercially reasonable efforts to make the ReadyOp Solutions available 24 hours a day, 7 days a week and (iii) provide the ReadyOp Solutions only in accordance with applicable laws and government regulations.
3. RCI Protection of Your Data. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users within the Lexington-Fayette Urban County Government unless approved in advance by RCI, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
5. RCI will provide your organization with the ability to create secure login credentials for the the ReadyOp Solutions for your organization. You agree to maintain the security and

confidentiality of all ReadyOp login credentials. You will be granted a maximum number of annual User Licenses per your payment, as applicable, and agreement with RCI. As applicable, if your organization grants licenses in excess of the maximum number paid for by You, You agree to pay to RCI within 30 days the amount as specified in Quote for Services offered to You by RCI.

6. The ReadyOp Solutions are an Internet-based service. As such, RCI cannot and does not guarantee access at all times to ReadyOp or Alastar. RCI will endeavor to have the ReadyOp Solutions platform operational and accessible at all times; however, as the website is accessed via the Internet and public communications systems, RCI cannot and does not guarantee access to the ReadyOp and/or Alastar sites at all times by all users. Likewise, RCI cannot and does not guarantee absolute security of its platform or of your data stored at the ReadyOp Solutions website. We will do our best to secure both the ReadyOp and Alastar site and your data, but we cannot guarantee success against current and future cyberattacks or other attacks by individuals outside RCI.
7. Confidentiality: During the term of this Agreement, confidential or proprietary information will be transmitted or otherwise provided by or on behalf of one Party (the "Discloser") to the other Party (the "Recipient"). Both Parties shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information and shall be entitled to obtain injunctive relief as required to enforce these provisions. Notwithstanding anything to the contrary, RCI agrees that it will not use or disclose any "nonpublic personal information" on a member or employee of your organization or any of its affiliates that is made available to or provided by you, excluding "nonpublic personal information" already in Recipient's possession from other sources, for any purpose other than as required for the performance of the obligations under this Agreement. RCI will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to (i) ensure the security and confidentiality of all such personal identifying information (PII), (ii) protect against anticipated threats or hazards to the security or integrity of such PII, and (iii) protect against unauthorized access to or use of such PII, including but not limited to the proper disposal of such information. RCI further agrees to promptly notify you in the event that any PII is accessed by any unauthorized person while in the custody of ReadyOp. In addition, RCI, including its affiliates, will not disclose such PII to any third party unless the Recipient obtains the prior written consent from your organization, except as otherwise required by law.

We want you and your organization to enjoy the use of the ReadyOp Solutions and to employ its capabilities to support your organization and its activities. Our goal is to provide you with effective and efficient tools for your use. Please contact us if you experience any issues or have any questions. We will endeavor to do our best to support you and the authorized ReadyOp Solutions users in your organization.

For ReadyOp Communications, Inc.:



Name/Title: Marc Moore/CEO _____

Date: 11/7/24

For Lexington-Fayette Urban County Government:



Name/Title _____

Date: _____

ReadyOp and Alastar End User License Agreement

The ReadyOp and Alastar programs are the sole property of ReadyOp Communications, Inc ("RCI"). ReadyOp and/or Alastar are offered to you as licensed services for use only under the terms of this license. Neither ReadyOp nor Alastar have not and will not be sold to You. RCI, the license provider, reserves all rights not expressly granted to You. ReadyOp and Alastar are referred to in this License Agreement as the ReadyOp Solutions or the "Licensed Applications."

1. **Scope of License:** This license granted to You for the ReadyOp Solutions by RCI is a nontransferable license to use the ReadyOp Solutions on any computer device You own or control. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of ReadyOp, any updates, or any part thereof. Any attempt to do so is a violation of the rights of RCI. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by RCI that replace and/or supplement the ReadyOp Solutions, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
2. **Termination.** The license is effective until terminated by You or RCI. Your rights under this license will terminate automatically without notice from RCI if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the ReadyOp Solutions.
3. **Services. Third Party Materials.** The ReadyOp Solutions may enable access to RCI's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Licensed Applications, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that RCI shall not have any liability to You for content that may be found to be offensive; indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that RCI is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. RCI does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither RCI, nor any of its content providers,

guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content information or materials in anyway whatsoever except for permitted use of the Services. You agree to not exploit the Services in any unauthorized way whatsoever, including but not limited to, by-trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that RCI is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials may not be available in all languages or in all countries. RCI makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any-applicable laws, including but not limited to applicable local laws. RCI, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice if RCI, in good faith, reasonably believes that You are violating the terms of this Agreement. In no event will RCI be liable for the removal of or disabling of access to any-such Services. RCI may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE READYOP SOLUTIONS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE READYOP SOLUTIONS AND ANY SERVICES PERFORMED OR PROVIDED BY READYOP ("READYOP SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RCI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE READYOP SOLUTIONS AND ANY READYOP SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. RCI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE READYOP SOLUTIONS, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE READYOP SOLUTIONS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE READYOP SOLUTIONS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE READYOP SOLUTIONS OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RCI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE READYOP SOLUTIONS OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. EXCEPT WHERE ARISING OUT OF RCI'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ILLEGAL ACTS AND TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RCI BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS

OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE READYOP SOLUTIONS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. Except where arising out of RCI's gross negligence, willful misconduct, or illegal acts, in no event (during the period that the products and services are being offered to You at no cost) shall RCI's total liability to you for all damages (other than as maybe required by applicable law in cases involving personal injury) exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You may not use or otherwise export or re-export the ReadyOp Solutions except as authorized by United States law and the laws of the jurisdiction in which the ReadyOp Solutions were obtained. In particular, but without limitation, the ReadyOp SOLUTIONS may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the US. Department of Commerce Denied Person's List or Entity List. By using any ReadyOp Solutions, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The laws of the Commonwealth of Kentucky, excluding its conflicts of law rules, govern this license and your use of ReadyOp. Any and all disputes arising out of or in connection with this Agreement shall be resolved in the courts in and for said state, with venue in Fayette County, Kentucky. Your use of ReadyOp may also be subject to other local, state, national, or international laws.

Quote: 5563

Customer: **Lexington Emergency Management**

This Quote good for 90 days from the date above

DESCRIPTION	Quantity	Price per Unit	AMOUNT
Line 1 - ReadyOp Dashboard - 1 year Annual Subscription (Price per unit includes user credentials for up to 25 users and a combination of up to 100,000 texts, phone minutes and alerts. Cost will be \$.03 per text, minute, and alert after first 100,000) Includes Setup, Training, Support and Upgrades as released.	1	\$ 12,000.00	\$ 12,000.00
Line 2 - Alastar Platform Subscription - 1 year Annual Subscription (Price per unit includes user credentials for up to 25 users and Includes Setup, Training, Support and Upgrades as released.	1	6,000.00	6,000.00
Line 3 - Radio Converter Gateway and Cable	1	1,500.00	1,500.00
			SUBTOTAL \$ 19,500.00
			TAX RATE
			SALES TAX
			OTHER
			TOTAL \$ 19,500.00

Make Checks Payable to **ReadyOp Communications, Inc.**

Thank You for your Business !

Thank You for your Business !

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH READYOP, FOR SOFTWARE AT A COST NOT TO EXCEED \$19,500.00.

—

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 and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with ReadyOp, for software.

Section 2 - That an amount, not to exceed the sum of \$19,500.00, be and hereby is approved for payment to ReadyOp, from account #1101-505204-71304

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
1140-24:MRS: 4888-1398-3228, v. 1

RESOLUTION NO. 606-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH READYOP, FOR SOFTWARE AT A COST NOT TO EXCEED \$19,500.00.

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 and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with ReadyOp, for software.

Section 2 - That an amount, not to exceed the sum of \$19,500.00, be and hereby is approved for payment to ReadyOp, from account #1101-505204-71304

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1140-24:MRS: 4888-1398-3228, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1141-24

File ID: 1141-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 355-2024

In Control: Urban County
Council

File Created: 11/08/2024

Final Action: 12/03/2024

File Name: Request Council authorization execute a Professional Service Agreement with Megan Magsam to serve as a Contract Forensic Nursing Advocate and will be scheduled based on availability. The funds are budgeted in VOCA_2025 for the purpose of providing direct

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Megan Magsam, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Notes: Stamped and filed in the CCO. Returned to Celia Moore 12/11/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: 25- Blue Sheet Memo VOCA Magsam, Magsam - Forensic Nursing Advocacy Agreement, 1141-24 nurse m magsam 4869-3237-8364 v.1.doc, R-607-2024, Contract #355-2024

Enactment Number: R-607-2024

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/19/2024	Approved and Referred to Docket	Urban County Council	11/21/2024		Pass
2	Urban County Council	11/21/2024	Received First Reading	Urban County Council	12/03/2024		
2	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1141-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Megan Magsam, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Summary

Authorization to execute a Professional Service Agreement with Megan Magsam to serve as a Contract Forensic Nursing Advocate, for the purpose of providing direct advocacy services to sexual assault victims and will provide evaluation and archiving services to secure and modernize non-digital sexual assault case files. At a cost not to exceed \$46,816 for FY25.

Funds are Budgeted. (L1141-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/4/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299

This Fiscal Year Impact: \$46,816.00 for all nurses

Annual Impact: \$0

Project: VOCA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: \$47,116.00



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

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

DATE: NOVEMBER 8, 2024

**SUBJECT: Professional Services Agreement: Contract Forensic Nursing Advocates for
Fiscal Year 2025**

Request: Council authorization to execute a Professional Service Agreement with Megan Magsam to serve as a Contract Forensic Nursing Advocate and will be scheduled based on availability. The funds are budgeted in VOCA_2025 for the purpose of providing direct advocacy services to sexual assault victims and will provide evaluation and archiving services to secure and modernize non-digital sexual assault case files.

This Professional Service Agreement will have a term from December 3, 2024 – September 30, 2025. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or Contract Forensic Nurse, which either party may do at any time, without cause and without notice.

Purpose of Request: The Lexington-Fayette Urban County Government has received funding from Victims of Crime Act (VOCA) 2024 from the Kentucky Justice Cabinet to implement a Forensic Nursing Advocacy Program. The purpose is to support the efforts of the agency's current Sexual Assault Nurse Examiner (SANE) Program by providing a timely follow-up with sexual assault survivors and reviewing and digitally archiving historical sexual assault case files. Project activities include conducting follow-up with survivors, connecting survivors with resources, utilizing digitization equipment, reviewing historical SANE files and archiving files.

What is the cost in this budget year and future budget years? \$46,816.00 is established for FY25 for contracted professionals. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3140-505506-5561-71299 VOCA_2025 FED_GRANT

File Number: 1141-24

Director/Commissioner: Weathers/Armstrong



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 3rd day of December 2024, and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Megan Magsam, 761 East Lexington, Harrodsburg, KY 40330 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Forensic Nursing Advocacy Program;

WHEREAS, the Government seeks qualified Forensic Nursing Advocates willing to provide advocacy and administrative services in support of the Lexington Police Department's Sexual Assault Nurse Examiner (SANE) Program;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of advocacy and administrative services;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$220.00 for each scheduled work shift. A "work shift" is defined as a 4-hour period agreed to by both the Contractor and the Government in which the Contractor performs advocacy and administrative services. Payment shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.
3. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's work shifts based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall supervise the Contractor's performance of advocacy and administrative duties to ensure high standards are maintained.
3. Contractor agrees to initiate prompt follow-up contact with Sexual Assault Survivors, contact local resources to address survivor post-examination needs, review and evaluate historical case files, provide follow-up forensic and investigative recommendations, use digitization equipment and software to archive historical case files, and complete daily activity reports.
4. Contractor agrees to participate in training coordinated by the Sexual Assault Nurse Examiner Manager related to nursing and advocacy topics.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence and One Million (\$1,00,000) Dollar aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
6. Contractor agrees to submit invoices to the Government for all work shifts at least once per month, no later than the tenth day of the following month.
7. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of his or her agreement, at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which he or she performed examinations for the three-year period at no additional cost.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from December 3, 2024 through September 30, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written day's notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that he or she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of his or her knowledge and belief, that he or she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against his or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

4884-5387-6912, v. 1

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH MEGAN MAGSAM, FOR FORENSIC NURSING ADVOCATE AT A COST NOT TO EXCEED \$46,816.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Megan Magsam, for forensic nursing advocate.

Section 2 - That an amount, not to exceed the sum of \$46,816.00, be and hereby is approved for payment to Megan Magsam, from account #3140-505506-71299.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1141-24:MRS: 4869-3237-8364, v. 1

RESOLUTION NO. 607-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH MEGAN MAGSAM, FOR FORENSIC NURSING ADVOCATE AT A COST NOT TO EXCEED \$46,816.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Megan Magsam, for forensic nursing advocate.

Section 2 - That an amount, not to exceed the sum of \$46,816.00, be and hereby is approved for payment to Megan Magsam, from account #3140-505506-71299.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1141-24:MRS: 4869-3237-8364, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 3rd day of December 2024, and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Megan Magsam, 761 East Lexington, Harrodsburg, KY 40330 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Forensic Nursing Advocacy Program;

WHEREAS, the Government seeks qualified Forensic Nursing Advocates willing to provide advocacy and administrative services in support of the Lexington Police Department's Sexual Assault Nurse Examiner (SANE) Program;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of advocacy and administrative services;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$220.00 for each scheduled work shift. A "work shift" is defined as a 4 hour period agreed to by both the Contractor and the Government in which the Contractor performs advocacy and administrative services. Payment shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.
3. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's work shifts based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall supervise the Contractor's performance of advocacy and administrative duties to ensure high standards are maintained.
3. Contractor agrees to initiate prompt follow-up contact with Sexual Assault Survivors, contact local resources to address survivor post-examination needs, review and evaluate historical case files, provide follow-up forensic and investigative recommendations, use digitization equipment and software to archive historical case files, and complete daily activity reports.
4. Contractor agrees to participate in training coordinated by the Sexual Assault Nurse Examiner Manager related to nursing and advocacy topics.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence and One Million (\$1,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
6. Contractor agrees to submit invoices to the Government for all work shifts at least once per month, no later than the tenth day of the following month.
7. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of his or her agreement, at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which he or she performed examinations for the three-year period at no additional cost.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from October 01, 2024 through September 30, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that he or she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of his or her knowledge and belief, that he or she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against his or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

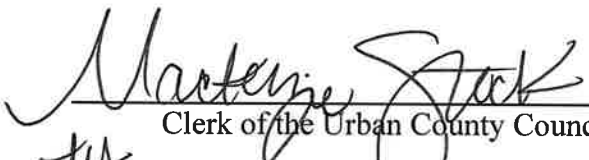
[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

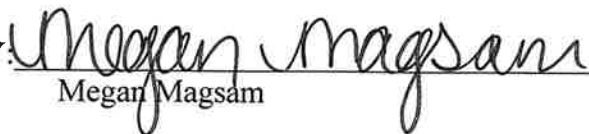
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: 
Linda Gorton, Mayor

ATTEST:


Clerk of the Urban County Council
Deputy

CONTRACTOR

BY: 
Megan Magsam