

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, March 24, 2026

3:00 PM

Packet

Council Chamber

**Urban County Council Work Session**

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

- a [0256-26](#) Table of Motions: Council Work Session, March 17, 2026

**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 [0248-26](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Winburn Neighborhood Association, Inc. (\$750.00); Lexington Community Police Academy Alumni Association, Inc. (\$499.92); Lafayette High School Baseball Boosters, Inc. (\$500.00); Black Yarn Inc. (\$1,850.00); the Fayette County Public School Education Foundation Corporation (\$2,000.00); LFUCG Senior Intern Program (\$4,000.00); Hearts for Basketball Christian Academy, Inc. (\$450.00); and the Black Soil Charitable Fund, Inc. (\$1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

- b [0249-26](#) Council Capital Projects, March 24, 2026

- c [0257-26](#) Summary: Budget, Finance, and Economic Development Committee, February 24, 2026

**XI. Council Reports**

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

**XIII. Adjournment**

**Administrative Synopsis - New Business Items**

- a        [0167-26](#)        Authorization to purchase fire monitoring and suppression services from Seimens Industry, Inc., a sole source provider, for the Division of Community Corrections at a cost of \$40,100.47. Funds are budgeted. (L0167-26)(Colvin/Armstrong)
- b        [0222-26](#)        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 (final) to the Agreement with Lagco Inc., for Joyland Area Storm Drainage Project- Contract No. 365-2024, for the Div. of Water Quality, increasing the Contract by the sum of \$104,952, from \$1,182,126 to \$1,287,078. [Div. of Water Quality, Martin]
- c        [0225-26](#)        Authorization to amend section 2-496 of the Code of Ordinances to decrease the membership of the Mayor's International Affairs Advisory Commission; specifically decreasing the number of foreign-born members from three (3) to two (2) from each of the following areas: two (2) representatives from Africa; two (2) representatives from Asia; two (2) representatives from Europe; two (2) representatives from the Americas; two (2) representatives from the Middle East. No budgetary impact. (L0225-26)(Scott)
- d        [0226-26](#)        Authorization to enter into an agreement with Hope Center for Detention Center Recovery Program, which provides daily recovery services to the inmates of the Fayette County Detention Center at a cost of \$228,000 for the period of July 1, 2026 to June 30, 2027. Funds have been requested in the FY27 budget. (L0226-26) (Colvin/Armstrong)
- e        [0227-26](#)        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed \$10,000.00. [Mayor's Office, Scott]
- f        [0228-26](#)        Authorization to execute contract agreement between McConnell Springs Park and the Kentucky Association for Environmental Education (KAEE). KAEE is providing funds for LFUCG to hire an intern at McConnell Springs for the period of May 2026 to September 2026. No budgetary impact. (L0228-26)(Conrad/Ford)
- g        [0229-26](#)        Authorization to execute first renewal of the Memorandum of

Agreement with Fayette Public County Schools for the continuation of Day Treatment Services at the Audrey Grievous Center. The term is for July 1, 2026 and June 30, 2028 at a cost of \$300,000 per year. Funds are requested in the FY27 budget. (L0229-26) (Maynard/Allen-Bryant)

- h**      [0230-26](#)      Authorization to execute the first renewal of the lease agreement with Fayette County Public Schools for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grievous Center for the period of July 1, 2026 and June 30, 2028. Yearly rental revenue is \$1. (L0230-26)(Maynard/Allen-Bryant)
- i**      [0231-26](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with City Wise Software LLC, to establish and host a housing listing platform on the Urban County Government website, as a pilot project, with all costs of service paid for through listing fees charged by City Wise Software LLC, and with ten percent (10%) of all net listing fees annually remitted to the Urban County Government. [Office of Affordable Housing, Lanter]
- j**      [0235-26](#)      Authorization to execute the Certification agreement between Welcoming America for Global Lex, which is required to receive and maintain a Certified Welcoming status, for the period of 4 years. At a cost of \$8,400. Funds are budgeted. (L0235-26) (Touchan/Allen-Bryant)
- k**      [0236-26](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a three-year Service Agreement and related documents with Cintas, for lease of Automated External Defibrillator (AED) Units, for the Div. of Environmental Services, at an annual cost not to exceed \$9,720. [Div. of Environmental Services, Carey]
- l**      [0237-26](#)      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement (awarded pursuant to RFP No. 4-2026) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at Police Sector West, at a cost not to exceed \$54,440.70. [Div. of Environmental Services, Carey]
- m**      [0239-26](#)      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Third Rock Consultants, LLC, for design services related to the

Wolf Run Watershed §319(h) Grant Project, increasing the Contract price by the sum of \$13,800, from \$186,450 to \$200,250. [Div. of Water Quality, Martin]

- n      [0240-26](#)      Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. Funds will be used for a gun liaison program for targeted enforcement and surveillance on guns, drugs, gangs and other violent crimes in prioritized areas. No matching funds required. (L0240-26)(Weathers/Armstrong)
- o      [0241-26](#)      Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of one year, starting July 1, 2026. No matching funds required. (L0241-26) (Weathers/Armstrong)
- p      [0242-26](#)      Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of four years, starting July 1, 2027. No matching funds required. (L0242-26) (Weathers/Armstrong)
- q      [0244-26](#)      A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost discount of \$1.10 per gallon based on fluctuating prices. [Div. of Police, Weathers]
- r      [0251-26](#)      Authorization to reorganize LFUCG divisions and departments, transferring the Division of Engineering and the Division of Building Inspection, from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, including all incumbents in all authorized positions and all vacant positions at their current job classification, pay grade and salary.

Effective upon passage of Council, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026. (L0251-26) (Hamilton)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0256-26**

**File ID:** 0256-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/19/2026

**File Name:** Table of Motions: Council Work Session, March 17, 2026

**Final Action:**

**Title:** Table of Motions: Council Work Session, March 10, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 031726

**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 0256-26

Title

Table of Motions: Council Work Session, March 10, 2026

**URBAN COUNTY COUNCIL**  
**WORK SESSION**  
**TABLE OF MOTIONS**  
March 17, 2026

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

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

- III. Approval of Summary

Motion by Ellinger II to approve the March 10, 2026 Table of Motions. Seconded by Sevigny. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

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

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

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

Reynolds, SSPS Chair, provided a summary for the February 17, 2026 Social Services and Public Safety Committee.

- XI. Council Reports
- XII. Public Comment – Issues Not on Agenda
- XIII. Adjournment

Motion by Curtis to adjourn at 3:30 p.m. Seconded by Reynolds. Motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0248-26**

**File ID:** 0248-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/18/2026

**File Name:** NDF List 3/24/26

**Final Action:**

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Winburn Neighborhood Association, Inc. (\$750.00); Lexington Community Police Academy Alumni Association, Inc. (\$499.92); Lafayette High School Baseball Boosters, Inc. (\$500.00); Black Yarn Inc. (\$1,850.00); the Fayette County Public School Education Foundation Corporation (\$2,000.00); LFUCG Senior Intern Program (\$4,000.00); Hearts for Basketball Christian Academy, Inc. (\$450.00); and the Black Soil Charitable Fund, Inc. (\$1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** NDF List 3.24.26, RESO 0248-26 NDF (03-24-2026) 4920-4746-4858 v.1.docx

**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 0248-26

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Winburn Neighborhood Association, Inc. (\$750.00); Lexington Community Police Academy Alumni Association, Inc. (\$499.92); Lafayette High School Baseball Boosters, Inc. (\$500.00); Black Yarn Inc. (\$1,850.00); the Fayette County Public School Education Foundation Corporation (\$2,000.00); LFUCG Senior Intern Program (\$4,000.00); Hearts for

Basketball Christian Academy, Inc. (\$450.00); and the Black Soil Charitable Fund, Inc. (\$1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Neighborhood Development Funds  
March 24, 2026  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 750.00</b>	Winburn Neighborhood Association Shirley Greene PO Box 11275 Lexington, KY 40511	For gift purchases for the seniors and neighborhood events
<b>\$ 499.92</b>	Lexington Community Police Academy Alumni Association Keisha Compton 1795 Old Frankfort Pike Lexington, KY 40504	For their sponsorship of the annual PAL spelling bee
<b>\$ 500.00</b>	Lafayette High School Baseball Boosters Jamie Robertson PO Box 23854 Lexington, KY 40523	To assist with purchasing their batting cage safety nets
<b>\$ 1,850.00</b>	Black Yarn, Inc. Barbara Sutherland 2341 Cravat Pass Lexington, KY 40511	For completion of the summer phase of Black Yarn's Racially Restrictive Deeds Research project to strengthen and inform equitable housing policies
<b>\$ 2,000.00</b>	Fayette Education Foundation Carrie Boling PO Box 910951 Lexington, KY 40591	For registration fees for Tates Creek Middle School students to attend the Global Amazing Shake at Ron Clark Academy in Atlanta, GA
<b>\$ 4,000.00</b>	LFUCG Senior Intern Program Kristy Stambaugh 1101-606102-6063-75102 Lexington, KY	To help offset the costs of food for the week and parking at the Hyatt for the Graduation and Alumni Luncheon
<b>\$ 450.00</b>	Hearts for Basketball Christian Academy Doyle Lee 1145 Newtown Center Way Ste. 130 Lexington, KY 40511	For their Basketball and Media Workforce Development program
<b>\$ 1,000.00</b>	Black Soil Charitable Fund 820 Lane Allen Rd. Ste. 176 Lexington, KY 40504 Ashley Smith	For sprout vouchers

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH WINBURN NEIGHBORHOOD ASSOCIATION, INC. (\$750.00); LEXINGTON COMMUNITY POLICE ACADEMY ALUMNI ASSOCIATION, INC. (\$499.92); LAFAYETTE HIGH SCHOOL BASEBALL BOOSTERS, INC. (\$500.00); BLACK YARN INC. (\$1,850.00); THE FAYETTE COUNTY PUBLIC SCHOOL EDUCATION FOUNDATION CORPORATION (\$2,000.00); LFUCG SENIOR INTERN PROGRAM (\$4,000.00); HEARTS FOR BASKETBALL CHRISTIAN ACADEMY, INC. (\$450.00); AND THE BLACK SOIL CHARITABLE FUND, INC. (\$1,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which is attached hereto and incorporated herein by reference, with Winburn Neighborhood Association, Inc., Lexington Community Police Academy Alumni Association, Inc., Lafayette High School Baseball Boosters, Inc., Black Yarn Inc., The Fayette County Public School Education Foundation Corporation, LFUCG Senior Intern Program, Hearts for Basketball Christian Academy, Inc., and The Black Soil Charitable Fund, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Winburn Neighborhood Association, Inc. (\$750.00); Lexington Community Police Academy Alumni Association, Inc. (\$499.92); Lafayette High School Baseball Boosters, Inc. (\$500.00); Black Yarn Inc. (\$1,850.00); The Fayette County Public School Education Foundation Corporation (\$2,000.00); LFUCG Senior Intern Program (\$4,000.00); Hearts for Basketball Christian Academy, Inc. (\$450.00); and The Black Soil Charitable Fund, Inc. (\$1,000.00), 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

0248-26:GET:4920-4746-4858, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0249-26**

**File ID:** 0249-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/18/2026

**File Name:** Capital List 3/24/26

**Final Action:**

**Title:** Council Capital Projects, March 24, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Capital List 3.24.26, RESO 0249-26 Council Capital (3-24-2026) 4904-5631-6314 v.1.docx

**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 0249-26

**Title**

Council Capital Projects, March 24, 2026

**..Summary**

**Organization:**

LFUCG - Traffic Engineering

Roger Mulvaney

1105-121001-0001-71102

**Purpose:**

For the installation of traffic calming measures at the intersection of Fontaine and Clinton

**Amount:**

\$ 17,727.68

**Council Capital Projects  
March 24, 2026  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 17,727.68</b>	LFUCG - Traffic Engineering Roger Mulvaney 1105-121001-0001-71102	For the installation of traffic calming measures at the intersection of Fontaine and Clinton

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF TRAFFIC ENGINEERING (\$17,727.68), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Traffic Engineering, for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sums stated, be and hereby is approved for payment to LFUCG Division of Traffic Engineering (\$17,727.68), from account #1101-121002-71214, from various Council Districts, 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

0249-26:GET: 4904-5631-6314, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0257-26**

**File ID:** 0257-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/19/2026

**File Name:** Summary: Budget, Finance, and Economic Development Committee, February 24, 2026

**Final Action:**

**Title:** Summary: Budget, Finance, and Economic Development Committee, February 24, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2-24-26 BFED 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 0257-26

Title

Summary: Budget, Finance, and Economic Development Committee, February 24, 2026



## **Budget, Finance & Economic Development (BFED) Committee**

February 24, 2026

### **Summary and Motions**

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Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu, and Committee Members Chuck Ellinger, Shayla Lynch, Liz Sheehan, Lisa Higgins-Hord, Joseph Hale, Whitney Baxter, Dave Sevigny, and Jennifer Reynolds were in attendance as voting members. Council Members Tyler Morton, Tom Eblen, Emma Curtis, Amy Beasley and Hil Boone were in attendance as non-voting members.

#### **I. APPROVAL OF JANUARY 27, 2026, COMMITTEE SUMMARY**

A motion by Ellinger to approve January 27, 2026, Committee Summary, seconded by Wu, passed without dissent.

#### **II. MONTHLY FINANCIAL UPDATE – FEBRUARY 2026**

Commissioner Hensley and Director Holbrook presented the FY2026 February 2026 Financial Update. The January report provides a seven-month snapshot of Lexington-Fayette Urban County Government revenues, expenditures, and cash flow compared with the adopted budget. Overall, the report indicates the City's finances remain generally in line with expectations, with most variances attributable to accounting adjustments or timing differences rather than structural budget issues.

Revenue variances were influenced by GASB-required accounting entries for subscription-based IT arrangements (SBITA) and leased services that were not included in the adopted budget. A forthcoming budget adjustment will reconcile these items. Excluding these entries, the adjusted revenue variance is approximately \$2.92 million. Payroll-related revenues may also have been affected by workplace closures late in the month, which can shift the timing of collections.

Personnel expenditures remain within approximately 3% of budget despite January including three payroll cycles and employee sick leave buyback payments. Several operating variances reflect delayed or encumbered spending rather than overspending, including approximately \$500,000 in road salt not yet used, \$900,000 in detention center medical contract expenses not yet incurred, and more than \$1 million in contracted software services. No action was taken.

#### **III. LEXARTS ARTS AND CULTURAL ECONOMY AUDIT**

Ame Sweetall, CEO and Executive Director of LexArts, and Sound Diplomacy consultants, presented the LexArts Arts and Cultural Economy Audit. The audit evaluates the size, impact, and needs of Lexington's creative sector and identifies strategies to strengthen the arts ecosystem and its role in economic development. The study draws on economic data, surveys, interviews, and stakeholder roundtables to assess the sector and identify opportunities for growth.

The report finds the arts and cultural sector is a significant contributor to Lexington's economy, supporting thousands of jobs and generating substantial economic activity. The sector demonstrates strong specialization in areas such as cultural education, retail, and audiovisual and interactive media. Stakeholder feedback identified several structural challenges, including limited coordination and long-

term strategy, insufficient funding streams, infrastructure and accessibility issues at cultural venues, and transportation barriers affecting access to events. Participants also noted the need for clearer communication regarding the role of LexArts and greater transparency in funding and grant processes.

The audit recommends actions to strengthen governance, funding, and economic development connections. Key proposals include updating and publicly communicating LexArts' strategic plan, increasing cultural funding through mechanisms such as the hotel tax, integrating arts into Lexington's broader economic development strategy, and recruiting creative businesses and talent to fill gaps in the local arts ecosystem. The report positions the arts as both cultural assets and drivers of economic growth, workforce development, and community identity. No action was taken.

#### **IV. VISITLEX TOURISM IMPROVEMENT DISTRICT**

VisitLEX presented a proposal to establish a Tourism Improvement District (TID), or Lodging Management District, to strengthen tourism marketing, attract major events, and increase overnight visitation. Tourism currently supports 11,851 jobs in Fayette County, generates approximately \$1.7 billion in visitor spending, and produces \$131 million in state and local tax revenue.

The proposal notes that Lexington's tourism promotion resources are relatively limited compared with peer destinations. Budget comparisons show that cities such as Nashville, Savannah, and Memphis operate with significantly larger destination marketing organization (DMO) budgets, often supplemented by Tourism Improvement District funding. Establishing a TID would provide an additional funding source to expand marketing, event recruitment, and destination development efforts to enhance Lexington's competitiveness.

Under the proposed model, qualifying lodging properties would pay a 2% assessment on gross short-term room revenue. Funds would be collected by the City and managed by a district board of directors composed primarily of property owners to ensure revenues are used specifically for tourism promotion and related economic improvements. The district would operate for seven years with an estimated annual budget of approximately \$2.1 million to support marketing, destination development, special events, and administration.

The presentation also outlined the legal framework and timeline for establishing the district under Kentucky law. Formation requires a petition supported by at least 33% of property owners representing 51% of the assessed property value within the proposed district. If those thresholds are met, the proposal would proceed through ordinance readings, public notice, and a public hearing prior to final approval. Upon adoption, a board of directors would be appointed, and assessments could begin shortly thereafter. No action was taken.

#### **V. REVIEW OF COMMITTEE REFERRALS**

A motion by Wu to remove the LexArts Finance and Equity Review from the items referred list, seconded by Ellinger, passed without dissent.

#### **VI. ADJOURNMENT**

A motion by Chair Brown to adjourn at 2:51p.m., seconded by Ellinger, passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0927-23**

**File ID:** 0927-23

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

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

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

**File Name:** Page Break

**Final Action:**

<b>Title:</b>
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**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0927-23**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0167-26**

**File ID:** 0167-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Community Corrections

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

**File Name:** SIEMENS FY26

**Final Action:**

**Title:** Authorization to purchase fire monitoring and suppression services from Seimens Industry, Inc., a sole source provider, for the Division of Community Corrections at a cost of \$40,100.47. Funds are budgeted. (L0167-26)(Colvin/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** SIEMENS memo 3-2-26, SEIMENS SOLE-SOURCE CERT 2-20-26, \$32,192.47 SIEMENS invoice, \$7908 SIEMENS invoice

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Bradley, Tammy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0167-26

#### Title

Authorization to purchase fire monitoring and suppression services from Seimens Industry, Inc., a sole source provider, for the Division of Community Corrections at a cost of \$40,100.47. Funds are budgeted. (L0167-26)(Colvin/Armstrong)

#### Summary

Authorization to purchase fire monitoring and suppression services from Seimens Industry, Inc., a sole source provider, for the Division of Community Corrections at a cost of \$40,100.47. Funds are budgeted. (L0167-26)(Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 1101-505401-5412-76101

This Fiscal Year Impact: \$40,100.47

Annual Impact: \$40,100.47

Project:

Activity:

Budget Reference:

Current Balance: \$40,100.47 Encumbered



TO: Mayor Linda Gorton  
Urban County Council

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

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: March 2, 2026

SUBJECT: Siemens Fire Protection System FY26

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**Request**

Council authorization is requested to pay \$40,100.47 for fire monitoring and suppression system services and make Siemens Industry, Inc., a sole-source provider, for the Division of Community Corrections.

**Why are you requesting?**

These services provide fire suppression services for the Detention Center including back and sprinkler tests, as well as smoke head/alarm testing, and panel operation.

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

Funds for this agreement are requested for FY26 - \$40,100.47

**Are the funds budgeted? Yes.**

**File Number: L0167-26**

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





## 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 (\$2,500-\$10,000), formal quotes (\$10,001 - \$39,999.99), or formal bid (\$40,000 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 \$40,000 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 Leon Powell Division/Dept Corrections  
Phone 8592304978 Email lpowell@lexingtonky.gov

Type of Purchase:  Goods/Materials/Equipment  Services

Cost: 40100.94

Sole Source Request for the Purchase of: Fire protection system service.

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 Siemens

Contact Name Greg Saylor

Address 2400 Nelson Miller Pkwy Ste 130 Louisville KY, 40223

Phone 5023569433 Email gregory.saylor@siemens.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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**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:

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Proprietary existing equipment.

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**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 year plan with 5.5% yearly increase applied. This would be year 2.

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

Factory warranty, labor reduction 20%, parts reduction 20%, and local service.

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Cust PO No 3802893558      Cust PO Date      Quotation No  
 Sales Order No 3802893558      Sales Ord Date 02/27/2026      Lock Box No

Invoice No 5332317613	Date 02/27/2026
Customer No 30054105	Page 1 of 3

<b>Bill To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E MAIN ST LEXINGTON KY 40507-1310	<b>Sold To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E MAIN ST LEXINGTON KY 40507-1310	<b>Ship To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 600 OLD FRANKFORT CIR LEXINGTON KY 40510-9689
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<b>Remit Incoming ACH's To:(Preferred)</b> (No Check Payments) JPMorgan Chase Bank, N.A. New York, NY 10017 ACH Rtg# 028000024 Siemens Industry Inc. Account: 3817882989 Email Detailed Remittance Advice to: bfgarwires.us.sbt@siemens.com	<b>Remit Incoming Wires To:</b> (No Check Payments) JPMorgan Chase Bank, N.A. New York, NY 10017 ABA# 021000021; SWIFT BIC: CHASUS33 Siemens Industry Inc. Account: 3817882989 Email Detailed Remittance Advice to: bfgarwires.us.sbt@siemens.com	<b>Remit payments to:</b> ACH Debit or Credit Card Payments: <a href="https://flexync-pay.siemens.com/flexyncpay">https://flexync-pay.siemens.com/flexyncpay</a> OR Remit Check Payments to: Siemens Industry, Inc. PO Box 2134 Carol Stream, IL 60132-2134
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<b>Delivery#:</b>	<b>Ship Date:</b>
<b>INCO Terms:</b> Prepaid and Add PREPAID AND ADD	<b>Carrier/Route:</b> Best Way

This invoice is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this invoice, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site: <https://www.siemens.com/download?A6V11694115>. BY ACCEPTING THIS INVOICE, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
400	<b>Service Order Number: 5005137807</b> <b>Building Name: Lexington Fayette Urban Co Govt</b> A7F55000050 2025 annual fire alarm & extinguishers ECCN: EAR99 Customer PO item #: 000400  Notes: Issue: 2025 Fire alarm / Fire extinguisher insp  Contact: Customer Service  Siemens Industry, Inc. Louisville Sales Office 2400 Nelson Miller Parkway, Suite 130 Louisville KY 40223 Phone: (502)267-1571 Fax: (502)267-0316  State Taxes	ROL	1	32,192.47	32,192.47
					0.00

Total Wt.: 0 KG      Currency: USD      Invoice Total: 32,192.47

**Siemens preferred payment method is ACH/EFT funds transfer.**      **Our Dunn and Bradstreet # is 01-094-4650**  
 Payment made via credit card may be subject to a surcharge of up to 2%, where applicable by law.  
**Payment Terms: Net Due 30 Days**

\*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination.

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."  
 For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.

March 11, 2025

To: All Siemens Industry, Inc. Customers  
From: Nicola Bates  
President and CEO, Siemens Capital Company LLC  
Re: Payment Instructions

Dear Customer,

Please be advised that Siemens Industry, Inc. (Buildings) has entered a new banking relationship with JPMorgan Chase. All future payments sent to this bank account must be electronic per details in the attached letter from JPMorgan Chase.

Virtual Account Number	Virtual Entity Name	Currency
3817882989	Siemens Industry Inc.(01)	USD

**\*\*DO NOT MAIL CHECKS TO THE BELOW JPMORGAN CHASE ADDRESS\*\***

**CCY (CURRENCY)**

Beneficiary Bank:	JPMorgan Chase Bank, N.A. 270 Park Avenue New York, NY 10017
Beneficiary Bank Swift BIC:	CHASUS33
Beneficiary Bank Routing Code:	021000021 - Wires 028000024 - ACH (preferred)
Beneficiary Virtual Account Number:	As per 3817882989 details above

For customers paying electronically: Our preferred payment method is ACH (Automated Clearing House) with remittance details being sent in the CTX (Corporate Trade Exchange) addenda record. CTX is a standard format that allows a large amount of payment-related information, such as multiple invoices or detailed remittance data, to be included with the payment in a single transaction.

If ACH CTX is not available, the ACH CCD or ACH CCD+ formats or wire transfer are also acceptable. If paying by ACH CCD, CCD+, or wire transfer, please email invoice details to [bfgarwires.us.sbt@siemens.com](mailto:bfgarwires.us.sbt@siemens.com) before initiating payment.

For customers who wish to pay by credit card or ACH Direct Debit can do so via the FlexLync Pay portal at <https://flexlync-pay.siemens.com/flexlynccpay>. To proceed, please navigate to the self-registration option.

For customers paying by check: please refer to the lockbox details provided on your Siemens invoice.

If you have any questions or need assistance, please contact your Siemens Industry business representative or Accounts Receivable to confirm this bank transition.

Sincerely,

Nicola Bates  
President and CEO  
Siemens Capital Company LLC

Siemens Capital Company LLC  
 200 Wood Avenue South FL 2  
 Iselin, NJ 08830

April 3, 2025

Bank Confirmation of Routing/Settlement Instructions

Dear Sir, Madam,

We make reference to the Virtual Account Management Services provided to you by JP Morgan Chase Bank, N.A. As requested, we hereby confirm that as of the date of this letter, according to our records, the following routing details at JP Morgan Chase Bank, N.A. are correct:

Virtual Account Number*	Virtual Entity Name	Currency
3817882989	Siemens Industry Inc.(01)	USD

Standard Settlement Table  
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A virtual account has a unique account number (specified above) that allows a customizable reporting structure against the demand deposit account, enabling clients to organize and report data according to how they manage their business.

Michelle Brown  
 Client Service Account Manager  
 JP Morgan Chase Bank, N.A.

Cust PO No 3802887728      Cust PO Date      Quotation No  
 Sales Order No 3802887728      Sales Ord Date 02/27/2026      Lock Box No

Invoice No 5332300174	Date 02/27/2026
Customer No 30147358	Page 1 of 3

<b>Bill To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 600 OLD FRANKFORT CIR LEXINGTON KY 40510-9689	<b>Sold To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 600 OLD FRANKFORT CIR LEXINGTON KY 40510-9689	<b>Ship To:</b> LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E MAIN ST LEXINGTON KY 40507-1310
Contact Person: Leon Powell		

<b>Remit Incoming ACH's To:(Preferred)</b> (No Check Payments) JPMorgan Chase Bank, N.A. New York, NY 10017 ACH Rtg# 028000024 Siemens Industry Inc. Account: 3817882989 Email Detailed Remittance Advice to: bfgarwires.us.sbt@siemens.com	<b>Remit Incoming Wires To:</b> (No Check Payments) JPMorgan Chase Bank, N.A. New York, NY 10017 ABA# 021000021; SWIFT BIC: CHASUS33 Siemens Industry Inc. Account: 3817882989 Email Detailed Remittance Advice to: bfgarwires.us.sbt@siemens.com	<b>Remit payments to:</b> ACH Debit or Credit Card Payments: <a href="https://flexlync-pay.siemens.com/flexlyncpay">https://flexlync-pay.siemens.com/flexlyncpay</a> OR Remit Check Payments to: Siemens Industry, Inc. PO Box 2134 Carol Stream, IL 60132-2134
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<b>Delivery#:</b>	<b>Ship Date:</b>
<b>INCO Terms:</b> Prepaid and Add PLANT	<b>Carrier/Route:</b> Best Way

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Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
300	<b>Service Order Number: 5005137808</b> <b>Building Name: Fayette County Jail</b> A7F55000050 2025 annual fire sprinkler & backflow te ECCN: EAR99  Customer PO item #: 000300  Notes: Issue: 2025 sprinkler / backflow insp  Contact: Customer Service  Siemens Industry, Inc. Louisville Sales Office 2400 Nelson Miller Parkway, Suite 130 Louisville KY 40223 Phone: (502)267-1571 Fax: (502)267-0316  State Taxes	ROL	1	7,908.00	7,908.00
					0.00

Total Wt.: 0 KG      Currency: USD      Invoice Total: 7,908.00

**Siemens preferred payment method is ACH/EFT funds transfer.**      **Our Dunn and Bradstreet # is 01-094-4650**  
 Payment made via credit card may be subject to a surcharge of up to 2%, where applicable by law.  
**Payment Terms: Net Due 30 Days**

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President and CEO  
Siemens Capital Company LLC

Siemens Capital Company LLC  
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 Iselin, NJ 08830

April 3, 2025

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Beneficiary Virtual Account Number:	As per 3817882989 details above

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A virtual account has a unique account number (specified above) that allows a customizable reporting structure against the demand deposit account, enabling clients to organize and report data according to how they manage their business.

Michelle Brown  
 Client Service Account Manager  
 JP Morgan Chase Bank, N.A.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0222-26**

**File ID:** 0222-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Water Quality

**File Created:** 03/09/2026

**File Name:** Change Order Joyland Drainage Project

**Final Action:**

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 (final) to the Agreement with Lagco Inc., for Joyland Area Storm Drainage Project- Contract No. 365-2024, for the Div. of Water Quality, increasing the Contract by the sum of \$104,952, from \$1,182,126 to \$1,287,078. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Joyland CO #5 updated, Changer Order Contract\_, RESO 0222-26 Change Order Joyland Drainage Project\_ 4928-0365-8649 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/ Brenda Whittington

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0222-26

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 (final) to the Agreement with Lagco Inc., for Joyland Area Storm Drainage Project- Contract No. 365-2024, for the Div. of Water Quality, increasing the Contract by the sum of \$104,952, from \$1,182,126 to \$1,287,078. [Div. of Water Quality, Martin]

#### Summary

Authorization to execute Final Change Order No.5 to the Agreement with Lagco Inc. increasing the Contract price by the sum of \$104,954.31 from \$1,182,126.00 to \$1,287,080.31 for the Joyland Area Storm Drainage Project- Contract No. 365-2024. Budget amendment in process. (L0222-26)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes J. Todd Henning

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3334-92211

This Fiscal Year Impact: \$104,954.31

Annual Impact: \$

Project: JOYLAND\_2021

Activity: CONSTRUCT

Budget Reference:

Current Balance: \$104,954.31



TO: Mayor Linda Gorton  
Urban County Council

FROM: Rick Day, Capital Construction Manager 

DATE: February 6, 2026

SUBJECT: Final Change Order #5 Lagco Inc.  
Joyland Area Storm Drainage Project – Contract #2,  
Contract No. 365-2024  
CAO Policy No. 15, Tier 3

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**Request**

The Division of Water Quality requests authorization to execute Change Order No. 5 to the agreement with Lagco Inc. increasing the contract price by the sum of \$104,954.31 from \$1,182,126.00 to \$1,287,080.31.

**Purpose of Request**

To reflect the actual installed amounts as well as the field adjusted quantities from the existing bid per the attached itemized addendum.

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

The cost for this FY is: \$104,954.31  
This cost in future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted in: 4052-303204-3334-92211 2021 LFUCG JOYLAND\_2021 CONSTRUCT  
and BA #14091 4052-303204-3321-71223 2016 LFUCG STORM\_MAIN CONSENT\_DE

**Martin/Albright**



**JUSTIFICATION FOR CHANGE**

PROJECT: Joyland Contract #2

CONTRACT NO. 365-2024

CHANGE ORDER: 5

1. Necessity for change: to reflect the actual installed amounts as well as the underruns and overruns from the existing bid per the attached.
2. Is proposed change an alternate bid? \_\_\_Yes XNo
3. Will proposed change alter the physical size of the project? \_\_\_Yes XNo  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes XNo  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

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

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</b> <b>CONTRACT CHANGE ORDER</b> Page 1 of 2	Date:	February 6, 2026	
	Project:	Joyland Contract #2	
	Location:		
To  Lagco Inc. PO Box 1251 Lexington KY 40583	Contract No.	C-365-2024	
	Original Contract Amt.	\$1,083,653.00	
	Cumulative Amount of Previous Change Orders	\$98,473.00	
	Percent Change - Previous Change Orders		9.09%
	Total Contract Amount Prior to this Change Order	\$1,182,126.00	
	Change Order No.	Final 5	

You are hereby requested to comply with the following changes from the contract plans and specification;

**Current Change Order**

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Final Change Order			
	Under Quantity Total	\$53,880.26		
	Over Quantity Total		\$158,834.57	
	see attached			
	Total decrease	\$53,880.26		
	Total increase		\$158,834.57	
	Net Amount of this Change Order	\$104,954.31		
	New Contract Amount Including this Change Order	\$1,287,080.31		
	Percent Change - This Change Order			9.69%
	Percent Change - All Change Orders			18.77%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by [Signature] (Proj. Engr.) Date 2/19/26  
 Accepted by [Signature] (Contractor) Date 2/19/26  
 Approved by [Signature] (Director) Date 2/23/26  
 Approved by Nancy Albright (Commissioner) Date 2/25/26  
 Approved by \_\_\_\_\_ (Mayor or CAO) Date \_\_\_\_\_

**JUSTIFICATION FOR CHANGE**

PROJECT: Joyland Contract #2

CONTRACT NO. 365-2024

CHANGE ORDER: 5

1. Necessity for change: to reflect the actual installed amounts as well as the underruns and overruns from the existing bid per the attached.
2. Is proposed change an alternate bid? \_\_\_Yes XNo
3. Will proposed change alter the physical size of the project? \_\_\_Yes XNo  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes XNo  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

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

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 5 (FINAL) TO THE AGREEMENT WITH LAGCO INC., FOR JOYLAND AREA STORM DRAINAGE PROJECT- CONTRACT NO. 365-2024, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF \$104,952.00, FROM \$1,182,126.00 TO \$1,287,078.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 5 (final), which is attached hereto and incorporated herein by reference, to the agreement with Lagco Inc., for Joyland Area Storm Drainage Project- Contract No. 365-2024, for the Division of Water Quality, increasing the contract price by the sum of \$104,952.00, from \$1,182,126.00 to \$1,287,078.00.

Section 2 – That an amount, not to exceed the sum of \$104,952.00, be and hereby is approved for payment to Lagco Inc., from accounts # 4052-303204-92211 and 4052-303204-71223, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0222-26:JTH:4928-0365-8649, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0225-26**

**File ID:** 0225-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Mayor's Office

**File Created:** 03/10/2026

**File Name:** MIAAC Membership Update

**Final Action:**

**Title:** Authorization to amend section 2-496 of the Code of Ordinances to decrease the membership of the Mayor's International Affairs Advisory Commission; specifically decreasing the number of foreign-born members from three (3) to two (2) from each of the following areas: two (2) representatives from Africa; two (2) representatives from Asia; two (2) representatives from Europe; two (2) representatives from the Americas; two (2) representatives from the Middle East. No budgetary impact. (L0225-26)(Scott)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** MIAAC Membership Update, Decreasing MIACC membership .1 . 4898-5665-0900

**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 0225-26

#### Title

Authorization to amend section 2-496 of the Code of Ordinances to decrease the membership of the Mayor's International Affairs Advisory Commission; specifically decreasing the number of foreign-born members from three (3) to two (2) from each of the following areas: two (2) representatives from Africa; two (2) representatives from Asia; two (2) representatives from Europe; two (2) representatives from the Americas; two (2) representatives from the Middle East. No budgetary impact. (L0225-26)(Scott)

#### Summary

Authorization to amend section 2-496 of the Code of Ordinances to decrease the membership of the Mayor's International Affairs Advisory Commission; specifically

decreasing the number of foreign-born members from three (3) to two (2) from each of the following areas: two (2) representatives from Africa; two (2) representatives from Asia; two (2) representatives from Europe; two (2) representatives from the Americas; two (2) representatives from the Middle East. No budgetary impact. (L0225-26)(Scott)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** { Select Yes, Completed by [Evan Thompson, 3/10/2025]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton, Lexington-Fayette Urban County Council

FROM: Melissa McCartt-Smyth, Administrative Specialist Senior

CC: Tyler Scott, Chief of Staff

DATE: 3/10/2026

SUBJECT: Mayor's International Affairs Advisory Commission Membership Update

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Requesting a decrease to the membership section of ordinance for the Mayor's International Affairs Advisory Commission; specifically decreasing one representative from each of the foreign-born residents, i. two (2) representatives from Africa; ii. two (2) representatives from Asia; iii. two (2) representatives from Europe; iv. two (2) representatives from the Americas; v. two (2) representatives from the Middle East.

Department needs this action completed because the Commission has voted on changing and clarifying role-specific seating to better serve their overall function.

The cost for this FY is: N/A

The cost for future FY is: N/A

Does not affect the budget.

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

Account number: N/A

File Number: 0225-26

Director/Commissioner: Tyler Scott, Chief of Staff



ORDINANCE NO. \_\_\_\_\_ - 2026

AN ORDINANCE AMENDING SECTION 2-496 OF THE CODE OF ORDINANCES TO REDUCE THE MEMBERSHIP OF THE MAYOR'S INTERNATIONAL AFFAIRS ADVISORY COMMISSION TO TWENTY-THREE (23) MEMBERS BY DECREASING THE NUMBER OF MEMBERS FROM AFRICA; ASIA; EUROPE; THE AMERICAS; AND THE MIDDLE EAST, FROM THREE (3) TO TWO (2) EACH.

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

Section 1 – That Section 2-496 of the Code of Ordinances be and hereby is amended to read as follows:

**Sec. 2-496. - Membership.**

- (a) The commission shall consist of twenty-three (23) members, seventeen (17) of which shall be appointed by the Mayor, subject to confirmation by a majority of the council.
- (b) The seventeen (17) appointed members shall consist of the following:
  - a. two (2) members from the Lexington-Fayette Urban County Council;
  - b. fifteen (15) members shall be selected from Lexington-Fayette County foreign-born residents who shall be from and represent the following international geographic areas:
    - i. two (2) representatives from Africa;
    - ii. two (2) representatives from Asia;
    - iii. two (2) representatives from Europe;
    - iv. two (2) representatives from the Americas;
    - v. two (2) representatives from the Middle East; and
    - vi. five (5) members shall be from the community-at-large, from academia or other organizations which specialize in or have specific interests or competencies in global business, immigration, refugees, or international affairs.
- (c) The six (6) remaining members shall be the following urban county government officers:
  - i. the chief administrative officer or designee;
  - ii. the commissioner of social services or designee;

- iii. the commissioner of general services or designee;
- iv. the commissioner of public safety or designee;
- v. the chief development officer or designee; and
- vi. the multicultural affairs coordinator,

all who shall be non-voting ex-officio members.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF THE URBAN COUNTY COUNCIL  
PUBLISHED:

XXXXX-26: 4898-5665-0900, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0226-26**

**File ID:** 0226-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Community Corrections

**File Created:** 03/10/2026

**File Name:** HOPE CTR FY27 AGREEMENT

**Final Action:**

**Title:** Authorization to enter into an agreement with Hope Center for Detention Center Recovery Program, which provides daily recovery services to the inmates of the Fayette County Detention Center at a cost of \$228,000 for the period of July 1, 2026 to June 30, 2027. Funds have been requested in the FY27 budget. (L0226-26)(Colvin/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** HOPE CTR memo FY26 6-17-25, HOPE CTR FY27 AGREEMENT unsigned 3-10-26

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Bradley, Tammy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0226-26

#### Title

Authorization to enter into an agreement with Hope Center for Detention Center Recovery Program, which provides daily recovery services to the inmates of the Fayette County Detention Center at a cost of \$228,000 for the period of July 1, 2026 to June 30, 2027. Funds have been requested in the FY27 budget. (L0226-26)(Colvin/Armstrong)

#### Summary

Authorization to enter into an agreement with Hope Center for Detention Center Recovery Program, which provides daily recovery services to the inmates of the Fayette County Detention Center at a cost of \$228,000 for the period of July 1, 2026 to June 30, 2027. Funds have been requested in the FY27 budget. (L0226-26)(Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted [select]: Funds requested in FY 2027 budget

Account Number: 1101-505403-5434-71299

This Fiscal Year Impact: \$228,000 FY 27

Annual Impact: \$228,000

Project:

Activity:

Budget Reference:

Current Balance: Funds requested in FY 2027 budget



TO: Mayor Linda Gorton  
Urban County Council

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

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: March 10, 2026

SUBJECT: Hope Center for Detention Center Recovery Program Agreement Approval

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**Request**

Council authorization is requested to enter into an agreement with the Hope Center for the Detention Center Recovery Program.

**Why are you requesting?**

Hope Center for Detention Center Recovery Program provides daily recovery services to the inmates of the Fayette County Detention Center. Program capacity is fifteen (15) women and thirty (30) men.

Funds have been requested in the upcoming FY27 budget. The annual cost of the program is \$228,000. The term of the agreement is for one (1) fiscal year beginning July 1, 2026, and ending June 30, 2027. The agreement can be terminated by giving not less than thirty (30) days' written notice of termination.

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

Funds for this agreement are requested for FY27 - \$228,000

**Are the funds budgeted? Yes.**

**File Number: L0226-26**

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



## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (“Agreement”) made and effective into on the first day of July, 2026, by and between the Lexington Fayette Urban County Government (“Urban Government”) and the Hope Center, Inc. (“Hope Center”) with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

### **WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2026, and continuing for twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2026; January 15, 2027; April 15, 2027; and July 15, 2027.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Compensation paid under this Agreement shall be used exclusively for the services outlined in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing, signed by both parties. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center’s violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives wishing to enter the Urban Government’s detention facility must first receive a security clearance before entrance. Requests for security clearances will be made by contacting the Division of Community Corrections at least three weeks before the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where the Hope Center conducts business. The policy shall be made available to the Urban Government upon request.
8. This instrument, and the Addendum, incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

LFUCG: LFUCG – Division of Community Corrections  
600 Old Frankfort Circle  
Lexington, KY 40510  
Attn: G. Scott Colvin, Chief

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, in the year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

HOPE CENTER

BY: \_\_\_\_\_

Linda Gorton, Mayor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of the Urban County Council

## ADDENDUM

### **DETENTION CENTER RECOVERY PROGRAM**

**PROGRAM SUMMARY:** Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

**Long –Term Program Goals:** The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

<b>ACTIVITIES</b>	<b>OUTPUTS</b>	<b>OUTCOMES</b>
Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels	Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners	Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants
Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ration (a/c) of 43% for women and 60% for men.
Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.	Distribution of materials to up to 15 women and 30 men.	Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Satisfactory Program Management	Documented issues, problems or grievances from clients or detention center staff	All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program	Information is compiled monthly as part of Hope Center’s ongoing data collection, management, and analysis
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0227-26**

**File ID:** 0227-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Mayor's Office

**File Created:** 03/10/2026

**File Name:** Lexington Pride Festival Agreement 2026

**Final Action:**

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed \$10,000.00. [Mayor's Office, Scott]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Lexington Pride Festival Agreement Blue Sheet Memo, Pride Festival Agreement 2026 Signed By LPC, RESO 0227-26 Pride Festival 2026 4930-6421-8008 v.1.docx

**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 0227-26

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed \$10,000.00. [Mayor's Office, Scott]

#### Summary

Authorization to execute a Purchase of Service Agreement with the Lexington Pride Center to sponsor the 2026 Lexington Pride Festival at a cost of \$10,000. Funds are Budgeted.

(L0227-26)(Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by [Gabriel Thatcher, 3/10/2026]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133003-0001-71299

This Fiscal Year Impact: \$10,000.00

Annual Impact: \$N/A

Project:

Activity:

Budget Reference:

Current Balance: \$17,315.46



TO: Mayor Linda Gorton  
Urban County Council

FROM: Craig Cammack, Dep Dir of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: April 10, 2026

SUBJECT: Purchase of Service Agreement – 2026 Lexington Pride Festival Sponsorship

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**Request**

Request Council authorization to execute a Purchase of Service Agreement with the Lexington Pride Center to sponsor the 2026 Lexington Pride Festival.

Lexington Pride Festival agrees to provide the following services to LFUCG:

Provide Government logos on the official LexPrideFest Banner, LexPrideFest t shirt and [lexpridefest.org](http://lexpridefest.org).

Provide the option for the Government to sponsor the main stage or entertainer.

Live recognition of Government from stage during the festival.

An onstage banner recognizing Government.

Provide complimentary entry for four (4) to all of Organization’s fundraising and social events.

Provide a Pride merchandise package.

Provide a banner and/or ad display for Government near vendors.

Provide two (2) 10 foot by 10 foot booth spaces, with one tent per booth space.

Provide Government logo on official Pride Festival banner and t-shirt.

Provide logo on front cover and full-page advertisement in Pride Guide.

Provide logo and link on [www.lexpridefest.org](http://www.lexpridefest.org).

Recognition of Government on LexPrideFest social media in post.

Government to receive marketing rights as an official LexPrideFest sponsor.

**Reason for Request**



The Lexington Pride Festival is one of the largest public events in Lexington, attracting over 10,000 attendees each year. It provides an opportunity for the LGBTQ+ community, allies and all of Lexington to come together in celebration.

Proceeds from the Lexington Pride Festival support the Lexington Pride Center, which provides spaces, programming and services for the LGBTQ community. The 501(c)3 organization hosts ongoing groups and activities, a pride library, computer lab, and numerous free events

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

The cost for this FY is: \$10,000

The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted.

Account number: 1101-133003-0001-71299

File Number: 0227-26

Director/Commissioner: Tyler Scott, Chief of Staff



**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter “Agreement”), made and entered into on the \_\_Sixth\_ day of \_March\_, 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter “Government”), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Mayor’s Office (hereinafter “Sponsor”), and **Lexington Pride Center** with offices located 389 Waller Avenue, Suite 100, Lexington, KY 40504, (hereinafter “Organization”).

WHEREAS, Organization is hosting the 2026 Lexington Pride Festival; and

WHEREAS, the Government is contributing payment to Organization in exchange for the services agreed to by Organization as set forth herein; and

WHEREAS, the Government believes that supporting the 2026 Lexington Pride Festival as a community event and the purchase of services related thereto promotes the public purpose of civic engagement, fosters community development as a public good, and broadens cultural awareness and education, public purposes that are inherent in any civic and community outreach event; and

WHEREAS, Organization has agreed to provide the Government with related services as set forth herein; and

WHEREAS, the parties seek to memorialize their understanding through a written agreement.

**WITNESSETH**

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

1. Government hereby retains Organization for the period beginning on \_March 6\_, 2026, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. The Organization, in conjunction with conducting the Lexington Pride Festival, shall provide the following services pursuant to this Agreement:

- a. Option to sponsor a stage, entertainer, or activity.
- b. Live recognition from stage during festival.
- c. Recognition during fundraising and media events.
- d. Option to display banner onstage.
- e. Complimentary entry for four (4) to all LexPrideFest fundraising and social events.
- f. Pride merchandise package.
- g. Banner/Ad options near alcohol and food vendors.
- h. Tent, table, and two (2) chairs provided by LexPrideFest per booth space.
- i. Logo on official LexPrideFest Banner.
- j. Logo on official LexPrideFest T-shirt.
- k. Logo on front cover of Price Guide, and full page ad in Price Guide.
- l. Recognition on individual post on LexPrideFest Social Media account.
- m. Logo and link on [www.lexpridefest.org](http://www.lexpridefest.org).
- n. Two (2) 10 foot by 10 foot booth spaces.
- o. Marketing rights as official LexPrideFest Sponsor.

Notwithstanding the foregoing, Organization understands and agrees that this Agreement is subject to the requirements of LFUCG's CAO Policy 57 (Branding, Logo, and Graphic Standards). Organization understands and agrees that any use of LFUCG logos, the LFUCG seal, LFUCG-owned graphics or assets, or any other LFUCG branding must be approved by LFUCG as required by CAO Policy 57.

3. Government shall pay Organization the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), **which shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 2, all of which shall be payable on \_July 1\_, 2026 or shortly thereafter upon receipt of an invoice.

4. Organization agrees that Government may photograph or otherwise record its presence at the 2026 Lexington Pride Festival, and Government agrees that it will only photograph or otherwise record its presence in the public access areas of the 2026 Lexington Pride Festival and shall not interfere with the normal operations of the event, unless required by law.

5. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein. Government understands that Organization shall have the right to reschedule or cancel the 2026 Lexington Pride Festival or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach an agreement with the applicable authorities on any issue related to the 2026 Lexington Pride Festival; or (iv) acts of God or any other cause beyond Organization's reasonable control, e.g. war, fire, strike, change of law or regulation, or public catastrophe. If the 2026 Lexington Pride Festival is cancelled, Government shall be entitled to a full refund of amounts paid to Organization pursuant to this Agreement.

6. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on

the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement. Organization further understands and agrees that the Government, as an urban county government created pursuant to KRS Chapter 67A, is unable to indemnify, save or hold harmless any other entity or private individual.

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

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities.

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

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and

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

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

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

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

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

For Organization:

\_\_\_Lexington Pride Center\_\_\_

\_\_\_389 Waller Ave STE 100\_\_\_

\_\_ Lexington, KY 40504 \_\_

Attn: \_\_ Jason Schubert, Board President \_\_\_\_\_

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

[Signature page follows]

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

LEXINGTON PRIDE CENTER

BY: \_\_\_\_\_  
Linda Gorton, Mayor

BY: Jason Schubert  
Title: Jason Schubert, Board President

ATTEST:

\_\_\_\_\_  
Clerk of the Urban  
County Council

4896-5764-0849, v. 1

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON PRIDE CENTER TO SUPPORT THE ANNUAL LGBTQ FESTIVAL, AT A COST NOT TO EXCEED \$10,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Lexington Pride Center, to support the annual LGBTQ Festival, at a cost not to exceed \$10,000.00.

Section 2 – That an amount, not to exceed the sum of \$10,000.00, be and hereby is approved for payment to Lexington Pride Center, from account # 1101-133003-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0227-26:GET:4930-6421-8008, v. 1



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

**File Number: 0228-26**

**File ID:** 0228-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Parks and Recreation

**File Created:** 03/10/2026

**File Name:** KAEE Host Site Agreement

**Final Action:**

**Title:** Authorization to execute contract agreement between McConnell Springs Park and the Kentucky Association for Environmental Education (KAEE). KAEE is providing funds for LFUCG to hire an intern at McConnell Springs for the period of May 2026 to September 2026. No budgetary impact. (L0228-26)(Conrad/Ford)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue Sheet Memo\_KAEE\_McConnellSprings 2026 - updated - signed, KAEE Host Site Agreement.docx 4927-8055-2854 v.1

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Roger Daman

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0228-26

#### Title

Authorization to execute contract agreement between McConnell Springs Park and the Kentucky Association for Environmental Education (KAEE). KAEE is providing funds for LFUCG to hire an intern at McConnell Springs for the period of May 2026 to September 2026. No budgetary impact. (L0228-26)(Conrad/Ford)

#### Summary

Authorization to execute contract agreement between McConnell Springs Park and the Kentucky Association for Environmental Education (KAEE). KAEE is providing funds for LFUCG to hire an intern at McConnell Springs for the period of May 2026 to September 2026. No budgetary impact. (L0228-26)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes, Completed by Ella Helmuth, 3/10/2026

**Risk Management:** No

Fully Budgeted [select]: N/A Intern will be paid by KAEE as their employee

Account Number: N/A

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

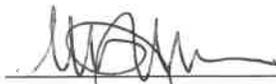
Budget Reference:

Current Balance:



**MEMORANDUM**

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

**FROM:**   
Monica Conrad, Director  
Parks and Recreation

**RE:** McConnell Springs/KY Association for Environmental Education Host Site Agreement

**DATE:** March 18, 2026

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Request

This is a request for Council approval of the contract agreement between McConnell Springs Park and the Kentucky Association for Environmental Education. The term of this agreement shall continue through August 31, 2026, unless terminated by either party with thirty (30) days written notice.

Why are you requesting?

Department needs this action completed because:

The contract agreement is to fund the hiring of a person to fill a workforce development internship position at McConnell Springs.

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

The cost for this FY is: \$0

The cost for future FY is: \$0

Are the funds budgeted? n/a

The funds are being provided through KAEE to pay an intern to work at McConnell Springs from May through September of 2026.

Account numbers: n/a

File Number: 0228-26

Director/Commissioner: Conrad/Ford





# Workforce Development Internship Program

## *Host Site Agreement*

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## Introduction and Purpose

This Host Site Agreement (“Agreement”) is entered into by and between the **Kentucky Association for Environmental Education (KAEE)** and the host site listed below under Site Information (“Host Site”) for participation in the **Workforce Development Internship Program** (“Program”), funded by the United States Forest Service. This Agreement is in effect for the period of May through September, 2026.

## Site Information

Site Name			
Site Address			
CEO Name and Email			
Site Supervisor Name, Title, and Email			

## KAEE Program Staff and Communication

Ashley Hoffman

Program Director and Executive Director

Kentucky Association for Environmental Education

[director@kaee.org](mailto:director@kaee.org)

270-214-0587

## Program Information

### Project Purpose

A major focus of this program is to connect talented students with hands-on experience in environmental and natural resource-related careers. The Program aims to increase access to environmental and natural resource-related career pathways by providing paid internships. As a host site, you’ll provide a valuable work environment for an intern, helping them gain the skills and knowledge needed for future employment.

The purpose of this Agreement is to outline the terms and responsibilities under which the Host Site will provide a supervised, educational, and inclusive work experience for high school graduates or college students from disadvantaged communities.

## Duties and Responsibilities

### KAEE Responsibilities

KAEE agrees to:

#### a. Intern Recruitment and Selection

- Advertise the internship opportunities and conduct an open, equitable selection process.
- Select and place interns based on their qualifications, interests, and alignment with the Host Site's needs.

#### b. Compensation and Administration

- Serve as the employer of record and pay all interns directly at a rate of **\$15 per hour** (or higher, as applicable).
- Handle payroll, tax withholding, and compliance with employment laws.
- Cover intern wages through program funding (estimated at \$40,000 per year across participating sites).
- KAEE will serve as the employer of record and pay all interns as **temporary W-2 employees** of KAEE.
- KAEE will be responsible for payroll administration, including tax withholding, FICA contributions, and workers' compensation coverage.
- KAEE will ensure compliance with all applicable wage and hour, tax, and employment laws.

#### c. Insurance and Liability

- KAEE will maintain general liability and workers' compensation insurance covering all interns as W-2 employees of KAEE.
- The Host Site shall maintain its own general liability insurance to cover operations and any activities within its control.
- KAEE assumes no liability for actions or omissions of Host Site employees, contractors, or volunteers.
- The Host Site agrees to provide a safe workplace and to report any incidents involving interns immediately to KAEE.

#### d. Program Support and Oversight

- Provide orientation and onboarding for both interns and Host Site supervisors.
- Maintain regular communication with Host Sites and interns throughout the placement.
- Conduct periodic check-ins to monitor intern progress and ensure program quality.

- Offer assistance with conflict resolution or performance management as needed.

#### **e. Evaluation and Reporting**

- Collect progress reports and evaluations from Host Sites.
- Aggregate outcomes and lessons learned to inform future program improvements.

#### **Disciplining and Dismissing an Intern**

The Host Site acknowledges that the decision to dismiss an Intern who is not performing satisfactorily is also a joint process with KAEE. Site Supervisors must clearly document any complaints they have about an Intern and alert the KAEE Program Director as soon as issues arise, following a complaint about an Intern. Except in cases of egregious misconduct that would harm the effectiveness of the Program or Host Site, and would thus warrant immediate dismissal, the Host Site must demonstrate that efforts have been made to remedy the situation using the Performance Improvement Plan provided by KAEE. Site Supervisors may seek assistance from the Program Director in disciplining the Intern and attempting to address issues to redirect negative behaviors into positive behaviors. If the Intern continues to perform unsatisfactorily, the Site Supervisor may recommend that the Program Director release the Intern from the Program for cause. Sites understand that, while the decision to release an Intern early will certainly be made in consultation with the Host Site, ultimately it is the Program Director's responsibility to perform the release. Sites also understand that the Program Director retains the right to refuse to release an Intern early without sufficient documentation of grievances and steps taken to address said grievances.

### **Host Site Responsibilities**

The Host Site agrees to:

#### **a. Provide a Meaningful Internship Experience**

- Offer a well-defined position that supports the Host Site's mission and contributes to the intern's understanding of forestry, conservation, sustainability, or related natural resource fields.
- Maintain a safe, inclusive, and professional work environment in accordance with applicable employment and safety laws.

#### **b. Supervision and Mentorship**

- Designate a qualified Intern Supervisor who will serve as the intern's primary point of contact.
- Provide orientation, weekly supervision, and ongoing mentorship to ensure a productive and supportive experience.
- Facilitate opportunities for skill development, networking, and professional growth.

### c. Work Schedule

- Coordinate with KAEE and the intern to establish an appropriate work schedule.
- Maintain accurate records of attendance and communicate promptly with KAEE about any changes in schedule or performance issues.

### d. Reporting and Communication

- Submit monthly progress updates and final evaluations using KAEE-provided templates.
- Communicate immediately with KAEE regarding any incidents, safety concerns, or issues that may affect the intern's well-being or performance.

### e. Compliance

- Comply with all applicable federal, state, and local laws and regulations, including those related to nondiscrimination, workplace safety, and youth employment.

### f. Recruitment

- Responsibility for recruiting a capable member will be shared by KAEE and the Host Site. Since Host Sites are most familiar with their own needs, sites will be able to select the applicant they feel will best meet those needs as long as that person meets the requirements of the program, but KAEE retains the right to veto a site's decision if they have serious concerns about an applicant's ability to meet programmatic expectations.

### g. Safety

- Make every reasonable effort to ensure that the health and safety of the Intern is protected during the performance of their assigned duties. Sites agree to train Interns in safety procedures utilized by the site. If this protocol is in writing, then the site should also provide a written copy for use by the Intern. Sites will need to think about what types of safety issues may be present and work with the Intern to make certain that all safety precautions are taken. Site Supervisors shall initiate immediate corrective action where unsafe conditions or practices are found.
- All accidents should be reported immediately to the site supervisor, who, in turn, shall report the incident to the KAEE Program Director. The site supervisor must complete an accident report form within 24 hours of the incident.

### h. Mileage

- Reimburse the Intern for mileage at a minimum of the [Kentucky State Mileage Reimbursement Rate](#) if driving the Intern's personal vehicle is mandatory to the internship position.
- Do not allow the Intern(s) to utilize the Intern's own personal vehicle to transport clients or employees.

### **i. Evaluation and Reporting**

- Complete all reporting and evaluation requirements as requested by the KAEE Program Director to support the success of your placement and the overall program.

## **Insurance and Liability**

The Host Site shall maintain general liability and workers' compensation insurance as required by law; KAEE assumes no liability for actions, omissions, or accidents involving the Host Site or its employees. Interns will be covered under KAEE's general liability and workers' compensation policies as employees of KAEE.

## **Nondiscrimination**

Both KAEE and the Host Site agree to comply with all applicable federal and state nondiscrimination laws. No intern shall be subjected to discrimination or harassment based on race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or any other protected category.

## **Reasonable Accommodation**

Programs and activities must be accessible to persons with disabilities, and the host site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified Interns, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

## **Drug Free Workplace**

The Host Site will comply with all requirements of the Drug-Free Workplace Act and the implementing regulations at 34 CFR, Part 1229.

## **Termination**

Either party may terminate this Agreement with thirty (30) days' written notice. KAEE may terminate immediately if the Host Site fails to provide a safe or appropriate work environment or otherwise breaches this Agreement.

## **Entire Agreement**

This Agreement constitutes the entire understanding between KAEE and the Host Site regarding participation in the Green Jobs Internship Program and supersedes any prior oral or written communications.

Term

The term of this Agreement shall commence on March 1, 2026, and shall continue through August 31, 2026, unless terminated earlier in accordance with Section 9.

**Signatures**

ACKNOWLEDGEMENT: I have read the foregoing and acknowledge that I understand the procedure and accept its terms and conditions as part of my association with KAEE as evidenced by my signature herein below.

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Host Site Partner CEO or Authorized Signer Date

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Site Supervisor Date

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KAEE Executive Director Date  
4927-8055-2854, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0229-26**

**File ID:** 0229-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Social Services

**File Created:** 03/11/2026

**File Name:** FCPS MOA 1st renewal for Day Treatment Services

**Final Action:**

**Title:** Authorization to execute first renewal of the Memorandum of Agreement with Fayette Public County Schools for the continuation of Day Treatment Services at the Audrey Grievous Center. The term is for July 1, 2026 and June 30, 2028 at a cost of \$300,000 per year. Funds are requested in the FY27 budget. (L0229-26)(Maynard/Allen-Bryant)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 0229-26 Bluesheet Memo - FCPS MOA Renewal 1, FCPS MOA 1st renewal for Day Treatment Services

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0229-26

#### Title

Authorization to execute first renewal of the Memorandum of Agreement with Fayette Public County Schools for the continuation of Day Treatment Services at the Audrey Grievous Center. The term is for July 1, 2026 and June 30, 2028 at a cost of \$300,000 per year. Funds are requested in the FY27 budget. (L0229-26)(Maynard/Allen-Bryant)

#### Summary

Authorization to execute first renewal of the Memorandum of Agreement with Fayette Public County Schools for the continuation of Day Treatment Services at the Audrey Grievous Center. The term is for July 1, 2026 and June 30, 2028 at a cost of \$300,000 per year. Funds are requested in the FY27 budget. (L0229-26)(Maynard/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Ella Hellmuth 3/10/26

Fully Budgeted: requested in FY 2027 budget

Account Number: In FY27 budget: 1101-606101-6001-71299

This Fiscal Year Impact:       \$300,000

Annual Impact:       \$300,000

Project:

Activity:

Budget Reference:

Current Balance: requested in FY 27 budget



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** March 12, 2026

**SUBJECT:** First Renewal of the Memorandum of Agreement between Fayette County Public Schools (FCPS) and Lexington-Fayette Urban County Government

**Request:**

Request Council Authorization for the Mayor to execute the first renewal of the Memorandum of Agreement between Fayette County Public Schools and Lexington-Fayette Urban County Government, for the continuation of Day Treatment Services at the Audrey Grevious Center.

**Why are you requesting?**

FCPS will continue, with the concurrence of LFUCG, to maintain responsibility for the provision of Day Treatment Program services under KRS Chapter 605 pursuant to the terms of a proposed agreement with the Kentucky Department of Juvenile Justice (DJJ). LFUCG has cooperated fully in the transition of the Day Treatment Program at the Audrey Grevious Center to FCPS, in order to provide for continuity of services. FCPS shall continue to manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center.

The initial term was for 2 years, beginning July 1, 2024, and ending on June 30, 2026. This renewal will be for 2 additional years, July 1, 2026 to June 30, 2028, subject to sufficient funding being appropriated in future fiscal years, with the same right to termination upon sixty days written notice.

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

\$300,000 per fiscal year for Fiscal Years 2027 and 2028, subject upon sufficient funding being appropriated.

**Are the funds budgeted?**

Will be included in the FY27 Budget in 1101-606101-6001-71299.

**File Number:** 0229-26

**Director/Commissioner:** Theresa Maynard / Kacy Allen-Bryant



**FIRST RENEWAL OF THE  
MEMORANDUM OF AGREEMENT**

**THIS FIRST RENEWAL OF THE MEMORANDUM OF AGREEMENT** (the "First Renewal"), dated as of July 1, 2026, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and between **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as "FCPS").

**RECITALS**

**WHEREAS**, LFUCG entered into a Memorandum of Agreement ("MOA") with FCPS, authorized pursuant to Resolution #335-2024, for the transition of day treatment program services and the continued operation of a day treatment center by FCPS at the Audrey Grevious Center; and

**WHEREAS**, the parties desire to renew the MOA to authorize an extension of term and to provide an allocation of funding for continuing services provided pursuant to the MOA in FY 2027 and FY 2028, subject to sufficient funds being appropriated in future fiscal years; and

**WHEREAS**, the Parties hereby agree to extend the above-referenced MOA in accordance with the terms and conditions of this First Renewal.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to renew the MOA on the following terms and conditions:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as a part of this First Renewal.
2. **Extension of Term (FY27-FY28).** The Parties agree to modify Section 4 of the Memorandum of Agreement (MOA) to extend the contract by two (2) additional fiscal years, subject to sufficient funding being appropriated in future fiscal years, or until such time as the MOA is terminated pursuant to its terms.
3. **Allocation of Funding (FY27-FY28).** The parties agree under Section 3 of the Memorandum of Agreement (MOA) that LFUCG will allocate an amount not to exceed Three Hundred Thousand Dollars (\$300,000) for each fiscal year of the extended term, on the condition that FCPS shall continue to appropriate and dedicate such funding to expenses necessary for the operation of the Day Treatment Program at the Audrey Grevious Center.

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

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

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**Fayette County Public Schools**



  
\_\_\_\_\_  
Dr. Bill Bradford  
FCPS Assistant Superintendent



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**Exhibit 1**  
**Memorandum of Agreement**

4910-1301-9008, v. 1

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## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** is made and entered into as of the   1st   day of   July  , 2026 (the “Effective Date”) by and between **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as “FCPS”) and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (hereinafter referred to as “LFUCG”), collectively referred to as the “Parties.”

### **RECITALS**

**WHEREAS**, KRS 605.093 provides that the Kentucky Department of Juvenile Justice (“DJJ”) shall provide a day treatment program accessible to every school district in each judicial region of the state, and that day treatment programs shall combine academic and therapeutic services; and

**WHEREAS**, under the authority of KRS Chapter 605, DJJ has previously contracted with LFUCG to establish an agreement for a Day Treatment Program at the Audrey Grevious Center in Lexington-Fayette County (the “DJJ/LFUCG MOA”), and DJJ has previously contracted with FCPS to establish an agreement to provide educational services for youth committed to, or in the custody of, DJJ, in conjunction with the Day Treatment Program (the “DJJ/FCPS Interagency Agreement”); and

**WHEREAS**, LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at the Audrey Grevious Center, pursuant to the aforementioned agreements, which agreement shall hereinafter be referred to as the “LFUCG/FCPS MOA,” and under the LFUCG/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services; and

**WHEREAS**, the parties are in agreement that the Day Treatment Program at the Audrey Grevious Center is, fundamentally, an educational program with a therapeutic component, and further agree that the educational services provided to state agency children by FCPS as part of the Day Treatment Program effectively renders the Day Treatment Program at the Audrey Grevious Center to be a school program governed by KRS Chapter 158 and under Kentucky Educational Collaborative for State Agency Children (KECSAC) requirements, including but not limited to 505 KAR 1:080, and other applicable laws; and

**WHEREAS**, FCPS has proposed to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, specifically including but not limited to FCPS management over all interagency agreements and FCPS management of both the educational and therapeutic components of the Day Treatment Program, with an eye toward better aligning the Day Treatment Program at the Audrey Grevious Center with the requirements of the Kentucky Revised Statutes and Kentucky Administrative Regulations related to operation of public schools; and

**WHEREAS, LFUCG** recognizes the substantial public purpose inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center and has agreed to partner with FCPS by undertaking certain obligations as set forth herein.

**NOW, THEREFORE,** in consideration of the premises and the mutually agreed upon promises, conditions, and covenants hereinafter set forth, FCPS and LFUCG hereby covenant and agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are incorporated herein as if fully set forth.

(2) **UNDERTAKINGS AND CONTRIBUTIONS OF FCPS.** FCPS hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Grevious Center:

(a) FCPS shall enter into and manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, which includes but is not limited to: (1) an agreement between DJJ and FCPS to provide day treatment services in Fayette County; (2) an agreement between KECSAC and FCPS related to educational services provided by the Day Treatment Program; (3) a lease agreement between FCPS and LFUCG, leasing the Audrey Grevious Center to FCPS in consideration of the day treatment services provided by FCPS.

(b) FCPS shall, at its expense, with exceptions contained herein, assume responsibility for the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, which shall encompass not only the undertaking of all necessary inter-agency agreements for the provision of day treatment services in Lexington-Fayette County pursuant to KRS Chapter 605, but shall also include all day-to-day supervision of the Day Treatment Program at the Audrey Grevious Center. FCPS management, supervision, and control shall extend to, but is not limited to, such matters as staffing, administrative oversight, the provision of educational services, therapeutic services, medical services, security personnel, student intake, discipline of students, the assessment and provision of student needs and access to support services, educational and instructional matters, parent involvement, communications, statutory and regulatory compliance, provision of legal counsel, and other related matters. Except to the extent necessary in order to fulfill the undertakings set forth herein or as otherwise provided herein, LFUCG shall have no control over, responsibility for, or liability for the day-to-day operation, management, supervision or control over the Day Treatment Program.

(3) **UNDERTAKINGS AND CONTRIBUTIONS OF LFUCG.** LFUCG hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Grevious Center by FCPS:

(a) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, and

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commensurate with the undertakings of FCPS in the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, LFUCG shall lease the Audrey Grevious Center to FCPS, for the purpose of continuing to house the operations of Day Treatment Program undertaken by FCPS, which lease agreement is attached hereto and incorporated herein by reference. As part of the lease agreement, LFUCG retains responsibility for providing custodial services (to be provided by one (1) custodian who shall be employed by LFUCG and stationed at the Audrey Grevious Center) and building maintenance services at the Audrey Grevious Center.

(b) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall employ four (4) full-time program aides, one (1) part-time program aide, and one (1) transportation coordinator, for the purpose of providing morning and afternoon transportation of students to and from the Audrey Grevious Center for the purposes of day treatment services provided by FCPS and providing classroom supports between transportation routes. Transportation services shall be provided using LFUCG vehicles and equipment. Program aides and the transportation coordinator shall act at the direction of and report to FCPS personnel in the provision of these transportation services and other school duties on a day-to-day basis. Notwithstanding that these aides and the custodian are employed by LFUCG, LFUCG shall require these employees to follow the FCPS Employee Code of Conduct. LFUCG shall retain all authority to discipline these employees in accordance with KRS Chapter 67A, the LFUCG Code of Ordinances, and the LFUCG Uniform Disciplinary Code, as appropriate, but LFUCG shall work in collaboration with FCPS in any disciplinary matters involving these aides. Further, any and all LFUCG employees who are working in or around Audrey Grevious students must undergo all background checks required by FCPS; FCPS shall provide LFUCG with all information necessary to conduct appropriate background checks and all FCPS criteria regarding those backgrounds. LFUCG shall bear the cost of background checks for its employees assigned to the Audrey Grevious Center.

(c) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement, in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall contribute funding to FCPS, pursuant to the terms and conditions of this agreement, in an amount not to exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** each fiscal year, for the term of this agreement, on the condition that FCPS appropriate and dedicate such funding to expenses necessary for the operation of the Day Treatment Program at the Audrey Grevious Center.

(4) **TERM.** This Memorandum of Agreement shall continue in full force and effect for two (2) fiscal years, subject to sufficient funding being appropriated in future fiscal years, or until such time as this MOA is terminated pursuant to Section (6) of this MOA.

(5) **TRANSITION OF DAY TREATMENT SERVICES; CONTINUITY OF SERVICES.** FCPS intends, with the concurrence of LFUCG, to pursue responsibility for the provision of Day Treatment Program services under KRS Chapter 605 pursuant to the terms of a

proposed agreement with the Kentucky Department of Juvenile Justice (DJJ). In the event that DJJ's continuing obligation to provide for day treatment services under KRS Chapter 605 for Lexington-Fayette County were to be fulfilled by a subsequent MOA between FCPS and DJJ, LFUCG shall cooperate fully in the transition of the Day Treatment Program at the Audrey Grevious Center to FCPS, in order to provide for continuity of services.

(6) **TERMINATION.** FCPS and LFUCG each retain the right to terminate this MOA or the related LFUCG/FCPS MOA, relating to the Day Treatment Program at the Audrey Grevious Center, with or without cause, upon sixty (60) days written advance notice to the other party by registered or certified mail. Provided, however, that this MOA shall terminate automatically upon the execution of a subsequent MOA mutually agreed to by the parties.

(7) **INDEMNIFICATION AND HOLD HARMLESS.** It is understood and agreed by the Parties that FCPS hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with the day treatment services provided in connection with this Memorandum of Agreement and/or the provision of services and the performance or failure to perform any work required thereby. To the extent permitted by law, FCPS shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from FCPS's operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center and/or the provision of goods or services by FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

It is further understood and agreed by the Parties that LFUCG hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of LFUCG, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein. To the extent permitted by law, LFUCG assumes a reciprocal obligation to indemnify, save, hold harmless, or defend FCPS and its officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from the undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment

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services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein.

These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement.

(8) **DEFAULT.** No party shall be in default under this MOA unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice.

(9) **BINDING EFFECT.** This MOA shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this MOA without the written consent of the other party.

(10) **NON-WAIVER.** The failure or delay on the part of FCPS or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(11) **ENTIRE AGREEMENT.** With the sole exception of the lease agreement between LFUCG and FCPS for the Audrey Grevious Center that is contemplated under numbered paragraph (3)(a), this MOA constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. There are no promises, terms, conditions, or obligations other than those contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the Parties hereto or signed by the duly authorized representatives of said Parties.

(12) **AMENDMENTS.** This MOA may only be amended by a written agreement of all the parties hereto. No revision of this MOA shall be valid unless made in writing and signed by an authorized officer of FCPS and an authorized signatory on behalf of LFUCG.

(13) **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOA.

(14) **NO THIRD PARTY RIGHTS.** Nothing in this MOA, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this MOA is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this MOA.

(15) This MOA may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a “.pdf” format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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(16) The execution, delivery and performance of this MOA and any related agreements have been duly authorized by all necessary parties, and this MOA is enforceable in accordance with its terms. FCPS and LFUCG have full power and authority to enter into this MOA, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby.

**IN WITNESS WHEREOF**, the parties by their authorized representative have executed this Memorandum of Agreement as of the Effective Date.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of the Urban County Council



RESOLUTION NO. 335 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE TRANSITION OF DAY TREATMENT PROGRAM SERVICES AND THE CONTINUED OPERATION OF A DAY TREATMENT PROGRAM BY FAYETTE COUNTY PUBLIC SCHOOLS AT THE AUDREY GREVIOUS CENTER, AT A COST NOT TO EXCEED \$300,000.00 IN FY2025, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

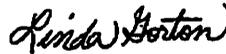
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the transition of day treatment program services and the continued operation of a day treatment program at the Audrey Grevious Center, at a cost not to exceed \$300,000.00 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Memorandum of Agreement.

Section 2 – That an amount, not to exceed the sum of \$300,000.00 in FY2025, be and hereby is approved for payment to Fayette County Public Schools, from account # 1101 – 606101 – 71299, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024



MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
0656-24/SocialSrvs/MISC/4857-4143-4826, v. 1

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of the 21 day of October, 2024 (the "Effective Date") by and between FAYETTE COUNTY PUBLIC SCHOOLS, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as "FCPS") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (hereinafter referred to as "LFUCG"), collectively referred to as the "Parties."

### RECITALS

WHEREAS, KRS 605.093 provides that the Kentucky Department of Juvenile Justice ("DJJ") shall provide a day treatment program accessible to every school district in each judicial region of the state, and that day treatment programs shall combine academic and therapeutic services; and

WHEREAS, under the authority of KRS Chapter 605, DJJ has previously contracted with LFUCG to establish an agreement for a Day Treatment Program at the Audrey Greivous Center in Lexington-Fayette County (the "DJJ/LFUCG MOA"), and DJJ has previously contracted with FCPS to establish an agreement to provide educational services for youth committed to, or in the custody of, DJJ, in conjunction with the Day Treatment Program (the "DJJ/FCPS Interagency Agreement"); and

WHEREAS, LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at the Audrey Greivous Center, pursuant to the aforementioned agreements, which agreement shall hereinafter be referred to as the "LFUCG/FCPS MOA," and under the LFUCG/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services; and

WHEREAS, the parties are in agreement that the Day Treatment Program at the Audrey Greivous Center is, fundamentally, an educational program with a therapeutic component, and further agree that the educational services provided to state agency children by FCPS as part of the Day Treatment Program effectively renders the Day Treatment Program at the Audrey Greivous Center to be a school program governed by KRS Chapter 158 and under Kentucky Educational Collaborative for State Agency Children (KECSAC) requirements, including but not limited to 505 KAR 1:080, and other applicable laws; and

WHEREAS, FCPS has proposed to operate, manage, supervise, and control the Day Treatment Program at the Audrey Greivous Center, specifically including but not limited to FCPS management over all interagency agreements and FCPS management of both the educational and therapeutic components of the Day Treatment Program, with an eye toward better aligning the Day Treatment Program at the Audrey Greivous Center with the requirements of the Kentucky Revised Statutes and Kentucky Administrative Regulations related to operation of public schools; and

**WHEREAS**, LFUCG recognizes the substantial public purpose inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Greivous Center and has agreed to partner with FCPS by undertaking certain obligations as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutually agreed upon promises, conditions, and covenants hereinafter set forth, FCPS and LFUCG hereby covenant and agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are incorporated herein as if fully set forth.

(2) **UNDERTAKINGS AND CONTRIBUTIONS OF FCPS.** FCPS hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Greivous Center:

(a) FCPS shall enter into and manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Greivous Center, which includes but is not limited to: (1) an agreement between DJJ and FCPS to provide day treatment services in Fayette County; (2) an agreement between KECSAC and FCPS related to educational services provided by the Day Treatment Program; (3) a lease agreement between FCPS and LFUCG, leasing the Audrey Greivous Center to FCPS in consideration of the day treatment services provided by FCPS.

(b) FCPS shall, at its expense, with exceptions contained herein, assume responsibility for the operation, management, supervision, and control over the Day Treatment Program at the Audrey Greivous Center, which shall encompass not only the undertaking of all necessary inter-agency agreements for the provision of day treatment services in Lexington-Fayette County pursuant to KRS Chapter 605, but shall also include all day-to-day supervision of the Day Treatment Program at the Audrey Greivous Center. FCPS management, supervision, and control shall extend to, but is not limited to, such matters as staffing, administrative oversight, the provision of educational services, therapeutic services, medical services, security personnel, student intake, discipline of students, the assessment and provision of student needs and access to support services, educational and instructional matters, parent involvement, communications, statutory and regulatory compliance, provision of legal counsel, and other related matters. Except to the extent necessary in order to fulfill the undertakings set forth herein or as otherwise provided herein, LFUCG shall have no control over, responsibility for, or liability for the day-to-day operation, management, supervision or control over the Day Treatment Program.

(3) **UNDERTAKINGS AND CONTRIBUTIONS OF LFUCG.** LFUCG hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Greivous Center by FCPS:

(a) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Greivous Center, and

commensurate with the undertakings of FCPS in the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, LFUCG shall lease the Audrey Grevious Center to FCPS, for the purpose of continuing to house the operations of Day Treatment Program undertaken by FCPS, which lease agreement is attached hereto and incorporated herein by reference. As part of the lease agreement, LFUCG retains responsibility for providing custodial services (to be provided by one (1) custodian who shall be employed by LFUCG and stationed at the Audrey Grevious Center) and building maintenance services at the Audrey Grevious Center.

(b) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall employ four (4) full-time program aides, one (1) part-time program aide, and one (1) transportation coordinator, for the purpose of providing morning and afternoon transportation of students to and from the Audrey Grevious Center for the purposes of day treatment services provided by FCPS and providing classroom supports between transportation routes. Transportation services shall be provided using LFUCG vehicles and equipment. Program aides and the transportation coordinator shall act at the direction of and report to FCPS personnel in the provision of these transportation services and other school duties on a day-to-day basis. Notwithstanding that these aides and the custodian are employed by LFUCG, LFUCG shall require these employees to follow the FCPS Employee Code of Conduct. LFUCG shall retain all authority to discipline these employees in accordance with KRS Chapter 67A, the LFUCG Code of Ordinances, and the LFUCG Uniform Disciplinary Code, as appropriate, but LFUCG shall work in collaboration with FCPS in any disciplinary matters involving these aides. Further, any and all LFUCG employees who are working in or around Audrey Grevious students must undergo all background checks required by FCPS; FCPS shall provide LFUCG with all information necessary to conduct appropriate background checks and all FCPS criteria regarding those backgrounds. LFUCG shall bear the cost of background checks for its employees assigned to the Audrey Grevious Center.

(c) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement, in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall contribute funding to FCPS, pursuant to the terms and conditions of this agreement, in an amount not to exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** each fiscal year, for the term of this agreement, on the condition that FCPS appropriate and dedicate such funding to expenses necessary for the operation of the Day Treatment Program at the Audrey Grevious Center.

(4) **TERM.** This Memorandum of Agreement shall continue in full force and effect for two (2) fiscal years, subject to sufficient funding being appropriated in future fiscal years, or until such time as this MOA is terminated pursuant to Section (6) of this MOA.

(5) **TRANSITION OF DAY TREATMENT SERVICES: CONTINUITY OF SERVICES.** FCPS intends, with the concurrence of LFUCG, to pursue responsibility for the provision of Day Treatment Program services under KRS Chapter 605 pursuant to the terms of a

proposed agreement with the Kentucky Department of Juvenile Justice (DJJ). In the event that DJJ's continuing obligation to provide for day treatment services under KRS Chapter 605 for Lexington-Fayette County were to be fulfilled by a subsequent MOA between FCPS and DJJ, LFUCG shall cooperate fully in the transition of the Day Treatment Program at the Audrey Greivous Center to FCPS, in order to provide for continuity of services.

(6) **TERMINATION.** FCPS and LFUCG each retain the right to terminate this MOA or the related LFUCG/FCPS MOA, relating to the Day Treatment Program at the Audrey Greivous Center, with or without cause, upon sixty (60) days written advance notice to the other party by registered or certified mail. Provided, however, that this MOA shall terminate automatically upon the execution of a subsequent MOA mutually agreed to by the parties.

(7) **INDEMNIFICATION AND HOLD HARMLESS.** It is understood and agreed by the Parties that FCPS hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with the day treatment services provided in connection with this Memorandum of Agreement and/or the provision of services and the performance or failure to perform any work required thereby. To the extent permitted by law, FCPS shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from FCPS's operation, management, supervision, and control over the Day Treatment Program at the Audrey Greivous Center and/or the provision of goods or services by FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

It is further understood and agreed by the Parties that LFUCG hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of LFUCG, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein. To the extent permitted by law, LFUCG assumes a reciprocal obligation to indemnify, save, hold harmless, or defend FCPS and its officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from the undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment

services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein.

These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement.

(8) **DEFAULT.** No party shall be in default under this MOA unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice.

(9) **BINDING EFFECT.** This MOA shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this MOA without the written consent of the other party.

(10) **NON-WAIVER.** The failure or delay on the part of FCPS or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(11) **ENTIRE AGREEMENT.** With the sole exception of the lease agreement between LFUCG and FCPS for the Audrey Grevious Center that is contemplated under numbered paragraph (3)(a), this MOA constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. There are no promises, terms, conditions, or obligations other than those contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the Parties hereto or signed by the duly authorized representatives of said Parties.

(12) **AMENDMENTS.** This MOA may only be amended by a written agreement of all the parties hereto. No revision of this MOA shall be valid unless made in writing and signed by an authorized officer of FCPS and an authorized signatory on behalf of LFUCG.

(13) **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOA.

(14) **NO THIRD PARTY RIGHTS.** Nothing in this MOA, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this MOA is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this MOA.

(15) This MOA may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(16) The execution, delivery and performance of this MOA and any related agreements have been duly authorized by all necessary parties, and this MOA is enforceable in accordance with its terms. FCPS and LFUCG have full power and authority to enter into this MOA, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Memorandum of Agreement as of the Effective Date.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
Linda Gorton, Mayor

ATTEST:

*Martenzu Stock*  
Deputy  
Clerk of the Urban County Council

**FAYETTE COUNTY PUBLIC SCHOOLS**

BY: [Signature]

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

Title: Superintendent

*OPC  
2/2/11*

**ACKNOWLEDGMENT**

STATE OF )  
                  )  
COUNTY OF FAYETTE )

On the \_\_\_\_ day of \_\_\_\_\_, 202\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the authorized representative of **FAYETTE COUNTY PUBLIC SCHOOLS**, and as such was authorized to execute this Memorandum of Agreement.

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

\_\_\_\_\_  
NOTARY PUBLIC



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0230-26**

**File ID:** 0230-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Social Services

**File Created:** 03/11/2026

**File Name:** FCPS Lease 1st renewal - Audrey Grievous Center

**Final Action:**

**Title:** Authorization to execute the first renewal of the lease agreement with Fayette County Public Schools for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grievous Center for the period of July 1, 2026 and June 30, 2028. Yearly rental revenue is \$1. (L0230-26)(Maynard/Allen-Bryant)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 0230-26 Bluesheet Memo - FCPS Lease at AGC renewal, FCPS Lease 1st renewal - AGC

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0230-26

**Title**

Authorization to execute the first renewal of the lease agreement with Fayette County Public Schools for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grievous Center for the period of July 1, 2026 and June 30, 2028. Yearly rental revenue is \$1. (L0230-26)(Maynard/Allen-Bryant)

**Summary**

Authorization to execute the first renewal of the lease agreement with Fayette County Public Schools for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grievous Center for the period of July 1, 2026 and June 30, 2028. Yearly rental revenue is \$1. (L0230-26)(Maynard/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Ella Hellmuth 3/10/26

Fully Budgeted: Not budgeted

Account Number: 1101-606503-6521-42181

This Fiscal Year Impact: Rental Income of \$1

Annual Impact: Rental Income of \$1

Project:

Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** March 12, 2026

**SUBJECT:** First Renewal of Facility Lease Agreement at the Audrey Grievous Center  
with Fayette County Public Schools

**Request:**

Request Council Authorization for the Mayor execute the first renewal of the lease agreement with Fayette County Public Schools (FCPS) for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grievous Center.

**Why are you requesting?**

For the continued use of the premises exclusively for the operation of a day treatment program, by modifying Section 2 of the original lease agreement. This lease provides for the substantial public purposes by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grievous Center.

The initial term was for 2 years, beginning July 1, 2024, and ending on June 30, 2026. This renewal will be for 2 additional years, July 1, 2026 to June 30, 2028, with the same right to termination upon sixty days written notice.

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

Yearly annual rental revenue: \$1

**Are the funds budgeted?**

Not budgeted.

**File Number:** 0230-26

**Director/Commissioner:** Theresa Maynard / Kacy Allen-Bryant



**FIRST RENEWAL OF THE  
LEASE AGREEMENT**

**THIS FIRST RENEWAL OF THE LEASE AGREEMENT** (the "First Renewal"), dated as of July 1, 2026, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG" or "Landlord"), located at 200 East Main Street, Lexington, Kentucky 40507, and between **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as "FCPS" or "Tenant").

**RECITALS**

**WHEREAS**, LFUCG entered into a Lease Agreement with FCPS, authorized pursuant to Resolution # 0658-24, for the rental of **1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center.**

**WHEREAS**, the parties desire to renew the Lease Agreement to authorize an extension of term and to provide for the continued rental of the Audrey Grevious Center pursuant to the Lease Agreement in FY 2027 and FY 2028; and

**WHEREAS**, the Parties hereby agree to extend the above-referenced Lease Agreement in accordance with the terms and conditions of this First Renewal.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to renew the Lease Agreement on the following terms and conditions:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as a part of this First Renewal.
2. **Extension of Term (FY27-FY28).** The Parties agree to modify Section 2 of the Lease Agreement to extend the contract by two (2) additional fiscal years, unless earlier terminated pursuant to its terms.
3. **Effect.** All other provisions of the Lease Agreement, which is attached hereto as Exhibit 1 and incorporated herein as if fully stated, not inconsistent with the provisions of this First Renewal shall remain in full force and effect.

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

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**Fayette County Public Schools**

*LG*

*Bradford*

\_\_\_\_\_  
Dr. Bill Bradford  
FCPS Assistant Superintendent

*SPL  
CWS*

**LEASE AGREEMENT**

**THIS LEASE**, made and entered into this 1st day of July, 2026 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, having an address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG" or "Landlord") and **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, Kentucky 40511 (hereinafter referred to as "FCPS" or "Tenant").

**WITNESSETH:**

**Landlord** and **Tenant** desire to enter into this Lease Agreement, pursuant to which **Tenant** shall lease from **Landlord**, and **Landlord** shall lease to **Tenant**, certain real property and improvements, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

**1. LEASED PREMISES:**

**Landlord** hereby leases to **Tenant**, and **Tenant** hereby leases from **Landlord**, for the term stated herein, at the rental amount and upon all of the conditions set forth herein, the following Premises, together with the exclusive use of any common areas of the property, subject to provisions herein: **1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center** (hereinafter, "Premises").

**2. TERM:**

The term of this Lease shall be for a period of two (2) years, commencing on the 1st day of July 2024 ("Commencement Date"), and ending on the 30th day of June 2026, unless sooner terminated. Such termination shall not constitute a default under this Lease. **Landlord** shall deliver **Tenant** possession on the Commencement Date.

3. **RENT:**

In consideration of the public purposes presented by the continued use of the Premises exclusively for the operation of a day treatment program by Tenant, and in recognition of the substantial public purposes inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, Landlord hereby agrees to lease the Premises to Tenant, and Tenant shall pay to Landlord, the sum of **ONE DOLLAR (\$1.00) per year** for the two-year term of the Lease Agreement.

4. **OCCUPANCY:**

Tenant shall use and occupy the demised Premises for the following purposes and no others without Landlord's prior written consent:

**Operation of a Day Treatment Program by Tenant (FCPS)**

Tenant shall not use the Premises in any manner which constitutes a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises. Tenant shall not create, maintain, or permit any nuisance in the Premises, or permit any objectionable or offensive noise or odors to be emitted from the Premises. Tenant shall comply with any and all reasonable rules or regulations of Landlord governing the use and occupancy of the Premises, now or hereinafter established for the protection of the subject Premises.

5. **ALTERATIONS:**

Tenant shall make no alterations to the leased Premises, including painting, without the prior written consent of the Landlord, which may be withheld. All improvements by Tenant that

may be authorized by Landlord shall be (i) made in a workmanlike manner and utilizing good quality materials; (ii) performed by legal, licensed, and insured contractors naming Landlord as an additional insured on an active policy of general liability insurance in an amount of at least \$1,000,000, and a certificate of such policy is delivered to Landlord prior to commencing such work; (iii) performed in accordance with all applicable laws and building codes; and (iv) accurately depicted on plans to be provided to Landlord together with Tenant's request for Landlord's consent therefor, with any changes to such plans being first submitted to Landlord before performance thereof.

All alterations, decorations, installations, additions, or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless Landlord elects otherwise, become the property of the Landlord and remain upon the demised Premises as a part thereof at the end of the term or any extension thereof. Upon completion of any authorized improvements by Tenant, Tenant must provide copies of all required governmental approvals and permits and copies of full lien waivers from all contractors and materialmen who performed work on any and all improvements made to the demised Premises. In the event the Landlord shall elect otherwise, such alterations, additions or improvements as the Tenant may have made shall, to the extent directed by the Landlord, be removed by the Tenant and the Tenant shall restore the Premises to the original conditions prior to the expiration of the lease term and at the cost of the Tenant.

6. **MAINTENANCE AND REPAIR:**

Landlord shall generally retain responsibility for maintenance and repair of the Premises, including the subject building on the Premises. Provided, however, that Tenant shall take good care of the demised Premises (including the subject building), and any and all damages or injury

thereto caused by Tenant or agents, servants, employees, invitees, or licensees of Tenant, shall be restored promptly by Tenant at the cost of Tenant and to the satisfaction of Landlord. If Tenant shall fail to make such repair and restoration, within thirty (30) days after written notice provided by Landlord, such repair and restoration may be made by Landlord at the expense of Tenant. Intentional damage to the Premises shall entitle Landlord to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

7. **INSURANCE:**

Landlord shall maintain, at all times throughout the term of this lease, a policy of self-insurance and such excess policies of insurance as it deems appropriate for the protection of the demised Premises, and proof of appropriate insurance coverage may be inspected by Tenant upon request. Tenant shall maintain, at all times throughout the term of this lease, appropriate insurance coverage for Commercial General Liability, including Premises and Operations Liability, as well as fire insurance for its own contents, improvements and betterments, and Workers Compensation insurance, with liability limits in an amount not less than \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00. Proof of appropriate insurance coverage may be inspected by Landlord upon request. Tenant will comply with all laws and regulations which shall be applicable to the demised Premises for the use thereof and neither Tenant nor Landlord shall do or permit to be done any act or thing on the Premises which would invalidate any insurance policies covering the subject building or occupancy containing the demised Premises or which may otherwise result in property or casualty or Premises liability claims against appropriate insurance coverages respectively maintained by the parties hereto, and if Tenant uses the Premises in such manner, Landlord may require Tenant to discontinue such use.

**8. PROPERTY LOSS-DAMAGE-REIMBURSEMENT:**

All personal property kept on the Premises shall be kept at the sole risk and responsibility of **Tenant**. This shall include property of contractors or vendors engaged by **Tenant** to conduct approved improvement activities throughout the term of this Agreement. Except insofar as may be caused by the active negligence or willful misconduct of **Landlord**, its agents, employees, licensees, or invitees, **Landlord** shall not be liable for any damage to property of **Tenant**, or agents, employees, licensees, or invitees of **Tenant**, which is housed, stored, held, or placed on the Premises, nor for loss or damage to such property by theft or otherwise. **Landlord** shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised Premises or any other cause whatsoever unless due to the negligence of the **Landlord**; nor shall the **Landlord** be liable for any such damage caused by **Tenant**, its agents, employees, licensees, invitees, or other persons in its building.

**9. DESTRUCTION-FIRE OR OTHER CAUSE:**

If the demised Premises or the subject building containing the demised Premises shall be destroyed or damaged by fire or other casualty, within thirty (30) days of such damage, **Landlord** may, at its sole election, elect to make repairs or restore the Premises or may elect to terminate this lease as of the occurrence of such damage and have no further liability to **Tenant** by giving notice in writing of such termination, instead of making the necessary repairs. In the event of such damage, and if **Landlord** does not terminate the lease, **Landlord** shall restore the demised Premises or so much of the building containing said Premises as may be necessary for the use of the demised Premises within a reasonable period of time, unless said damage was caused by the acts or neglect of **Tenant** or agents, employees, licensees or invitees of **Tenant**, in which later

event **Landlord** shall be fully reimbursed by **Tenant**. If the Premises are damaged to such an extent that repairs or restoration cannot be completed within one hundred and twenty (120) days of the occurrence of the damage, either party shall have the right to terminate this Agreement by giving the other party such notice in writing within thirty (30) days from the date of the occurrence. Should the destruction or damage be of such extent that the Premises are entirely unrentable, this lease shall automatically terminate.

**10. TERMINATION:**

Either party may terminate this Lease Agreement at any time, without penalty, upon a ninety (90) day prior written notice to the other party. **Landlord** may perform ongoing evaluations to determine whether the Premises are being used by **Tenant** as stipulated in this Agreement. If **Tenant** does not utilize the Premises in accordance with the use specified in paragraph 4 (“Occupancy”), **Tenant** shall upon written notice from **Landlord** immediately vacate the Premises and this lease shall be deemed terminated and of no further force or effect.

**11. EMINENT DOMAIN:**

If the whole or part of the demised Premises, or so much of the building containing the demised Premises as to make the demised Premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and **Tenant** shall have no claim against **Landlord** for the value of any unexpired term of the lease, nor any claim to any sums awarded for such taking, nor any damages related to any resulting deprivation of use or occupancy of the Premises.

**12. ASSIGNMENT:**

**Tenant** shall not assign or sublet the demised Premises in whole or in part without the consent in writing of the **Landlord**, which may be withheld.

13. **ACCESS:**

**Landlord** shall have the right to enter the demised Premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate. **Landlord** shall have free access to the Premises at all reasonable times for the purposes of examining the same, or to make any alterations or repairs to the Premises that **Landlord** deems necessary for its safety or preservation. **Landlord** shall have the right to inspect the Premises outside **Tenant's** normal hours of operation upon 24 hours prior notice.

14. **BANKRUPTCY:**

If the **Tenant** should be adjudged as bankrupt or be the subject of any type of insolvency or other proceedings jeopardizing **Tenant's** ability to perform any of the terms and conditions of this Agreement, which proceedings are not dismissed within fifteen (15) days of the commencement thereof, at the option of **Landlord** this lease shall terminate as of the commencement of such proceedings.

15. **DEFAULT:**

If **Tenant** shall be in default in the performance of any other condition of the lease for ten (10) days after **Landlord** gives notice to correct the same, then on the happening of either of said events the **Landlord** may terminate this lease and retake the demised Premises without further notice. Likewise, if **Landlord** defaults in the performance of any condition of this lease for which **Landlord** is responsible for thirty (30) days after the **Tenant** gives written notice to correct the same, then **Tenant** may terminate this lease without further notice.

16. **QUIET ENJOYMENT:**

**Landlord** hereby covenants and agrees that if **Tenant** performs all of the covenants and agreements herein stipulated to be performed on **Tenant's** part, **Tenant** shall at all times during

the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises.

**17. UTILITIES AND SERVICES:**

**Landlord shall at its expense (a) furnish heat to the demised Premises and air conditioning in the appropriate season; (b) furnish water and electric current; (c) furnish all janitorial service necessary to keep the demised Premises clean and orderly, including all common area maintenance; and (d) provide ordinary building maintenance. Landlord does not warrant that any services provided by Landlord will be free of interruption due to causes beyond Landlord's reasonable control. All stains shall be reported to the Landlord immediately, so that proper cleaning might be accomplished. All boxes, large books, etc., shall be removed from the offices by Tenant. Janitorial service will remove all general office trash from trash receptacles daily but will not remove accumulated heavy trash. Dumpsters are available on the Premises. All building maintenance issues shall be reported to Landlord immediately, so that appropriate maintenance can be performed. Landlord reserves the right to stop service of the heating, air conditioning, plumbing, and electrical systems when necessary, by reason of accident, emergency, or for repairs, alterations, replacement or improvements in the judgment of the Landlord until said repairs, alteration, replacements or improvement, shall have been completed. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable to Tenant for damages, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement. Landlord shall have no responsibility, or liability for failure to supply heat, air conditioning, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond Landlord's control. Landlord shall be responsible for snow removal on parking lots and**

sidewalks during inclement weather; provided, however, that **Tenant** is responsible for coordinating snow removal activity by keeping **Landlord** apprised of school closings or school activity on inclement weather days by providing such notice to **Landlord** at earliest opportunity.

**18. CAPTIONS:**

Captions are inserted only for convenience and in no way define, limit, or describe the scope of this lease or any provision thereof.

**19. HAZARDOUS MATERIALS:**

**Tenant** will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials (“Hazardous Materials”), in violation of any federal, state, or local law or regulation. Any Hazardous Materials generated by **Tenant** will be removed from the Premises at **Tenant’s** expense in the manner required by law and disposed of in compliance with federal, state, and local laws and regulations. If at any time **Tenant** fails to comply with the terms of this section, **Landlord** may remedy such default and **Tenant** must fully reimburse **Landlord** for any cost or expense it incurs within ten (10) days of written notification from **Landlord**.

**20. SUCCESSORS:**

This lease shall be binding upon each of the Parties hereto and their successors and assigns.

**21. COMPLIANCE WITH APPLICABLE LAW:**

**Tenant** shall comply and cause its employees, agents, licensees, and invitees to comply with all ordinances, statutes, state and federal laws, and with reasonable rules, regulations, and operational procedures and standards established by **Landlord** for the use of the Premises.

**22. PARKING:**

**Landlord** shall provide space for parking to **Tenant** on the Premises.

**23. SECURITY:**

Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Landlord shall maintain a master key or keys in its possession for emergency access to the Premises.

**24. SIGNAGE:**

Tenant will be allowed to place, at its sole expense, its name or sign on the Premises, provided that such signage complies with any applicable guidelines set by Landlord and with local sign ordinances. All signs installed by Tenant must be removed by Tenant, at its own expense, no later than the expiration or termination of this Lease, and the Premises must be restored to their original condition.

**25. VACATION OF PREMISES:**

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Landlord in broom clean condition and in good order, condition, and repair as the Premises were at the time of the Agreement (the elements, ordinary wear, and deterioration excepted).

**26. INDEMNIFICATION:**

Tenant agrees, to the extent permitted by law, to indemnify, defend, and hold harmless Landlord and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from Tenant's or its employees', licensees', or invitees' use of the Premises. Landlord agrees, to the extent permitted by law, to indemnify, defend, and hold harmless Tenant

and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from Landlord's or its employees', licensees', or invitees' use of the Premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent that such injury or damage results from a negligent or willful act or failure to act of the Landlord. Any property of Tenant, its employees, agents, licensees, invitees, or others kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.

**27. NON-WAIVER:**

The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. No waiver of condition or covenant shall be valid unless it be in writing signed by the party so waiving.

**28. ENTIRE AGREEMENT; AMENDMENTS:**

With the sole exception of the Memorandum of Agreement between LFUCG and FCPS related to the provision of day treatment services by FCPS, which in part provides for the execution of this lease, this Lease Agreement constitutes the entire agreement between the parties with respect to Tenant's occupancy, use, and lease of the Premises, and supersedes all previous understandings and agreements between the parties, and no oral or implied representation or

understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties. The parties acknowledge that any amendment to this Agreement must be approved by the Lexington-Fayette Urban County Council.

**29. HOLDOVER TENANCY:**

Unless the parties to this Agreement otherwise agree, if the Tenant hold over after the expiration of the lease term or following the termination of the lease and fail to promptly vacate the Premises, the Lease shall be extended on a month-to-month lease subject to termination only upon thirty (30) days written notice to the other party. Monthly rent for the holdover tenancy shall be set at fair market value as calculated by Landlord, and Tenant shall further be responsible for paying operating expenses, including utilities, insurance, maintenance, janitorial services, and repairs, during the holdover tenancy.

**30. INTERPRETATION:**

If any clause, sentence, paragraph, or part of this Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, this Agreement shall continue in full force and effect. This Agreement, having been negotiated in good faith between the parties hereto with the advice of their respective counsel, shall not be construed against one party or the other.

**31. APPLICABLE LAW; VENUE:**

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

**32. NO THIRD PARTY RIGHTS:**

Nothing contained herein, expressed or implied, is intended to create nor shall be construed to create any relationship, contractual or otherwise, or any rights in favor of any third party.

**33. ATTORNEYS FEES:**

Should either party to this Agreement expend attorney's fees and costs to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

**34 NON-DISCRIMINATION:**

Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability, and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or disability.

**35. NOTICES:**

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. mail. If mailed, such notice shall be via certified mail, return receipt requested. Notices shall be sent to the follows:

**TO LANDLORD:**

Lexington-Fayette Urban County Government  
Commissioner, Department of Social Services  
200 East Main Street  
Lexington, KY 40507

**TO TENANT:**

Fayette County Public Schools  
Superintendent's Office  
450 Park Place  
Lexington, KY 40511

**IN WITNESS WHEREOF**, the parties by their authorized representative have executed this Lease Agreement as of the date first above written.

**LANDLORD:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**BY:** \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of the Urban County Council



RESOLUTION NO. 336 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE LEASING OF THE PROPERTY LOCATED AT 1177 HARRY SYKES WAY, ALSO KNOWN AS THE AUDREY GREVIOUS CENTER, TO FAYETTE COUNTY PUBLIC SCHOOLS, FOR A PERIOD OF TWO (2) YEARS, FOR ITS EXCLUSIVE USE IN THE CONTINUING OPERATION OF A DAY TREATMENT PROGRAM ON THE PREMISES, IN CONSIDERATION OF THE SUBSTANTIAL PUBLIC PURPOSES PROMOTED THEREBY, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

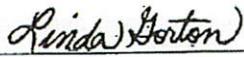
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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

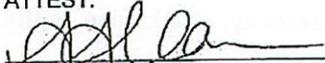
Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Lease Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a day treatment program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Lease Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
0658-24/SocialSrvcs/MSC/4865-1062-6698, v. 1

**LEASE AGREEMENT**

**THIS LEASE**, made and entered into this 21<sup>st</sup> day of October, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, having an address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG" or "Landlord") and **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, Kentucky 40511 (hereinafter referred to as "FCPS" or "Tenant").

**WITNESSETH:**

Landlord and Tenant desire to enter into this Lease Agreement, pursuant to which Tenant shall lease from Landlord, and Landlord shall lease to Tenant, certain real property and improvements, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

**1. LEASED PREMISES:**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term stated herein, at the rental amount and upon all of the conditions set forth herein, the following Premises, together with the exclusive use of any common areas of the property, subject to provisions herein: 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center (hereinafter, "Premises").

**2. TERM:**

The term of this Lease shall be for a period of two (2) years, commencing on the 1st day of July 2024 ("Commencement Date"), and ending on the 30th day of June 2026, unless sooner terminated. Such termination shall not constitute a default under this Lease. Landlord shall deliver Tenant possession on the Commencement Date.

**3. RENT:**

In consideration of the public purposes presented by the continued use of the Premises exclusively for the operation of a day treatment program by Tenant, and in recognition of the substantial public purposes inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, Landlord hereby agrees to lease the Premises to Tenant, and Tenant shall pay to Landlord, the sum of **ONE DOLLAR (\$1.00)** per year for the two-year term of the Lease Agreement.

**4. OCCUPANCY:**

Tenant shall use and occupy the demised Premises for the following purposes and no others without Landlord's prior written consent:

**Operation of a Day Treatment Program by Tenant (FCPS)**

Tenant shall not use the Premises in any manner which constitutes a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises. Tenant shall not create, maintain, or permit any nuisance in the Premises, or permit any objectionable or offensive noise or odors to be emitted from the Premises. Tenant shall comply with any and all reasonable rules or regulations of Landlord governing the use and occupancy of the Premises, now or hereinafter established for the protection of the subject Premises.

**5. ALTERATIONS:**

Tenant shall make no alterations to the leased Premises, including painting, without the prior written consent of the Landlord, which may be withheld. All improvements by Tenant that

may be authorized by Landlord shall be (i) made in a workmanlike manner and utilizing good quality materials; (ii) performed by legal, licensed, and insured contractors naming Landlord as an additional insured on an active policy of general liability insurance in an amount of at least \$1,000,000, and a certificate of such policy is delivered to Landlord prior to commencing such work; (iii) performed in accordance with all applicable laws and building codes; and (iv) accurately depicted on plans to be provided to Landlord together with Tenant's request for Landlord's consent therefor, with any changes to such plans being first submitted to Landlord before performance thereof.

All alterations, decorations, installations, additions, or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless Landlord elects otherwise, become the property of the Landlord and remain upon the demised Premises as a part thereof at the end of the term or any extension thereof. Upon completion of any authorized improvements by Tenant, Tenant must provide copies of all required governmental approvals and permits and copies of full lien waivers from all contractors and materialmen who performed work on any and all improvements made to the demised Premises. In the event the Landlord shall elect otherwise, such alterations, additions or improvements as the Tenant may have made shall, to the extent directed by the Landlord, be removed by the Tenant and the Tenant shall restore the Premises to the original conditions prior to the expiration of the lease term and at the cost of the Tenant.

6. **MAINTENANCE AND REPAIR:**

Landlord shall generally retain responsibility for maintenance and repair of the Premises, including the subject building on the Premises. Provided, however, that Tenant shall take good care of the demised Premises (including the subject building), and any and all damages or injury

thereto caused by Tenant or agents, servants, employees, invitees, or licensees of Tenant, shall be restored promptly by Tenant at the cost of Tenant and to the satisfaction of Landlord. If Tenant shall fail to make such repair and restoration, within thirty (30) days after written notice provided by Landlord, such repair and restoration may be made by Landlord at the expense of Tenant. Intentional damage to the Premises shall entitle Landlord to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

7. **INSURANCE:**

Landlord shall maintain, at all times throughout the term of this lease, a policy of self-insurance and such excess policies of insurance as it deems appropriate for the protection of the demised Premises, and proof of appropriate insurance coverage may be inspected by Tenant upon request. Tenant shall maintain, at all times throughout the term of this lease, appropriate insurance coverage for Commercial General Liability, including Premises and Operations Liability, as well as fire insurance for its own contents, improvements and betterments, and Workers Compensation insurance, with liability limits in an amount not less than \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00. Proof of appropriate insurance coverage may be inspected by Landlord upon request. Tenant will comply with all laws and regulations which shall be applicable to the demised Premises for the use thereof and neither Tenant nor Landlord shall do or permit to be done any act or thing on the Premises which would invalidate any insurance policies covering the subject building or occupancy containing the demised Premises or which may otherwise result in property or casualty or Premises liability claims against appropriate insurance coverages respectively maintained by the parties hereto, and if Tenant uses the Premises in such manner, Landlord may require Tenant to discontinue such use.

**8. PROPERTY LOSS-DAMAGE-REIMBURSEMENT:**

All personal property kept on the Premises shall be kept at the sole risk and responsibility of Tenant. This shall include property of contractors or vendors engaged by Tenant to conduct approved improvement activities throughout the term of this Agreement. Except insofar as may be caused by the active negligence or willful misconduct of Landlord, its agents, employees, licensees, or invitees, Landlord shall not be liable for any damage to property of Tenant, or agents, employees, licensees, or invitees of Tenant, which is housed, stored, held, or placed on the Premises, nor for loss or damage to such property by theft or otherwise. Landlord shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised Premises or any other cause whatsoever unless due to the negligence of the Landlord; nor shall the Landlord be liable for any such damage caused by Tenant, its agents, employees, licensees, invitees, or other persons in its building.

**9. DESTRUCTION-FIRE OR OTHER CAUSE:**

If the demised Premises or the subject building containing the demised Premises shall be destroyed or damaged by fire or other casualty, within thirty (30) days of such damage, Landlord may, at its sole election, elect to make repairs or restore the Premises or may elect to terminate this lease as of the occurrence of such damage and have no further liability to Tenant by giving notice in writing of such termination, instead of making the necessary repairs. In the event of such damage, and if Landlord does not terminate the lease, Landlord shall restore the demised Premises or so much of the building containing said Premises as may be necessary for the use of the demised Premises within a reasonable period of time, unless said damage was caused by the acts or neglect of Tenant or agents, employees, licensees or invitees of Tenant, in which later

event Landlord shall be fully reimbursed by Tenant. If the Premises are damaged to such an extent that repairs or restoration cannot be completed within one hundred and twenty (120) days of the occurrence of the damage, either party shall have the right to terminate this Agreement by giving the other party such notice in writing within thirty (30) days from the date of the occurrence. Should the destruction or damage be of such extent that the Premises are entirely unrentable, this lease shall automatically terminate.

**10. TERMINATION:**

Either party may terminate this Lease Agreement at any time, without penalty, upon a ninety (90) day prior written notice to the other party. Landlord may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in paragraph 4 ("Occupancy"), Tenant shall upon written notice from Landlord immediately vacate the Premises and this lease shall be deemed terminated and of no further force or effect.

**11. EMINENT DOMAIN:**

If the whole or part of the demised Premises, or so much of the building containing the demised Premises as to make the demised Premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease, nor any claim to any sums awarded for such taking, nor any damages related to any resulting deprivation of use or occupancy of the Premises.

**12. ASSIGNMENT:**

Tenant shall not assign or sublet the demised Premises in whole or in part without the consent in writing of the Landlord, which may be withheld.

**13. ACCESS:**

Landlord shall have the right to enter the demised Premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate. Landlord shall have free access to the Premises at all reasonable times for the purposes of examining the same, or to make any alterations or repairs to the Premises that Landlord deems necessary for its safety or preservation. Landlord shall have the right to inspect the Premises outside Tenant's normal hours of operation upon 24 hours prior notice.

**14. BANKRUPTCY:**

If the Tenant should be adjudged as bankrupt or be the subject of any type of insolvency or other proceedings jeopardizing Tenant's ability to perform any of the terms and conditions of this Agreement, which proceedings are not dismissed within fifteen (15) days of the commencement thereof, at the option of Landlord this lease shall terminate as of the commencement of such proceedings.

**15. DEFAULT:**

If Tenant shall be in default in the performance of any other condition of the lease for ten (10) days after Landlord gives notice to correct the same, then on the happening of either of said events the Landlord may terminate this lease and retake the demised Premises without further notice. Likewise, if Landlord defaults in the performance of any condition of this lease for which Landlord is responsible for thirty (30) days after the Tenant gives written notice to correct the same, then Tenant may terminate this lease without further notice.

**16. QUIET ENJOYMENT:**

Landlord hereby covenants and agrees that if Tenant performs all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during

the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises.

**17. UTILITIES AND SERVICES:**

Landlord shall at its expense (a) furnish heat to the demised Premises and air conditioning in the appropriate season; (b) furnish water and electric current; (c) furnish all janitorial service necessary to keep the demised Premises clean and orderly, including all common area maintenance; and (d) provide ordinary building maintenance. Landlord does not warrant that any services provided by Landlord will be free of interruption due to causes beyond Landlord's reasonable control. All stains shall be reported to the Landlord immediately, so that proper cleaning might be accomplished. All boxes, large books, etc., shall be removed from the offices by Tenant. Janitorial service will remove all general office trash from trash receptacles daily but will not remove accumulated heavy trash. Dumpsters are available on the Premises. All building maintenance issues shall be reported to Landlord immediately, so that appropriate maintenance can be performed. Landlord reserves the right to stop service of the heating, air conditioning, plumbing, and electrical systems when necessary, by reason of accident, emergency, or for repairs, alterations, replacement or improvements in the judgment of the Landlord until said repairs, alteration, replacements or improvement, shall have been completed. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable to Tenant for damages, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement. Landlord shall have no responsibility, or liability for failure to supply heat, air conditioning, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond Landlord's control. Landlord shall be responsible for snow removal on parking lots and

sidewalks during inclement weather; provided, however, that Tenant is responsible for coordinating snow removal activity by keeping Landlord apprised of school closings or school activity on inclement weather days by providing such notice to Landlord at earliest opportunity.

**18. CAPTIONS:**

Captions are inserted only for convenience and in no way define, limit, or describe the scope of this lease or any provision thereof.

**19. HAZARDOUS MATERIALS:**

Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state, or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state, and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Landlord may remedy such default and Tenant must fully reimburse Landlord for any cost or expense it incurs within ten (10) days of written notification from Landlord.

**20. SUCCESSORS:**

This lease shall be binding upon each of the Parties hereto and their successors and assigns.

**21. COMPLIANCE WITH APPLICABLE LAW:**

Tenant shall comply and cause its employees, agents, licensees, and invitees to comply with all ordinances, statutes, state and federal laws, and with reasonable rules, regulations, and operational procedures and standards established by Landlord for the use of the Premises.

**22. PARKING:**

Landlord shall provide space for parking to Tenant on the Premises.

**23. SECURITY:**

Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Landlord shall maintain a master key or keys in its possession for emergency access to the Premises.

**24. SIGNAGE:**

Tenant will be allowed to place, at its sole expense, its name or sign on the Premises, provided that such signage complies with any applicable guidelines set by Landlord and with local sign ordinances. All signs installed by Tenant must be removed by Tenant, at its own expense, no later than the expiration or termination of this Lease, and the Premises must be restored to their original condition.

**25. VACATION OF PREMISES:**

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Landlord in broom clean condition and in good order, condition, and repair as the Premises were at the time of the Agreement (the elements, ordinary wear, and deterioration excepted).

**26. INDEMNIFICATION:**

Tenant agrees, to the extent permitted by law, to indemnify, defend, and hold harmless Landlord and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from Tenant's or its employees', licensees', or invitees' use of the Premises. Landlord agrees, to the extent permitted by law, to indemnify, defend, and hold harmless Tenant

and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from Landlord's or its employees', licensees', or invitees' use of the Premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent that such injury or damage results from a negligent or willful act or failure to act of the Landlord. Any property of Tenant, its employees, agents, licensees, invitees, or others kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.

**27. NON-WAIVER:**

The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. No waiver of condition or covenant shall be valid unless it be in writing signed by the party so waiving.

**28. ENTIRE AGREEMENT; AMENDMENTS:**

With the sole exception of the Memorandum of Agreement between LFUCG and FCPS related to the provision of day treatment services by FCPS, which in part provides for the execution of this lease, this Lease Agreement constitutes the entire agreement between the parties with respect to Tenant's occupancy, use, and lease of the Premises, and supersedes all previous understandings and agreements between the parties, and no oral or implied representation or

understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties. The parties acknowledge that any amendment to this Agreement must be approved by the Lexington-Fayette Urban County Council.

**29. HOLDOVER TENANCY:**

Unless the parties to this Agreement otherwise agree, if the Tenant hold over after the expiration of the lease term or following the termination of the lease and fail to promptly vacate the Premises, the Lease shall be extended on a month-to-month lease subject to termination only upon thirty (30) days written notice to the other party. Monthly rent for the holdover tenancy shall be set at fair market value as calculated by Landlord, and Tenant shall further be responsible for paying operating expenses, including utilities, insurance, maintenance, janitorial services, and repairs, during the holdover tenancy.

**30. INTERPRETATION:**

If any clause, sentence, paragraph, or part of this Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, this Agreement shall continue in full force and effect. This Agreement, having been negotiated in good faith between the parties hereto with the advice of their respective counsel, shall not be construed against one party or the other.

**31. APPLICABLE LAW; VENUE:**

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

**32. NO THIRD PARTY RIGHTS:**

Nothing contained herein, expressed or implied, is intended to create nor shall be construed to create any relationship, contractual or otherwise, or any rights in favor of any third party.

**33. ATTORNEYS FEES:**

Should either party to this Agreement expend attorney's fees and costs to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

**34 NON-DISCRIMINATION:**

Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability, and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or disability.

**35. NOTICES:**

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. mail. If mailed, such notice shall be via certified mail, return receipt requested. Notices shall be sent to the follows:

**TO LANDLORD:**

Lexington-Fayette Urban County Government  
Commissioner, Department of Social Services  
200 East Main Street  
Lexington, KY 40507

**TO TENANT:**

Fayette County Public Schools  
Superintendent's Office  
450 Park Place  
Lexington, KY 40511

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Lease Agreement as of the date first above written.

LANDLORD:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
Linda Gorton, Mayor

ATTEST:

*Mackenzie Stark*  
Clerk of the Urban County Council

*Deputy*

TENANT:

FAYETTE COUNTY PUBLIC SCHOOLS

BY: [Signature]  
 Name: \_\_\_\_\_  
 Title: Superintendent

ACKNOWLEDGMENT

STATE OF )  
 )  
 COUNTY OF FAYETTE )

On the \_\_\_\_ day of \_\_\_\_\_, 202\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the authorized representative of FAYETTE COUNTY PUBLIC SCHOOLS, and as such was authorized to execute this Lease Agreement.

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

\_\_\_\_\_  
 NOTARY PUBLIC



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0231-26**

**File ID:** 0231-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Housing Advocacy  
& Community  
Development

**File Created:** 03/11/2026

**File Name:** Housing Listing Website Agreement

**Final Action:**

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with City Wise Software LLC, to establish and host a housing listing platform on the Urban County Government website, as a pilot project, with all costs of service paid for through listing fees charged by City Wise Software LLC, and with ten percent (10%) of all net listing fees annually remitted to the Urban County Government. [Office of Affordable Housing, Lanter]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue sheet memo City Wise, City Wise Agreement for City Housing Platform 4913-3824-8339 v.1, RESO 231-26 - Agreement with City Wise Software for Housing Listing Platform 4910-3120-0153 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Tiffany Masden

**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 0231-26

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with City Wise Software LLC, to establish and host a housing listing platform on the Urban County Government website, as a pilot project, with all costs of service paid for through listing fees charged by City Wise Software LLC, and with ten percent (10%) of all net listing fees annually remitted to the Urban County Government. [Office of Affordable Housing, Lanter]

**Summary**

Authorization to execute an Agreement with City Wise Software LLC. to establish and host a housing listing website for the City of Lexington on a subdomain of the City's main internet domain. As a pilot program, this website will help individuals search for market-rate and affordable rental housing units in Lexington and locate local housing resources. No

Budgetary impact. (L0231-26)(Lanter)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes/No, Completed by Michael Cravens, 03/2/2026

**Risk Management:** N/A

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: N/A

Activity: N/A

Budget Reference:

Current Balance:



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

**FROM: CHARLIE LANTER, COMMISSIONER  
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY  
DEVELOPMENT**

**DATE: March 11, 2026**

**SUBJECT: Housing Listing Website for Market-Rate and Affordable Housing,  
and Local Housing Resources**

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**Request:** Council authorization to execute an agreement with City Wise Software LLC. for a pilot program, to establish and host a housing listing website for the City of Lexington, at no cost to LFUCG.

**Purpose of Request:** For the design and maintenance of a housing listing website for the City of Lexington on a subdomain of the City's main internet domain. This website will help individuals search for rental housing units in Lexington, both market-rate and affordable housing units, as well as locate local housing resources. As a pilot program, this agreement has an initial term period of three (3) years, unless terminated by LFUCG at an earlier time. The agreement will automatically renew for a successive three (3) year term unless written notice is given by one party to another.

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

The cost for this FY is: \$0. The cost for future FY is: \$0

**Are the funds budgeted?** n/a

**Account number:** n/a

**File Number:** 0231-26

**Director/Commissioner:** Lanter

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## CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between City Wise Software LLC (“City Wise”), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 E Main Street, Lexington, KY 40507 (“LFUCG”) (each individually as a "Party" and collectively as the "Parties").

### WITNESSETH:

WHEREAS, City Wise has innovated a proprietary technology solution, consisting of a series of pages culminating in a dynamic, searchable database of available housing properties (henceforth known as the "Technology"); and

WHEREAS, LFUCG’s intention is to secure a license for the Technology from City Wise for the specified duration; and

WHEREAS, City Wise is inclined to grant LFUCG a nonexclusive license for the use of the Technology; and

WHEREAS, LFUCG wishes to grant City Wise the right to place listings from the Technology on LFUCG’s internet domain and subdomains.

NOW, THEREFORE, in consideration of the promises, covenants, and mutual agreements herein contained, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

#### **A. Services:**

1. City Wise shall establish and host a housing listing website (the “Listing Website”) for LFUCG on a subdomain of LFUCG’s main internet domain, [lexingtonky.gov](http://lexingtonky.gov), including associated data, tables, and login pages as part of City Wise’s Technology.
2. City Wise warrants and covenants to provide the Services outlined in Schedule 1 to LFUCG in a timely, workmanlike, and professional manner. All Services are to be provided remotely unless otherwise expressly agreed to in writing by the Parties.
3. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, LFUCG, or persons or entities that list properties (“Users”), from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase “lexingtonky.gov”.
4. City Wise warrants and covenants that no advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase “lexingtonky.gov”.

5. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to LFUCG.
6. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City Wise understands and agrees that this Agreement is subject to the requirements of LFUCG's CAO Policy No. 57 (Branding, Logo, and Graphic Standards). City Wise understands and agrees that any use of LFUCG logos, the LFUCG official seal, LFUCG-owned graphics or assets, or any other LFUCG branding must be approved by LFUCG as required by CAO Policy No. 57, and LFUCG agrees that such approval shall not be unreasonably withheld.

#### **B. Compensation for Services & Fee Distribution:**

City Wise will handle the installation and customization of the Technology without charge to LFUCG. Through the use of the Technology, LFUCG incurs no obligation to purchase, order, or otherwise procure the Technology, except as provided in this Agreement. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from certain Users for posting available properties for lease or sublet (referred to as "Listing Fees"). Listing fees shall be collected only from Users who list more than twenty (20) units annually. Annually, City Wise shall remit to LFUCG on or before March 31 of each year an amount representing 10% of Net Listing Fees (defined as gross Listing Fees less credit card processing fees, sales expenses, and marketing expenses), which LFUCG shall use, in furtherance of housing-related purposes supporting this Agreement, for housing assistance which may include, but is not limited to emergency financial assistance, rent and utility assistance, Lexserv bill assistance, and/or relocation assistance.

City Wise shall provide LFUCG with a detailed annual accounting of all fees collected, including listing fees and other revenues. LFUCG shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from Users or other third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology. City Wise shall provide LFUCG with a detailed annual accounting of all fees collected, including other fees. LFUCG shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

#### **C. Taxes:**

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to LFUCG's utilization of services, LFUCG will not be invoiced for, or responsible for paying or settling such taxes.

#### **D. Expenses:**

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. All services are to be provided remotely unless otherwise agreed to in writing by the Parties. In the event that LFUCG requests on-site services beyond those specified in Schedule 1, LFUCG agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to LFUCG's Travel Reimbursement Policy. Since this agreement is at no cost to LFUCG, any on-site services beyond those specified in Schedule 1 that City Wise may perform shall require a separate contract.

#### **E. Conduct:**

LFUCG agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the Technology.
2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business, product, or service through unsolicited emails, spamming, harassing others, or any similar activities.
4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

#### **F. Duration and Termination:**

1. This Agreement shall commence on the date of its execution by the parties. This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"), unless terminated by LFUCG at an earlier time as provided in this Agreement, and subject to sufficient funding being appropriated in future fiscal years. Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless written notice to the contrary is given by one party to the other not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires, and subject to sufficient funding being appropriated in future fiscal years.

2. City Wise acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that any necessary funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG's obligations under this Agreement shall automatically expire without penalty to LFUCG thirty (30) days following written notice to City Wise. LFUCG shall exercise any application of this provision in good faith.

3. If either Party violates any term of this Agreement, or in the event of a material condition of non-performance by either Party to this Agreement, that Party shall be in default and the non-defaulting Party may cancel this Agreement upon fourteen (14) days written notice.

4. If termination was initiated by notice, City Wise shall remove all content from LFUCG's domain and any LFUCG subdomain by the date of termination.

5. Should any court determine that LFUCG must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on LFUCG's website (including, but not limited to, any subdomain of LFUCG's website) for any reason related to LFUCG permitting City Wise access to LFUCG's website or any other reason related to this Agreement, this Agreement shall automatically terminate without notice or action by either Party. Termination shall not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise shall remove all content from the LFUCG's website, including the Listing Website, as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that LFUCG's website or domain has become a public forum, LFUCG's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to LFUCG's website or domain, as described above, LFUCG will send City Wise notice of the suit.

#### **G. No Public Forum**

1. LFUCG does not intend, by means of this Agreement, to create a public forum on its website, or on a subdomain thereof. LFUCG does not intend to set open, or aside space on, its website for the public, or a portion thereof, to use for First Amendment activity.

2. City Wise shall indemnify, defend, and hold LFUCG and its officers, agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of LFUCG permitting City Wise access to its website, its domain and subdomains, or for any other reason related to this Agreement, including but not limited to, litigation under the First Amendment to the United States Constitution, the Kentucky Constitution, and the Kentucky Revised Statutes, as well as claims that the Technology has established a public forum.

#### **H. Post-Termination Entitlements and Acquisition Choice:**

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections I.3, L, N, O, P.4, S, Y, Z, AA, BB, and HH.

#### **I. Licensing of Intellectual Property:**

1. **Limited Usage Rights:** City Wise extends to LFUCG a restricted, nonexclusive, non-sublicensable, and non-transferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to LFUCG. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** LFUCG is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, LFUCG may not employ the Technology for any competitive purposes related to the Technology. LFUCG will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

LFUCG is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. LFUCG does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

#### **J. Database and Data Precision:**

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

#### **K. Integration with City's Website:**

LFUCG commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the Listing Website into a subdomain of LFUCG's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution.

#### **L. Data Ownership and Storage:**

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all

title, copyright, and other proprietary rights in the Data. LFUCG maintains ownership of its website and domain, including any subdomains thereof.

**M. Advertising:**

City Wise warrants and covenants that it will not state, in any advertising, press release, promotional or sales material, or otherwise, that LFUCG endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on LFUCG's website.

**N. Non-disclosure:**

Under this Agreement, the Parties may access information deemed confidential to each other ("Confidential Information"). Confidential Information is specifically confined to the Technology source code, the terms and pricing outlined in this Agreement, and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Becomes part of the public domain without any action or omission by the other Party.
2. Was lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Is legally disclosed to the other party by a third-party without restrictions on disclosure.
4. Is independently developed by the other Party.
5. Is submitted to the housing website by LFUCG's residents or property listers.
6. Qualifies as "public record(s)" as defined under the Kentucky Open Records Act, KRS 61.870(2) and KRS 61.872 et seq., including all records prepared, owned, used, in the possession of, or retained by a public agency and subject to disclosure under applicable law.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence, to the extent permitted by law. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or

equitable rights and remedies in the event of such a breach.

The Parties acknowledge that LFUCG is governed by the Kentucky Open Records Act, KRS 61.870 *et seq.* Notwithstanding any statement in this Agreement, LFUCG's handling of any confidentiality obligations is subject to the limitations of this paragraph. "Public records" (as defined by KRS 61.870(2)) related to this Agreement may be subject to disclosure under the Kentucky Open Records Act. LFUCG shall have no duty to defend the rights of City Wise or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of an open records request for which any document clearly marked by City Wise as "confidential" or "trade secret" is responsive, LFUCG shall notify City Wise of its intent to release records to the requestor. City Wise shall have a maximum of two (2) days beginning the date it receives notice to respond to LFUCG by either agreeing to the release of the record to the requestor without removing or redacting the language or document marked as "confidential" or "trade secret" or pursuing legal remedies to stop LFUCG's release of requested information. Said notice shall relieve LFUCG of any further obligation under any claim of City Wise or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. City Wise shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. The failure of City Wise to make a response within two (2) days of receiving notice from LFUCG shall be deemed an agreement for release of records without redaction or removal of items marked "confidential" or "trade secret."

#### **O. Limitation of Liability:**

1. *Definitions:* In this Section O, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; contract; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (including, but not limited to, patent, copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; the Kentucky Fair Housing Act (KRS 344.360 *et seq.*); and the Kentucky Open Records Act (KRS 61.870 *et seq.*). The term "Theory of Liability" expressly includes any theories based on LFUCG's own negligence, to the extent such theories are not barred by applicable Kentucky law, including sovereign immunity and governmental immunity.
- b. "LFUCG" includes, but is not limited to: the entity of LFUCG, as well as any officer, official, employee, or agent thereof. The term also includes all of LFUCG's insurers. As juxtaposed against the use of the term "LFUCG" as it is generally used in this Agreement, LFUCG's insurers are added to its meaning in Section O.
- c. "Expense(s)" has its general definition. It includes, but is not limited to, actual attorneys' fees and actual expenses of litigation.

2. *Construction:* The *ejusdem generis* canon does not apply to this Section O.

3. *Indemnify, Defend, and Hold Harmless:* City Wise shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by City Wise's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of City Wise or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. City Wise understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at City Wise's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. City Wise understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend City Wise in any manner.
4. *Applicability:* Section O applies regardless of whether the liability, damage(s), loss, Expense(s), demand(s), or judgment(s) actually exists or is merely alleged to exist by a third-party. Section O applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section O applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.
5. *Procedure:* Pursuant to this Section O, upon LFUCG learning of a third-party claim, suit, action, demand, or judgment against LFUCG, LFUCG shall tender the matter to City Wise as a notice, and City Wise shall immediately take up its obligations under this Agreement. City Wise shall provide LFUCG notice of any third-party claim, suit, action, or demand against LFUCG within three (3) days of discovering it, if such discovery was not due to LFUCG informing City Wise of it, and shall immediately take up its obligations hereunder. LFUCG has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending LFUCG, provided that LFUCG approves same in writing, which approval shall not be unreasonably withheld. City Wise shall not settle any third-party claim, suit, action, or demand that causes LFUCG to pay any money or be held liable, in whole or part, without the approval of LFUCG.
6. *Enforcement Fees:* If LFUCG commences a lawsuit to enforce its rights under this Section O and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.
7. *Superiority:* This Section O applies, notwithstanding anything in this Agreement to the contrary.

## **P. Public Records.**

1. *Definitions:* In this Section P, the following terms have the following definitions:
  - a. "Record(s)" have the meaning set forth in the Kentucky Open Records Act, KRS 61.870(2).
  - b. "Kentucky Open Records Act" means the Kentucky Open Records Act, KRS 61.870 et seq., together with any other applicable state or local laws governing public access to records and meetings.
2. LFUCG is governed by the Kentucky Open Records Act, KRS 61.870 *et seq.*, and acknowledges that, unless otherwise clearly exempt from disclosure under applicable law, all aspects of this Agreement are subject to public disclosure and constitute public records. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Kentucky Open Records Act, and further warrant and covenant that LFUCG shall have sole and final decision-making authority regarding how to comply with the Kentucky Open Records Act. To comply with any public records request, City Wise warrants and covenants that it will produce to LFUCG copies of all Records in the format in which they are originally maintained. Under the Kentucky Open Records Act (KRS 61.870 et seq.), records that are prepared, owned, used, in the possession of, or retained by a public agency, including records created or maintained by a private entity on behalf of a public agency, are public records and shall be made available for public inspection upon request, unless an exemption to disclosure applies.
3. City Wise warrants and covenants that it will immediately provide LFUCG, as a notice, any public record request received by City Wise that in any way relates to this Agreement.
4. City Wise warrants and covenants that it will maintain all Records subject to any of the Kentucky Open Records Act for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Kentucky Open Records Act to LFUCG, LFUCG must receive such records no later than thirty (30) days after termination.
5. This Section P applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section O.

## **Q. Insurance:**

6. City Wise shall procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies shall be issued by an insurance company or companies authorized to do business in the Commonwealth of Kentucky and licensed by the Commonwealth of Kentucky. All such policies shall name LFUCG as an "additional insured." City Wise shall furnish, as a notice, a Certificate of Insurance, and proof of

payment of any required insurance premiums, to LFUCG to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement's effective date. The insurance policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, LFUCG shall be notified, in writing, by the insurer at least ninety (90) days before any cancellation or change takes effect. A material change includes, but is not limited to, a change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, LFUCG may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise shall pay such invoice within thirty (30) days of the date it was sent.

7. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:

a. Commercial General Liability Insurance:

- i. \$1,000,000 per occurrence; \$2,000,000 aggregate
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section O. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The policy shall contain a waiver of subrogation in favor of LFUCG.

b. Umbrella Policy:

- i. \$2,000,000
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section O.

c. Cyber Liability Insurance:

- i. \$1,000,000 per occurrence; \$2,000,000 aggregate
- ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack
- iii. The Cyber Liability policy shall be primary to any insurance or self-insurance retained by LFUCG. The policy shall contain a waiver of subrogation in favor of LFUCG.

d. Workers Compensation: City Wise shall secure and maintain such insurance as will protect City Wise from claims under Kentucky workers compensation laws.

**R. Industry Standards:**

City Wise warrants and covenants that all services conducted under this Agreement shall adhere to generally prevailing professional or industry standards.

**S. Assignment:**

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

**T. General Marketing:**

LFUCG acknowledges and agrees that, subject to prior notice and approval by LFUCG, City Wise may make reference to LFUCG as a customer in general marketing materials.

**U. Sole Agreement:**

This document constitutes the entire understanding and Agreement between City Wise and LFUCG. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

**V. Modifications:**

Changes to this Agreement require mutual agreement, shall be documented in writing, signed by both City Wise and LFUCG, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from being employed.

**W. Waiver:**

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

**X. Severability:**

If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

**Y. Notices:**

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to LFUCG, separate copies must be addressed to the LFUCG Department of Law and the Office of Chief Administrative Officer).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to LFUCG, separate copies must be addressed to the LFUCG Department of Law and the Office of Chief Administrative Officer). Such mailing must be by First Class Mail or Certified Mail.

**Z. Compliance with Laws, Regulations, and Programs; Governing Law; Jurisdiction:**

City Wise shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and, in the performance services under this Agreement, City Wise shall at all times observe and comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the Commonwealth of Kentucky, and Lexington-Fayette County, currently in effect and as may be amended from time-to-time, both during the initial term and during any renewal terms, whether or not such laws, ordinances, or regulations are mentioned herein. This Agreement and all matters arising from it are governed by the laws of the Commonwealth of Kentucky. Any legal action or proceeding initiated by either Party against the other that relates to this Agreement shall be brought in the state courts located in Lexington-Fayette County, Kentucky, or in the United States District Court for the Eastern District of Kentucky. Both City Wise and LFUCG consent to the jurisdiction of such courts and agree that venue is proper in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

**AA. Construction:**

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.
3. Nothing contained in this Agreement is intended to be a waiver or estoppel by LFUCG (including, but not limited to, the entity of LFUCG, as well as any officer, official, employee, agent, or insurer) to rely upon the limitations, defenses, and immunities afforded to it under Kentucky law, including, but not limited to, those arising under the doctrines of sovereign immunity and governmental immunity and any other applicable state or local law. To the extent that indemnification is available and enforceable by City Wise against LFUCG, LFUCG shall not be liable in indemnity or contribution beyond the limitations, defenses, immunities, or restrictions on liability established by applicable Kentucky law.

**BB. Authority to Act:**

City Wise shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County. LFUCG may request proof that City Wise has timely filed federal, state, or local tax forms which shall be provided by City Wise on a timely basis. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement. City Wise and LFUCG each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

#### **CC. Relationship of Parties:**

There is no employment or agency relationship between the Parties; City Wise is an independent contractor of the City. In no event shall the Parties be construed, held or become in any way for any purpose the employee of the other Party, or partners, associates, or joint venturers in the conduct of their respective endeavors or otherwise.

#### **DD. User Agreements:**

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on LFUCG's website. This Section DD is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to LFUCG's website.
2. *Definitions:* As used in this Section DD, "LFUCG" has the meaning of Section O.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (Lexingtonky.gov), except as that right is limited in this Section DD.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that allows the third-party to list properties on a subdomain of LFUCG's website (lexingtonky.gov) unless said user agreement contains substantially the same provisions as Sections O, Q, Z, and AA.3 in this Agreement, a statement such provisions are expressly made in favor of LFUCG, and that LFUCG is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections O, Q, Z, and AA.3 may be substantially the same, rather than identical, they must not afford LFUCG less rights or protections than Sections O, Q, Z, and AA.3 establish in this Agreement.
  - a. Without limiting the requirement that user agreements be substantially similar to the whole of Section O of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to O.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend,

and hold harmless LFUCG against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement].”

5. LFUCG may request, as a notice, access to any user agreement authorized herein, and shall receive such from City Wise within fourteen (14) days of the notice.

**EE. Third-Party Beneficiaries:**

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

**FF. Equal Opportunity; Fairness Ordinance.**

City Wise shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap; (b) promote equal employment opportunity through a positive, continuing program of equal employment; and (c) cause any subcontractor to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. City Wise agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable non-discrimination law.

**GG. Sexual Harassment.**

City Wise shall adopt or shall have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. This policy shall be given to all employees and clients and shall be posted at all locations where City Wise conducts business. The policy shall be made available to LFUCG upon request.

**HH. Audit Requirements.**

City Wise shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at City Wise's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulation. For any audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**IN WITNESS WHEREOF**, the undersigned parties have signed and executed this document as of the date first mentioned above.

LFUCG:

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

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

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

CITY WISE SOFTWARE LLC:

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

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

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

## SCHEDULE 1

### Services to Be Performed

City Wise commits to:

- **Hosting Housing Website:**
  - Host a housing website for LFUCG, on a subdomain of LFUCG's main website, Lexingtonky.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
  - Collaborate with LFUCG to embed the Technology in a subdomain of LFUCG's existing website, maintaining the LFUCG website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
  - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with LFUCG's neighborhoods and terminology.
- **Marketing of Housing Website:**
  - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
  - Collect Listing Fees, subject to LFUCG's approval (withholding approval not unreasonably), as permitted by the Agreement.
- **User Agreement Development:**
  - Only using user agreements approved by LFUCG, and to collaborate with LFUCG to develop such user agreement including, but not limited to:
    - a. Disclaiming LFUCG's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
    - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Product Support:**
  - Provide product support to LFUCG and users through a customer service email account.
- **Customized Site Inclusions:**
  - Include in the customized site:
    - Property listing fields allowing photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
  - Regularly install Technology upgrades to the Technology, notifying LFUCG of relevant upgrades via email.
- **Data Backups:**
  - Perform regular monthly backups of site data.

#### **Monthly Reports:**

Prepare and deliver monthly, quarterly, and annual reports to LFUCG, in a form requested by LFUCG, which shall include, at a minimum, site statistics, performance indicators, and housing trends and analysis.

**Removal of Listings:**

City Wise shall ensure that all listings for units that have been rented are removed from the Listing Website within thirty (30) calendar days of occupancy or contract execution, whichever occurs first.

City Wise shall remove all listings that have been listed on the Listing Website for more than ninety (90) days, unless the property owner or authorized agent affirmatively informs City Wise that the property remains available for rent.

City Wise shall promptly remove listings for units on the Listing Receipt where current violations exist upon receipt of information that the property owner or authorized agent is in violation of federal, state, or local laws regarding housing and habitability, including but not limited to applicable property maintenance codes, building codes, nuisance codes, etc.

4913-3824-8339, v. 1

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CITY WISE SOFTWARE LLC, TO ESTABLISH AND HOST A HOUSING LISTING PLATFORM ON THE URBAN COUNTY GOVERNMENT WEBSITE, AS A PILOT PROJECT, WITH ALL COSTS OF SERVICE PAID FOR THROUGH LISTING FEES CHARGED BY CITY WISE SOFTWARE LLC, AND WITH TEN PERCENT (10%) OF ALL NET LISTING FEES ANNUALLY REMITTED TO THE URBAN COUNTY GOVERNMENT.

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WHEREAS, the Lexington-Fayette Urban County Government desires to utilize its website to host an affordable rental housing platform, as a pilot project, to enable Lexington-Fayette County residents to more easily find both market-rate and affordable housing units; and

WHEREAS, City Wise Software LLC has agreed to establish and host a housing listing platform on the Lexington-Fayette Urban County Government website, as a pilot project, by engaging a wide variety of property owners, highlighting a larger range of market-rate and affordable housing rentals, improving access to affordable housing, and tracking usage data on housing search trends, with all costs of service paid for through listing fees charged by City Wise Software LLC, and with ten percent (10%) of all net listing fees annually remitted to the Urban County Government.

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 and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with City Wise Software LLC, to establish and host a housing listing platform on the Lexington-Fayette Urban County Government website, as a pilot project.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

231-26:MSC:4910-3120-0153, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0235-26**

**File ID:** 0235-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Social Services

**File Created:** 03/12/2026

**File Name:** Welcoming America Certification Agreement with LFUCG for Global Lex

**Final Action:**

**Title:** Authorization to execute the Certification agreement between Welcoming America for Global Lex, which is required to receive and maintain a Certified Welcoming status, for the period of 4 years. At a cost of \$8,400. Funds are budgeted. (L0235-26)(Touchan/Allen-Bryant)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 0235-26 Bluesheet Memo - Welcoming America - Global Lex, Welcoming America Certification Agreement for Global Lex 3.12.2026

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0235-26

#### Title

Authorization to execute the Certification agreement between Welcoming America for Global Lex, which is required to receive and maintain a Certified Welcoming status, for the period of 4 years. At a cost of \$8,400. Funds are budgeted. (L0235-26)  
(Touchan/Allen-Bryant)

#### Summary

Authorization to execute the Certification agreement between Welcoming America for Global Lex, which is required to receive and maintain a Certified Welcoming status, for the period of 4 years. At a cost of \$8,400. Funds are budgeted. (L0235-26)  
(Touchan/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Ella Hellmuth 3/12/26

Fully Budgeted: Yes

Account Number: 1101-606104-0001-71299

This Fiscal Year Impact:       \$8,400

Annual Impact:

Project:

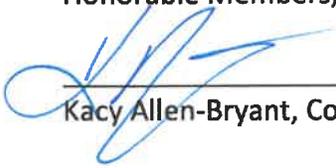
Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** March 12, 2026

**SUBJECT:** Welcoming Certification Agreement between Welcoming America and Lexington-Fayette Urban County Government for Global Lex

**Request:**

Request Council Authorization for the Mayor to execute the Certification agreement between Welcoming America and Lexington-Fayette County Government for Global Lex.

**Why are you requesting?**

Global Lex will perform actions required to receive and maintain Certified Welcoming status, including compliance with the Welcoming Standard and Standard Operating Procedure. Many cities in this region use the framework as a way to better understand existing programs, identify gaps, and develop a strategic roadmap for working more effectively with local partners.

For Global Lex, the primary benefit is having an objective third-party assessment that helps us identify opportunities to better coordinate with existing institutions and avoid duplicating services that partners like schools, libraries, or nonprofits may already provide.

Since Global Lex has not conducted a comprehensive strategic assessment of community needs in several years, we felt this was a cost-effective way to establish a clearer roadmap and ensure our efforts remain aligned with the broader work already happening across Lexington.

This contract will be valid from the Effective Date of Council approval and will continue in force for four years and may renew for additional periods subject to agreement by Welcoming America and approval by Lexington-Fayette Urban County Council. LFUCG may terminate this contract upon 30 days written notice to Welcoming America.

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

\$8,400 in FY26 for the first four-year term of the agreement

**Are the funds budgeted?**

Yes, in 1101-606104-0001-71299.





**WELCOMING CERTIFICATION AGREEMENT**  
between  
Welcoming America  
And  
Lexington-Fayette Urban County Government

This Agreement, effective as of execution (the “effective Date”), is by and between Welcoming America (“Welcoming America” or “WA”) established and registered in the state of Georgia, and the Lexington-Fayette Urban County Government (“Client”), whose place of business is in Kentucky, United States.

**1. OBLIGATIONS OF THE CLIENT**

1.1 The Client will perform all actions required to receive and maintain Certified Welcoming, as determined in good faith by WA. This includes compliance with the Welcoming Standard that WA has established and that it may modify from time to time, a current copy is included as part of this Agreement as an attachment.

1.2 The Client agrees that WA will have the right upon notice to audit Client for its compliance with Welcoming Standards, and in that process, WA may use contractors or other third parties.

1.3 The Client will not in any event make use of its Certification or lack thereof in such a manner as to bring Welcoming America into disrepute, and will not make any statement regarding its Certification or lack thereof, which is misleading or unauthorized, nor make any statement or other communication that is disparaging of WA or could place WA in a negative light.

1.4 The Client will only refer to or promote its Certification in accordance with the guidelines outlined in Welcoming Standards and the Certified Welcoming [Standard Operating Procedure](#), as provided by WA from time to time.

**2. CERTIFICATION FEES AND PAYMENT**

2.1 The Client will pay the Certification Fees of \$8,400, which are non-refundable. Non-payment of fees is grounds for immediate termination of this Agreement at any time by WA and withdrawal of the Certificate of the Client. The Lexington-Fayette Urban County Government is receiving a 30% discount on their \$12,000 Certified Welcoming fees for being a member of the Welcoming Network.



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### **3. OBLIGATIONS OF WELCOMING AMERICA**

3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.

3.2 WA will license to Client the use of WA's Welcoming Certification mark and logo for use in compliance with this Agreement on a non-exclusive basis.

3.3 Without disclosing Client's "Confidential Information," Welcoming America will promote certified client communities on a regional, local, and international scale in its discretion.

### **4. CONFIDENTIAL INFORMATION AND OWNERSHIP OF MARKS**

4.1 Both Parties agree to maintain each other's non-public Confidential Information on a confidential basis, subject to disclosures required by law, regulation.

4.2 As between WA and Client, WA has and shall retain all right, title and interest, including any intellectual property rights, to any trademarks, trade names, logos, designs and other identifying or proprietary materials associated with WA or the Welcoming Certification.

### **5. DURATION AND TERMINATION OF CONTRACT**

5.1 This contract will be valid from the Effective Date and will continue in force for four years and may renew for additional periods subject to agreement by Client and Welcoming America and approval by Lexington-Fayette Urban County Council

5.2 Client may terminate this contract upon 30 days written notice to Welcoming America.

5.3 Welcoming America may terminate this contract upon notice with immediate effect if:

(a) the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in an inaccurate or unauthorized way;

(b) the Client fails to pay Certification Fees;

(c) the Client is decertified;



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(d) a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees; or

(e) if Client fails to comply with the then current Welcoming Standards or Certified Welcoming [Standard Operating Procedure](#).

**6. SEVERABILITY; GOVERNING LAW**

6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the Agreement will remain valid.

6.2 This Agreement shall be governed by the internal laws of the State of Georgia, without regard to conflict or choice of law principles. Exclusive jurisdiction and venue for any disputes or claims shall be within the state and federal courts of the State of Georgia.

Agreed and Signed on \_\_\_\_\_.

Agreed and Signed on \_\_\_\_\_.

\_\_\_\_\_  
Kisha Wesley  
Operations Director  
Welcoming America

\_\_\_\_\_  
Linda Gorton, Mayor  
Lexington-Fayette Urban  
County Government

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0236-26**

**File ID:** 0236-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Environmental Quality & Public Works (EQPW) Committee

**File Created:** 03/13/2026

**File Name:** AED's in DES offices

**Final Action:**

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a three-year Service Agreement and related documents with Cintas, for lease of Automated External Defibrillator (AED) Units, for the Div. of Environmental Services, at an annual cost not to exceed \$9,720. [Div. of Environmental Services, Carey]

**Notes:** RIO 3/17/20256. MS

**Sponsors:**

**Enactment Date:**

**Attachments:** bluesheet memo Cintas Agreement for AEDs for DES.pdf, Phoenix Building Zoll 3 Agreement Versailles Location\_Cintas Legal 3.5.2026.pdf, Versailles Rd Zoll 3 Agreement\_Cintas Legal 3.5.2026.pdf, RESO 0236-26 AED's in DES offices 4917-0606-1465 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Burke

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0236-26

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a three-year Service Agreement and related documents with Cintas, for lease of Automated External Defibrillator (AED) Units, for the Div. of Environmental Services, at an annual cost not to exceed \$9,720. [Div. of Environmental Services, Carey]

#### Summary

Authorization to sign Agreements with Cintas for the installation of and three year leases for Automated External Defibrillators (AED's) to be located in the Urban & Community Forestry office suite at 1306 Versailles Road and at the Public Information & Engagement office suite at 101 East Vine Street. At a cost of \$9,720. Funds are Budgeted. (L0236-26)

(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Todd Henning, March 12, 2026

Fully Budgeted: Yes

Account Number:      1101-313201-3095-75101 \$485.00  
                                 1101-313201-3092-75105 \$1,000.00  
                                 1115-313201-3093-71299 \$2,510.00  
                                 1115-313201-3095-75101 \$4,375.00  
                                 1101-313201-3703-75105 \$1,350.00

This Fiscal Year Impact:      \$9,720.00

Annual Impact:      \$

Project:

Activity:

Budget Reference:

Current Balance:      1101-313201-3095-75101 \$8,926.94  
                                 1101-313201-3092-75105 \$1,034.17  
                                 1115-313201-3093-71299 \$3,700.00  
                                 1115-313201-3095-75101 \$165,393.80  
                                 1101-313201-3703-75105 \$3,674.98



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

**FROM:**   
Jennifer M. Carey, P.E., Director  
Division of Environmental Services

**DATE:** January 13, 2026

**SUBJECT:** Agreements with Cintas for AEDs at DES Offices

**Request**

The purpose of this memorandum is to request Council authorization for the Mayor to sign agreements with Cintas for the installation of and three-year leases for Automated External Defibrillators (AEDs) to be located in the Urban & Community Forestry office suite at 1306 Versailles Road and at the Public Information & Engagement office suite at 101 East Vine Street.

**Why are you requesting?**

Although Cintas is a provider on the Omnia contract, they require a signature on each service agreement to confirm the order.

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

The cost for FY26 is \$9,720. There will be no costs in the next two FYs.

**Are the funds budgeted?**

Yes, funds are budgeted in:

- 1101-313201-3095-75101 - \$ 485.00
- 1101-313201-3092-75105 - \$1,000.00
- 1101-313201-3703-75105 - \$1,350.00
- 1115-313201-3093-71299 - \$2,510.00
- 1115-313201-3095-75101 - \$4,375.00

**File Number:** 0236-26

**Director / Commissioner:** Carey / Albright



# Cintas Combination First Aid and Safety Service Agreement

## CUSTOMER INFORMATION

Company Name ("Customer"): LFUCG - Phoenix Building Phone: 859.425.2518  
 Email: sdonaldson@lexingtonky.gov Customer #: 22079537  
 Physical Address: 101 East Vine Street (Suite 130), Lexington, Kentucky 40507

### THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	PRICE / UNIT	# OF UNITS	MONTHLY PRICE
THE SAFETY DIRECTOR® EYEWASH BUNDLE	\$ /unit		\$ 0.00 /month
THE SAFETY DIRECTOR® EYEWASH UPGRADE	\$ /unit		\$ 0.00 /month
ONE-TIME WALL MOUNT INSTALLATION FEE (618333)	\$ /unit		

### AUTOMATED EXTERNAL DEFIBRILLATORS

AED DEVICE	CASE	PRICE PER UNIT	# OF UNITS	MONTHLY PRICE
<input type="checkbox"/> LIFELINE <input type="checkbox"/> LIFELINE VIEW	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
<input type="checkbox"/> ZOLL® AED PLUS® <input checked="" type="checkbox"/> ZOLL® AED 3	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 135.00 /unit	1	\$ 135.00 /month
MEDICAL DIRECTION <input checked="" type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™				
TRAINING AHA HEARTSAVER™ FA/CPR/AED COURSE \$ /CLASS				

By checking this box and initialing, Customer affirmatively opts out of the AED Services as defined in the AED Delivery Confirmation Initials \_\_\_\_\_

### WATERBREAK®

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ /unit		\$ 0.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

**BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGES 2. CUSTOMER FURTHER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO EXECUTE A DELIVERY CONFIRMATION FOR EACH SERVICE REQUESTED BY CUSTOMER, BEFORE CINTAS INSTALLS THE PRODUCT(S) REQUESTED HEREUNDER. SUCH DELIVERY CONFIRMATION WILL INCLUDE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND AGREED TO BY CUSTOMER. THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS THAT HE OR SHE HAS ALL AUTHORITY NECESSARY TO BIND CUSTOMER TO ITS TERMS.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: Mayor





is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer within a reasonable period of time following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement Device. If Customer opted-out of the AED Services, Cintas has no liability of any kind in relation to, and Customer agrees to defend, indemnify, and hold Cintas harmless against, all liabilities and claims of any kind including losses or damages to person or property (including death) caused in connection with or arising from the AED Product(s).

- 12. Scope and Limitations of Eyewash Service.** In the event that Customer requests Eyewash Product(s)/Eyewash Service, the scope of Cintas's responsibilities under this Agreement is limited to delivering the Eyewash Product(s) and performing Eyewash Service as defined in the Eyewash Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the Eyewash Product(s) between Cintas's periodic Eyewash Service visits. Customer further acknowledges that it bears sole responsibility for ensuring that Eyewash Product(s) and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. Customer expressly acknowledges that the status of the Eyewash Product(s) can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status, including but not limited to any change in signage.
- 13. Installation.** Customer acknowledges it is responsible for designating the location that the Products will be installed in Customer's property and ensuring all necessary access, including electrical and plumbing, is available. Cintas may choose not to install Products if technical issues are encountered or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface(s), including but not limited to, patching, covering, painting or texturing work. Further, at the end of the Agreement, Cintas shall not be responsible for any repairs necessitated by the removal of the Products, including but not limited to, patching, covering, painting or texturing work.

<sup>10</sup> Appropriation or Public Funds. Cintas acknowledges that the Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. Subject to the cancellation requirements set forth in Section 16, in the event that public funds are unavailable and not appropriated for the performance of the Customer's obligations under this contract, then the contract shall expire without penalty to the Customer thirty (30) days after written notice to Cintas of the unavailability and non-appropriation of public funds. It is expressly agreed that the Customer shall not activate this non-appropriation provision for its convenience, or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Customer's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action which adversely affects the Customer's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Customer upon written notice to Cintas of such limitation or change in the Customer's legal authority.

**Commented [SG3]:** This is a business decision; no legal concerns

For full terms and conditions including delivery terms and conditions please go to <https://www.cintas.com/firstaidsafety/fas-universal-agreement/>



# Cintas Combination First Aid and Safety Service Agreement

## CUSTOMER INFORMATION

Company Name ("Customer"): LFUCG Phone: 859.425.2518  
 Email: sdonaldson@lexingtonky.gov Customer #: 22079537  
 Physical Address: 1306 VERSAILLES RD, LEXINGTON, K 40504

### THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	PRICE / UNIT	# OF UNITS	MONTHLY PRICE
THE SAFETY DIRECTOR® EYEWASH BUNDLE	\$ /unit		\$ 0.00 /month
THE SAFETY DIRECTOR® EYEWASH UPGRADE	\$ /unit		\$ 0.00 /month
ONE-TIME WALL MOUNT INSTALLATION FEE (618333)	\$ /unit		

### AUTOMATED EXTERNAL DEFIBRILLATORS

AED DEVICE	CASE	PRICE PER UNIT	# OF UNITS	MONTHLY PRICE
<input type="checkbox"/> LIFELINE <input type="checkbox"/> LIFELINE VIEW	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
<input type="checkbox"/> ZOLL® AED PLUS® <input checked="" type="checkbox"/> ZOLL® AED 3	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 135.00 /unit	1	\$ 135.00 /month
MEDICAL DIRECTION <input checked="" type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™				
TRAINING AHA HEARTSAVER™ FA/CPR/AED COURSE \$ /CLASS				

By checking this box and initialing, Customer affirmatively opts out of the AED Services as defined in the AED Delivery Confirmation Initials \_\_\_\_\_

### WATERBREAK®

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ /unit		\$ 0.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

**BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGES 2. CUSTOMER FURTHER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO EXECUTE A DELIVERY CONFIRMATION FOR EACH SERVICE REQUESTED BY CUSTOMER, BEFORE CINTAS INSTALLS THE PRODUCT(S) REQUESTED HEREUNDER. SUCH DELIVERY CONFIRMATION WILL INCLUDE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND AGREED TO BY CUSTOMER. THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS THAT HE OR SHE HAS ALL AUTHORITY NECESSARY TO BIND CUSTOMER TO ITS TERMS.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



## UNIVERSAL TERMS AND CONDITIONS

Cintas Corporation No. 2 db/a Cintas First Aid & Safety ("Cintas") will provide Customer the Automatic External Defibrillator(s) ("Devices"), The Safety Director® Emergency Eyewash Station(s) ("Eyewash Stations") and the Water/Break® Cooler Units ("Units") and collectively with the Devices, Eyewash Stations, related products, and services outlined herein, "Products" and individually a "Product" as selected by Customer, in accordance with the terms and conditions of this ("Agreement"). Customer shall select the Products desired by Customer on the pricing tables (each a "Pricing Table") shown on the first page of the Agreement. These Universal Terms and Conditions apply to all Products selected by Customer.

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). Any terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas. The Parties agree and acknowledge that Cintas will be Customer's exclusive provider of first aid and safety goods and services for every Customer location that lies within Cintas's normal operating service areas. By signing this Agreement, Customer agrees and acknowledges that Customer will execute a Delivery Confirmation ("Delivery Confirmation") for each service requested by Customer, before Cintas installs the Product(s) requested hereunder. Such Delivery Confirmation will include additional terms and conditions, which are hereby incorporated into this Agreement and agreed to by Customer.
- Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the first Product to the Customer, which shall be reflected in the first invoice from Cintas to Customer ("Initial Term"). This Agreement will renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the monthly price for use of the Products as shown in each Pricing Table ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of notice of the increase, which may be in the form of an invoice. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.
- Payment Terms; Credit.** Invoices shall be due within thirty (30) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may: (1) suspend the delivery of Products pending receipt of cash or satisfactory security from Customer; or (2) repossess the Products. If Customer fails to pay amounts due to Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees.
- Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at Cintas's nearest First Aid and Safety service office. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all Products are returned in good working order or Purchased at the Product's Replacement Cost (as defined below).
- DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT CINTAS DOES NOT MANUFACTURE THE DEVICES, EYEWASH STATIONS, OR UNITS AND THEREFORE ALL PRODUCTS WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PRODUCTS PURSUANT TO THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DATED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS SIGNED BY CINTAS. (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE; (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, AND OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THE PRODUCTS.
- LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/pricing are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended, IF SUCH OF OR ITS REPRESENTATIVES OR AGENTS OR OTHER REPRESENTATIVES OF ANY KIND THAT ARE LIABLE FOR ANY LOSS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE, AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
- Government Law Disputes.** This Agreement shall be governed by, and all disputes arising hereunder resolved in accordance with, the laws of the State of Ohio. Any dispute relating to this Agreement, other than an action for collection of fees owed to Cintas, shall be resolved by binding and final arbitration. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSIDERED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any dispute shall be Warren County, Ohio.

7. Governing Law; Disputes. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

- Cintas not an Insurer.** Customer acknowledges and agrees that neither Cintas nor its representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the Products. Customer releases and waives all rights of recovery against Cintas by way of subrogation.

- RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/all OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE PRODUCT(S) OR SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE, AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

- RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** TO THE EXTENT ALLOWABLE BY LAW, CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/all OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE PRODUCT(S) OR SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE, AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THIS SHALL NOT BE DEEMED A WAIVER OF SOVEREIGN IMMUNITY OR ANY OTHER THIRD PARTY DEFENSE.

- LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF A ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

- Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike, work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof, or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

- Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation and is enforceable in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

- Assignment.** This Agreement cannot be assigned by the Customer without Cintas's written consent, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

- Entire Agreement; Amendments; Waiver; Severability.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer. No amendment of this Agreement is effective unless it is signed by Customer and Cintas. A waiver by either party of a breach of this Agreement will not constitute or be construed as a waiver of any subsequent breach of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion.

- Replacement Cost.** In the event any Product is lost, stolen, or damaged beyond repair, Customer will reimburse Cintas for Cintas's actual cost to replace such Product, which shall include the cost of the replacement Product, all necessary labor to install the replacement Product or remove the existing Product, and all other cost actually incurred by Cintas to replace such Product ("Replacement Cost"). The payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer agrees to make the Products available to Cintas for maintenance during the then-current term.

- Cancellation; Return of Product(s).** Customer may cancel the Agreement at any time with a 30-day advance written notification. If Customer terminates the Agreement prior to the end of the then-current term for any reason other than a material breach by Cintas or if Cintas terminates this Agreement for a material breach by Customer, Customer shall pay all remaining Monthly Service Charges owed through the end of the then-current term. Upon any such cancellation, or at the expiration of this Agreement, Cintas shall regain possession of the Product(s) in the same condition as originally delivered, ordinary wear and tear excepted, provided however that Customer shall have the option to purchase any Devices or Eyewash Stations for \$399 at the time of such cancellation or expiration. Customer acknowledges Cintas shall be entitled to repossess the Product(s) following cancellation or expiration of the Agreement and customer shall grant Cintas access to the Product(s) for such purpose.

- Scope and Limitations of AED Service.** In the event that Customer requests AED Product(s)/AED Services, the scope of Cintas's responsibilities under this Agreement is limited to delivering AED Product(s), performing AED Services as defined in the AED Delivery Confirmation, (unless Customer opted-out of the AED Services, in which case Cintas will not provide the AED Services) and providing access to the AED Product(s). Cintas's Directly as outlined in the AED Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Product(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Product



Commented [SG1]: These edits are acceptable.

Commented [SG2]: These edits are acceptable.

is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer within a reasonable period of time following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement Device. If Customer opted-out of the AED Services, Cintas has no liability of any kind in relation to, and Customer agrees to defend, indemnify, and hold Cintas harmless against, all liabilities and claims of any kind including losses or damages to person or property (including death) caused in connection with or arising from the AED Product(s).

- 18. Scope and Limitations of Eyewash Service.** In the event that Customer requests Eyewash Product(s)/Eyewash Service, the scope of Cintas's responsibilities under this Agreement is limited to delivering the Eyewash Product(s) and performing Eyewash Service as defined in the Eyewash Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the Eyewash Product(s) between Cintas's periodic Eyewash Service visits. Customer further acknowledges that it bears sole responsibility for ensuring that Eyewash Product(s) and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. Customer expressly acknowledges that the status of the Eyewash Product(s) can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status, including but not limited to any change in signage.
- 19. Installation.** Customer acknowledges it is responsible for designating the location that the Products will be installed in Customer's property and ensuring all necessary access, including electrical and plumbing, is available. Cintas may choose not to install Products if technical issues are encountered or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface(s), including but not limited to, patching, covering, painting or texturing work. Further, at the end of the Agreement, Cintas shall not be responsible for any repairs necessitated by the removal of the Products, including but not limited to, patching, covering, painting or texturing work.

<sup>10</sup> Appropriation or Public Funds. Cintas acknowledges that the Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. Subject to the cancellation requirements set forth in Section 16, in the event that public funds are unavailable and not appropriated for the performance of the Customer's obligations under this contract, then the contract shall expire without penalty to the Customer thirty (30) days after written notice to Cintas of the unavailability and non-appropriation of public funds. It is expressly agreed that the Customer shall not activate this non-appropriation provision for its convenience, or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Customer's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action which adversely affects the Customer's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Customer upon written notice to Cintas of such limitation or change in the Customer's legal authority.

For full terms and conditions including delivery terms and conditions please go to <https://www.cintas.com/firstaidsafety/fas-universal-agreement/>

**Commented [SG3]:** This is a business decision; no legal concerns

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THREE-YEAR SERVICE AGREEMENT AND RELATED DOCUMENTS WITH CINTAS, FOR LEASE OF AUTOMATED EXTERNAL DEFIBRILLATOR (AED) UNITS, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT AN ANNUAL COST NOT TO EXCEED \$9,720.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a three year Service Agreement, which is attached hereto and incorporated herein by reference, and related documents, with Cintas, for the lease of automated external defibrillator (AED) units, for the Division of Environmental Services, at an annual cost not to exceed \$9,720.00.

Section 2 – That an amount, not to exceed the sum of \$9,720.00 annually, is hereby authorized for payment to Cintas, from accounts # 1101-313201-3095-75101 (\$ 485.00), 1101-313201-3092-75105 (\$1,000.00), 1101-313201-3703-75105 (\$1,350.00), 1115-313201-3093-71299 (\$2,510.00), and 1115-313201-3095-75101 (\$4,375.00), pursuant to the terms of the Service Agreement and related documents.

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  
0236-26:JTH:



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

**File Number: 0237-26**

**File ID:** 0237-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Environmental Quality & Public Works (EQPW) Committee

**File Created:** 03/13/2026

**File Name:** Roof Mounted Solar Photovoltaic Police Sector West

**Final Action:**

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement (awarded pursuant to RFP No. 4-2026) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at Police Sector West, at a cost not to exceed \$54,440.70. [Div. of Environmental Services, Carey]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** bluesheet memo SES Police Sector West Solar PV.pdf, Professional Services Agreement SES RFP 4-2026 Police Solar West.pdf, Police West Solar aerial location.pdf, RESO 0237-26 Roof Mounted Solar Photovoltaic Police Sector West\_4897-5052-3032 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Burke

**Effective Date:**

### History of Legislative File

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

### Text of Legislative File 0237-26

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement (awarded pursuant to RFP No. 4-2026) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at Police Sector West, at a cost not to exceed \$54,440.70. [Div. of Environmental Services, Carey]

#### Summary

Authorization to execute an Agreement with Solar Energy Solutions LLC, pursuant to RFP #4-2026, to install a roof-mounted solar photovoltaic system at Police Sector West. At a

cost not-to-exceed \$54,440.70. Funds are Budgeted. (L0237-26)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Todd Henning, March 13, 2026

Fully Budgeted: Yes

Account Number: 1105-313201-3099-91012

This Fiscal Year Impact: \$54,440.70

Annual Impact: \$54,440.70

Project: SOLAR\_PV\_2025

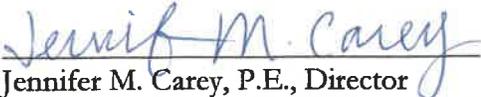
Activity: BUILD\_IMPR

Budget Reference: 2025

Current Balance: \$109,710.71



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

**FROM:**   
Jennifer M. Carey, P.E., Director  
Division of Environmental Services

**DATE:** March 13, 2026

**SUBJECT:** Request authorization to execute an agreement with Solar Energy Solutions LLC for the installation of solar photovoltaics at Police Sector West

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**Request**

The purpose of this memorandum is to request Council authorization for the Mayor to execute an agreement with Solar Energy Solutions LLC, to install a roof-mounted solar photovoltaic system at Police Sector West. The amount of the agreement is not-to-exceed \$54,440.70.

**Why are you requesting?**

The selection committee has recommended the selection of Solar Energy Solutions LLC as the solar installation contractor in response to RFP #4-2026 Solar PV Installation at Police Sector West. The services procured by this contract support LFUCG's policy on energy efficiency to reduce usage of electricity, lower utility costs, and demonstrate environmental stewardship.

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

The cost for FY26 is not-to-exceed \$54,440.70. There will not be any cost in future budget years.

**Are the funds budgeted?**

The funds are fully budgeted in 1105-313201-3099-91012 2025 SOLAR\_PV\_2025 BUILD\_IMPR.

**File Number:** 0237-26

**Director / Commissioner:** Carey / Albright

**pc:** Chief Lawrence Weathers



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of March 24<sup>th</sup>, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SOLAR ENERGY SOLUTIONS LLC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 4-2026. The services are hereinafter referred to as the Project.

**OWNER** and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

**PROFESSIONAL** was selected by **OWNER** based upon its response to the Request for Proposal No. 4-2026.

**PROFESSIONAL** shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF PROFESSIONAL**

**PROFESSIONAL** shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 4-2026 with Addenda (Exhibit "A")  
**PROFESSIONAL'S** proposal dated 3/8/2026 (Exhibit "B"), 151 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2026 (Exhibit "A"), followed by the provisions of Exhibit "B".

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Provide supplemental documentation, as requested by the **OWNER**, to substantiate the system design conforms to **OWNER'S** requirements and use of allowance.

3. Install a roof-mounted solar photovoltaic system as proposed in Exhibit “B”, including supplemental documentation requested by **OWNER**, and subject to the “System Requirements” and “Contractor Requirements” as defined in Exhibit “A”, “Scope of Work”.

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 4-2026 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL**

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

## **SECTION 5 - PAYMENTS TO PROFESSIONAL**

### **5.1 Methods of Payment for Services of PROFESSIONAL**

#### **5.1.1 For Basic Services.**

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is fifty-four thousand, four hundred and forty dollars and seventy cents (\$54,440.70) as established by the "Price Proposal Form" in Exhibit "B".

### **5.2. Times of Payment.**

**5.2.1. PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

### **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

**5.3.2.** In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

**5.3.3.** In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1. PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

## **6.2. Ownership and Reuse of Documents.**

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

## **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

## **6.4. Successors and Assigns.**

**6.4.1. PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

## **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

## **6.6. Accuracy of PROFESSIONAL'S Work.**

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

## **6.7. Security Clause.**

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

## **6.8. Access to Records.**

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

## **6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 4-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS**

- 8.1. This Agreement is subject to the following provisions.

**8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or

their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):**

Signature: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

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

**PROFESSIONAL (SOLAR ENERGY SOLUTIONS LLC):**

Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF ( \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me by

\_\_\_\_\_ as \_\_\_\_\_ for

and on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY  
4862-8745-9509, v. 1



# Lexington-Fayette Urban County Government

## Request for Proposals

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2026 Solar PV Installation at Police Sector West** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 10, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

A pre-proposal conference has been scheduled for February 24, 2026, 2:00 pm, at 1795 Old Frankfort Pike, Lexington, KY.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the

bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

The LFUCG’s Selection Committee shall consider the following factors when it evaluates the proposals received:

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions regarding this RFP shall be addressed through:**  
<https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

**NOTARY PUBLIC, STATE AT LARGE  
EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323





## LEXINGTON

### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	_____	<b>Date:</b>	_____
<b>Project Name:</b>	_____	<b>Project Number:</b>	_____
<b>Contact Name:</b>	_____	<b>Telephone:</b>	_____
<b>Email:</b>	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 (Click or tap here to enter text.)

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

## Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

## SCOPE OF WORK

### **Location**

1795 Old Frankfort Pike, Police Sector West

### **Introduction**

LFUCG is soliciting proposals from qualified solar PV providers to design and install a ballasted solar photovoltaic system at Police Sector West. Respondents must demonstrate experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

### **System Requirements**

Total capacity of the system shall be no less than 23 kW-dc and not exceed 30 kW-dc. A nominal layout is shown in **Figure 01**.

Racking components shall not obstruct drainage to the roof drains. Roof drains shall be visible and accessible for maintenance.

The installed system shall not invalidate the existing JOHNS MANVILLE roof guarantee. Required modifications shall be performed by a JOHNS MANVILLE approved roofing contractor, including all documentation and any necessary inspections. Refer to attached files **Roof Overburden Form.pdf** and **Roof Guarantee Sample.pdf**

The distributed load imparted by the system under design conditions shall not exceed six and a half (6.5) pounds per square foot. A detailed load analysis is required as part of the Technical Approach.

Ballast block shall conform to ASTM C90 and ASTM C1884.

All components shall be UL listed for their designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Each module shall have a dedicated optimizer.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). Lists are available at the CEC website:

<https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, the interface must show the status of each module and inverter(s) and allow the download of aggregate power data in increments not greater than one hour. The interface shall be provided at no cost to LFUCG for a period of at least three (3) years.

No cables shall contact the roof surface. Racking solutions shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

### **Contractor Requirements**

#### *--- Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

Contractor shall submit to Owner the roofing contractor's proposal for maintaining the roof warranty, including all forms required.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor shall provide the load analysis for the ballasted system including specifications for related components, e.g. ballast material, slip sheets, etc.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

#### *--- During Construction*

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

The Contractor shall utilize an approved JOHNS MANVILLE roofing contractor to perform all necessary modifications to the roof to preserve the existing roof guarantee.

The Contractor is responsible for establishing communication between the inverter and the internet using an Ethernet cable, at the direction of LFUCG Information Technology.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

The Contractor shall notify LFUCG of any changes relative to the bid proposal. Such “change order” requests must be accepted by LFUCG in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

#### *--- After Construction*

As a condition of full payment, the Contractor shall provide to LFUCG the following deliverables in PDF format:

- List of warranty expiration dates of all components under warranty,
- Operations and maintenance manual,
- As-built electrical drawings, and
- As-built solar performance model, and
- Roof Warranty documentation.

After 30 days of operation, the Contractor shall review generation data and provide a report to LFUCG to affirm that system output is meeting expectations.

Workmanship Warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

#### **Design Guidance**

The racking system will need to accommodate elevation differences due to the presence of roof crickets (for drainage). **Figure 01** provides a recommended layout relative to roof drains. Letter “e” is the location of an electrical conduit penetration reserved for solar.

The height of the parapet is 24 inches.

Three-phase electrical service is provided by Kentucky Utilities. 15-minute interval data is available in attached file **Usage\_15min.csv**

#### **Proposal Format**

*// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //*

#### Company Profile

Company name:

Company address:

Year established:

Number full time employees:

Elaborate on company’s focus on solar with respect to other services and company’s impact and presence in Lexington: *{Response}*

Project Experience

Specific to solar PV systems installed by the company in calendar year 2024,

What was the total number of systems installed?

What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU:  
{Response}

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

(A) Person responsible for the system design,

(B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: {Response}

Technical Approach

Include as attachments the following items:

- PV module specifications
- Inverter specifications
- Optimizer specifications
- Racking specifications
- For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system
- Line diagram for dc/ac wiring showing component path from modules to point of interconnection
- Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal.

Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section.

{Response}

## Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
<b>TOTAL</b>	<b>100 points</b>

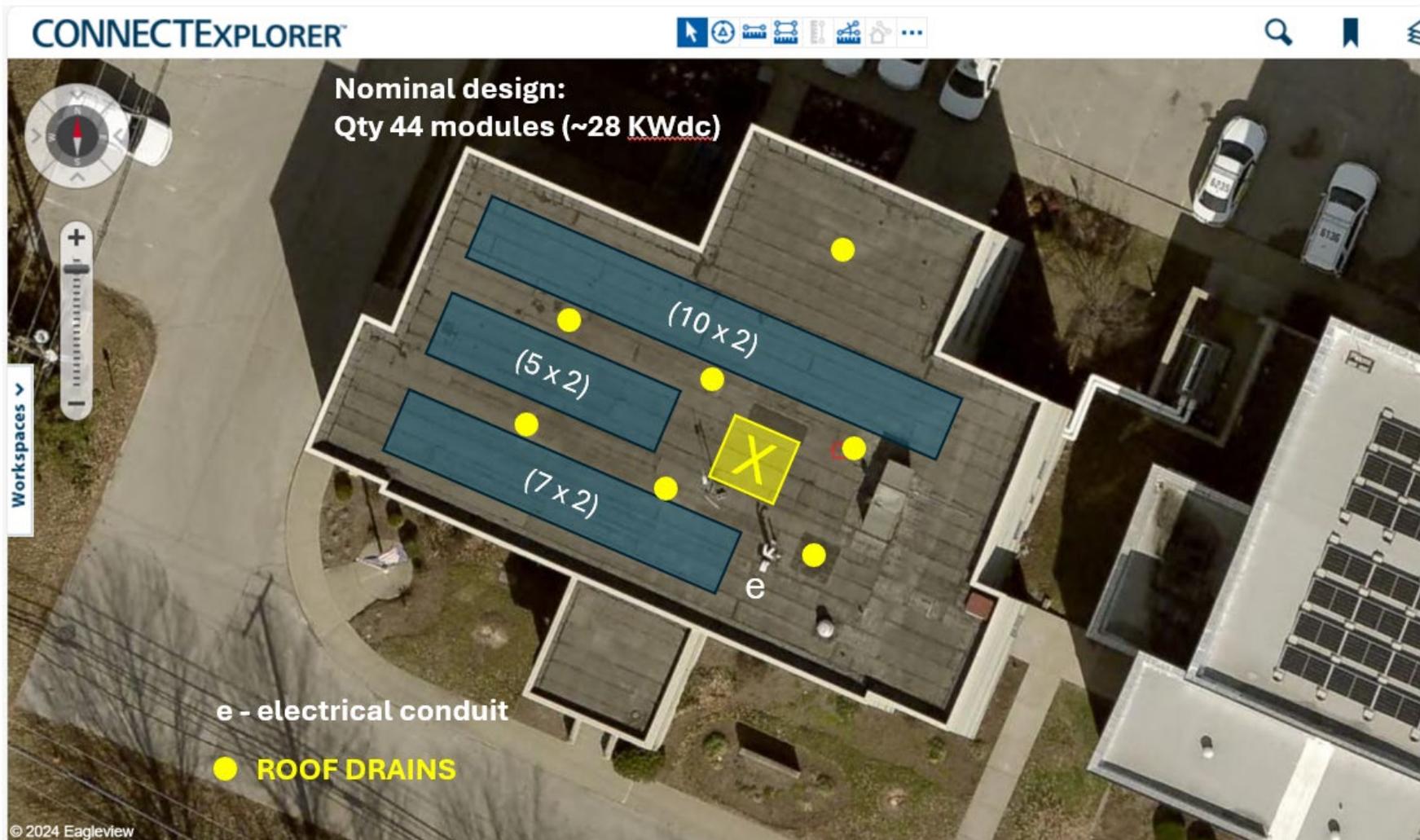


Figure 01

## RFP 4-2026 Price Proposal Form Solar PV Installation

<b>1795 Old Frankfort Pike, Police Sector West</b>	
Array Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Racking & Ballast Materials	\$
Labor	\$
Roof Warranty Requirements (foot pads, slip sheets, etc)	\$
Other w/ Description	\$
Owner Allowance (mandatory)	\$3,000
<b>TOTAL</b>	\$

---

Printed Name of Authorized Representative

---

Title of Authorized Representative

---

Signature of Authorized Representative



**ADDENDUM #1**

RFP Number: #4-2026

Date: February 26, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. See attached pre-proposal sign-in sheet.
2. Supplemental information related to the JOHNS MANVILLE roof guarantee is provided in the attached file **Johns Manville Guarantee.pdf**.
3. The installed system shall not invalidate the existing KINGSPAN insulated panel warranty. Any modifications to the panels, if necessary, shall be performed by a KINGSPAN approved contractor, including all documentation and any necessary inspections. For questions, contact Andy McIntyre, Regional Sales Manager, Kingspan Insulated Panels, 614-444-0110 (office), 740-400-9365 (mobile), [andy.mcintyre@kingspan.com](mailto:andy.mcintyre@kingspan.com). Refer to the attached file **Kingspan Warranty.pdf**.



- 4. LFUCG will provide a penetration between the basement and Floor 1 and a penetration between Floor 1 and Floor 2 for electrical line runs. The penetrations will be three (3) inches in diameter, minimum.



Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



SIGN-IN SHEET

Pre-Proposal Meeting #4-2026 Solar PV Installation at Police Sector West  
 February 24, 2026 @ 2:00 pm

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	<a href="mailto:stone@lexingtonky.gov">stone@lexingtonky.gov</a>
Sherita Miller	LFUCG		859-258-3320	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>
James Bush	LFUCG, Env Services		859-425-2879	<a href="mailto:jbush@lexingtonky.gov">jbush@lexingtonky.gov</a>
Adeel Azeem	LFUCG, Env Services		859-425-2806	<a href="mailto:aazeem@lexingtonky.gov">aazeem@lexingtonky.gov</a> ✓
Tyson S. e. Arce	LFUCG CPD		855 472 7266	TEARORR@LEXINGTON POLICE.KY.GOV
DAVE MADDA	LFUCG FAC.			DMADDA@LEXINGTONKY.GOV
Nathan Mann	Mann Solar		859-428-7292	nathandmannsolar.com
LOLY WOOD	LFUCG General services		859-285-7740	wood@lexingtonky.gov
JASON JOHNSON	Calhoun Construction		850 450 7650	jason.johnson@calhounconstruction.com
MIKE BOWMAN	Solar Energy Solutions		859-618-4844	MIKEB@SESRE.COM
KYLE M SCAZZY	" " "		859 338-3857	KYLEM@SESRE.COM
Josh Frederick	Southern Solar & Electrical Contracting		502-387-2630	josh.fredrick@sselky.com
MIKE SASSER	Southern Select Electrical Contracting		502-936 8341	MIKE.SASSER@SSSELKY.COM



### LIMITED PAINT FINISH WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for the time periods indicated below (see checkmark denoting applicable paint finish) from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), that the paint finish on the exterior of the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service.

Applicable paint finish covered under this warranty:

✓ Fluropon® / Illumipon™ - <b>Arabian Blue 436B2550</b>
✓ Fluropon® Classic II / Fluropon® Classic - <b>Silver Grey 439Z11278MD, Medium Grey 439Z11077MD</b>
Flurothane®
Flurothane® Coastal
WeatherXL™

a. Film Integrity:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal, WeatherXL™: Will not exhibit cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation for a period of 20 Years.

b. Chalking:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not chalk in excess of ASTM D-4214 method A number 8 rating when properly maintained for a period of 20 Years.
- ii. WeatherXL™: Will not chalk in excess of ASTM D-4214 method A number 6 rating on roof panels and a number 8 rating on wall panels, when properly maintained for a period of 20 Years.

c. Color Fade:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not exhibit color change more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244 for a period of 20 Years.
- ii. WeatherXL™ : Will not exhibit color change more than seven (7.0) Hunter delta-E units on roof panels and five (5.0) Hunter delta-E units on wall panels as determined by ASTM method D-2244 for a period of 20 Years.



- A. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface.
  - B. Minute fracturing which may occur in proper fabrication of panels and panel components is not a warranted condition. Failure due to substrate corrosion is not a covered Warranty Condition. It is acknowledged and accepted by Owner that color changes may not be uniform on surfaces that are not equally exposed to the sun and elements, and Kingspan does not warrant that color changes will be uniform.
2. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
3. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. This warranty applies only to buildings whereas the panel face is installed on the outside of the building and is exposed to the exterior environment. Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
4. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
5. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
6. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;



- iii. have been used, and maintained both inside and outside, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
- iv. Flurothane® Coastal Paint Finish “Product”, Owner shall perform a “sweet water” / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. Owner shall maintain records of the maintenance.
- v. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;
- vi. not have been damaged:
  - A. due to accident, neglect, negligence, misuse, aggressive cleaning products, or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, animal waste, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;



- E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere (i., listed below, denotes a finish exception to this clause), atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior;
    - i. Flurothane® Coastal Paint Finish “Product” is warranted for installation on property located within 1,500 or fewer feet from a marine (salt water) atmospheric environment. Flurothane® Coastal is the only approved paint finish for Product installed in a Saline water (salt water), Marine water (seawater), including Coastal, Brackish, and Brine water environments.
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials;
  - I. Staining caused by water damage and/or condensation; or
  - J. Due to areas sheltered from periodic washing by natural rainfall or man-made fresh water rinse.
- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.



- d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
7. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) refinishing the defective panels; or (ii) reimbursement for the cost of refinishing the panels exhibiting defective paint finish, provided however, that such repair obligation be limited to the actual cost of the warranty repair work, and in no event shall be more than the original cost of the material supplied by Kingspan. Refinishing must be performed by Kingspan or a Kingspan approved contractor, using standard finishing practices and materials approved by Kingspan. Kingspan reserves the right to approve any contract for such refinishing. The Warranty Period for any refinished panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a finish of equal quality and price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement finish. The remedy set forth in this Section 7 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.
8. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE ORIGINAL COST OF THE MATERIAL SUPPLIED BY KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to



- parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
  12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
  13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
  14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
  15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
  16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
  17. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY)  <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fisherville, KY 40023-8710

This Limited Paint Finish Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel - Exterior Finish Silver Grey 439Z11278MD	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/23/2025
4.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	6/2/2025
5.	1000111789	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	8/18/2025
6.	1000114014	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	11/3/2025
7.	1000114953	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)

**Kingspan Insulated Panels, Inc.**  
[kingspanpanels.com](http://kingspanpanels.com)

726 Summerhill Drive | Deland | FL 32724  
 United States

T: (877) 638 3266  
 E: [info.NA@kingspanpanels.com](mailto:info.NA@kingspanpanels.com)

Federal ID #59-0914923. Registered Office: Kingspan Insulated Panels, Inc. | 726 Summerhill Drive | Deland | FL 32724 | United States.  
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Limited Paint Finish Warranty 2024  
 April 30, 2025 – REV 1  
 Page 8 of 8



### **LIMITED PANEL WARRANTY**

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 2 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service. The Product, if properly installed, will not show evidence of excessive deflection or delamination under conditions within panel design limits determined by Kingspan. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.



5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
- a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
- A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
9. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
10. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
11. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
12. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.



13. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
14. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
15. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
16. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY) <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fisherville, KY 40023-8710

This Limited Panel Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)

**Kingspan Insulated Panels, Inc.**  
kingspanpanels.com

726 Summerhill Drive | Deland | FL 32724  
United States

T: (877) 638 3266  
E: info.NA@kingspanpanels.com



### LIMITED WEATHERTIGHTNESS WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”), and the Installer whose name appears on Exhibit A attached hereto (the “Installer”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 20 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the Kingspan panel system and all ancillaries applicable only to weathertight installation supplied by Kingspan as part of the panel system (collectively, the “Product”) shall remain weathertight. The Installer or the Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. The Installer is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period (the “24-Month Installer Warranty Period”). Owner shall be solely responsible for notifying Installer of all leaks discovered during the 24-Month Installer Warranty Period within 15 days of such discovery. The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner. Kingspan’s responsibility under this Limited Warranty shall take effect only at the conclusion of the Installer’s 24 month leak-free warranty responsibility period and shall apply only for leaks that first manifest after such period that do not result from improper installation or usage. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. If the Installer’s business is no longer in existence, defaults or ceases to perform its duties under this Limited Warranty, then the Installer’s period of responsibility becomes the Owner’s. This warranty applies only to buildings whereas the panel is installed on the outside of the building and is exposed to the exterior environment. Panels, Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.



4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
  
5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
  - A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A and (ii) the Installer identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan and Installer for all investigation costs incurred by Kingspan and Installer for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. The Weathertightness Eligibility Requirements attached hereto as Exhibit B are herein incorporated and made a part of this Limited Warranty, subject to execution by both Owner and Installer.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty may only be transferred to a subsequent owner of the Project, within original Warranty Period, upon prior written approval and acceptance by the Installer and Kingspan. All costs to process a request to transfer this Limited Warranty will be paid for by the party requesting the transfer. No such transfer will be deemed or construed to extend the Warranty Period.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.



15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
17. This Limited Warranty is effective only once this document has been signed and dated by all parties listed below.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the dates listed below.

INSTALLER:  
Archway Roofing

By: \_\_\_\_\_  
Name:  
Title:  
Date:

OWNER:  
Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Name:  
Title:  
Date:

If signature is by Owner's agent say, "By duly Authorized Owner's Agent", under title above.

KINGSPAN:  
Kingspan Insulated Panels Inc.

By: \_\_\_\_\_  
Name:  
Title:  
Date:



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	
<b>Owner:</b> Lexington-Fayette Urban County Government Address: 200 E Main St. City/Region: Lexington, KY 40507	Address: 1795 Old Frankfort Pike  City/Region: Lexington, KY 40504
<b>Installer:</b> Archway Roofing Address: 4809 Jennings Ln. City/Region: Louisville, KY 40218	<b>Customer:</b> Norrenbrock Co (KY) Address: 18010 Meeting House Rd. City/Region: Fisherville, KY 40023-8710

This Limited Weathertightness Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Vertical Walls* or Roofs**	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Walls	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Walls	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Walls	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Walls	Columbus	12/3/2025

\* Panel systems applied as sloped walls are expressly excluded from this Limited Warranty unless previously approved in writing by Kingspan.

\*\* Panel systems applied as roofs must have a minimum slope of .25:12 to be included in this Limited Warranty.

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



EXHIBIT B  
Weathertightness Eligibility Requirements

Weathertight warranties are provisionally offered (quoted) by Kingspan. Final offering is dependent on Kingspan approval of project specifications, Project drawings (specific to weathertightness), installer certification, and site inspection results.

Weathertightness Warranty, including duration, must be requested at time of initial quotation request by Kingspan customer. Weathertight warranty must be clearly defined in the project specifications, in order to be considered eligible for any Kingspan weathertight warranty. A copy of the project specifications must be submitted to Kingspan at time of quotation request. A valid order must be placed with Kingspan, order acknowledgement(s) to be signed and returned (as requested).

Kingspan Roof and Wall panel system, inclusive of all ancillaries supplied by Kingspan applicable to weathertight installation, are required to be installed by a Kingspan Trained and authorized Installer.

Project specific shop drawings, of the Kingspan Roof or Wall panel system applicable to the weathertightness warranty, are required to have been:

- contracted with/completed by Kingspan; or
- drawings by Kingspan's customer submitted to Kingspan and approved by Kingspan.

Customer produced shop drawings, for review:

- allow up to 2 weeks for review of each drawing submittal,
- the initial set (confirmation of scope) and final set (intended for production) of drawings are required to be submitted for Kingspan's review,
- it is the responsibility of the drawing's designer to incorporate all attributes of the Kingspan system despite any review process,
- submittal of a clean set is required (no redlines by others are to be visible),
- please refer to Kingspan standard details located on our website, for questions regarding our details please contact: KNA-KIP-Technical Services [technical.na@kingspanpanels.com](mailto:technical.na@kingspanpanels.com)
- must include and indicate fastener requirements with calculations and span by product and zone.
- redlines by Kingspan are to be implemented with drawings returned to Kingspan for final approval,
- drawing approval by Kingspan is required before customer cut-list submittal/product manufacture.

Shop Drawings by Kingspan, must be approved by Kingspan customer prior to panel manufacture.



**Installer Training/ Authorization:**

- training authorization of installing contractor is required prior to installation,
- installation must be supervised by an individual that has been authorized in writing (documented) by Kingspan,
- once Kingspan has approved the project drawings, allow 3+ weeks for training to be scheduled/to take place and start of installation date should be set at this time as well.

**Installation of Kingspan product:**

- is required to be in strict accordance with Kingspan technical documents in all respects.
- The final approved shop drawing set by Kingspan is required to be available on site and utilized.

**Inspections:**

- site “spot” inspections are required, and corrective measures must be made by the installer to Kingspan’s satisfaction, any condition not per plan would be an exclusion to Kingspan’s warranty and would be the installer’s responsibility to ensure for the duration of the warranty.
- Kingspan will conduct site “spot” inspections of the Roof/Wall system(s) either: prior, during, and after installation.

**Additional Requisites:**

Weathertight warranties are not available for: thru-fastened panel applications (including KingRib, K-Roc, Karrier-Brick, and KS Interior) Cold Storage, or interior applications.

Weathertight warranties apply only to exterior roofs/walls which are constructed solely with Kingspan manufactured or supplied products. Products supplied by others which interface with Kingspan products are excluded from the Kingspan weathertight warranty.

**Customer shop drawing submittal for Kingspan review; applicable to Roof Panels, must clearly indicate:**

- Roof Slopes
- Panel Lengths
- Elevations of high point and low point of roof above ground level
- Gutter/downspout locations and details
- Ridge cap, valley, and flashing lap details
- Purlin, clips, or Z spacing
- Fixing lines & point detail
- Detail cuts at roof transitions: eave, ridge, valley, hip, gable, etc.
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Ice/water shield layout (if required)



Customer shop drawing submittal for Kingspan review; applicable to Wall Panels, must clearly indicate:

- Plans, Elevations (including dimensions), Section Views
- Panel Types, Widths, and Lengths
- Connection detail to the primary building structure
- Girt spacing and/or vertical support spacing, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Sizes/locations of penetrations
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, terminations, corners, transitions, windows, etc.
- Deflection joint(s) located and identified if applicable.

Customer shop drawing submittal is to also include current copies of the project specifications, Architectural and Structural drawings.

Karrier Panel/Rail Systems;

- Are subject to all pre-conditions applicable for standard Walls,
- Installation inspections and approvals by Kingspan must be completed prior to the start of the facade system installation.

Panel systems slope requirements:

- Sloped wall application must be > (greater than) 60 degrees
- Single-run Roof, (continuous) slope, KingSeam must be  $\geq \frac{1}{4}":12$
- Roof slopes having lap joints, KingSeam must be  $\geq \frac{1}{2}":12$

Standing Seam Roof panels must be seamed with Kingspan approved Seamer (link below):

- [D.I. Roof Seamers Order Form \(seamerrental.com\)](https://www.seamerrental.com)

Customer shop drawings: if redlines required by Kingspan cannot be implemented, Kingspan reserves the right to withdraw the Weathertightness warranty offer.

Any shop drawing revisions, after receipt of the approved by Kingspan set, require resubmission and approval before continuing.



Weathertight Warranty document:

- The Building Legal Owner or Authorized Representative and the Installing Contractor are required to sign the Kingspan warranty document,
- Installing Contractor is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period.
- The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner.
- Any condition left not per plan remains the installer's responsibility to assure for the duration of the warranty period.

Warranty documents are not issued until; all inspections are complete, corrective measures for a per plan condition have been implemented by the installer, and payment received (including without limitation payment of the full contract price for all work performed and materials furnished).



Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Owner Services at the appropriate number given below.
2. Johns Manville recommends you perform routine maintenance on the roofing system to keep the coverage of the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Owner Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mandy Schweitzer', with a stylized flourish at the end.

Mandy Schweitzer  
Director, Owner Services and Marketing  
Johns Manville Roofing Systems  
(800) 922-5922, opt. 1  
[OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com](http://www.jm.com)



Peak Advantage Guarantee



Building Owner: Lexington Fayette Urban County Government, 200 East Main Sreet, Lexington, KY 40507

Guarantee Number: ANM128146267, Expiration Date: January 23, 2046, Job Name: police roll call, Date of Completion: January 23, 2026

Building Name: Lexington Police Department West Sector, 1795 Old Frankfort Pike, Lexington, KY 40504

Approved Roofing Contractor: ARCHWAY ROOFING & S/M SYSTEMS INC, 4809 JENNINGS LANE, LOUISVILLE, KY 40218-3003

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year \$ No Dollar Limit

Coverage: The components of the Roofing System covered by this Guarantee are: Total Squares: 61

Table with columns: Sec., Sqs., Roof Type, Membrane Spec., Insulation Type (Layer 1, Layer 2, Layer 3), Cover Board. Row 1: 1, 61, SBS, 2FID-CA, ENRGY 3, ENRGY 3, Wood Fiber

Table with columns: Accessories, Type, Product Name, Quantity. Rows include Expand-O-Flash (1, 2, 3) Style, Fascia Style, Copings Style, Drains (1) Style, Vents Style with quantities in lin. ft. or ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

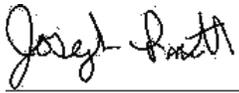
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
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All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Owner Services Team**  
(800) 922-5922  
E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)



**ADDENDUM #2**

RFP Number: #4-2026

Date: March 2, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

See attached electrical drawing E-7. LFUCG will make its record drawings available for viewing, in person, on or after 3/4/2026 at 200 E Main St. Visitors should ask the security desk to contact General Services, Capital Project Management Group for assistance.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

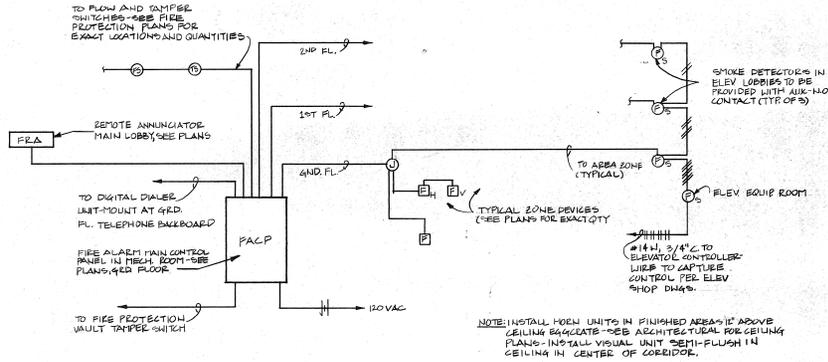
ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



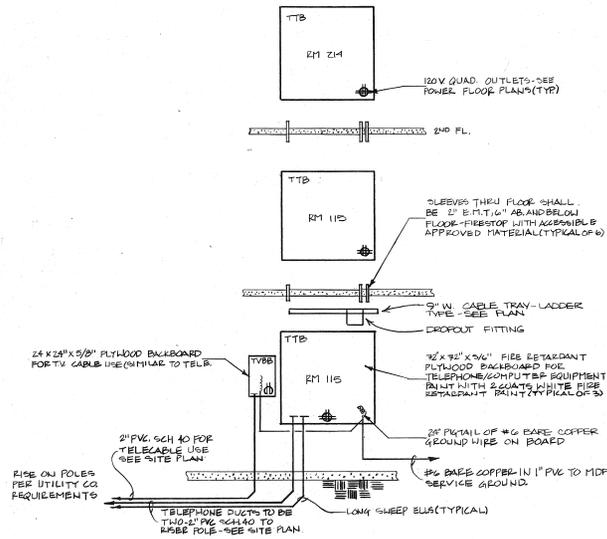
**FIRE ALARM ZONING SCHEDULES:**

GROUND FLOOR - AREA DEVICES - ZONE 1  
 FIRST FLOOR - AREA DEVICES - ZONE 2  
 SECOND FLOOR - AREA DEVICES - ZONE 3  
 FIRE FLOT FLOW SWITCHES - ZONE INDIVIDUALLY  
 FIRE PACT TAMPER SWITCHES - ZONE INDIVIDUALLY



NOTE: INSTALL HOEN UNITS IN FINISHED AREAS IF ABOVE  
 CEILING HEIGHTS - SEE ARCHITECTURAL FOR CEILING  
 PLANS - INSTALL VISUAL UNIT SEMI-FLUSH IN  
 CEILING IN CENTER OF CORRIDOR.

**FIRE ALARM SYSTEM RISER DIAGRAM**  
 NO SCALE



**TELEPHONE / TELEVISION SYSTEM RISER DIAGRAM**  
 NO SCALE

**FIRE ALARM SYSTEM RISER DIAGRAM GENERAL NOTES:**

USE NO. 12 WIRES IN ALL CIRCUITS TO FIRE HORNS AND #14 WIRES IN ALL CIRCUITS TO ALARM STATIONS, UNLESS OTHERWISE LARGER SIZES ARE SPECIFIED FOR VOLTAGE DROP OF LESS THAN 3%.

RISER DIAGRAM FOR FIRE ALARM SYSTEM IS FOR BID PURPOSES ONLY. SYSTEM SHALL BE INSTALLED AND CONNECTED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM MANUFACTURER, THAT HAVE BEEN APPROVED BY THE STATE FIRE MARSHAL'S OFFICE.

AUTOMATIC FIRE ALARM DETECTORS SHALL BE LOCATED SO AS TO PREVENT SHIELDING BY DUCTWORK, EQUIPMENT AND PIPING OR CEILING SPACING BETWEEN DETECTORS SHALL BE IN ACCORD WITH MANUFACTURERS' RECOMMENDATIONS, IN ANY CASE.

END-OF-LINE-RESISTOR (IF REQUIRED BY MANUFACTURER) BOXES SHALL BE 4" SQUARE AND SHALL BE FISH-MOUNTED IN ALL FINISHED AREAS, WITH 302 STAINLESS STEEL LABELED PLATE.

ALL CONDUIT IN FIRE ALARM SYSTEM SHALL BE 3/4" SIZE EXCEPT AS OTHERWISE NOTED, OR REQUIRED TO SUIT CONDUCTORS.

FIRE ALARM STATIONS SHALL BE DOUBLE-ACTION TYPE, POSITIVE ACTING.

FIRE ALARM SIGNALING DEVICES SHALL BE SEMI-FLUSH TYPE AUDIBLES, MOUNTED ABOVE FIN. CEILING AT ESCAPE GRILLE, WITH FLASHING LAMP MOUNTED SEMI-FLUSH IN CENTER OF CORRIDOR CEILING. SURFACE-MOUNTED UNITS MAY BE USED IN UNFINISHED AREAS.

SUPERVISED VALVES SHALL BE CONNECTED TO TROUBLE CIRCUIT. WHEN VALVE IS CLOSED, TROUBLE SIGNAL SHALL SOUND AND ANNUNCIATOR SHALL LIGHT. CLOSED VALVE SHALL NOT SOUND THE FIRE HORNS.

TAMPER SWITCHES AND FLOW SWITCHES SHALL BE INSTALLED BY THE MECHANICAL CONTRACTOR AND CONNECTED TO FIRE ALARM SYSTEM BY ELECTRICAL CONTRACTOR.

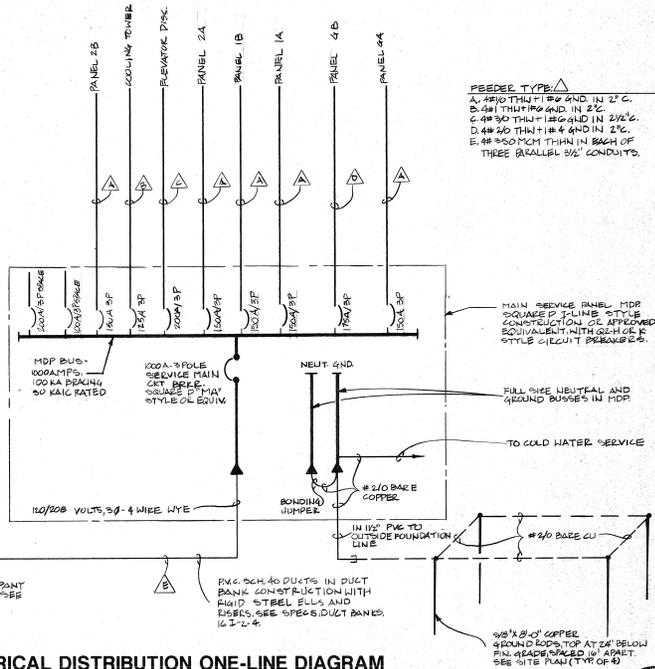
NO SMOKE DETECTORS SHALL BE LOCATED CLOSER THAN 36" TO SUPPLY, RETURN, OR EXHAUST AIR OPENINGS, NOR CLOSER THAN 12" TO WALL/CEILING INTERSECTIONS.

AVOID PLACEMENT OF HEAT DETECTORS CLOSE TO HEAT-PRODUCING EQUIPMENT WHERE WAKE-UP-ALERT WILL DEGRADE DETECTOR PERFORMANCE.

THE SENSITIVITY OF SMOKE DETECTORS SHALL BE ADJUSTED FOR THE SERVICE DIRT IN THE AREA INDICATED, TO SUIT BUILDING OPERATIONAL CONDITIONS.

**DISCONNECT SCHEDULE:**

HP-007	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-009	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-012	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-015	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-019	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-024	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-030	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-036	30A-3P, NEMA 1, 250V, FUSED AT 20 AMPS
HP-042	30A-3P, NEMA 1, 250V, FUSED AT 25 AMPS
HP-048	30A-3P, NEMA 1, 250V, FUSED AT 30 AMPS
HP-060	60A-3P, NEMA 1, 250V, FUSED AT 40 AMPS



**ELECTRICAL DISTRIBUTION ONE-LINE DIAGRAM**  
 NO SCALE

These record documents have been prepared primarily on the basis of the information compiled and furnished by others. The Engineer will not be responsible for any errors or omissions which have been incorporated into this document as result.



ROLL CALL CENTER for the  
 LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT  
 1779 FRANKFORT PIKE  
 LEXINGTON, KENTUCKY



**JRM**  
 JOHN ROMANOWITZ / ARCHITECTS & PLANNERS  
 822 EAST VINE STREET  
 101 WALLACE LANE, SUITE 105  
 COVINGTON, KY 40002  
 (606) 882-9911  
 (606) 882-9911  
 (606) 882-9911

DRAWN	JBT	PROJECT	9053 PERIOD
CHECKED	PLP	DATE	2.14.91
<b>ELECTRICAL</b>			
ONE LINE AND RISER DIAGRAMS			
<b>DRAWING E-7</b>			



Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Owner Services at the appropriate number given below.
2. Johns Manville recommends you perform routine maintenance on the roofing system to keep the coverage of the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Owner Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mandy Schweitzer', with a stylized flourish at the end.

Mandy Schweitzer  
Director, Owner Services and Marketing  
Johns Manville Roofing Systems  
(800) 922-5922, opt. 1  
[OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com](http://www.jm.com)



**Peak Advantage Guarantee**



**Building Owner:**  
 Lexington Fayette Urban County Government  
 200 East Main Sreet  
 Lexington, KY 40507

**Guarantee Number:** ANM128146267  
**Expiration Date:** January 23, 2046  
**Job Name:** police roll call  
**Date of Completion:** January 23, 2026

**Building Name:**  
 Lexington Police Department West Sector  
 1795 Old Frankfort Pike  
 Lexington, KY 40504

**Approved Roofing Contractor:**  
 ARCHWAY ROOFING & S/M SYSTEMS INC  
 4809 JENNINGS LANE  
 LOUISVILLE, KY 40218-3003

**Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.**

**Years:** 20 Year **\$** No Dollar Limit

**Coverage:**

The components of the Roofing System covered by this Guarantee are:

**Total Squares:** 61

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	61	SBS	2FID-CA	ENRGY 3	ENRGY 3		Wood Fiber

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

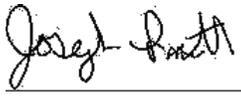
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

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- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

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**Owner Services Team**  
(800) 922-5922  
E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)



# GUARANTEE GUIDELINES

## Roofing Systems

717 17th St. Denver, CO 80202 (800) 922-5922

### Photovoltaic Overburden Additions on JM Guaranteed Roof System

Prior to installing any photovoltaic energy system on a JM guaranteed roof system and to ensure continued guarantee coverage, the required information and process under the Johns Manville Peak Advantage Guarantee ("Guarantee") is outlined below.

The Guarantee expressly requires that any alterations to the roof during the guarantee period must be approved by JM and performed by an approved JM contractor. Therefore, the Guarantee will be suspended during the installation of any photovoltaic ("PV") system. To reinstate the Guarantee coverage the building owner must provide the following information and abide by the process outlined herein:

Complete this form in its entirety and submit all required information to Johns Manville at [OwnerServices@jm.com](mailto:OwnerServices@jm.com)

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

JM Guarantee Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Zip: \_\_\_\_\_

JM Approved Roofing Contractor: \_\_\_\_\_

*Note: If roof system modifications are being performed within 24 months of the start date listed on the Guarantee, the original installing JM Approved roofing contractor listed on the guarantee is **recommended** to complete the roofing scope of work.*

Building Owner Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Photovoltaic Installer: \_\_\_\_\_

Photovoltaic Supplier/Manufacturer: \_\_\_\_\_

Name/Type of Photovoltaic System: \_\_\_\_\_

Photovoltaic System Type:  Ballasted  Mounted to Structure  Hybrid  Thin Film

Square Footage of Photovoltaic System: \_\_\_\_\_

Describe Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any JM Materials Utilized: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Additional Required Items to be Submitted with this Form:**

*(Check each item that is completed and attached to this form)*

- Detailed Roof Plan Indicating Scope of Work and Location on Roof**  
- Roof plan is to indicate the full extent of the photovoltaic array over the roof's surface including maintenance paths and entry and exit points.
- Installation and/or Flashing Details (including data sheets for racking system and PV attachment)**  
- Details are to clearly define the photovoltaic mounting system including applicable roof membrane flashing details
- Photovoltaic Overburden Waiver Signed by Building Owner (included at the bottom of this Form)**  
- Failure to sign and submit the PV Photovoltaic overburden waiver will void the guarantee.

### **Inspection and Fee Schedule:**

**Applicable fees must be received by Johns Manville prior to scheduling an inspection.**

1. On an existing Johns Manville guaranteed roof system, a post-inspection is required after the photovoltaic installation has been completed. The review and inspection fee of this project will be \$0.02/ft<sup>2</sup> with a minimum charge of \$1000 per project.
2. On new construction or re-roof projects, with the PV installation being completed within 6 months of the guarantee start date, there will be no additional fees for the required post-inspection by Johns Manville. Installations past that date are subject to the terms in item 1 above. The final inspection on the roofing system must be completed and approved prior to installation of the PV array. The original JM Approved Contractor listed on the guarantee is **recommended** to complete the roofing integration scope of work. All other requirements outlined in this bulletin must still be followed.

***Once the photovoltaic installation has been completed, the roof modifications have been inspected and approved by a JM Technical Representative, all applicable fees have been paid to JM, and the Building Owner has signed and submitted the Photovoltaic Overburden Waiver, the guarantee will be placed back in Active status.***

***Please be advised that Johns Manville reserves the right to discontinue guarantee coverage if satisfactory information is not received or if the long-term performance of the roofing system has been compromised beyond reasonable repair.***

**Submitted By:**

Print Name	Date	Company Name

**Primary Contact Person for Project Access:**

Print Name	Phone	Email



# GUARANTEE GUIDELINES

## Roofing Systems

717 17th St. Denver, CO 80202 (800) 922-5922

### Johns Manville Peak Advantage Guarantee Photovoltaic Overburden Waiver

Owner: \_\_\_\_\_

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

JM Guarantee #: \_\_\_\_\_

*This document must be signed and submitted to Johns Manville in order for the Guarantee to be put back in "Active" status.*

1. Upon receiving notice, the Undersigned agrees to remove and replace within a reasonable period of time the roof top photovoltaic system at the above-referenced project to the extent reasonably required, at their expense, in order to provide access to the roofing system for Johns Manville ("JM") and/or its designates to conduct a leak investigation and/or to make repairs to the roofing system. In addition, the Undersigned agrees to be responsible for all costs associated with this removal work - whether the resulting repair work is covered by the JM Guarantee or not and that JM is not responsible for any changes or alterations in either the appearance or the performance of the roofing system as a result of this removal work.
2. The Undersigned further agrees that all electricity connected with the solar system will be rendered inoperable, at their expense, prior to any investigation or repair of a leak and shall remain so until all such investigation and/or repair work is fully completed. The Undersigned understands that JM is not responsible for any loss (loss of income, building use, etc.) or damages (consequential, direct or indirect) which may result from rendering the photovoltaic system inoperable.
3. The Undersigned agrees to have the roof system repaired by any JM Peak Advantage Contractor or pay JM, for any and all repair, removal or replacement costs necessary to return the roofing system to a watertight condition should any damage occur during the installation, removal, or replacement of the photovoltaic System.
4. The Undersigned understands and agrees that the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the installation, operation, or the presence of a photovoltaic system on the roofing system. The Undersigned further understands and agrees that JM is not responsible for any claims related to the JM Guarantee that are attributable, either in whole or in part to the installation, the operation, and/or presence of a photovoltaic system.
5. **WHEN A PHOTO VOLTAIC (PV) SYSTEM IS INSTALLED, IT IS IMPORTANT TO UNDERSTAND THAT THE PV SYSTEM'S DESIGN, INSTALLATION, PERFORMANCE, AND ANY RESULTANT IMPACT TO THE BUILDING/ROOFING SYSTEM IS NOT COVERED BY THE JOHNS MANVILLE GUARANTEE. JOHNS MANVILLE'S INSPECTION/REVIEW OF THE PV SYSTEM IS FOR THE SOLE BENEFIT OF JOHNS MANVILLE TO ASSIST IT IN DETERMINING WHETHER IT WILL ISSUE/CONTINUE THE JOHNS MANVILLE GUARANTEE. SUCH INSPECTION/ REVIEW AND ANY RESULTANT RECOMMENDATIONS ARE NOT TO BE USED OR RELIED UPON BY ANYONE AS A SUBSTITUTE FOR PROFESSIONAL ENGINEERING DESIGN AND DOCUMENTATION REQUIRED BY THE BUILDING CODE, CONTRACT OR APPLICABLE LAW. JOHNS MANVILLE'S INSPECTION/ACCEPTANCE OF A PARTICULAR PV SYSTEM DOES NOT CONSTITUTE ANY REPRESENTATION, ENDORSEMENT OR ASSUMPTION BY JOHNS MANVILLE OF ANY DUTY OR LIABILITY FOR THE ADEQUACY OF THE DESIGN/ INSTALLATION OF THE PV SYSTEM OR ANY OTHER MATERIAL NOT SUPPLIED BY JOHNS MANVILLE. SPECIFICALLY, JOHNS MANVILLE DISCLAIMS ANY LIABILITY FOR THE PV SYSTEM'S DESIGN, INSTALLATION, WIND UPLIFT PERFORMANCE, DEAD LOAD ON THE STRUCTURE, OR ANY IMPACT TO THE PERFORMANCE OF THE BUILDING'S ROOF, MECHANICAL, ELECTRICAL, OR PLUMBING SYSTEMS.**
6. The Undersigned acknowledges and understands JM's Roof System [Photovoltaic Installation and Reference Guide](#).

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

Building Owner or Building Owner's Authorized Agent Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**SOLAR ENERGY**  
Solutions

# Proposal

For: RFP #4-2026 Solar PV Installation at Police Sector West  
**Design Build: Solar PV System**  
1795 Old Frankfort Pike, Lexington, KY 40504



Solar Energy Solutions (SES) is one of the region’s largest and most experienced solar design, engineering, and construction firms, serving Indiana, Kentucky, Ohio, Virginia, and surrounding states. Founded in Kentucky in 2006, Solar Energy Solutions has more than 3,000 active photovoltaic and battery storage projects in the residential, commercial and utility sectors.

Presented by:  
**Nick Bowman**  
Estimating Manager  
(859) 618-4849  
NickB@sesre.com  
www.sesre.com



## A. INDEX

### **This proposal includes the following sections:**

- 1) Question Responses and attachments per RFP Scope of Work
  - 1.1) Company profile and project experience (pg. 3)
  - 1.2) Commercial Project References in LG&E-KU Service Area (pg. 4)
  - 1.3) Project Team (pg. 7)
  - 1.4) Technical Approach (pg. 9)
    - i. PV module specifications (pg. 10)
    - ii. Inverter specifications (pg. 12)
    - iii. Optimizer specifications (pg. 14)
    - iv. Racking specifications (pg. 17)
    - v. Load analysis (pg. 29)
    - vi. Line diagram (pg. 58)
    - vii. Software modeling report (pg. 59)
  
- 2.) Misc. Relevant Documents
  - 2.1) Clarifications and Design Considerations (pg. 63)
  - 2.2) Certificate of Insurance (pg. 64)
  - 2.3) Affirmative Action Policy (pg. 65)
  
- 3) Full RFP document with signatures, price proposal, and 2 addenda (pg. 75)

## 1.1 QUESTION RESPONSES

### Company Profile

- **Company name:** Solar Energy Solutions
- **Company address:** 1038 Brentwood Ct. B, Lexington, KY 40511
- **Year established:** 2006
- **Number full-time employees:** 56
- **Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington:** Solar Energy Solutions is wholly focused on the engineering, procurement, and construction of solar PV systems for residential, commercial, and utility customers. SES also performs work related to EV charges and battery systems to accompany our solar arrays, and is increasingly offering O&M services to existing customers. SES was founded in Lexington in 2006. In the last 20 years of doing business, we have installed nearly 3,000 PV systems, the majority of which are located in Kentucky.

### Project Experience:

- **Specific to solar PV systems installed by the company in calendar year 2024, What was the total number of systems installed?** 257
- **What was the total installed capacity in KW?** ~9,300 kW-DC
- **Describe your experience with project permitting and interconnection experience with LGE-KU:** SES has extensive experience permitting with LG&E-KU and rarely has issues with interconnection in LG&E-KU service areas.
- **Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.** See next 3 pages

## 1.2 COMMERCIAL PROJECTS REFERENCES

SES is proud of its previous work with LFUCG

### Fire Station #21

Completed in 2022; 21.78 kW-DC of Canadian Solar modules

### Fire Station #9

Completed in 2023; 10.6 kW-DC of Trina Solar modules

### Parks and Maintenance Building

Completed in 2024; 24.6 kW-DC of NE Solar modules

Projects outside of LFUCG include:

### Sekisui

Randy Hardwick

Director of EHS & Kaizen

1200 Rolling Hills Lane

Winchester, KY 40391

Email: randyh@sekisui-corp.com

Tel: 859-338-7500

### Brookfield Properties

Kendall Merrick

General Property Manager

Oxmoor Mall

7900 Shelbyville Road

Louisville, KY 40222

kendall.merrick@brookfieldpropertiesretail.com

Tel: 502-410-4238

Project Name/Location	Client Name/Contact Info	Capacity (kW DC)	Operational Date	Cash or PPA?	Installed Cost
Oxmore Mall/Mall of St. Matthews	kendall Merrick - General Property Manager - kendall.merrick@brookfieldpropertiesretail.com Tel: 502-410-4238	1280	2018	Cash	\$755,280
Sekisui	Randy Hardwick - Director of EHS & Kaisei - randyh@sekisui-corp.com - 859-338-7500	814	2018	Cash	\$1,292,165



## Sekisui Manufacturing Commercial Sector | Winchester, KY

### Project Details:

- **Location** - Winchester, KY
- **Completed** - 2018
- **Modules** - LG 400W Panels
- **Size** - 814 kW

### Reference

Randy Hardwick  
Director of EHS & Kaizen  
1200 Rolling Hills Lane  
Winchester, KY 40391  
Email: randyh@sekisui-  
corp.com  
Tel: 859-338-7500

### Project Description:

Sekisui S-Lec a leading manufacturer of interlayer film for glass in the buildings and auto industry was motivated to install solar by corporate global CO2 reduction targets and incentive campaigns. With limited roof and ground space available SES turned to ultra high efficiency LG 400W panels to give maximum energy production yields and low slope roof racking to maximize power density. The system stands in the Top 5 ranking of private Kentucky solar farms.

Sekisui's system is expected to offset 39,888,728 lbs of CO2 over the panels' 25 year lifespan. Page 5



## 1.28 MW Oxmoor Mall & Mall of St. Matthews Commercial Sector | Louisville, KY

### Project Details:

- **Location** - Louisville, KY
- **Completed** - 2018
- **Modules** - Hanwha Panels
- **Size** - 1.28 MW

### Reference

#### **Brookfield Properties**

Kendall Merrick

General Property Manager

Oxmoor Mall

7900 Shelbyville Road, Louisville, KY 40222

[kendall.merrick@brookfieldpropertiesretail.com](mailto:kendall.merrick@brookfieldpropertiesretail.com)

Tel: 502-410-4238

### Project Description:

Oxmoor Mall and the Mall of St. Matthews installed a combined 1.28 MW of solar PV to offset lighting, heating, and HVAC costs.

Not just driven by financial concerns, the property owner continues to follow-through on a national commitment to transition its over 127 Malls to cleaner and more energy-efficient energy sourcing.

## 1.3 PROJECT TEAM

**Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for: (1) Person responsible for the system design; (2) Person to oversee installation.**

Our staff is highly trained and specialized in the engineering and installation of photovoltaic and battery storage systems. Our focus on expertise and education is reflected in our staff carrying relevant licenses and certifications, including PE licenses, electrical licenses, solar-specific NABCEP certifications, and more. Our commitment extends to creating our solar electrical apprenticeship program, which has been approved by Kentucky, Indiana, Ohio, and Virginia.

Solar Energy Solutions is proud to employ the highest-quality team in our region. We continually strive to improve our skill set and knowledge base. Our certifications and partnerships include:

- 7 NABCEP Certified PV Installers
- 1 NABCEP Certified PV Designer
- 5 Master Electricians
- 1 Certified Professional Engineer
- SEIA Member nationwide and locally
- Tesla Energy Premier Partners
- Solar Edge Certified Partners
- Amicus Member
- SPAN Certified Partner



SES take pride in being an employee-owned company (ESOP), and an active member of Amicus, SEIA, and numerous local and regional energy organizations.



## 1.3 PROJECT TEAM (CONT.)



### **Daniel Young, VP Engineering**

Daniel holds a bachelor's degree in mechanical engineering and an associate degree in renewable energy systems. He has been designing and installing solar energy systems since 2006 and has held NABCEP certification since 2008. He was previously in the role of Senior System Designer at another solar installation company and held that role for 7 years before joining SES. Daniel has had experience designing and installing solar energy systems ranging from small off-grid cabins, up to multi-megawatt utility generation plants.



### **Patrick Little, Commercial Project Manager**

Mr. Little brings over 12 years of hands-on experience in the construction industry, specializing as an electrician and controls expert. For the past 6 years, he has successfully led Industrial and Commercial projects as a Project Manager, demonstrating strong leadership and technical acumen across diverse sectors.

His portfolio includes work on hospitals, educational institutions, industrial facilities, and both public and private office buildings. Notable recent projects under his management include the installation of the BNGC Carport, the Wendell H. Ford Carport, and the Frankfort Plant Board's 1.3 MW ground-mounted solar array.

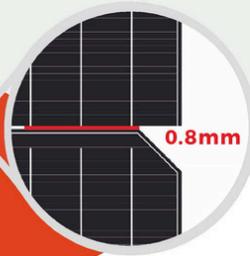
### **If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost:**

SES does not anticipate subcontracting at this time. In the interest of ensuring a competitive quote and adhering to the stipulated timeline, SES must avoid involving other firms. If MWDBE participation is required for this project, SES will arrange a scope of work to be performed by others for an additional administrative fee.

## 1.4 TECHNICAL APPROACH

**Include as attachments the following items:**

- **PV module specifications**
- **Inverter specifications**
- **Optimizer specifications**
- **Racking specifications**
- **For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system**
- **Line diagram for dc/ac wiring showing component path from modules to point of interconnection**
- **Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)**



**12**  
YEAR  
QUALITY ASSURANCE

**30**  
YEAR  
POWER OUTPUT GUARANTEE

**Micro Gap** - Cell gap reduced to 0.8mm

## VSUN610N-144BMH-DG

VSUN610N-144BMH-DG

VSUN605N-144BMH-DG

VSUN600N-144BMH-DG

VSUN595N-144BMH-DG

VSUN590N-144BMH-DG

VSUN585N-144BMH-DG

**610W**

Highest power output

**23.61%**

Module efficiency

**1.0%**

First-year degradation warranty

**0.40%**

Annual degradation over 30 years

### KEY FEATURES

**TOPcon** TOPcon technology



Higher output power



MBB technology with Circular Ribbon



Positive tolerance offer



Bifacial cells, converting more sunlight into electricity



Better shading tolerance



Better temperature coefficient



Excellent PID Resistance



Lower LCOE



UL 61730 & CSA 61730  
IEC 61215 & IEC 61730

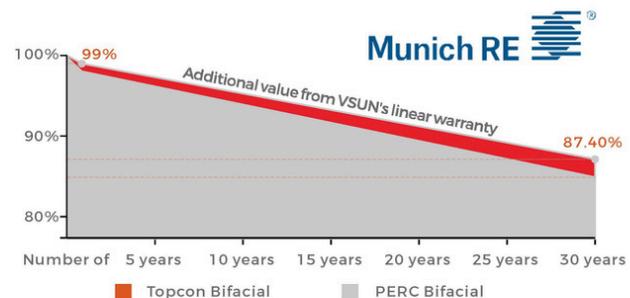
### ABOUT VSUN

Invested by Fuji Solar, VSUN SOLAR is a solar solution provider with headquartered in Tokyo, Japan that offers reliability, high efficiency solar products and technology globally. VSUN is rated as BNEF Tier 1 PV module manufacturer, PVEL Lab "Best performer" and EcoVadis "Bronze Award".

### PRODUCT CERTIFICATION



### WARRANTY



Munich RE

## Electrical Characteristics at Standard Test Conditions(STC)

Module Type	VSUN610N-144BMH-DG	VSUN605N-144BMH-DG	VSUN600N-144BMH-DG	VSUN595N-144BMH-DG	VSUN590N-144BMH-DG	VSUN585N-144BMH-DG
Maximum Power - Pmax (W)	610	605	600	595	590	585
Open Circuit Voltage - Voc (V)	53.34	53.12	52.9	52.69	52.48	52.25
Short Circuit Current - Isc (A)	14.13	14.08	14.03	13.98	13.93	13.88
Maximum Power Voltage - Vmpp (V)	45.32	45.12	44.92	44.71	44.5	44.29
Maximum Power Current - Imp (A)	13.46	13.41	13.36	13.31	13.26	13.21
Module Efficiency	23.61%	23.42%	23.23%	23.03%	22.84%	22.65%

Standard Test Conditions (STC): irradiance 1,000 W/m<sup>2</sup>; AM 1.5; module temperature 25°C. Pmax Sorting: 0~5W. Measuring Tolerance: ±3%.

Remark: Electrical data do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.

## Electrical Characteristics with different rear side power gain(reference to 605 front)

Pmax (W)	Voc (V)	Isc (A)	Vmpp (V)	Imp (A)	Pmax gain
635	53.12	14.78	45.12	14.08	5%
666	53.12	15.49	45.12	14.75	10%
726	53.20	16.90	45.04	16.09	20%
756	53.20	17.60	45.04	16.76	25%

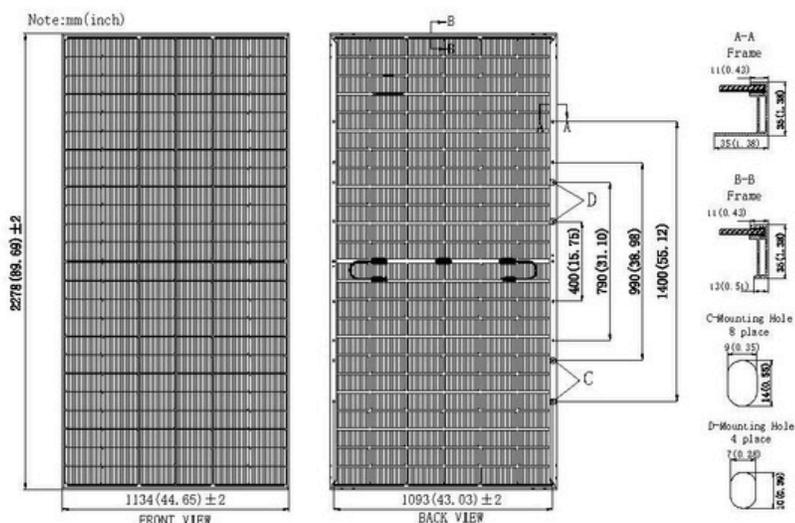
## Material Characteristics

Dimensions	2278×1134×35mm (L×W×H) 89.69×44.65×1.38 inches (L×W×H)
Weight	32.7kg / 72.09lbs
Frame	Silver anodized aluminum profile
Front Glass	AR-coating Semi-toughened glass, 2.0mm
Back Glass	Glazed & Semi-toughened glass, 2.0mm
Cells	12×12 pcs mono solar cells series strings
Junction Box	IP68, 3 diodes
Cable	Portrait: 500 mm (cable length can be customized) , 1×4 mm <sup>2</sup> or 12AWG

## Packaging

Dimensions(L×W×H)	2310×1125×1253mm / 90.94×44.29×49.33inches
Quantity per pallet	31 pcs
Container 20'	155
Container 40'	310
Container 40'HC	620 or 558 for US

## Dimensions



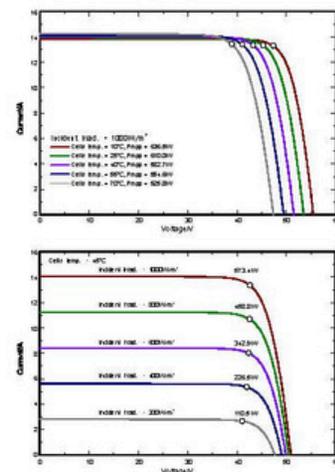
## System Design

Maximum System Voltage [V]	1500
Series Fuse Rating [A]	30
Bifaciality	80% ± 10%
Fire Rating	Class C for IEC and TYPE 29 for US
Protection Class	Class II
Temperature Range	-40 °C to + 85 °C
Maximum Surface Load	+5400/-2400 Pa + 113/- 50 psf
Application class	class A
Withstanding Hail	Maximum diameter of 25 mm with impact speed of 23 m/s

## Temperature Characteristics

NOCT	45°C(±2°C)
Voltage Temperature Coefficient	-0.26%/°C
Current Temperature Coefficient	+0.046%/°C
Power Temperature Coefficient	-0.30%/°C

## IV-Curves



Excellent performance under weak light condition.

# Three Phase Inverters for the 120/208V Grid For North America

SE10KUS / SE17.3KUS



INVERTERS

## The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- Fixed voltage inverter for superior efficiency and longer strings
- Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- Integrated arc fault protection and rapid shutdown for NEC 2014 – 2023, per article 690.11 and 690.12
- Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- Integrated Safety Switch
- UL 1741 SA and SB certified, for CPUC Rule 21 grid compliance

# Three Phase Inverters for the 120/208V Grid

## For North America

### SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXXX-USX2IXXXX		
<b>OUTPUT</b>			
Rated AC Power Output	1000	1730	W
Maximum Apparent AC Output Power	0	0	VA
AC Output Line Connections	1000	3W + PE, 4W + PE	1730
AC Output Voltage Minimum-Nominal-Maximum(2) (L-N)	0	105 – 120 – 132.5	Vac
AC Output Voltage Minimum-Nominal-Maximum(2) (L-L)		183 – 208 – 229	Vac
AC Frequency Minimum-Nominal-Maximum(2)		59.3 – 60 – 60.5	Hz
Continuous Output Current (per Phase)			Aac
GFDI Threshold	27.8	48.25	
Utility Monitoring, Islanding Protection, Country Configurable Set Points		1	A
THD		Yes	
Power Factor Range		≤ 3	%
		+/- 0.85 to 1	
<b>INPUT</b>			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded		Yes	
Maximum Input Voltage DC+ to DC-		600	Vdc
Operating Voltage Range		370 – 600	Vdc
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current		55	Adc
Reverse-Polarity Protection		Yes	
Ground-Fault Isolation Detection		167kΩ Sensitivity <sup>(3)</sup>	
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption		< 4	W
<b>ADDITIONAL FEATURES</b>			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC 2014 – 2023, built-in		
RS485 Surge Protection Plug-in	Supplied with the inverter, built-in		
AC, DC Surge Protection	Type II, field replaceable, built-in		
DC Fuses (Single Pole)	25A, built-in		
Smart Energy Management	Export Limitation		
<b>DC SAFETY SWITCH</b>			
DC Disconnect	Integrated		
<b>STANDARD COMPLIANCE</b>			
Safety	UL 1741, UL 1741 SA, UL 1741 SB, UL 1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)		
Emissions	FCC Part 15 Class A		
<b>INSTALLATION SPECIFICATIONS</b>			
AC Output Conduit size / AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		
Weight with Safety Switch	78.2 / 35.5		
Cooling	Fans (user replaceable)		
Noise	< 62		
Operating Temperature Range	-40 to +140 / -40 to +60(4)		
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the Three Phase Inverters for the 277/480V Grid for North America datasheet.

(2) For other regional settings please contact SolarEdge support.

(3) Where permitted by local regulations.

(4) For power derating information refer to the Temperature Derating technical note for North America.

# Commercial Power Optimizer

## USA Domestic Content Eligible

C651U

POWER OPTIMIZER



## SolarEdge's USA-manufactured offering for C&I projects, for power optimization at the module level

- **Eligible for Domestic Content\***
  - SolarEdge USA-manufactured power optimizers, when paired with certain SolarEdge USA-manufactured inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- **Higher Energy Yields**
  - Generates maximum power from each PV module
  - High efficiency (99.5%)
  - Supports high power and bifacial PV modules, including G12 modules
- **Enhanced Monitoring and Visibility**
  - Maximum system visibility up to the individual module level
  - Pinpointed fault detection and remote troubleshooting
- **Maximum Protection with Built-in Safety**
  - Designed to automatically reduce high DC voltage to touch-safe levels, upon grid/inverter shutdown, with SafeDC™
  - Includes SolarEdge Sense Connect, designed to prevent arcs by monitoring Power Optimizer connectors for overheating
  - Certified to Photovoltaic Rapid Shutdown, according to NEC 2014 – 2023

\* For more information, refer to the last page of this document

# / Power Optimizer

## USADomesticContent Eligible for North America

### C651U

Power Optimizer Model	C651U	
<b>INPUT</b>		
RatedInputDCPower <sup>(1)</sup> Absolute Maximum Input Voltage (Voc)	650	W
MPPT Operating Range Maximum Short Circuit Current (Isc)	80	Vdc
of Connected PV Module(2) Maximum Adjusted Short Circuit Current	12.5 – 80	Vdc
Current (with Safety Factor)(3) Maximum Efficiency Weighted Efficiency	20	Adc
	25	Adc
	99.5	%
	98.8	%
Overvoltage Category	II	
<b>OUTPUT DURING OPERATION</b>		
Maximum Output Power	650	Wdc
Maximum Output Current	24	Adc
Maximum Output Voltage	60	Vdc
<b>SAFETY FEATURES</b>		
SafeDC™	Yes	
Safety Output Voltage per Power Optimizer	0.5 ± 0.075	Vdc
Sense Connect	Yes	
Photovoltaic Rapid Shutdown System	Yes, NEC 2014 – 2023	
<b>STANDARD COMPLIANCE</b>		
EMC	FCC Part 15; IEC 61000-6-2; IEC 61000-6-3	
Safety	IEC62109-1 (class II safety); UL 1741; UL 3741; CSA C22.2#107.1	
Material	UL94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
<b>INSTALLATION SPECIFICATIONS</b>		
Compatible SolarEdge Inverters <sup>(4)</sup>	Commercial Three Phase Inverters with one of the following part number structures: xSE-SIN-USxxIxxxx SE-DBL-USxxIxxxx SE-TRI-USxxIxxxx	
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	128 x 155 x 52 / 5.03 x 6.10 x 2.05	mm / in
Weight Input Connector Input	1080 / 2.38	gr / lb
Wire Length Output Connector	MC4(5)	
Output Wire Length Operating Temperature Range(7) Protection	(+) 1.4, (-) 1.4 / (+) 4.59, (-) 4.59(6)	m/ft
Rating Relative Humidity	MC4 (+) 3.0 (-) 0.10 / (+) 9.84, (-) 0.32 -40 to +85 / -40 to +185	m/ft °C / °F
	IP68 / NEMA6P	
	0 – 100	%

- (1) Modules with a front side maximum power of up to 715W at STC are allowed. Up to +5% power tolerance is allowed.  
 (2) When using bifacial modules, consider only the front side Isc at STC (0% back side gain). For details, see here.  
 (3) Adjusted for ambient temperature, irradiance, bifacial gain, safety factor, and so on, in accordance with NEC and CSA.  
 (4) For detailed inverter compatibility information, see here.  
 (5) For other connector types please contact SolarEdge.  
 (6) The Sense Connect feature is only enabled on the output wire connectors. For details, see here.  
 (7) For ambient temperatures above +65°C / +149°F, power derating is applied. For details, see here.

# Power Optimizer

## USADomesticContent Eligible for North America

### C651U

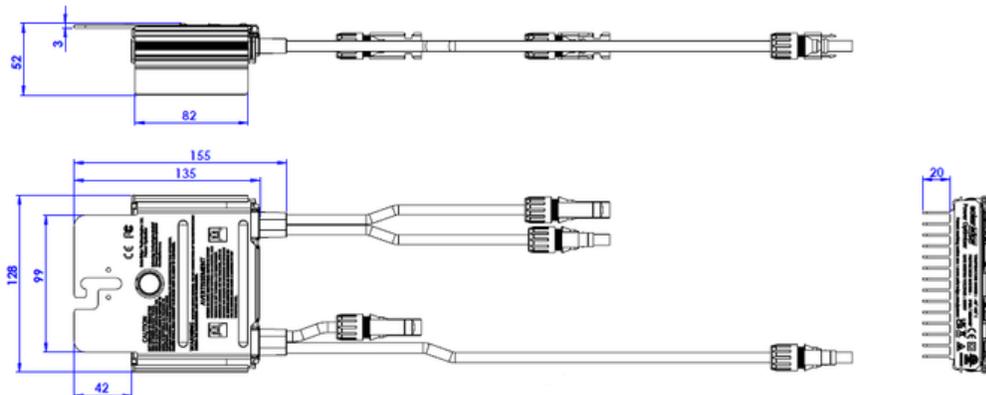
PV System Design Using a SolarEdge Inverter(8)		208V Grid	208V Grid	277/480V Grid	277/480V Grid		
		SE10K	SE17.3K*	SE30K, SE33.3K*	SE40K*		
Compatible Power Optimizers		C651U					
Minimum String Length	Power Optimizers	13	13	18	18		
	PV Modules	13	13	18	18		
Maximum String Length	Power Optimizers	57	57	57	57		
	PV Modules	57	57	57	57		
Maximum Continuous Power per String		10,000	9600	20,400	20,400	W	
Maximum Allowed Connected Power per String(9)		1 string or more – 15,000	1 string – 11,400	1 string – 22,650	1 string – 22,650	W	
			2 strings or more – 15,600	2 strings or more – 30,400	2 strings or more – 30,400		
Parallel Strings of Different Lengths or Orientations		Yes					
Maximum Difference in Number of Power Optimizers Allowed Between the Shortest and Longest String Connected to the Same Inverter Unit		5 Power Optimizers					

\*The same rules apply for Synergy units of equivalent power ratings, that are part of the modular Synergy Technology inverter.

(8) C651U cannot be mixed with any other Power Optimizer models in the same string.

(9) To connect more STC power per string, design your project using SolarEdge Designer.

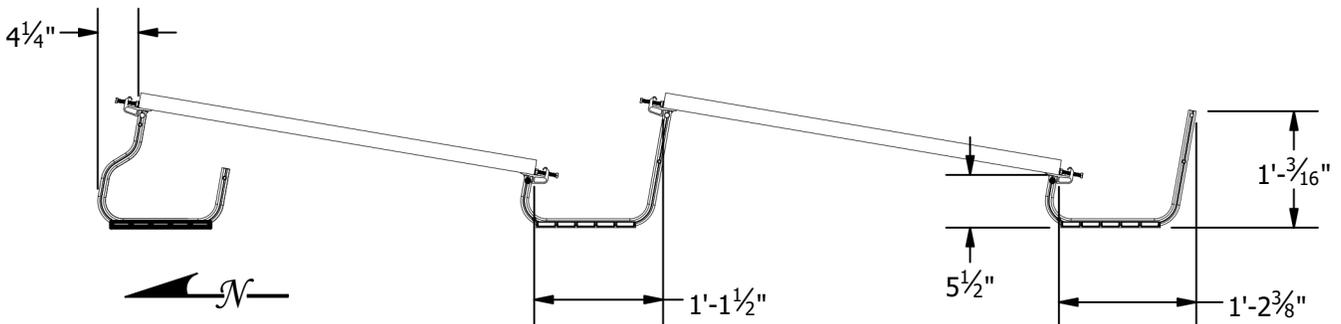
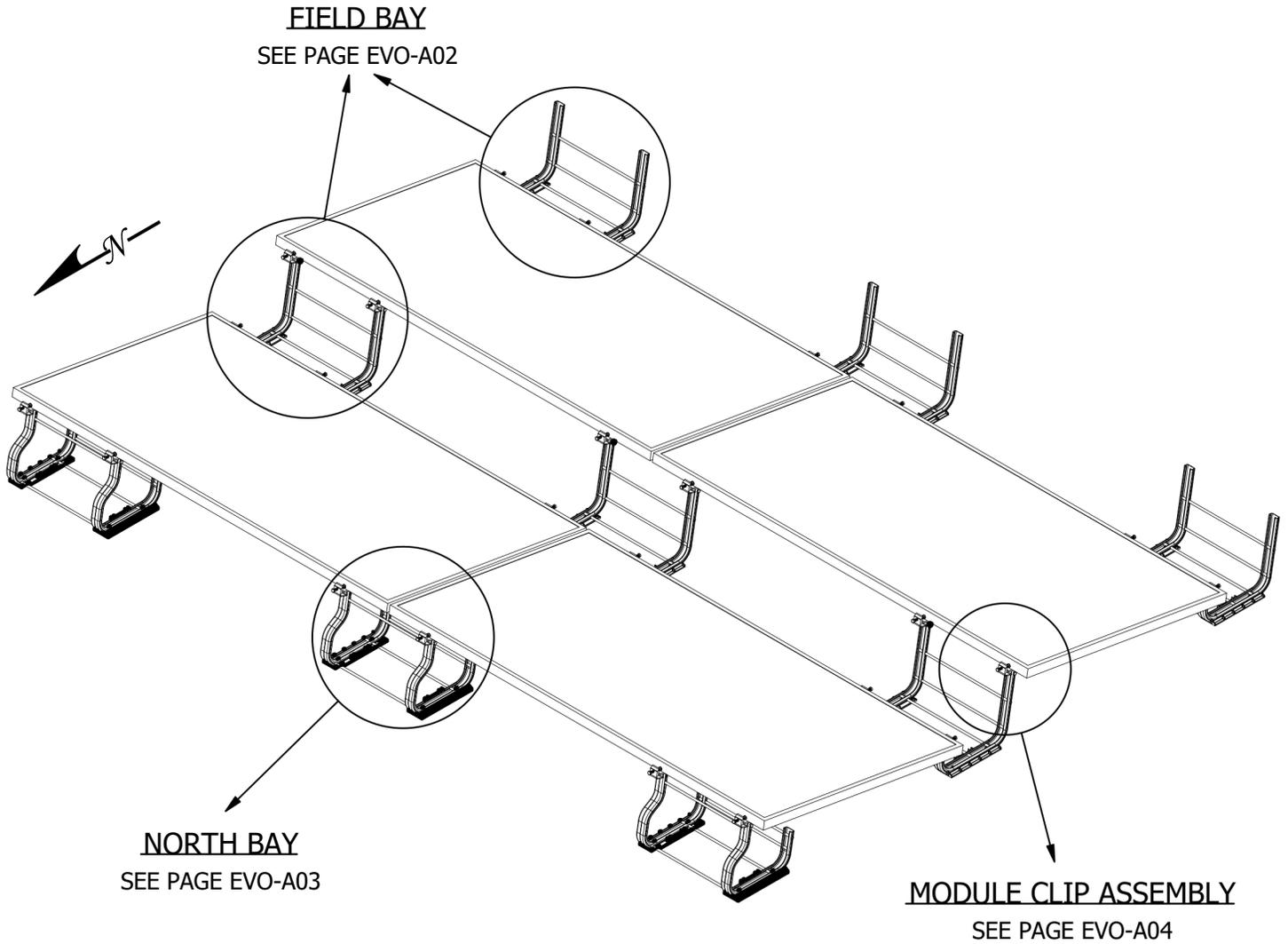
### C651U Mechanical Drawing



#### Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USE-SIN-USR0IBNS6, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN6, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USE-SIN-USR0IBNS8, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN8, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)



**PROFILE VIEW**

**NOTES:**

1. ARRAY DIMENSIONS WILL VARY BASED ON MODULE WIDTH, LENGTH AND RETURN FLANGE.



1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102 USA  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

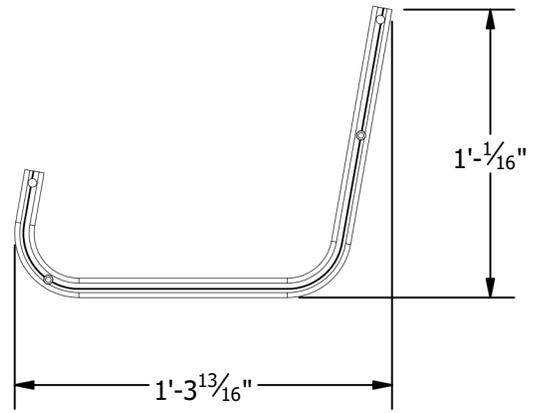
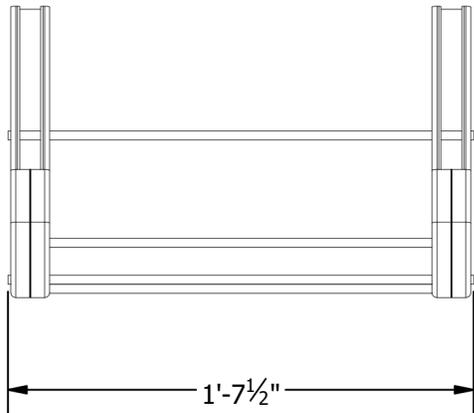
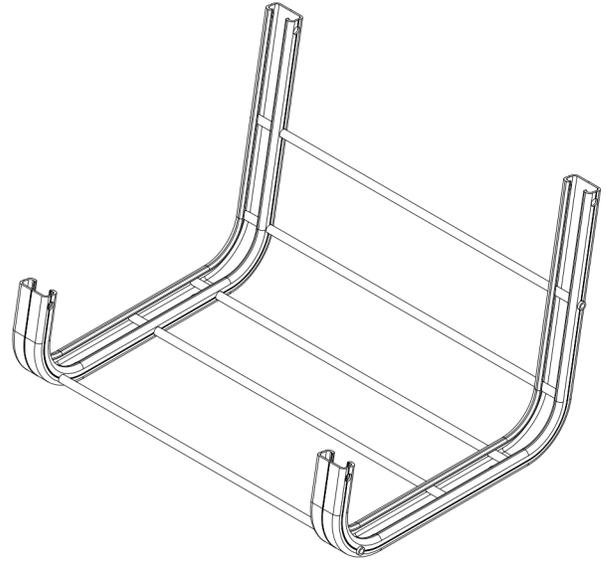
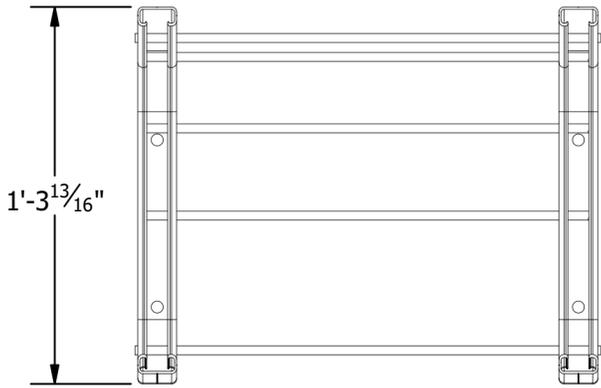
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	SYSTEM ASSEMBLY
DESCRIPTION:	RM10 EVO
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL

PRODUCT PROTECTED BY  
 ONE OR MORE US PATENTS  
 LEGAL NOTICE

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 SHEET

ASSEMBLY # TABLE	
P/N	DESCRIPTION
370010	RM10 EVO FIELD BAY



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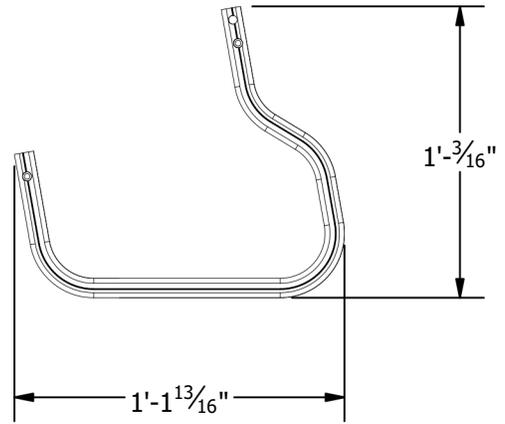
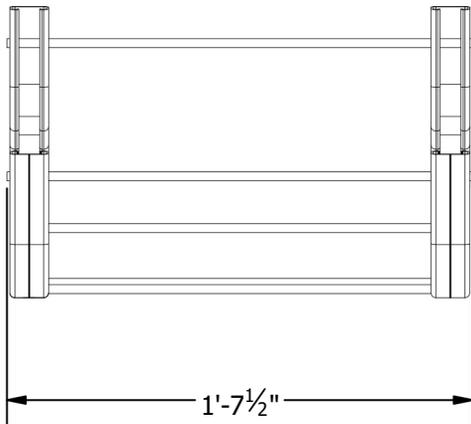
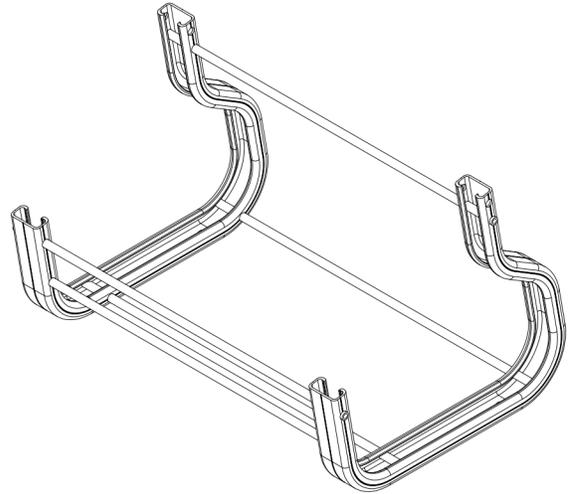
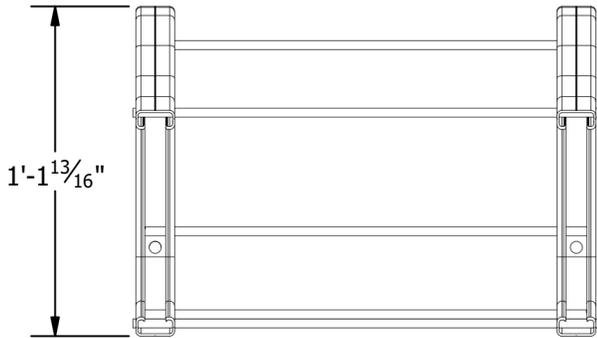
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	FIELD BAY ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370011	RM10 EVO NORTH ROW BAY



  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
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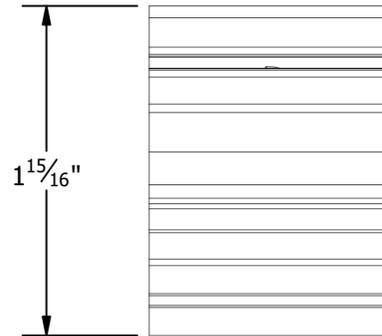
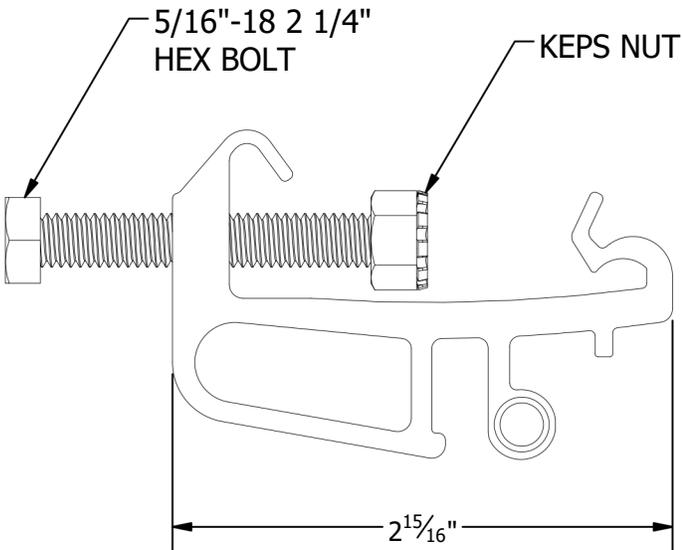
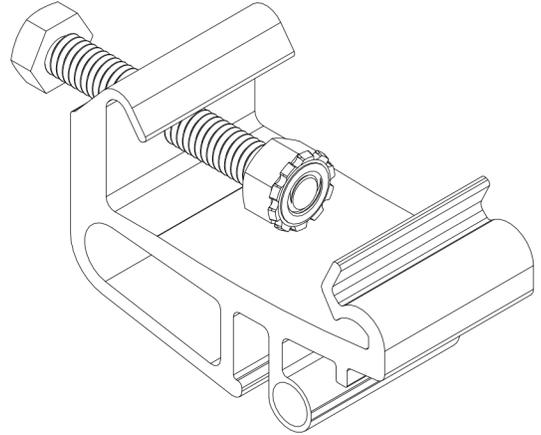
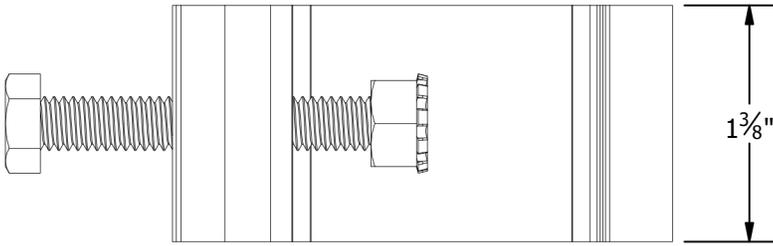
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	NORTH BAY ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370023	RM10 EVO MODULE CLIP W/BOLT



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 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
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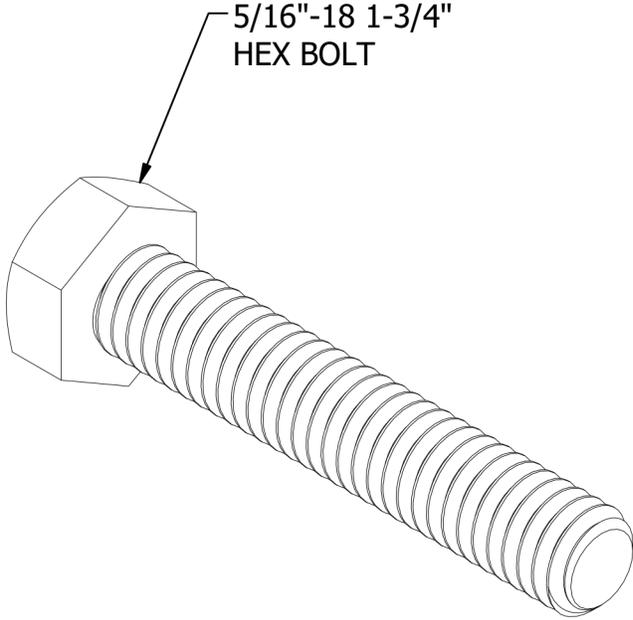
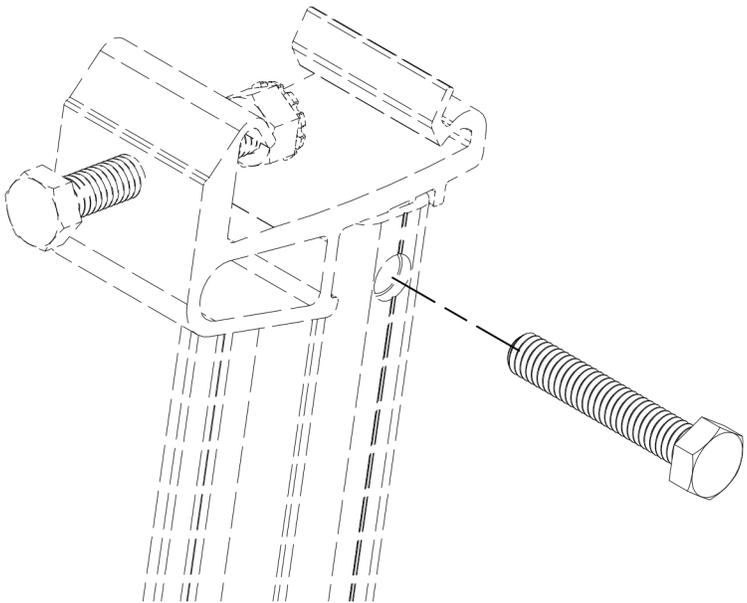
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	MODULE CLIP ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370022	RM10 EVO MODULE CLIP PIN BOLT



5/16"-18 1-3/4"  
HEX BOLT

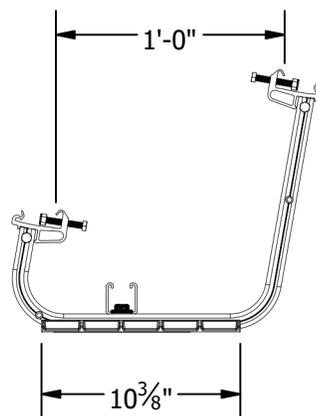
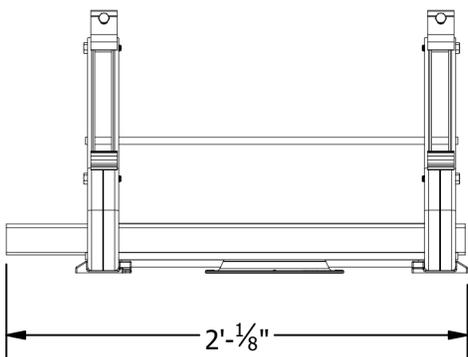
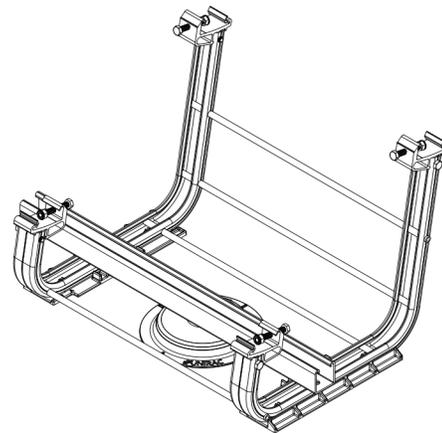
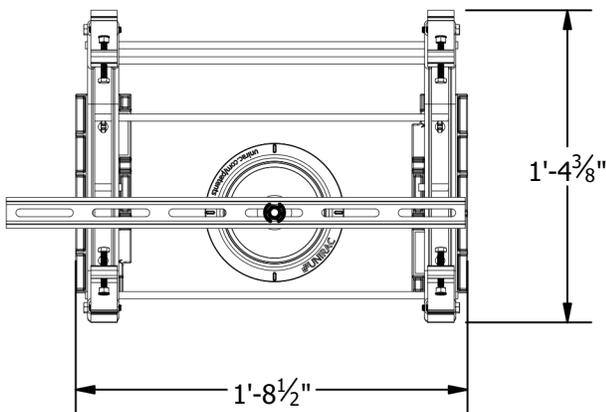
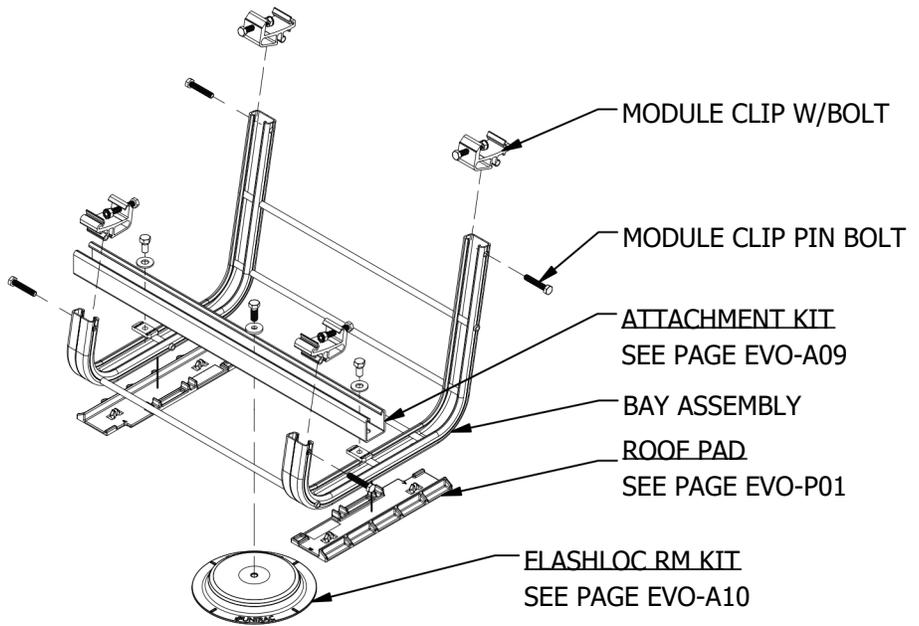
**UNIRAC**<sup>®</sup>  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS
DESCRIPTION:	MODULE CLIP PIN BOLT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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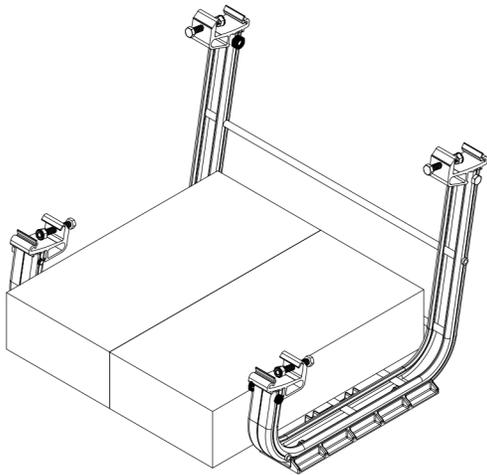
1411 BROADWAY BLVD  
ALBUQUERQUE, NM 87102  
PHONE: 505.242.6411  
WWW.UNIRAC.COM

PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	ROOF ATTACHMENT ASSEMBLY
REVISION DATE:	12/10/2021

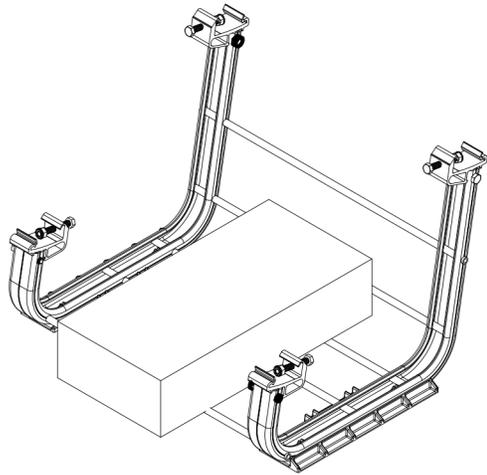
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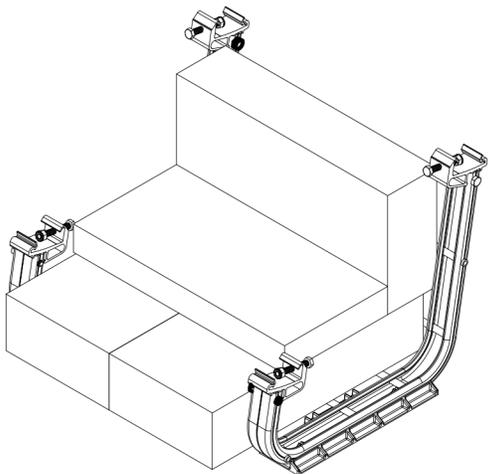
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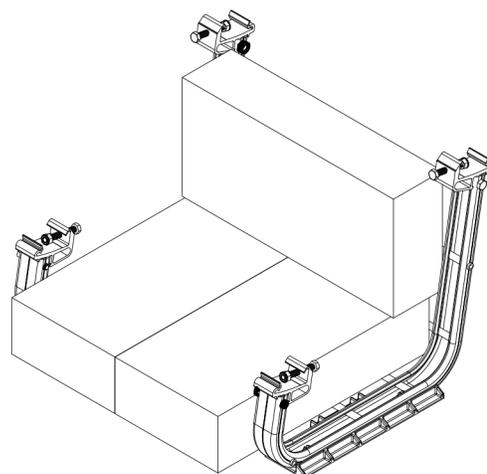
2 BLOCK BAY



1 BLOCK BAY



3-1/2 BLOCK BAY



3 BLOCK BAY



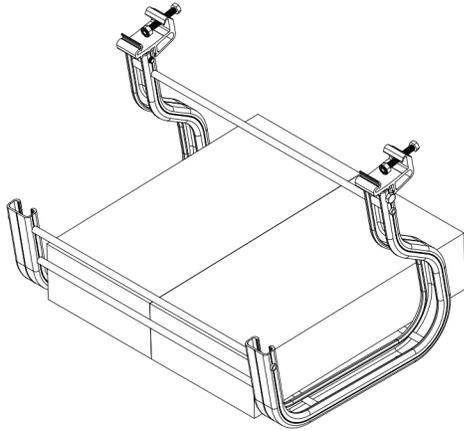
1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102 USA  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	FIELD BAY BALLAST LAYOUT
REVISION DATE:	12/10/2021

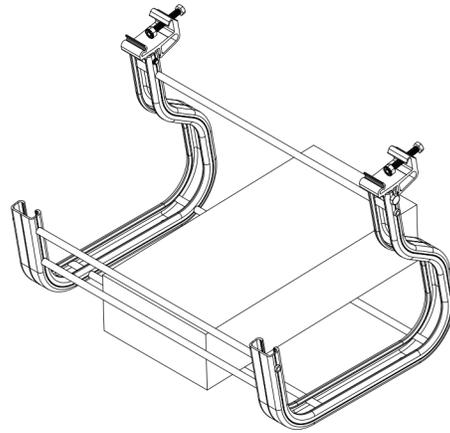
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 ALL DIMENSIONS ARE NOMINAL

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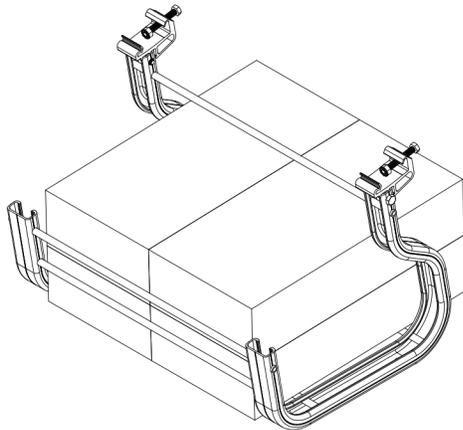
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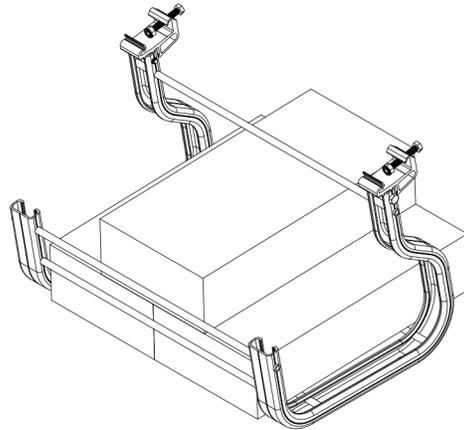
2 BLOCK BAY



1 BLOCK BAY



4 BLOCK BAY



3 BLOCK BAY



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 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
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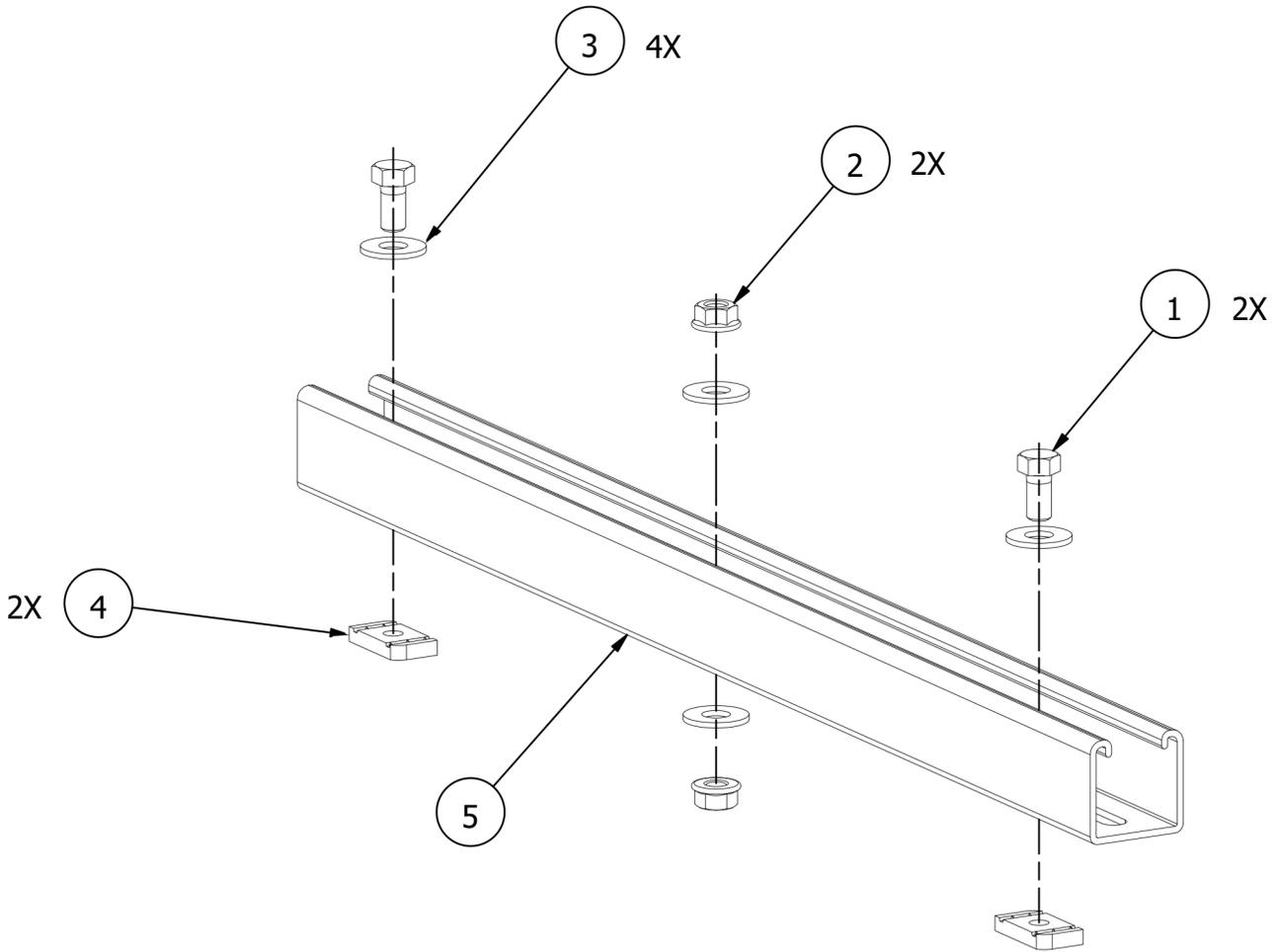
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	NORTH BAY BALLAST LAYOUT
REVISION DATE:	12/10/2021

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
310771	RM10 ATTACHMENT KIT



ATTACHMENT PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	2	M30304	3/8-16 X 3/4 HEX BOLT, SS
2	2	M31184	3/8-16 HEX FLANGE NUT, SS
3	4	M31130	3/8 WASHER, SS
4	2	M30383	3/8-16 STRUT NUT, ZN
5	1	M40600	1 5/8 X 1 5/8 X 24 IN STRUT, GALV

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 ALBUQUERQUE, NM 87102  
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PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	ASSEMBLY
DESCRIPTION:	RM10 ATTACHMENT KIT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL

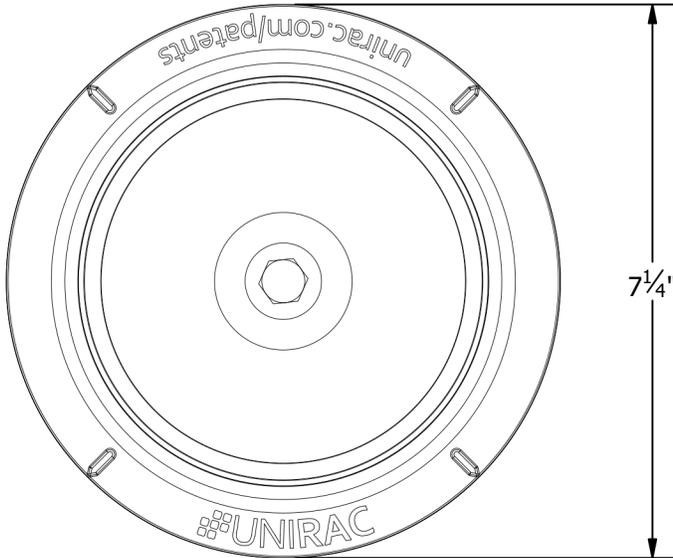
PRODUCT PROTECTED BY ONE OR MORE US PATENTS

LEGAL NOTICE

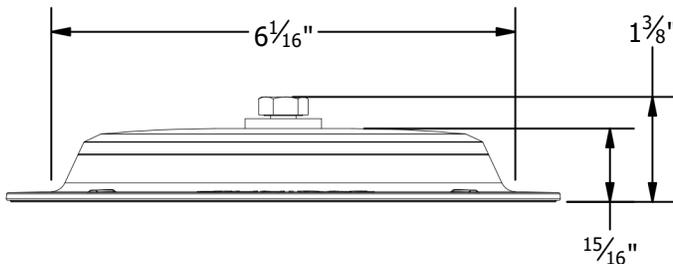
0 A 9 V 0  
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NOTES:

- ATTACHMENT CAN ACCOMMODATE ROOFING SCREW SIZES #12 - #15. FASTENER SIZE, LENGTH, AND QUANTITY TO BE SELECTED BY STRUCTURAL ENGINEER OF RECORD WHEN DESIGNING FOR THE SPECIFIC PROJECT CONSTRUCTION AND CAPACITY.
- REFER TO THE UNIRAC INSTALLATION GUIDE FOR PROPER USE OF CHEM LINK M1 AND ONE-PART SEALANTS FOR WATER TIGHT INSTALLATION.

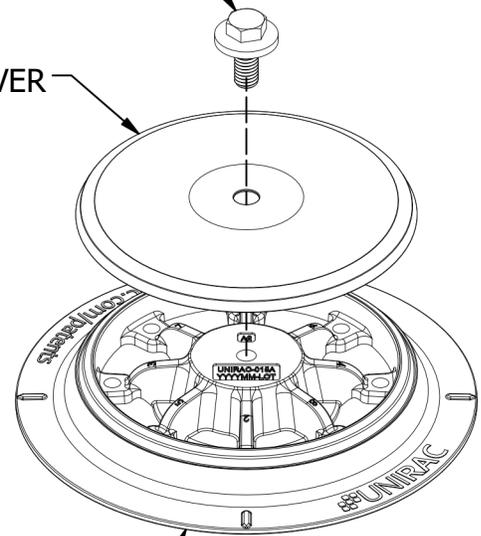


**TOP VIEW**



Ø 3/8" HARDWARE  
(PRE-ASSEMBLED)

COVER



BASE

PART # TABLE	
P/N	DESCRIPTION
310999	FLASHLOC RM KIT

*ULTIMATE TEST LOAD (WITH 8 ROOF FASTENERS)*

UPLIFT ULTIMATE CAPACITY	6,670 lbs.
SHEAR ULTIMATE CAPACITY	5,760 lbs.



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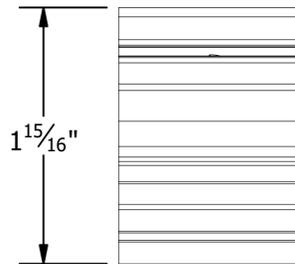
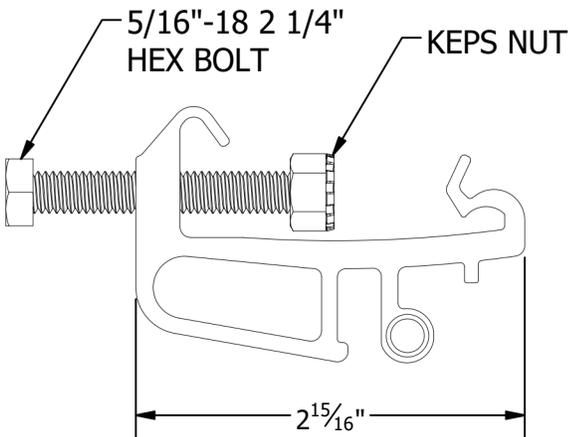
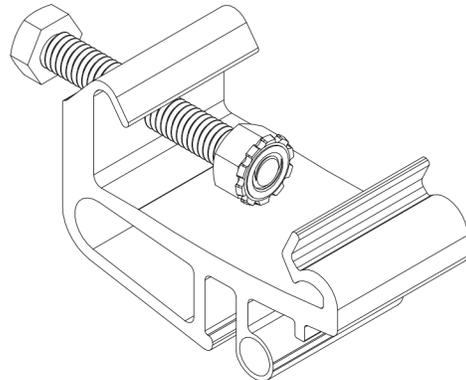
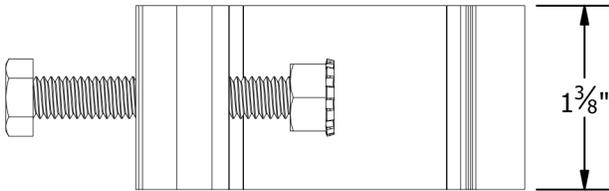
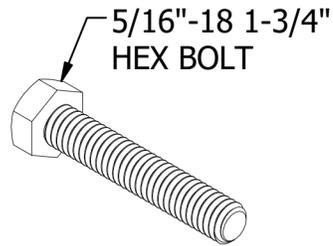
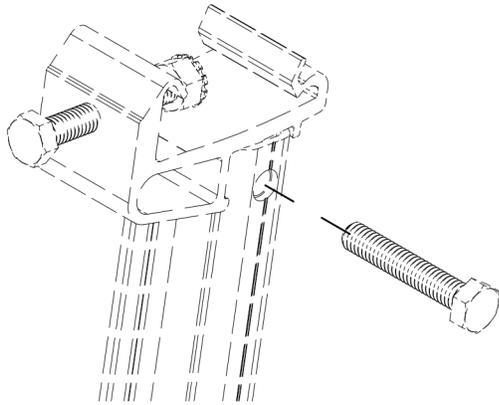
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	ASSEMBLY DETAIL
DESCRIPTION:	FLASHLOC RM KIT
REVISION DATE:	12/10/2021

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370020	RM10 EVO MODULE CLAMP KIT



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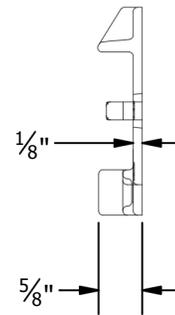
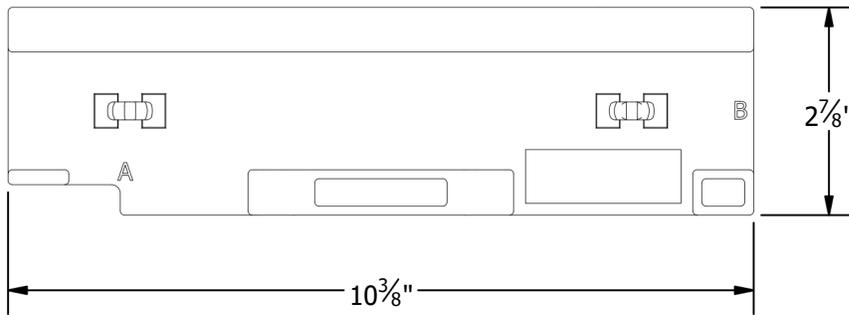
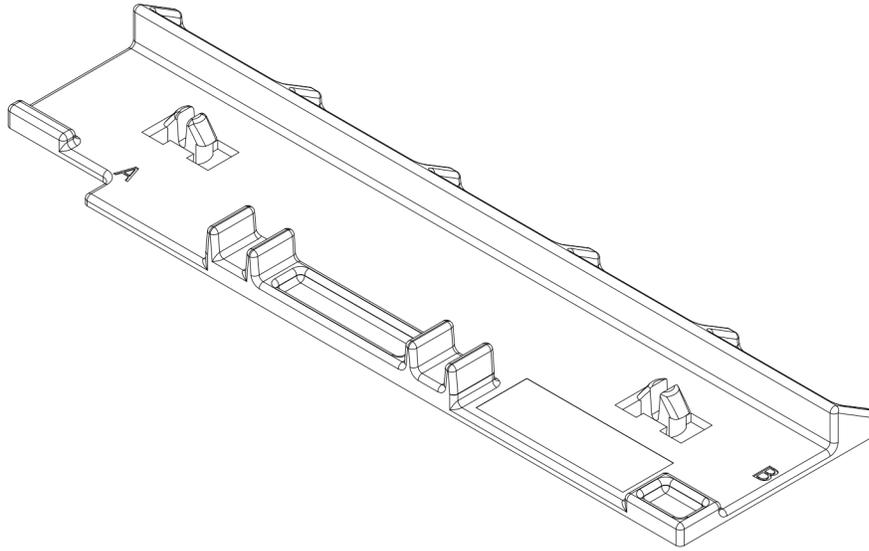
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS
DESCRIPTION:	MODULE CLIP PIN BOLT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
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 SHEET

PART # TABLE	
P/N	DESCRIPTION
310760	RM10 ROOF PAD



NOTES:

1. MATERIAL: TPE 70 SHORE A: SANTOPRENE 201-73, ELASTOCON 2870 OR UNISOFT TPE ST-70A BK-2-01.
2. FINISH: BLACK



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 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
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PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PART
DESCRIPTION:	RM10 ROOF PAD
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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<b>PROJECT TITLE</b>	<b>PROJECT ID</b>	<b>LAST UPDATED</b>
ROOFMOUNT RM10 EVO	5507F8EF	Mar. 6, 2026
		<b>ORIGINALLY CREATED</b>
		Mar. 2, 2026

<b>NAME</b>	Lexington Police Sector West	Designed by Tricia@sesre.com
<b>ADDRESS</b>	1795 Old Frankfort Pike, Lexington, KY 40504, USA	RM10 EVO
<b>CITY, STATE</b>	Lexington, KY	VSUN
<b>MODULE</b>	VSUN VSUN590N-144BMH-DG	39 - VSUN590N-144BMH-DG
		1564 ft2
		23.01 KW

**NOTE:** Installation of the project is intended to happen within the year of project designed in U-Builder. If it's past one year please rerun the design or contact Unirac Engineering Services.

Please refer to Chemlink roof compatibility guide for sealant compatibility. <https://chemlink.com/wp-content/uploads/2024/05/M-1-05082024.pdf>

## ENGINEERING INPUTS

### Plan Review

<b>AVERAGE PSF</b>	<b>5.93psf</b>
TOTAL NUMBER OF MODULES	39
TOTAL KW	23.01 KW
TOTAL STRUCTURE AREA	~1564 ft <sup>2</sup>
TOTAL WEIGHT ON ROOF	9282 lbs
RACKING WEIGHT	198 lbs
MODULE WEIGHT	2812 lbs
BALLAST WEIGHT	6240 lbs
MAX BAY LOAD (DEAD)	203 lbs
SEISMIC ATTACHMENTS COUNT	6
TOTAL ATTACHMENT COUNT	9
ATTACHMENT KIT WEIGHT	32.04 lbs
TOTAL BALLAST BLOCK COUNT	195

### Loads Used for Design

BUILDING CODE	ASCE 7-10
WIND SPEED	115.00 mph
GROUND SNOW LOAD	15.00 psf
SEISMIC, SS	0.188
SEISMIC, S1	0.091
ELEVATION	956 ft
WIND EXPOSURE	B
MRI	25
RISK CATEGORY	IV
VELOCITY PRESSURE, QZ	16.33 psf

### Inspection

PRODUCT	RM10 EVO
MODULE MANUFACTURER	VSUN
MODEL	VSUN590N-144BMH-DG
MODULE WATTS	590 watts
MODULE LENGTH	89.7"
MODULE WIDTH	44.7"
MODULE THICKNESS	1.4"
MODULE WEIGHT	72.1 lbs
ADD CENTRAL SUPPORT	No
SETBACK DISTANCE	4.0 ft
HALF BLOCK ALLOWED	No
BALLAST BLOCK (CMU) WEIGHT	32.0 lbs
MAX BLOCKS PER NORTH BAY	4
MAX BLOCKS PER NON NORTH BAY	3
BUILDING HEIGHT	24.0 ft
ROOF TYPE	OTHER
LONGEST BUILDING LENGTH	100.0 ft
SHORTEST BUILDING LENGTH	70.0 ft
PARAPET HEIGHT	24.0"
ATTACHMENTS OPTIMIZATION CRITERIA	Psf Limit
ROOF PSF LIMIT	UNIRAC FLASHLOC RM
ATTACHMENT TYPE	6.50 psf
ATTACHMENT CAPACITY UPLIFT	497.1 lbs
ATTACHMENT CAPACITY SHEAR	401.6 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RACKING/STREET
CONTROLLING COMPONENT SHEAR CAPACITY	RACKING/STREET

## ENGINEERING OUTPUTS

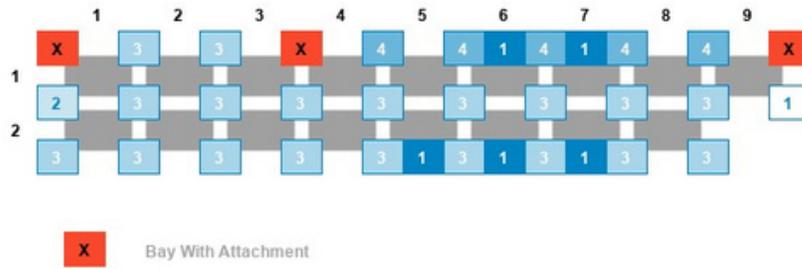
### Roof Area 1 - Array 1

<b>AVERAGE PSF</b>	<b>5.90psf</b>
TOTAL NUMBER OF MODULES	17
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	10.03 KW
TOTAL AREA	684 ft2
TOTAL WEIGHT ON ROOF	4040 lbs
RACKING WEIGHT	83 lbs
MODULE WEIGHT	1226 lbs
BALLAST WEIGHT	2720 lbs
MID SUPPORT KIT WEIGHT	0lbs
SEISMIC ATTACHMENTS COUNT	2
TOTAL ATTACHMENT COUNT	3
ATTACHMENT KIT WEIGHT	10.68 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RAC KIN G/ ST RU T
CONTROLLING COMPONENT SHEAR CAPACITY	497.1 lbs
ATTACHMENT CAPACITY UPLIFT	401.6 lbs
ATTACHMENT CAPACITY SHEAR	

### BOM

PART	QTY
RM10 EVO FIELD BAY	22
RM10 EVO NORTH ROW BAY	12
RM ROOF PAD	62
EVO MOD CLAMP SIDE BOLT BULK	85
EVO MOD CLAMP BULK	85
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	85

## Roof Area 1 - Array 1



### LEGEND



Module



Standard corner bay with CMU block count



Supplemental bay with CMU block count

Install roof pads to every bay.

## Roof Area 1 - Array 2

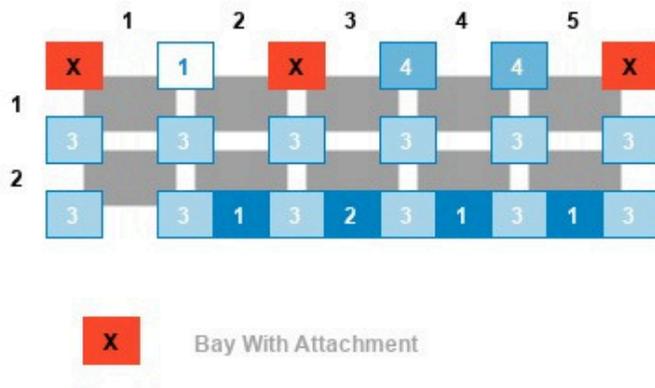
**AVERAGE PSF** **5.96psf**

TOTAL NUMBER OF MODULES	10
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	5.90 KW
TOTAL AREA	400 ft2
TOTAL WEIGHT ON ROOF	2385 lbs
RACKING WEIGHT	54 lbs
MODULE WEIGHT	721 lbs
BALLAST WEIGHT	1600 lbs
MID SUPPORT KIT WEIGHT	0lbs
SEISMIC ATTACHMENTS COUNT	2
TOTAL ATTACHMENT COUNT	3
ATTACHMENT KIT WEIGHT	10.68 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RAC KIN G/ ST RU T
CONTROLLING COMPONENT SHEAR CAPACITY	RAC KIN G/ ST RU T
ATTACHMENT CAPACITY UPLIFT	497.1 lbs
ATTACHMENT CAPACITY SHEAR	401.6 lbs

## BOM

PART	QTY
RM10 EVO FIELD BAY	16
RM10 EVO NORTH ROW BAY	6
RM ROOF PAD	38
EVO MOD CLAMP SIDE BOLT BULK	56
EVO MOD CLAMP BULK	56
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	50

## Roof Area 1 - Array 2



### LEGEND

- Module
- 1 Standard corner bay with CMU block count
- 4 Supplemental bay with CMU block count

Install roof pads to every bay.

## Roof Area 1 - Array 3

AVERAGE PSF

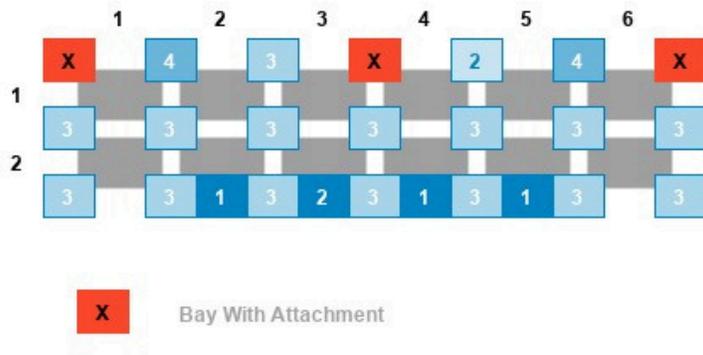
**5.95psf**

TOTAL NUMBER OF MODULES	12
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	7.08 KW
TOTAL AREA	480 ft2
TOTAL WEIGHT ON ROOF	61 lbs
RACKING WEIGHT	865 lbs
MODULE WEIGHT	1920 lbs
BALLAST WEIGHT	0lbs
MID SUPPORT KIT WEIGHT	2
SEISMIC ATTACHMENTS COUNT	3
TOTAL ATTACHMENT COUNT	10.68 lbs
ATTACHMENT KIT WEIGHT	RAC KIN G/ ST RU T
CONTROLLING COMPONENT UPLIFT CAPACITY	497.1 lbs
CONTROLLING COMPONENT SHEAR CAPACITY	401.6 lbs
ATTACHMENT CAPACITY UPLIFT	
ATTACHMENT CAPACITY SHEAR	

## BOM

PART	QTY
RM10 EVO FIELD BAY	18
RM10 EVO NORTH ROW BAY	7
RM ROOF PAD	44
EVO MOD CLAMP SIDE BOLT BULK	64
EVO MOD CLAMP BULK	64
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	60

## Roof Area 1 - Array 3



### LEGEND

- Module
- 1 Standard corner bay with CMU block count
- 4 Supplemental bay with CMU block count

Install roof pads to every bay.

## ROOF PAD DETAILS

---

Minimum ratios by main roof types for application where friction coefficients must be met:

EPDM	1:1	Pads on each primary bay
TPO	1:4	Pads on 1 of every 4 primary bays
PVC	1:4	Pads on 1 of every 4 primary bays
Mineral cap	N/A	No pads required

---

### NOTE

1. It is always an option to apply roof pads to all bays in an array even when not required
2. Roof pads are always applied 2 per bay (one on each ski to avoid unbalancing chassis).
3. When installing minimum roof pads for friction (at 1:4 ratio), apply 2 roof pads to every 4<sup>th</sup> primary bay staggering the offset between the rows:
  1. Alternatively, install 2 roof pads to every other bay in a row of bays, then skip a row, and do it again
  2. Skip any bays that have mechanical roof attachments (i.e., Anchor products, FlashLoc RM or OMG attachments).

## WIND DESIGN DETAIL

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Terrain Category	B	Section 26.7 (ASCE 7-10)
Basic Wind Speed	115.00 mph	
Elevation	956.00 ft	
Risk Category	IV	Table 1.5-1 (ASCE 7-10)
Mean Roof Height	24.0 ft	
Numerical Coefficient	0.002555	
Topographic Factor, $K_{zt}$	1.00	Section 27.3.2 (ASCE 7-10)
Wind Directionality Factor, $K_d$	0.85	Section 26.8.2 (ASCE 7-10)
Velocity Pressure Exposure Coefficient, $K_z$	0.66	Table 26.6-1 (ASCE 7-10)
Design Life Factor <sup>2</sup> , $f_{2c}$	0.8649	Section 30.3-1 (ASCE 7-10)
Velocity Pressure at Height, $Q_h$	18.88 psf	Equation 26.5-2 (ASCE 7-10)
Design Life Velocity Pressure, $Q_z = Q_h \times f$	16.33 psf	Section 30.3.1 (ASCE 7-10)
		Equation C26.5-4 (ASCE 7-10)
	$c^2$	

## SEISMIC DESIGN PER SEAOC PV1-2012

Site Classification		
Ss	D_DEFAULT	Section 11.4.2 (ASCE 7-10)
S1	0.188	Section 11.4.1 (ASCE 7-10)
Risk Category	g	Section 11.4.1 (ASCE 7-10)
Coefficient of Friction, $\mu_0$	0.091 IV	
Site Coefficient, Fa	g	UTR 229
Site Coefficient, Fv	0.4	
SMS	1.600	Table 11.4-1 (ASCE 7-10)
SM1	2.400	Table 11.4-2 (ASCE 7-10)
SDS	0.301 g	Section 11.4.3 (ASCE 7-10)
SD1	0.218 g	Section 11.4.3 (ASCE 7-10)
Module Weight	0.201 g	Section 11.4.4 (ASCE 7-10)
Racking and Ballast Weight to One Module	0.146 g	Section 11.4.4 (ASCE 7-10)
Capacity of Connections to One Module (N/S)	72.09 lbs	
Capacity of Connections to One Module (E/W)	88.75 lbs	
W1 (Module, Racking, and Ballast Weight to One Module)	227.00 lbs	
Maximum of 0.133 SDS W1 or 0.1 W1	377.00 lbs	UTR 332
Maximum Number of Modules per Row (N-S)		UTR 332
Maximum Number of Modules per Column (E-W)	160.84 lbs	
Building Importance Factor, Ie	16.08 lbs	
Importance Factor of Array, Ip	14	
Seismic Design Category	23	
Seismic Design Displacement $\delta$	1.50	
	1.50	Table 1.5-2 (ASCE 7-10)
		Section 13.1.3 (ASCE 7-10)
	D	Section 11.6 (ASCE 7-10)
		SEAOC PV16
	$m_{pv} = [(S_{DS} - 0.4)2 \times 60 \text{ in}] \text{ or } 6 \text{ in}$	-
Setback Between Arrays ( $0.5 \times I_p \times \delta m_{pv}$ )	6.00"	SEAOC PV16
Setback Between Array and Objects ( $I_p \times \delta m_{pv}$ )	4.50"	SEAOC PV16
Setback Between Array and Roof Edge without Parapet ( $1.5 \times I_e \times \delta m_{pv}$ )	9.00"	SEAOC PV16
	13.50"	SEAOC PV16

## Seismic Design Summary : Attached System

Roof Number	Roof Area 1	Roof Area 1	Roof Area 1	
Array Number	1	2	3	
Number of Modules	17	10	12	
Attachments	3	3	3	
Number of Seismic Attachments	2	2	2	
Array Weight, $W_p$				
Component Importance Factor, $I_p$ Section 13.1.3 (ASCE 7-10)	4039.5 lbs	2385.5 lbs	2857.0 lbs	
Component Response Factor, $R_p$ Table 13.6-1 (ASCE 7-10)	1.5	1.5	1.5	
Horizontal Seismic Design Force, $F_p$ ( $0.4 \times a_p \times S$ )	1.5	1.5	1.5	
	$0.5 \times W_p f (1 + 2z/h) / (R_p/I_p)$	972.1 lbs	574.0 lbs	687.5 lbs
Equation 13.3-1 (ASCE 7-10)				
Minimum $F_p$ ( $0.3 \times SDS \times I_p \times W_p$ )				
Equation 13.3-3 (ASCE 7-10)	364.5 lbs	215.3 lbs	257.8 lbs	
Maximum $F_p$ ( $1.6 \times SDS \times I_p \times W_p$ )				
Equation 13.3-2 (ASCE 7-10)				
Used $F_p$	1944.1 lbs	1148.1 lbs	1375.0 lbs	
Net ASD $F_p$ , ( $0.7 \times F_p$ )				
Section 13.1.7 (ASCE 7-10)	972.1 lbs	574.0 lbs	687.5 lbs	
Max. Allowable Shear per Attachment				
	680.4 lbs	401.8 lbs	481.3 lbs	
Max. Shear Load per Attachment				
C heck				
	401.6 lbs	401.6 lbs	401.6 lbs	
	226.8 lbs	133.9 lbs	160.4 lbs	
	OK	OK	OK	

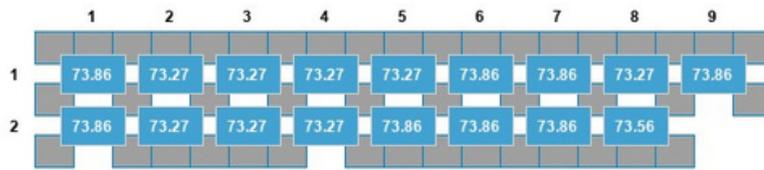
Note : Please address the warnings if you find None values in the table.

## SNOW DESIGN

Risk Category		
Importance Factor, $I_S$	IV	Table 1.5-1 (ASCE 7-10)
Exposure Category	1.20	Table 1.5-2 (ASCE 7-10)
Exposure Factor, $C_e$	B	Section 26.7 (ASCE 7-10)
Thermal Factor, $C_t$	1.00	Table 7.2 (ASCE 7-10)
Ground Snow, $p_g$	1.00	Section C7.8 (ASCE 7-10)
Tilt Angle	15.00psf	
Minimum Snow Load, $p_m$	10°	
$p_m = I_S p_g$ , For $p_g \leq 20$ psf		
$p_m = 20 I_S$ , For $p_g > 20$ psf		
Flat Roof Snow Load, $p_f = \text{Max}(0.7 C_e C_t I_S p_g, p_m)$	18.00psf	Section 7.3.4 (ASCE 7-10)
Slope Factor, $C_s$	24.00psf	Section 7.3.4 (ASCE 7-10)
Sloped Roof Snow Load, $p_s = C_s p_f$	18.00psf	Equation 7.3-1 (ASCE 7-10)
	1.0	Figure 7-2a (ASCE 7-10)*
	18.00 psf	Equation 7.4-1 (ASCE 7-10)*

\*Section C7.8 states "collectors should be designed to sustain a load calculated by using the "unobstructed slippery surfaces" curve in Figure 7.4-1." This indicates that  $C_t \leq 1.0$ . Per Figure 7-2a for a roof slope of 10° with the unobstructed slippery surfaces graph,  $C_s = 1.0$ .

### DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 1



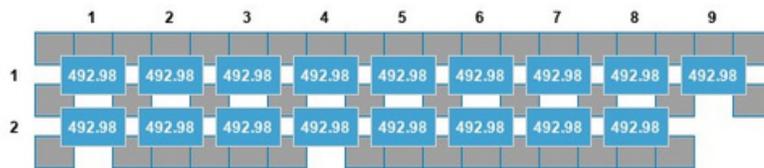
Units: lbs

**X** Dead Load = Module WL + Clamp & Bolt WL

#### LEGEND

Module

### SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 1



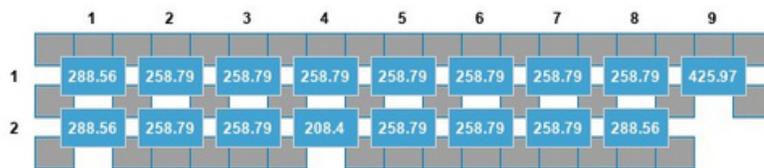
Units: lbs

**x** Total Snow Load per Module = Module Area \* Flat Roof Snow Load

#### LEGEND

Module

### WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 1



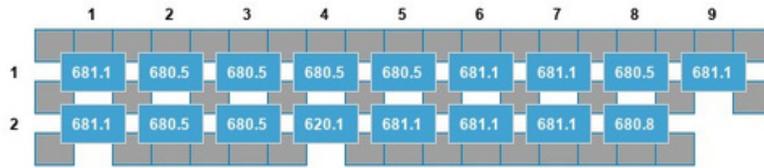
Units: lbs

**X** Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

#### LEGEND

Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 1**



Units: lbs  
 Downward Force = MAX(DL + SL, DL + 0.6WL, DL + 0.45WL + 0.75SL)

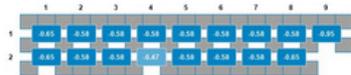
Where:  
 DL = Dead Load  
 SL = Snow Load  
 WL = Wind Load(Downward)

**LEGEND**

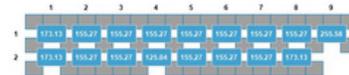
Module

**UPLIFT CALCULATIONS**

**Modified Gcp factor per module (uplift) map - Roof Area 1 - Array 1**



**Factored total wind uplift map - Roof Area 1 - Array 1**

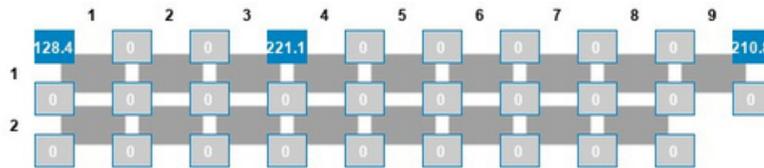


Units: lbs  
 Total Uplift with Factor = 0.6 \* Gcp \* gcp \* uplift area

**LEGEND**

Module

**Uplift load on attachments - Roof Area 1 - Array 1**



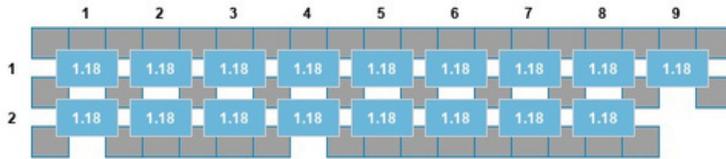
**LEGEND**

Module

Utilised attachment capacity on uplift

## DRAG CALCULATIONS

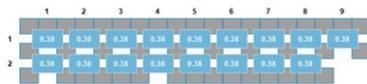
### Drag Gcp factor per module - Roof Area 1 - Array 1



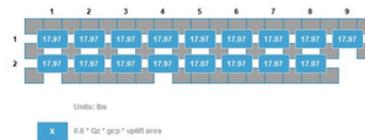
#### LEGEND

 Module

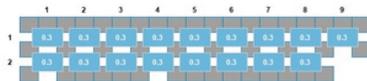
### Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 1



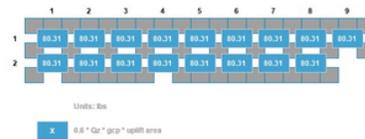
### Drag load- Roof Area 1 - Array 1



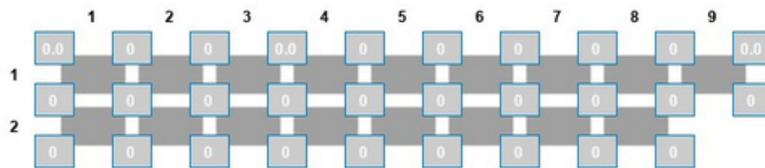
### Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 1



### Uplift for drag load- Roof Area 1 - Array 1



### Shear load on attachments (Sliding) - Roof Area 1 - Array 1

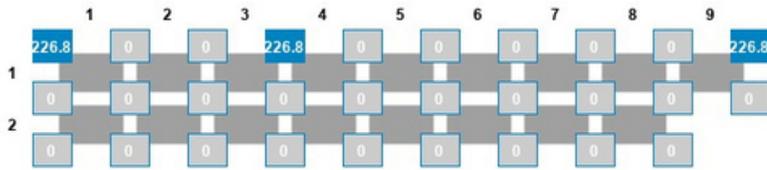


#### LEGEND

 Module

 Utilised attachment capacity on shear

## Shear load on attachments (Seismic) - Roof Area 1 - Array 1



### LEGEND



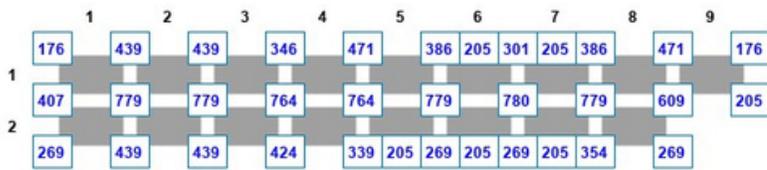
Module



Utilised attachment capacity on shear

## TOTAL DOWNLOAD CALCULATIONS

### Total downpoint load per bay - Roof Area 1 - Array 1



Units: lbs



Down Point Load = Down point load on module contribution+ bay weight with ballast

### LEGEND



Module



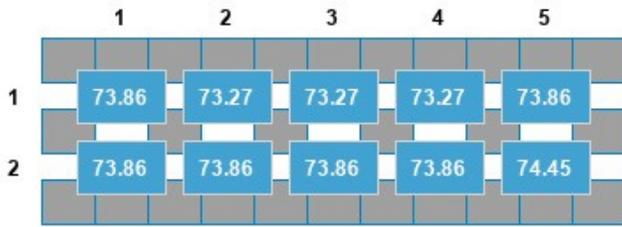
Bay - Downpoint load

### NOTE

Forexact values please check DXF file.

**DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 2**

---



Units: lbs

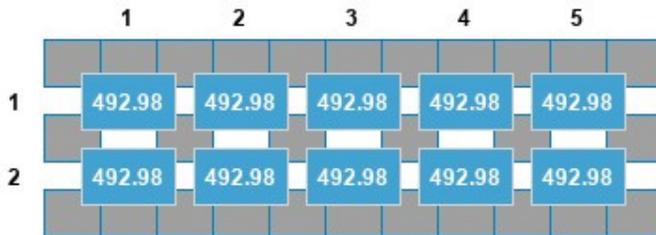
**X** Dead Load = Module Wt. + Clamp & Bolt Wt.

**LEGEND**

 Module

**SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 2**

---



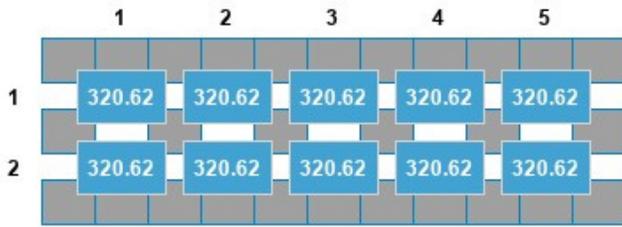
Units: lbs

**X** Total Snow Load per Module = Module Area \* Flat Roof Snow Load

**LEGEND**

 Module

**WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 2**



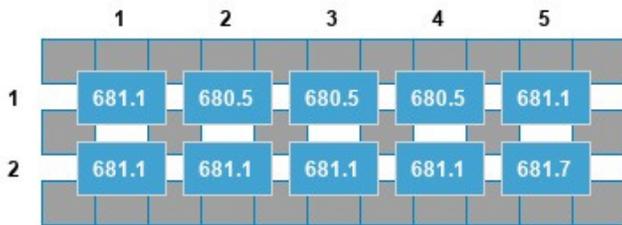
Units: lbs

**X** Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

**LEGEND**

 Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 2**



Units: lbs

Downward Force =  $\text{MAX}(\text{DL} + \text{SL}, \text{DL} + 0.6\text{WL}, \text{DL} + 0.45\text{WL} + 0.75\text{SL})$

**X** Where:

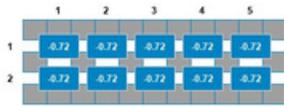
DL = Dead Load  
 SL = Snow Load  
 WL = Wind Load(Downward)

**LEGEND**

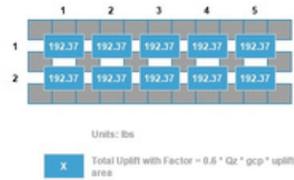
 Module

## UPLIFT CALCULATIONS

Modified Gcp factor per module (uplift) map  
- Roof Area 1 - Array 2



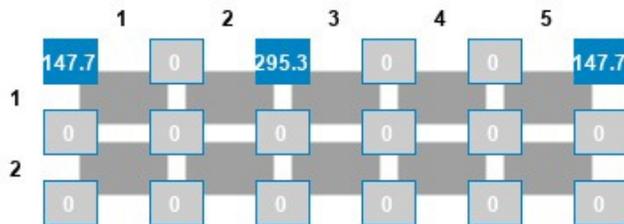
Factored total wind uplift map - Roof Area 1 -  
Array 2



### LEGEND

 Module

Uplift load on attachments - Roof Area 1 - Array 2



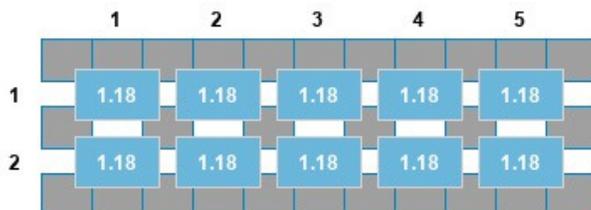
### LEGEND

 Module

 Utilised attachment capacity on uplift

## DRAG CALCULATIONS

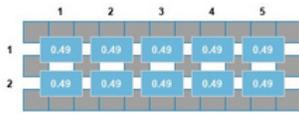
Drag Gcp factor per module - Roof Area 1 - Array 2



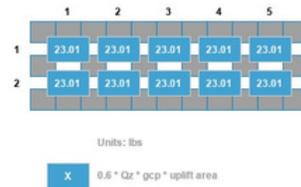
### LEGEND

 Module

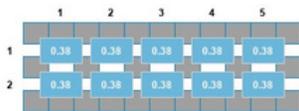
### Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 2



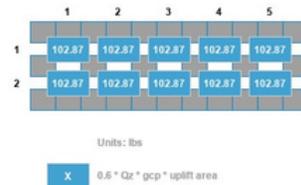
### Drag load- Roof Area 1 - Array 2



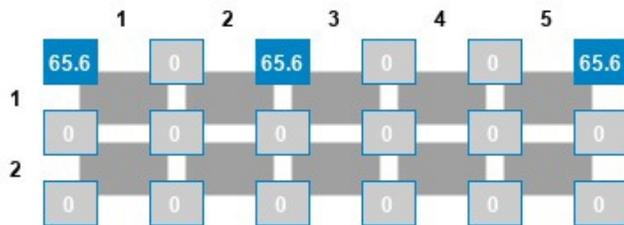
### Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 2



### Uplift for drag load- Roof Area 1 - Array 2



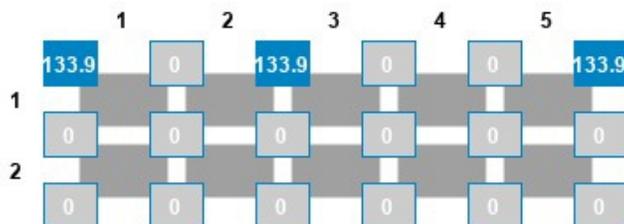
### Shear load on attachments (Sliding) - Roof Area 1 - Array 2



#### LEGEND

-  Module
-  Utilised attachment capacity on shear

### Shear load on attachments (Seismic) - Roof Area 1 - Array 2



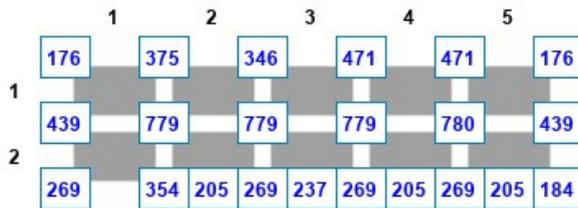
**LEGEND**

 Module

 Utilised attachment capacity on shear

**TOTAL DOWNLOAD CALCULATIONS**

**Total downpoint load per bay - Roof Area 1 - Array 2**



Units: lbs

 Down Point Load = Down point load on module contribution+ bay weight with ballast

**LEGEND**

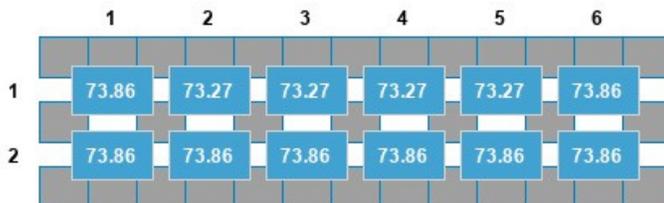
 Module

 Bay - Downpoint load

**NOTE**

Forexact values please check DXF file.

**DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 3**



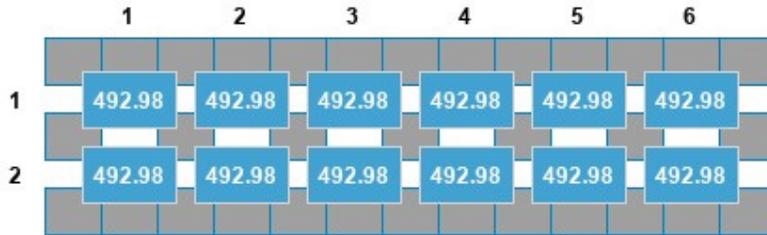
Units: lbs

 Dead Load = Module Wt. + Clamp & Bolt Wt.

LEGEND

Module

SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 3



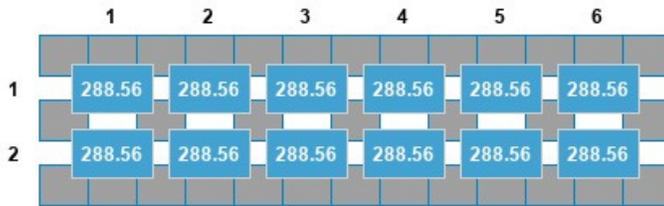
Units: lbs

$\times$  Total Snow Load per Module = Module Area \* Flat Roof Snow Load

LEGEND

Module

WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 3



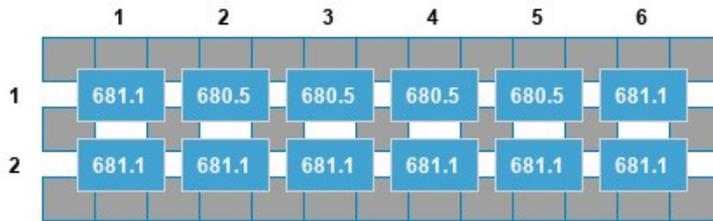
Units: lbs

$\times$  Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

LEGEND

Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 3**



Units: lbs

Downward Force = MAX(DL + SL, DL + 0.6WL, DL + 0.45WL + 0.75SL)

X

Where:

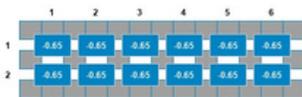
- DL = Dead Load
- SL = Snow Load
- WL = Wind Load(Downward)

**LEGEND**

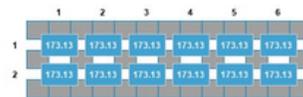
Module

**UPLIFT CALCULATIONS**

**Modified Gcp factor per module (uplift) map - Roof Area 1 - Array 3**



**Factored total wind uplift map - Roof Area 1 - Array 3**



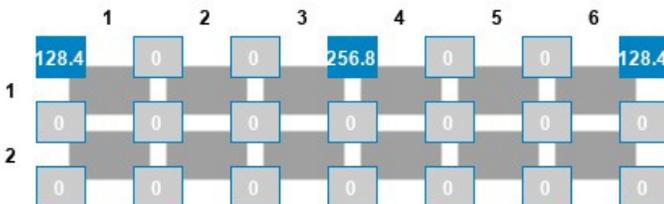
Units: lbs

X Total Uplift with Factor = 0.6 \* Qz \* gcp \* uplift area

**LEGEND**

Module

**Uplift load on attachments - Roof Area 1 - Array 3**



**LEGEND**



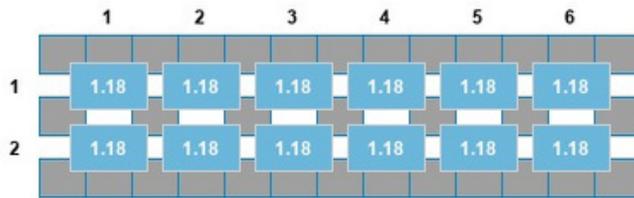
Module



Utilised attachment capacity on uplift

**DRAG CALCULATIONS**

**Drag Gcp factor per module - Roof Area 1 - Array 3**

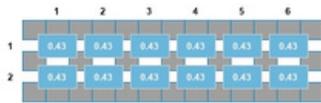


**LEGEND**

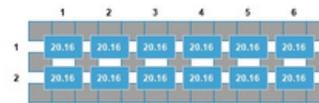


Module

**Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 3**



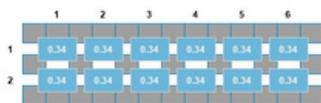
**Drag load- Roof Area 1 - Array 3**



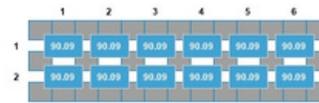
Units: lbs

**X**  $0.6 * Q_z * gcp * \text{uplift area}$

**Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 3**



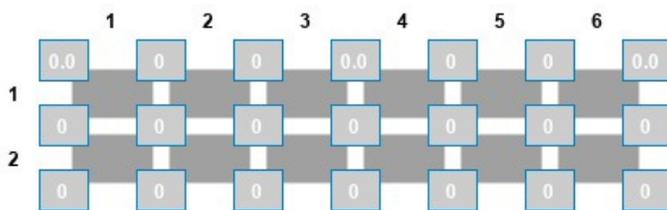
**Uplift for drag load- Roof Area 1 - Array 3**



Units: lbs

**X**  $0.6 * Q_z * gcp * \text{uplift area}$

**Shear load on attachments (Sliding) - Roof Area 1 - Array 3**

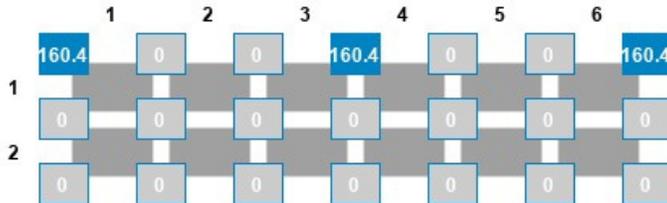


**LEGEND**

 Module

 Utilised attachment capacity on shear

**Shear load on attachments (Seismic) - Roof Area 1 - Array 3**



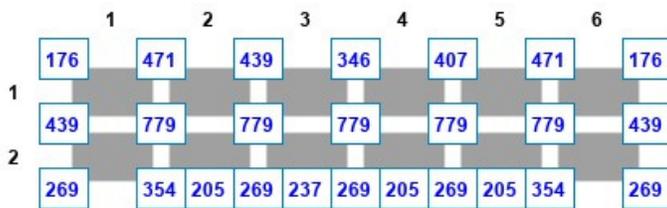
**LEGEND**

 Module

 Utilised attachment capacity on shear

**TOTAL DOWNLOAD CALCULATIONS**

**Total downpoint load per bay - Roof Area 1 - Array 3**



Units: lbs

 Down Point Load = Down point load on module contribution+ bay weight with ballast

**LEGEND**

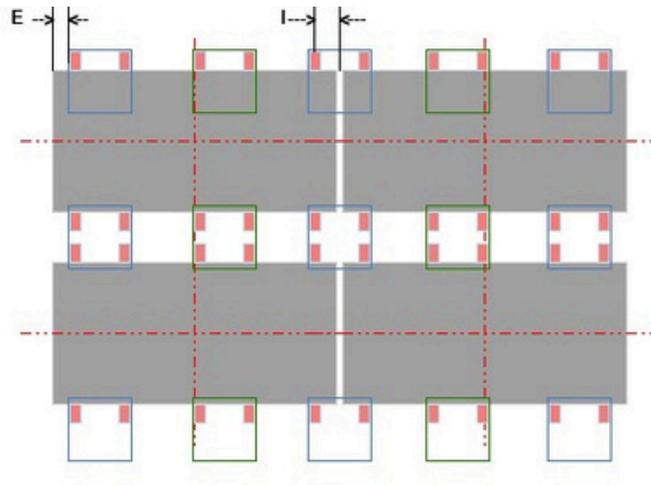
 Module

 Bay - Downpoint load

**NOTE**

Forexact values please check DXF file.

## CLAMPS LOCATIONS AND MAX MODULE PRESSURES



### NOTE :

1. Supplemental bays are placed symmetric to the module.
2. Edge cantilever distance to clamp(E) = 1.60" approx.
3. Edge of module to clamp center(I): 8.69".
4. supplemental bay add four clamps per module.
5. mid support will add two clamps per module for down force only.

### LEGEND

	Module
	Primary bay
	Supplemental bay
	Clamp

FACTORED MAX UPWARD PRESSURE ON MODULE :	9.33psf
FACTORED MAX DOWNWARD PRESSURE ON MODULE :	24.89psf

### NOTE

1. Terrapin testing report roof mount ballast support coefficient of friction testing RM 2.0 family (July 13, 2016) (Static, Kinetic, Wet and Dry testing performed)

## RM10 EVO U-BUILDER® PRODUCT ASSUMPTIONS

### RM10 EVO – Ballasted Flat Roof Systems

*Limitations of Responsibility: It is the user's responsibility to ensure that inputs are correct for your specific project.*

*Unirac is not the solar, electrical, or building engineer of record and is not responsible for the solar, electrical, or building design for this project.*

## Building Assumptions

1. Minimum allowed setback distance is 1.00ft
2. Building Height  $\leq$  150.00ft
3. Building Height > 50.00ft: only where  $(\text{longest length of building} \times \text{building height})^{0.5} \leq 100.00\text{ft}$
4. Roof Slope  $\geq 0^\circ$  (0:12) and  $\leq 3^\circ$  (5/8:12) for Seismic Design Category C, D, E and F. For low seismic regions Seismic Design Category A and B (provided Array Importance factor = 1.0), Roof Slope  $\geq 0^\circ$  (0:12) and  $\leq 7^\circ$  (1 1/2:12).
5. Roofing Material Types: EDPM, PVC, TPO, or Mineral Cap
6. Surrounding Building Grade: Level

**Ballast Blocks** The installer is responsible for procuring the ballast blocks (Concrete Masonry Units – CMU) and verifying the required minimum weight needed for this

design. CMU should comply with ASTM standard specification for concrete roof pavers designation (C1491 or C90 with an integral water repellent suitable for the climate it is placed. It is recommended that the blocks are inspected periodically for any signs of degradation. If degradation of the block is observed, the block should immediately be replaced.

The CMU ballast block should have nominal dimensions of 4.00" x 8.00" x 16.00". The actual block dimensions are 0.37" less than the nominal dimensions. Ballast blocks should have a weight as specified for the project in the "Inspection" section of this report.

## Design Parameters

1. Risk Category I to IV
2. Wind Design
  - a. Basic Wind Speed: 110.00mph - 150.00mph (ASCE 7-10)/90.00mph - 180.00mph (ASCE 7-16)
  - b. Exposure: B, C or D (ASCE 7-10/ASCE 7-16)
  - c. 25 year or 50 year Design Life for ASCE 7-10 /50 year Design Life for ASCE 7-16
  - d. Elevation: Insertion of the project at - grade elevation can result in a reduction of wind pressure. If your project is in a special case study region or in an area where wind studies have been performed, please verify with your jurisdiction to ensure that elevation effects have not already been factored into the wind speed. If elevation effects have been included in your wind speed, please select 0.00ft as the project site elevation.
  - e. Wind Tunnel Testing: Wind tunnel testing coefficients have been utilized for design of the system.
3. Snow Design
  - a. Ground Snow Load: 0 - 100.00psf (ASCE 7-10/ASCE 7-16)
  - b. Roof Snow Load: Calculation per Section 7.3 (ASCE 7-10/ASCE 7-16)
  - c. Unbalanced/Drifting/Sliding: Results are based on the uniform snow loading and do not consider unbalanced, drifting, and sliding conditions
4. Seismic Design
  - a. Report *SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 – Structural Seismic Requirements and Commentary for Rooftop Solar Photovoltaic Arrays*

## Properties

1. Bay Weight: 2.45 lbs
2. Module Gaps (E/W) = 0.25"
3. Module Gaps (N/S) = 13.50"

## Testing

1. Coefficient of Friction
2. Wind Tunnel
3. UL 2703
4. Component Testing (Bay and Clamp)

## Setbacks

For the wind tunnel recommendations in U-BUILDER® to apply, the following setbacks should be observed/followed for U-BUILDER® wind design:

1. Modules should be placed a minimum of 3.00 ft from the edge of the building in any direction.
2. If the array is located near an obstruction that is 3.50 ft wide and 3.50 ft high or larger, the nearest module of the array must be located a distance from the obstruction that is greater than or equal to the height of the obstruction. Exception: When using ASCE 7-16 Building Code and using the obstruction feature in the module editor to accurately model the size and location of obstruction.
3. Installations within the setbacks listed above require site specific engineering.
4. The setbacks above are for wind and seismic. Fire access isles, mechanical equipment etc., may require larger setbacks than listed above.

## Site Specific Engineering

Conditions listed below are beyond the capabilities of U-BUILDER®. Site specific engineering is required.

1. Building assumptions and design parameters outside of U-BUILDER® assumptions
2. Wind tunnel testing reduction factors are not permitted by the Authority Having Jurisdiction (AHJ)
3. Seismic designs that fall outside SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 recommendations (>3% roof slope, or AHJ's that require shake table testing or non-linear site-specific response history analysis)
4. Signed and sealed site-specific calculations, layouts, and drawings
5. Building that is not enclosed and categorized as open structures, carport or others

## Notes:

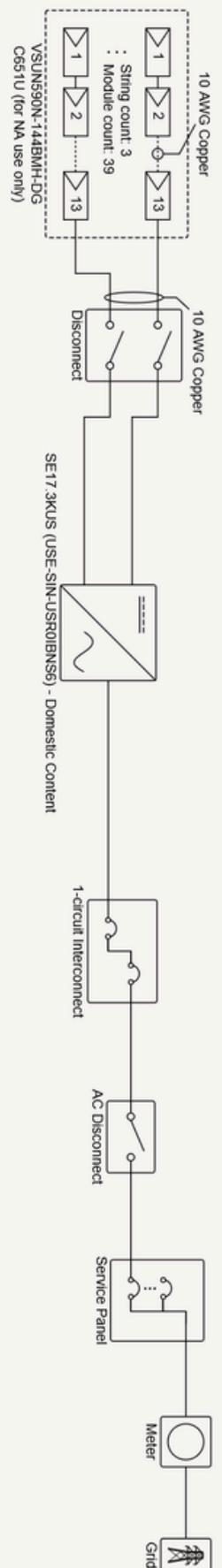
- Please contact [Engineering.Services@unirac.com](mailto:Engineering.Services@unirac.com) for more information.



SOLAR ENERGY SOLUTIONS  
 1038 BRENTWOOD CT. STE B  
 LEXINGTON, KY 40511  
 TEL: (877) 312-7456

REVISIONS			
DESCRIPTION	DATE	REV	BY
For Bid	03/06/2023		

Signature with Seal



Module Specifications	
39X VSUN VSUN590N-144BMH-DG	
STC Rating	390 W
Vmp	43.11 V
Imp	13.69 A
Voc	51.79 V
ISC	14.49 A

Inverter Specifications	
1X Softedge SE17 3KUS (USE-SIN-USR0IBNS6) - Domestic Content	
Max AC Power Rating	17.3 kW
Max Input Voltage	600 V
Min AC Power Rating	0 W
Min Input Voltage	370 V

Wire Schedule		
Tier	Wire	Length
String	3x 10 AWG	264ft

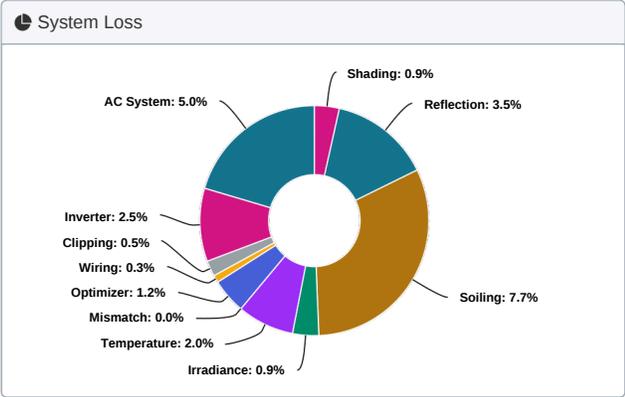
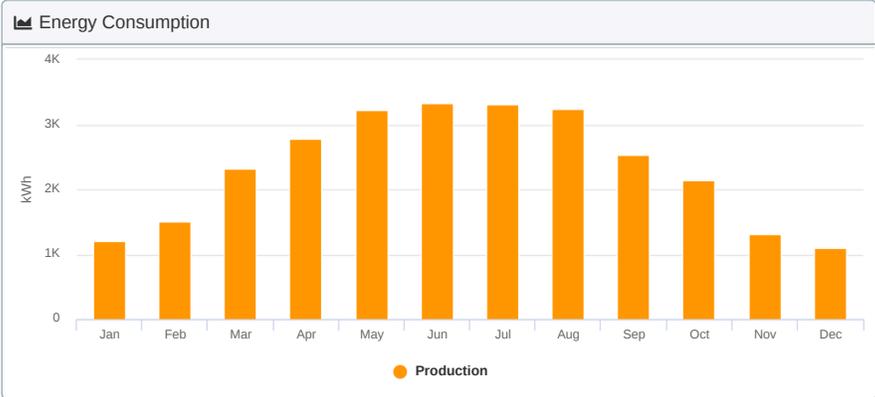
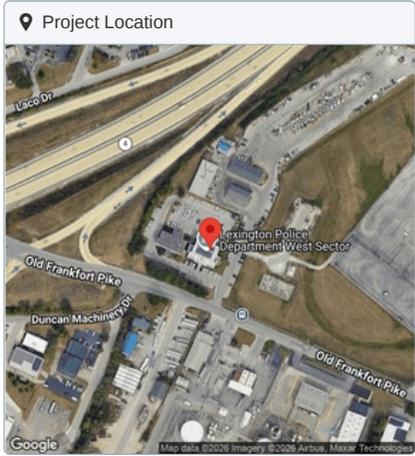
**1 ELECTRICAL LINE DIAGRAM**  
 PV-2  
 SCALE: NTS

Police Sector West 1795 Old Frankfort Pike, Lexington, KY	PROJECT NAME & ADDRESS	JOB NUMBER - SHEET NAME <b>ELECTRICAL LINE                  DIAGRAM</b> SHEET SIZE ANSI B 11" X 17" SHEET NUMBER <b>PV-2</b>
---	------------------------	--

# 23.01 kW VSUN 590 Lexington Police Sector West 1795 Old Frankfort Pike Lexington, Ky 40504

Project Details	
Address	1795 Old Frankfort Pike Lexington, Ky 40504
Owner	Solar Energy Solutions
Last Modified	Solar Energy Solutions 4 minutes ago (38.06168220000001, -84.54027769999999) (GMT -5)
Location	Default Commercial
Profile	

System Metrics	
Design	23.01 kW VSUN 590
Module DC Nameplate	23.01 kW
Inverter AC Nameplate	17.30 kW
Annual Production	Load Ratio: 1.33 28.0 MWh
Performance Ratio	77.9%
kWh/kWp	1,216.4
Weather Dataset	TMY, LEXINGTON BLUEGRASS AP, NSRDB (tmy3) e904549051-5abf85779f-481db701bd-6227c96bf6
Simulator Version	



Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m2)	Annual Global Horizontal Irradiance	1,473.9	-
	POA Irradiance	1,561.3	5.9%
	Shaded Irradiance	1,547.9	-0.9%
	Irradiance After Reflection	1,494.0	-3.5%
	Irradiance After Soiling	1,378.5	-7.7%
	<b>Total Collector Irradiance</b>	<b>1,378.6</b>	<b>0.0%</b>
Energy (kWh)	Nameplate	31,738.3	-
	Output at Irradiance Levels	31,452.1	-0.9%
	Output at Cell Temperature Derate	30,832.9	-2.0%
	Output after Electrical Mismatch	30,832.8	-0.0%
	Optimizer Output	30,462.7	-1.2%
	Optimal DC Output	30,385.9	-0.3%
	Constrained DC Output	30,220.7	-0.5%
	Inverter Output	29,461.5	-2.5%
	AC System Output	27,988.4	-5.0%
	<b>Energy to Grid</b>	<b>27,988.4</b>	<b>0.0%</b>
	<b>Temperature Metrics</b>		
	Avg. Operating Ambient Temp	15.3°C	
	Avg. Operating Cell Temp	22.4°C	
<b>Simulation Metrics</b>			
	Operating Hours	4,602	

Condition Set																		
Description		Condition Set 1																
Weather Dataset		TMY, LEXINGTON BLUEGRASS AP, NSRDB(tmy3) ( <a href="#">download</a> )																
Solar Angle Location		Meteo Lat/Lng																
Transposition Model		Perez Model																
Temperature Model		Sandia Model																
Temperature Model Parameters	Rack Type	a	b	Temperature Delta														
	Fixed Tilt	-3.56	-0.08	3.0°C 0.0°C 3.0°C														
	Flush Mount	-2.81	-0.05	3.0°C														
	East-West	-3.56	-0.08															
	Carport	-3.56	-0.08															
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D						
	1	3	1	2	1	0	8	5	5	5	5	8	1	0	1	2	1	3
Albedo	J	F	M	A	M	J	J	A	S	O	N	D						
	0	.	20	.	20	.	20	.	20	.	20	.	20	.	20	.	20	.
Rear Mismatch Loss	10%		Rear Shading Factor					5 %										
Module Transparency	0%		2		2													
Irradiation Variance	5.0%																	
Cell Temperature Spread	4.0°C																	
Module Binning Range	-2.5% to 2.5%																	
AC System Derate	5.00%																	
Component Characterizations	Type	Component					Characterization			Bifacial								
	Module	VSUN690N-144BMH-DG (VSUN)					Spec Sheet Characterization, PAN			False								
	Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)					Mfg Spec Sheet			N/A								
	Inverter	SE17.3KUS (USE-SIN-USR0IBNS6) - Domestic Content (SolarEdge)								N/A								

Design BOM		
Component	Type	Quantity
SE17.3KUS (USE-SIN-USR0IBNS6) - Domestic Content (SolarEdge)	Inverters	1 (17.30 kW)
VSUN, VSUN590N-144BMH-DG, (590W)	Modules	39 (23.01 kW) 39 (25.35 kW)
C651U (for NA use only) (SolarEdge)	Optimizers	3 (263.8 ft)
10 AWG (Copper)	Strings	

Monthly Shading											
Month	GHI (kWh/m2)		POA (kWh/m2)		Shaded (kWh/m2)			Nameplate (kWh)		Grid (kWh)	
January	59.6	75.5	68.6	84.2	128.4	66.7	82.9	127.5	1,272.8	1,611.5	1,198.1
February	119.2	148.2	155.4	176.5		154.8	175.8	183.1	2,548.7	3,176.0	1,513.1
March	174.4	182.9	183.8	183.5		182.7	177.6	141.2	3,722.0	3,878.3	2,315.4
April	181.9	172.3	178.3	142.0		119.6	74.6	61.6	3,866.8	3,767.9	2,780.3
May	132.9	107.7	120.8	76.3	63.5				2,888.8	2,387.1	3,225.4
June	65.4	54.1							1,444.2	1,174.1	3,325.7
July											3,310.8
August											3,231.8
September											2,530.2
October											2,142.9
November											1,318.1
December											1,096.5

Design Wiring Zone			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11 - 19	Along Racking

Design Render



Field Segments

Description	Racking	Orientation Landscape	Tilt Module:	Azimuth Module:	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	(Horizontal) Landscape	10° Module:	203.309° Module:	1.1 ft 1.1 ft 1.1 ft	1x1 1x1 1x1	17 10	17 10 12	10.03 kW
Field Segment 2	Fixed Tilt	(Horizontal) Landscape	10° Module:	203.309° Module:			12		5.90 kW
Field Segment 3	Fixed Tilt	(Horizontal)	10°	203.309°					7.08 kW

## 2.1 CLARIFICATIONS AND DESIGN CONSIDERATIONS

### Please note the following:

- SES Understand that the owner allowance is exclusively for owner-directed work beyond the proposal and that reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.
- SES fully expects to achieve substantial completion within 75 days of award, but “beneficial use of the photovoltaic system” will be dependent on prompt action by the utility.
- SES plans to provide an exterior disconnect based on prior experience with LG&E-KU.
- SES expects to use either a spare breaker on the existing distribution panel (if determined to truly be a spare) or provide a new breaker in the spaces available.
- SES is capable of achieving domestic content upon request by blending in domestically manufactured modules. Inverters and racking are already sourced domestically.
- SES is proposing an array that conforms to the indicated areas in the RFP package. A more optimal design that creates one contiguous section of modules would likely reduce the number of attachments need to ensure a 6.5 PSF limit.
- SES understands the importance of aesthetics on and around the roof area, and strives to ensure every array is pleasing to the eye.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>AssuredPartners NL</b> <b>435 North Whittington Parkway, Suite 300</b> <b>Louisville, KY 40222</b>	<b>CONTACT Jackson Marion</b> <b>NAME</b> <b>PHONE (A/C, No, Ext): (502) 259-93041304</b>		<b>FAX (A/C, No): (502) 259-9304</b>
	<b>E-MAIL jackson.marion@assuredpartners.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : West Bend Insurance Company</b>			<b>15350</b>
<b>INSURER B : Kentucky Associated General Contractors</b>			
<b>INSURER C : Houston Casualty Company</b>			<b>42374</b>
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

<b>INSURED</b> <b>Solar Energy Solutions LLC</b> <b>1038 Brentwood Ct, Ste. B</b> <b>Lexington, KY 40511</b>	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
	<b>INSURER A : West Bend Insurance Company</b>			<b>15350</b>
<b>INSURER B : Kentucky Associated General Contractors</b>				
<b>INSURER C : Houston Casualty Company</b>			<b>42374</b>	
<b>INSURER D :</b>				
<b>INSURER E :</b>				
<b>INSURER F :</b>				

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:			B216504	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B216504	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			B216504	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	022592-23	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTH-	
							E.L. EACH ACCIDENT	\$ 4,500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 4,500,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,500,000
C	<b>Professional Lia</b>			HCC2571547	4/1/2025	4/1/2026	1,000,000	2,000,000
C	<b>Pollution Lia</b>			HCC2571547	4/1/2025	4/1/2026	1,000,000	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Solar Energy Solutions Affirmative Action Policy

## **Policy Statement**

SolarEnergy Solutions (SES) is committed to maintaining a workplace that is free from harassment of anykind. All employees are expected to conduct themselves in a professional manner and to treattheir colleagues with respect and dignity.

## **II. Definition of Harassment**

Harassment is defined asunwelcome conduct that is based on race, color, religion, sex, national origin, age, disability, geneticinformation, or any other protected status. Harassment becomes unlawful when:

- Enduring the offensive conduct becomes a condition of continued employment; or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Examples of harassment include, but are not limited to, offensive jokes, slurs, epithets, name-calling, physical assaults orthreats, intimidation, ridicule, insults, offensive objects or pictures, and interference with workperformance.

## **III. Reporting Procedure**

Anyemployee whobelievesthey have been subjected to harassment or have witnessed harassment in the workplaceshould promptly report the incident to the **Human Resources Manager**. The Human Resources Manager is designated to receive and investigate harassment complaints in a prompt, impartial, and confidential manner.

## **IV. Investigation Process**

Uponreceivinga harassmentcomplaint, the Human Resources Manager will initiate a thorough investigation. This processmay include interviews with the complainant, the alleged offender, and any witnesses. The investigation will be conducted as discreetly and confidentially as possible to protect the rightsof all parties involved.

## **V. Non-Retaliation Policy**

SESstrictly prohibitsretaliation against any employee for filing a harassment complaint, participating in aninvestigation, or opposing discriminatory practices. Any act of retaliation should be reportedimmediately to the Human Resources Manager and will be subject to disciplinary action,up to and including termination of employment.

## **VI. Enforcement**

Violations of thispolicy may result in disciplinary action, up to and including termination of employment. SESEncourages all employees to contribute to a positive work environment by reporting any behavior that violates this policy.

Solar Energy Solutions affirms its full compliance with all relevant laws and regulations pertaining to equal employment opportunity and non-discrimination, including but not limited to:

**The Civil Rights Act of 1964:** Solar Energy Solutions upholds the principles outlined in Title VII of the Civil Rights Act, which prohibits discrimination in employment based on race, color, religion, sex, or national origin.

**Executive Order 11246:** Solar Energy Solutions acknowledges its obligations under Executive Order 11246, which mandates affirmative action to ensure equal employment opportunities for all individuals, regardless of race, color, religion, sex, or national origin, in companies that contract with the federal government.

**The Rehabilitation Act of 1973:** Solar Energy Solutions complies with Section 503 of the Rehabilitation Act, which prohibits discrimination against individuals with disabilities and requires affirmative action to ensure their full participation in the workforce.

**The Americans with Disabilities Act (ADA):** Solar Energy Solutions adheres to the provisions of the ADA, which prohibits discrimination against qualified individuals with disabilities in all aspects of employment, including recruitment, hiring, promotion, and accommodation.

**The Age Discrimination in Employment Act (ADEA):** Solar Energy Solutions respects the rights of individuals aged 40 and older and complies with the ADEA, which prohibits age discrimination in employment practices.

**Other Applicable Laws and Regulations:** Solar Energy Solutions pledges to comply with all other federal, state, and local laws and regulations governing equal employment opportunity, non-discrimination, and affirmative action, including those related to sexual orientation, gender identity, veteran status, and other protected characteristics.

### **Responsibilities:**

**Implementation:** The Human Resources (HR) department is primarily responsible for implementing the Affirmative Action Plan (AAP) throughout Solar Energy Solutions. This includes overseeing the execution of recruitment strategies, training programs, and diversity initiatives outlined in the AAP.

**Monitoring:** HR personnel are tasked with monitoring the organization's compliance with the AAP, tracking progress towards diversity goals, and collecting data on workforce demographics and employment practices.

**Evaluation:** HR conducts regular evaluations of the AAP to assess its effectiveness, identify areas for improvement, and make necessary adjustments to promote diversity and equal employment opportunities within the organization.

### **Roles and Responsibilities:**

## Managers and Supervisors:

**Recruitment:** Managers and supervisors play a crucial role in the recruitment process by actively participating in the selection of diverse candidates, ensuring job postings reach a wide audience, and eliminating biases in the hiring process.

**Leadership:** Managers and supervisors are expected to lead by example, promoting a culture of diversity and inclusion within their teams and departments. They should foster an environment where all employees feel valued, respected, and empowered to contribute their unique perspectives.

**Performance Evaluation:** Managers and supervisors are responsible for evaluating employees based on job performance and merit, without regard to characteristics such as race, gender, or ethnicity. They should provide equal opportunities for advancement and career development to all employees.

## HR Personnel:

**Training and Development:** HR personnel are responsible for designing and delivering diversity training programs for employees, managers, and recruiters. These programs aim to raise awareness, enhance cultural competence, and foster inclusive behaviors in the workplace.

**Compliance:** HR ensures that Solar Energy Solutions complies with all relevant laws and regulations governing equal employment opportunity and affirmative action. They provide guidance to managers and supervisors on legal requirements and best practices for promoting diversity and preventing discrimination.

**Reporting:** HR collects and analyzes data on workforce demographics, recruitment efforts, and diversity initiatives, preparing reports for senior management and regulatory agencies to demonstrate compliance with the AAP.

## Other Stakeholders:

**Employees:** All employees are encouraged to actively participate in promoting diversity and inclusion within Solar Energy Solutions. They should demonstrate respect for their colleagues, support diversity initiatives, and speak out against discrimination or harassment in the workplace.

**External Partners:** Solar Energy Solutions collaborates with external partners, such as diversity organizations, educational institutions, and community groups, to enhance diversity recruitment efforts and access diverse talent pools.

By assigning clear responsibilities to HR personnel, managers, supervisors, and other stakeholders, Solar Energy Solutions can effectively implement, monitor, and evaluate the AAP to promote diversity, prevent discrimination, and create a more inclusive workplace environment.

## **Workforce Analysis:**

### Collection and Analysis of Workforce Demographics:

Human Resources (HR) personnel at Solar Energy Solutions are responsible for collecting and analyzing workforce demographics to identify areas of underrepresentation or potential disparities among protected groups.

Data collected may include information on race, ethnicity, gender, age, disability status, veteran status, and other relevant characteristics.

HR conducts regular assessments of the workforce composition to determine whether it reflects the diversity of the available labor pool and the communities served by Solar Energy Solutions. Analysis of workforce demographics helps identify areas where certain groups may be underrepresented or where disparities exist in terms of representation and opportunities for advancement.

#### Examination of Hiring, Promotion, and Retention Trends:

HR conducts an in-depth examination of hiring, promotion, and retention trends to assess diversity efforts and identify areas for improvement.

**Hiring Trends:** HR analyzes recruitment and selection processes to evaluate the diversity of candidate pools, hiring rates for different demographic groups, and the effectiveness of outreach efforts to attract diverse talent.

**Promotion Trends:** HR evaluates promotion rates by demographic group to identify any disparities in advancement opportunities and assess whether promotion decisions are based on merit and performance.

**Retention Trends:** HR tracks retention rates and turnover rates among different demographic groups to assess whether certain groups are disproportionately leaving the organization and to identify potential retention challenges.

**Intersectional Analysis:** HR conducts intersectional analysis to examine how various factors, such as race, gender, and disability status, intersect to affect employees' experiences and opportunities within the organization.

#### Identification of Areas for Improvement:

Based on the findings of the workforce analysis, HR identifies areas where Solar Energy Solutions can improve diversity and inclusion efforts.

This may include developing targeted recruitment strategies to attract more diverse candidates, implementing mentoring and development programs to support underrepresented employees, and addressing any systemic barriers that may hinder equal opportunities for all employees.

HR collaborates with senior management, department heads, and other stakeholders to develop action plans aimed at addressing identified disparities and promoting a more inclusive and equitable workplace culture.

By conducting thorough workforce analysis and examining hiring, promotion, and retention trends, Solar Energy Solutions can gain valuable insights into its diversity efforts, identify areas

for improvement, and implement targeted strategies to promote equal employment opportunities for all employees. This proactive approach helps ensure that the organization's affirmative action initiatives are effective in advancing diversity, inclusion, and equity within the workforce.

### **Goals and Objectives:**

Establishment of SMART Goals for Increasing Diversity and Representation:

**Specific:** Solar Energy Solutions aims to increase diversity and representation across all levels and departments of the organization.

**Measurable:** Goals will be quantifiable, such as increasing the percentage of underrepresented groups in the workforce by a specified percentage within a given timeframe.

**Achievable:** Goals will be realistic and attainable based on available resources and current workforce demographics.

**Relevant:** Goals align with Solar Energy Solutions' commitment to diversity, equity, and inclusion and support the organization's overall mission and objectives.

**Time-bound:** Goals will have specific deadlines or milestones for achievement, allowing for progress tracking and accountability.

Setting Targets for Recruitment, Hiring, Retention, and Advancement:

**Recruitment:** Solar Energy Solutions aims to set targets for recruiting diverse candidates for open positions, with a focus on increasing representation of underrepresented groups in the applicant pool.

**Hiring:** Targets will be established for hiring diverse candidates at all levels of the organization, ensuring that recruitment efforts result in a more inclusive workforce.

**Retention:** Goals will be set to improve retention rates among underrepresented employees, addressing any barriers or challenges that may contribute to turnover.

**Advancement:** Targets will be set for the advancement of individuals from underrepresented groups into leadership and decision-making roles within Solar Energy Solutions, fostering career growth and upward mobility.

### **Recruitment Strategies:**

Identification of Targeted Recruitment Sources:

HR will identify targeted recruitment sources and outreach efforts to attract diverse candidates for open positions, including partnerships with diversity organizations, minority-serving institutions, and community-based programs.

Efforts will be made to leverage professional networks, online job boards, and social media platforms to reach a wide audience of potential candidates from underrepresented groups.

### Implementation of Strategies to Remove Barriers to Employment:

Solar Energy Solutions will implement strategies to remove barriers to employment and ensure fair and inclusive hiring practices, such as reviewing job descriptions for bias, conducting inclusive hiring training for recruiters and hiring managers, and implementing structured interview processes.

Efforts will be made to ensure that recruitment and selection processes are transparent, equitable, and free from discrimination, allowing all candidates to compete on a level playing field.

By establishing SMART goals for increasing diversity and representation, setting targets for recruitment, hiring, retention, and advancement, and implementing targeted recruitment strategies, Solar Energy Solutions can advance its affirmative action objectives and create a more inclusive and equitable workplace environment. These efforts will not only support the organization's commitment to diversity and inclusion but also contribute to its overall success and sustainability.

### **Training and Development:**

#### Provision of Diversity and Inclusion Training Programs:

Solar Energy Solutions recognizes the importance of fostering awareness, sensitivity, and cultural competence among employees, managers, and recruiters. To achieve this, the organization will provide comprehensive diversity and inclusion training programs.

Training sessions will cover topics such as unconscious bias, microaggressions, inclusive leadership, cultural competency, and understanding privilege.

Training programs will be designed to engage participants in interactive discussions, case studies, and real-world scenarios to deepen their understanding of diversity and inclusion issues.

Specialized training will be provided to recruiters and hiring managers to ensure that they are equipped with the knowledge and skills necessary to conduct fair and inclusive recruitment and selection processes.

#### Development of Mentoring Programs:

Solar Energy Solutions will establish mentoring programs to support the professional growth and advancement of underrepresented employees.

Mentoring relationships will pair experienced employees (mentors) with less experienced employees (mentees) from underrepresented groups.

Mentors will provide guidance, support, and career advice to mentees, helping them navigate their career paths, develop new skills, and overcome obstacles.

Mentoring programs will be structured to provide opportunities for mentees to build their networks, gain exposure to new opportunities, and develop leadership competencies.

#### Career Development Initiatives:

Solar Energy Solutions will implement career development initiatives aimed at enhancing the skills, knowledge, and competencies of underrepresented employees.

Development opportunities may include access to training programs, workshops, seminars, conferences, and educational resources.

Employees from underrepresented groups will be encouraged to participate in leadership development programs, succession planning initiatives, and stretch assignments to prepare them for future advancement opportunities.

Career development plans will be tailored to the individual needs and aspirations of employees, providing them with the support and resources they need to achieve their professional goals.

#### Evaluation and Continuous Improvement:

Solar Energy Solutions will regularly evaluate the effectiveness of its diversity and inclusion training programs, mentoring initiatives, and career development efforts.

Feedback from participants will be collected through surveys, focus groups, and one-on-one discussions to assess the impact of training and development initiatives.

Based on evaluation findings, adjustments will be made to training content, program structure, and delivery methods to ensure that they remain relevant, engaging, and impactful.

By providing comprehensive diversity and inclusion training programs, establishing mentoring programs, and implementing career development initiatives, Solar Energy Solutions can support the professional growth and advancement of underrepresented employees, foster an inclusive workplace culture, and create opportunities for all employees to succeed and thrive. These efforts will not only benefit individual employees but also contribute to the overall success and sustainability of the organization.

#### **Monitoring and Reporting:**

Solar Energy Solutions will establish procedures for regularly monitoring and evaluating the effectiveness of the Affirmative Action Plan (AAP).

HR personnel will conduct ongoing assessments to track progress toward achieving diversity goals outlined in the AAP.

Evaluation criteria may include workforce demographics, hiring and promotion rates for underrepresented groups, retention rates, and participation in training and development programs.

Regular reviews will be conducted to assess the impact of diversity initiatives, identify areas for improvement, and make necessary adjustments to the AAP.

#### **Documentation of Data Collection Methods and Metrics:**

Solar Energy Solutions will document data collection methods, metrics, and reporting requirements to track progress toward achieving diversity goals.

HR will establish standardized procedures for collecting and analyzing workforce data, ensuring consistency and accuracy in reporting.

Metrics may include workforce demographics, applicant flow data, hiring and promotion rates, turnover rates, participation in training programs, and employee satisfaction surveys.

Data collection methods may include employee self-identification surveys, applicant tracking systems, HRIS reports, and other relevant sources of information.

**Preparation of Annual or Periodic Reports:**

HR will be responsible for preparing annual or periodic reports to senior management and regulatory agencies to demonstrate compliance with the AAP and progress toward diversity goals.

Reports will include comprehensive data analysis, trend analysis, and narrative summaries of key findings.

Reports will highlight achievements, challenges, and areas for improvement, along with action plans for addressing identified disparities.

Reports will be submitted to senior management for review and approval before being shared with regulatory agencies or other stakeholders as required.

**Continuous Improvement:**

Solar Energy Solutions is committed to continuous improvement in its diversity and inclusion efforts. Feedback from monitoring and reporting activities will be used to inform future decision-making and strategic planning.

HR will regularly review and update the AAP based on evaluation findings, emerging best practices, and changes in regulatory requirements.

Collaboration with internal stakeholders, employee resource groups, and external partners will be encouraged to gather input and perspectives on diversity initiatives and AAP implementation.

By establishing procedures for monitoring and reporting on the effectiveness of the AAP, documenting data collection methods and metrics, and preparing annual or periodic reports to senior management and regulatory agencies, Solar Energy Solutions can demonstrate its commitment to diversity, track progress toward achieving diversity goals, and continuously improve its efforts to foster an inclusive workplace culture. These monitoring and reporting activities are essential for ensuring transparency, accountability, and compliance with legal and regulatory requirements.

**Recordkeeping and Documentation:**

Establishment of Recordkeeping Procedures:

Solar Energy Solutions will establish robust recordkeeping procedures to maintain documentation related to recruitment, hiring, promotions, terminations, and other employment actions.

HR personnel will ensure that accurate and comprehensive records are maintained for each stage of the employment lifecycle, including job postings, applicant resumes, interview notes, employment offers, promotion decisions, performance evaluations, and termination documentation.

Records will be organized and stored in a secure and accessible manner to facilitate compliance with legal and regulatory requirements and facilitate auditing or reporting processes.

Retention of Records for Compliance:

Solar Energy Solutions will retain records required for compliance with legal and regulatory requirements related to affirmative action, equal employment opportunity, and non-discrimination.

HR will adhere to applicable laws and regulations governing record retention periods, ensuring that records are retained for the required duration and disposed of appropriately once no longer needed. Records will be retained in accordance with federal, state, and local laws, as well as any industry-specific regulations that may apply to Solar Energy Solutions' operations.

Review and Evaluation:

Schedule Regular Reviews and Evaluations of the AAP:

Solar Energy Solutions will schedule regular reviews and evaluations of the Affirmative Action Plan (AAP) to assess its effectiveness, identify areas for improvement, and make necessary adjustments. Reviews may be conducted on an annual basis or more frequently as needed, depending on changes in the organization's workforce, diversity initiatives, or regulatory requirements.

HR personnel, senior management, and other stakeholders will collaborate to conduct thorough assessments of the AAP's implementation, outcomes, and impact on diversity and inclusion efforts. Incorporation of Feedback from Employees, Stakeholders, and External Partners: Solar

Energy Solutions will incorporate feedback from employees, stakeholders, and external partners in the review process to gain diverse perspectives and insights.

Feedback may be gathered through surveys, focus groups, one-on-one interviews, or other forms of communication to solicit input on the effectiveness of diversity initiatives, barriers to inclusion, and opportunities for improvement.

HR will analyze feedback data, identify common themes or patterns, and use this information to inform decision-making and strategic planning related to AAP review and evaluation.

By establishing recordkeeping procedures to maintain documentation related to employment actions and retention of records for compliance, and scheduling regular reviews and evaluations of the AAP while incorporating feedback from employees, stakeholders, and external partners, Solar Energy Solutions can ensure transparency, accountability, and continuous improvement in its efforts to promote diversity, equity, and inclusion within the organization. These practices are essential for maintaining compliance with legal and regulatory requirements and fostering a workplace culture that values diversity and supports the success of all employees.

**Conclusion:**

Solar Energy Solutions reaffirms its unwavering commitment to diversity, equal opportunity, and continuous improvement. Throughout our organization, we recognize the inherent value of fostering a workplace culture that celebrates diversity and promotes inclusion at every level. Our dedication to these principles is not only a moral imperative but also a strategic imperative that drives innovation, enhances employee engagement, and strengthens our ability to serve our customers and communities effectively.

The Affirmative Action Plan (AAP) serves as a foundational framework for our diversity and inclusion efforts, guiding our actions and strategies to ensure that all individuals have equal access to opportunities for employment, advancement, and professional development. We are firmly committed to upholding the principles outlined in the AAP, including proactive measures to address disparities, eliminate barriers, and promote fairness and equity in our workforce practices.

At Solar Energy Solutions, we recognize that our diversity is our strength, and we embrace the richness of perspectives, experiences, and talents that each individual brings to our organization. We are dedicated to creating an environment where all employees feel valued, respected, and empowered to contribute their unique skills and perspectives. By fostering an inclusive workplace culture, we not only attract and retain top talent but also cultivate an environment where innovation flourishes and our business thrives.

As we move forward, Solar Energy Solutions remains steadfast in our commitment to diversity, equal opportunity, and continuous improvement. We will continue to evaluate our practices, measure our progress, and adapt our strategies to meet the evolving needs of our workforce and society. By working together, we can build a brighter future where diversity is celebrated, inclusion is the norm, and all individuals have the opportunity to reach their full potential.



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2026 Solar PV Installation at Police Sector West** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 10, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

A pre-proposal conference has been scheduled for February 24, 2026, 2:00 pm, at 1795 Old Frankfort Pike, Lexington, KY.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the

bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

The LFUCG’s Selection Committee shall consider the following factors when it evaluates the proposals received:

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions regarding this RFP shall be addressed through:**  
<https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

**AFFIDAVIT**

Comes the Affiant, Nick Bowman, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Nick Bowman and he/she is the individual submitting the proposal or is the authorized representative of Solar Energy Solutions, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

\_\_\_\_\_  
STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Nick Bowman on this the 9th day  
of March, 2016.

My Commission expires: 2/8/27

  
\_\_\_\_\_

**NOTARY PUBLIC, STATE AT LARGE  
EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



\_\_\_\_\_  
Signature

Solar Energy Solutions

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Solar Energy Solutions

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	5	3	2													3	2
Professionals	8	7	1													7	1
Superintendents	11	10	1													10	1
Supervisors	0																
Foremen	0																
Technicians	3	2								1						3	
Protective Service	0																
Para-Professionals	0																
Office/Clerical	0																
Skilled Craft	29	23		3		2				1						29	
Service/Maintenance																	
<b>Total:</b>	<b>56</b>															<b>52</b>	<b>4</b>

Prepared by: Nick Bowman

Date: 03 / 08 / 2026

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

Firm Submitting Proposal: Solar Energy Solutions

Complete Address: 1038 Brentwood Ct. B, Lexington 40511  
Street City Zip

Contact Name: Nick Bowman Title: Estimating and Proposal Manager

Telephone Number: (859) 618-4849 Fax Number: \_\_\_\_\_

Email address: NickB@sesre.com



## LEXINGTON

### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP-4-2026

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Solar Energy Solutions

**Company**

03/08/2026

**Date**

Nick Bowman

**Company Representative**

Estimating and Proposal Manager

**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP-4-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Solar Energy Solutions

**Company**

03/08/2026

**Date**

Nick Bowman

**Company Representative**

Estimating and Proposal Manager

**Title**



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	<u>Solar Energy Solutions</u>	<b>Date:</b>	<u>03/08/2026</u>
<b>Project Name:</b>	<u>Police Sector West Solar PV</u>	<b>Project Number:</b>	<u>RFP-04-2026</u>
<b>Contact Name:</b>	<u>Nick Bowman</u>	<b>Telephone:</b>	<u>(859) 618-4849</u>
<b>Email:</b>	<u>NickB@sesre.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

n/a

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

In the interest of ensuring a competitive quote and staying within timeline expectations, SES would typically avoid involving other firms. If MWDBE participating is desired for this project, SES can arrange a scope of work to be performed by others for an additional administrative fee

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 n/a

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Solar Energy Solutions

---

**Company**

03/08/2026

---

**Date**

Nick Bowman

---

**Company Representative**

Estimating and Proposal Manager

---

**Title**

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

03/08/2026

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

## Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

## SCOPE OF WORK

### **Location**

1795 Old Frankfort Pike, Police Sector West

### **Introduction**

LFUCG is soliciting proposals from qualified solar PV providers to design and install a ballasted solar photovoltaic system at Police Sector West. Respondents must demonstrate experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

### **System Requirements**

Total capacity of the system shall be no less than 23 kW-dc and not exceed 30 kW-dc. A nominal layout is shown in **Figure 01**.

Racking components shall not obstruct drainage to the roof drains. Roof drains shall be visible and accessible for maintenance.

The installed system shall not invalidate the existing JOHNS MANVILLE roof guarantee. Required modifications shall be performed by a JOHNS MANVILLE approved roofing contractor, including all documentation and any necessary inspections. Refer to attached files **Roof Overburden Form.pdf** and **Roof Guarantee Sample.pdf**

The distributed load imparted by the system under design conditions shall not exceed six and a half (6.5) pounds per square foot. A detailed load analysis is required as part of the Technical Approach.

Ballast block shall conform to ASTM C90 and ASTM C1884.

All components shall be UL listed for their designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Each module shall have a dedicated optimizer.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.



The Contractor is responsible for establishing communication between the inverter and the internet using an Ethernet cable, at the direction of LFUCG Information Technology.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

The Contractor shall notify LFUCG of any changes relative to the bid proposal. Such “change order” requests must be accepted by LFUCG in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

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As a condition of full payment, the Contractor shall provide to LFUCG the following deliverables in PDF format:

- List of warranty expiration dates of all components under warranty,
- Operations and maintenance manual,
- As-built electrical drawings, and
- As-built solar performance model, and
- Roof Warranty documentation.

After 30 days of operation, the Contractor shall review generation data and provide a report to LFUCG to affirm that system output is meeting expectations.

Workmanship Warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

**Design Guidance**

The racking system will need to accommodate elevation differences due to the presence of roof crickets (for drainage). **Figure 01** provides a recommended layout relative to roof drains. Letter “e” is the location of an electrical conduit penetration reserved for solar.

The height of the parapet is 24 inches.

Three-phase electrical service is provided by Kentucky Utilities. 15-minute interval data is available in attached file **Usage\_15min.csv**

**Proposal Format**

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Company Profile

Company name:

Company address:

Year established:

Number full time employees:

Elaborate on company’s focus on solar with respect to other services and company’s impact and presence in Lexington: , Z •%o } v • f

Project Experience

Specific to solar PV systems installed by the company in calendar year 2024,

What was the total number of systems installed?

What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU:  
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Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

- (A) Person responsible for the system design,
- (B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: , Z •%o } v • f

Technical Approach

Include as attachments the following items:

- PV module specifications
- Inverter specifications
- Optimizer specifications
- Racking specifications
- For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system
- Line diagram for dc/ac wiring showing component path from modules to point of interconnection
- Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section.  
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## Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
<b>TOTAL</b>	<b>100 points</b>

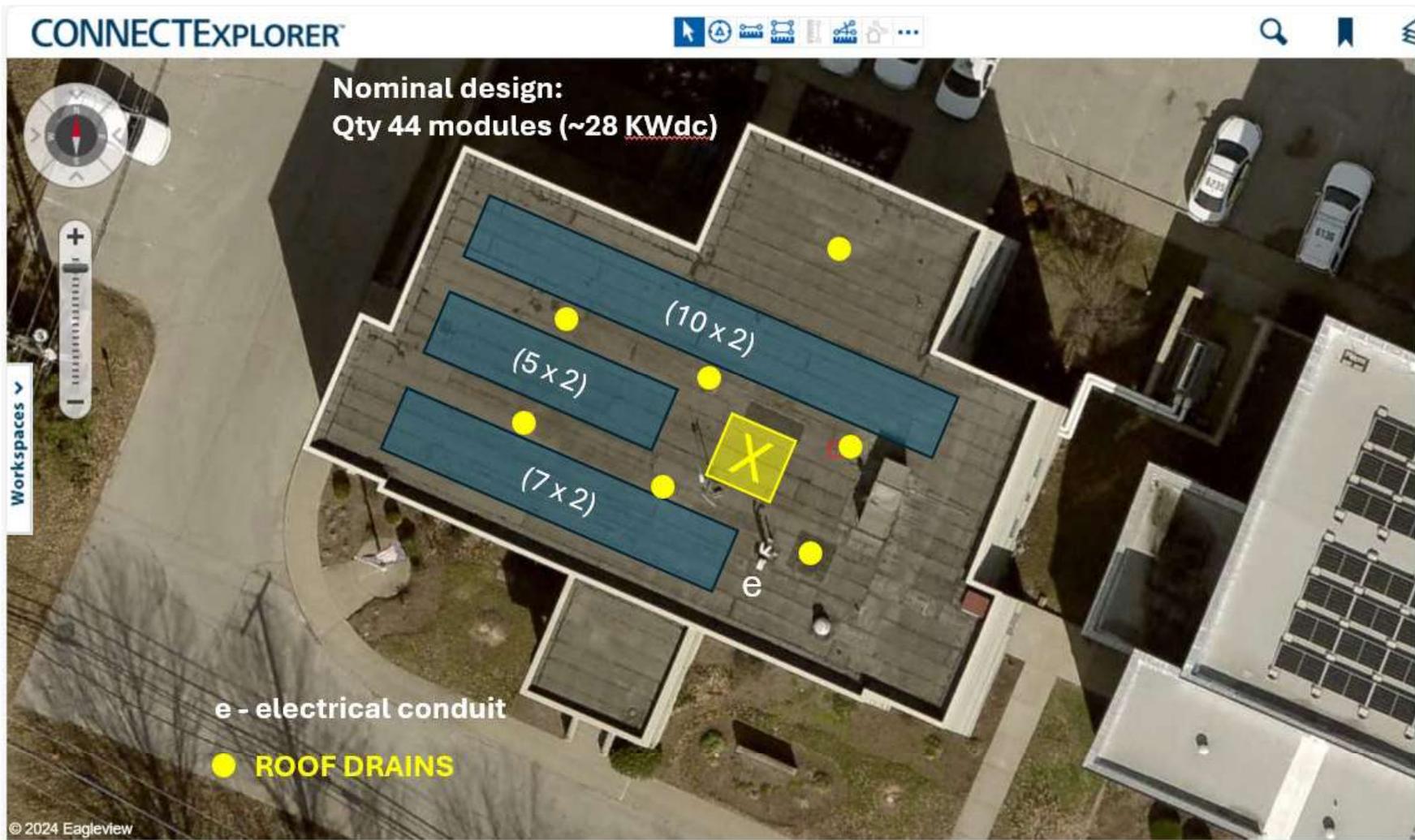


Figure 01

## RFP 4-2026 Price Proposal Form Solar PV Installation

<b>1795 Old Frankfort Pike, Police Sector West</b>	
Array Modules	\$ 6,557.85
Inverter(s) & Monitoring System	\$ 4,449.20
Electrical & Wiring Materials	\$ 1,483.30
Racking & Ballast Materials	\$ 8,047.69
Labor	\$26,902.66
Roof Warranty Requirements (foot pads, slip sheets, etc)	\$ (included in racking)
Other w/ Description Equipment rental, disposal costs, BOS	\$ 4,000.00
Owner Allowance (mandatory)	\$3,000
<b>TOTAL</b>	<b>\$ 54,440.70</b>

Nick Bowman

---

Printed Name of Authorized Representative

Estimating and Proposal Manager

---

Title of Authorized Representative

*Nick Bowman*

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Signature of Authorized Representative



ADDENDUM #

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TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP

Johns Manville Guarantee.pdf.

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Kingspan Warranty.pdf.



*Todd Slator*

Solar Energy Solutions

1038 Brentwood Ct B. Lexington, Ky 40511

*Wade Bowman*



SIGN-IN SHEET

Pre-Proposal Meeting #4-2026 Solar PV Installation at Police Sector West  
 February 24, 2026 @ 2:00 pm

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	<a href="mailto:stone@lexingtonky.gov">stone@lexingtonky.gov</a>
Sherita Miller	LFUCG		859-258-3320	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>
James Bush	LFUCG, Env Services		859-425-2879	<a href="mailto:jbush@lexingtonky.gov">jbush@lexingtonky.gov</a>
Adeel Azeem	LFUCG, Env Services		859-425-2806	<a href="mailto:aazeem@lexingtonky.gov">aazeem@lexingtonky.gov</a> ✓
Tyson S. e. Arce	LFUCG CPD		855 472 7266	TEARORR@LEXINGTON POLICE.KY.GOV
DAVE MADDA	LFUCG FAC.			DMADDA@LEXINGTONKY.GOV
Nathan Mann	Mann Solar		859-428-7292	nathandmannsolar.com
LOLY WOOD	LFUCG General Services		859-285-7740	wood@lexingtonky.gov
JASON JOHNSON	Calhoun Construction		850 450 7650	jason.johnson@calhounconstruction.com
MIKE BOWMAN	Solar Energy Solutions		859-618-4849	MIKEB@SESOL.COM
KYLE M SCAZZY	'' '' ''		859 338-3857	KYLEM@SESOL.COM
Josh Frederick	Southern Solar & Electrical Contracting		502-387-2630	josh.fredrick@sselky.com
MIKE SASSER	Southern Select Electrical Contracting		502-936 8341	MIKE.SASSER@SSELKY.COM















**Niko Dais**



Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
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5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of failure to meet any of the following conditions:

- a. The Product must:
  - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
  - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
  - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
  - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or man perforations or penetrations such as skylights or solar panels or adding relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
- A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials





7. **IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT.** WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
9. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer. Owner or its agents or representatives shall not claim, represent or imply to customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to parties other than Owner. Owner shall cause a cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
10. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
11. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigé que les conditions de vente et tous documents qui y sont afférents soient rédigés en langue anglaise et l'anglais prédominera.
12. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. **Any modifications hereof to be effective shall be in writing shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.**



13. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
14. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it will be valid, legal and enforceable to the maximum extent permitted.
15. This Agreement may be executed by the manual or electronic signature of a party. The party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as printed signatures.
16. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: **Nikol Davis**

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

Document Date: February 5, 2026	Project: Police Roll Call
Substantial Completion Date: January 23, 2026	Address: 1795 Old Frankfort Pike City/Region: Lexington, KY 40504
Owner: Lexington-Fayette Urban County Government Address: 200 E Main St. City/Region: Lexington, KY 40507	Customer: Norrenbrock Co (KY) Address: 18010 Meeting House Rd. City/Region: Fisherville, KY 40023-8710

This Limited Panel Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Columbus	12/3/2025

Deland Plant | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
 Modesto Plant | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
 Columbus Plant | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
 Langley Plant | 5202-27<sup>th</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
 Caledon Plant | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)

Kingspan Insulated Panels, Inc.  
kingspanpanels.com

726 Summerhill Drive | Deland | FL 32724  
United States

T: (877) 638 3266  
E: info.NA@kingspanpanels.com

Federal ID #59-0914923. Registered Office: Kingspan Insulated Panels, Inc. 1726 Summerhill Drive | Deland | FL 32724 | United States.  
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4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER IN RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.
5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and shall be rendered null and void in the event of a failure to meet any of the following conditions:
- a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fitting, and generally accepted industry standards, including without limitation SAMA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory-finished color in any means, such as adhering a membrane to the facing, performing a touch-up paint or overpaint on the Product before, during or after installation, installing the Product with accessories or in any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curbs, units, smoke hatches, valves, electrical or pipe penetrations or ventilators.



- v. not have been damaged:
- A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects
  - natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or fire
  - due to atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body
  - D.  chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures however caused greater than 180°F (82°C) and exposure to materials with advanced corrosion
  - E. as a result of ( ) structural failures, including without limitation, settling or shifting of the building, or ( ) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leak gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior
  - due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated as Kingspan as a part of the Product purchased  Other, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.





7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR SHALL BE NO LIABILITY WHATSOEVER FOR AN ACCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR SHALL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCIDENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANOTHER PROPERTY OR PERSONS.
8. The airtightness Eligibility Requirements attached hereto as Exhibit A are hereby incorporated and made a part of this Limited Warranty, subject to execution by both Owner and Installer.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C. but excluding Alaska), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty may only be transferred to a subsequent owner of the Project, within original Warranty Period, upon prior written approval and acceptance by the Installer and Kingspan. All costs to process a request to transfer this Limited Warranty shall be paid for by the party requesting the transfer. No such transfer shall be deemed or construed to extend the Warranty Period.
11. Any failure of warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigé que les présentes conditions de ventes et tous documents qui sont afférents soient rédigés en langue anglaise et la langue anglaise prédominera.
13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing and shall refer to this Limited Warranty and shall be signed by an authorized representative of the parties hereto.
14. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.

Kingspan Insulated Panels, Inc.      726 Summerhill Drive Deland FL 32724      T: (877) 638 3266  
kingspanpanels.com      United States      E: info.NAKingspanpanels.com

Federal ID 59-0914923. Registered Office: Kingspan Insulated Panels, Inc. 1 726 Summerhill Drive 1 Deland FL 32724 1 United States.  
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Limited Airtightness Warranty 2024

April 30, 2025 RE

Page 5 of 12



15. In the event that an provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it could be valid, legal and enforceable to the maximum extent permitted.
16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
17. This Limited Warranty is effective only once this document has been signed and dated by all parties listed below.

Signature Page Follows



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the dates listed below.

INSTALLER:  
Architect Roofing

■■■  
Name:  
Title:  
Date:

OWNER:  
Leighton-Faette Urban County Government

■■■  
Name:  
Title:  
Date:

If signature is by Owner's agent say, By Authorized Owner's Agent, under title above.

KINGSPAN:  
Kingspan Insulated Panels Inc.

■■■  
Name:  
Title:  
Date:



Item	Kingspan Order Numēr	Product	Vertical Glass Roofs	Kingspan Plant Location	Last Deliver Date
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- § [technical.na@kingspanpanels.com](mailto:technical.na@kingspanpanels.com) must include and indicate fastener requirements with calculations and type of product and zone.
- § redlines by Kingspan are to be implemented with drawings returned to Kingspan for "final approval,
- § drawing approval by Kingspan is required before customer submission of product manufacture.

Shop Drawings by Kingspan, must be approved by Kingspan customer prior to panel manufacture.

Customer shop drawing submittal for Kingspan review; applicable to RoofsPanels must clearly indicate:  
Roof Slope  
Panel Length  
Elevations of high point and low point of roof above ground  
Gutter/downspout locations and details  
Ridge cap, valley, and flashing lap details  
Purlin, clips, or Z spacing  
Fixing lines & point details  
Detail cuts at roof transitions: eave, ridge, valley, hip, gable  
Details inclusive of all fasteners, sealants, and #ashings are called out on drawings, inclusive of fastener calculations and those requirements by product and zone. The design drawings are fully responsible for incorporating all attributes of the Kingspan system on their drawings, despite any review.  
Ice/water shield layout (if required)



Customer shop drawing submittal for Kingspan review; applicable to Walls, Panels must clearly indicate

Panel systems slope requirements

Single-run Roof, (continuous) slope, KingSeam must be  $\bullet \frac{1}{4}$   
Roof slopes having lap joints KingSeam must be  $\bullet \frac{1}{2}$ ":

Standing Seam Roof panels must be seamed with Kingspan approved Seamer (link to [D.I. Roof Seamers Order Form \(seamerrental.com\)](#))

Customer shop drawings: if redlines required by Kingspan cannot be completed, Kingspan reserves the right to withdraw the Weatherightness warranty offer.

Any shop drawing revisions, after receipt of the approved by Kingspan require resubmission and approval before continuing.



Weatheright Warranty document:

- § The Building Legal Owner or Authorized Representative and the Installing Contractor are required to sign the Kingspan warranty document,
- § Installing Contractor is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period.
- § The 24-Month Installer Warranty Period shall restart upon Installer receipt of proper written notice from Owner.
- § Any condition not per plan remains the installer's responsibility to assure for the duration of the warranty period.

Warranty documents are not issued until; all inspections are complete, corrective measures for a per plan condition have been implemented by the installer, and payment received (including without limitation payment of the full contract price for all work performed and materials furnished).



A handwritten signature in blue ink, appearing to read 'M. Blum', with a long, sweeping horizontal stroke extending to the right.

OwnerServices@jm.com  
www.jm.com



Peak Advantage Guarantee



Building Owner:

Lexington Fayette Urban County Government
200 East Main Sreet
Lexington, KY 40507

Guarantee Number: ANM128146267
Expiration Date: January 23, 2046
Job Name: police roll call
Date of Completion: January 23, 2026

Building Name:

Lexington Police Department West Sector
1795 Old Frankfort Pike
Lexington, KY 40504

Approved Roofing Contractor:

ARCHWAY ROOFING & S/M SYSTEMS INC
4809 JENNINGS LANE
LOUISVILLE, KY 40218-3003

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 61

Table with columns: Sec., Sqs., Roof Type, Membrane Spec., Insulation Type (Layer 1, Layer 2, Layer 3), Cover Board. Row 1: 1, 61, SBS, 2FID-CA, ENRGY 3, ENRGY 3, Wood Fiber.

Table with columns: Accessories, Type, Product Name, Quantity. Rows include Expand-O-Flash (1, 2, 3) Style, Fascia Style, Copings Style, Drains (1) Style, Vents Style with quantities in lin. ft. and ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

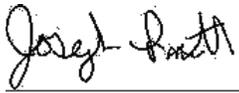
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Owner Services Team**  
(800) 922-5922  
E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)



**ADDENDUM #2**

RFP Number: #4-2026

Date: March 2, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

See attached electrical drawing E-7. LFUCG will make its record drawings available for viewing, in person, on or after 3/4/2026 at 200 E Main St. Visitors should ask the security desk to contact General Services, Capital Project Management Group for assistance.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Solar Energy Solutions

ADDRESS: 1038 Brentwood Ct B, Lexington, KY 40511

SIGNATURE OF BIDDER: *Nick Bowman*







Police Sector West Roll Call  
1795 Old Frankfort Pike

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 4-2026) WITH SOLAR ENERGY SOLUTIONS, LLC, FOR INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AT POLICE SECTOR WEST, AT A COST NOT TO EXCEED \$54,440.70.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement (awarded pursuant to RFP No. 4-2026), which is attached hereto and incorporated herein by reference, with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at Police Sector West, at a cost not to exceed \$54,440.70.

Section 2 – That an amount, not to exceed the sum of \$54,440.70, be and hereby is approved for payment to Solar Energy Solutions, LLC from account # 1105-313201-3099-91012, 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

0237-26:JTH:4897-5052-3032, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0239-26**

**File ID:** 0239-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 03/16/2026

**File Name:** Request Council authorization to execute Change Order No. 2 with Third Rock Consultants, LLC. (TRC) in the amount of \$13,800 for design services for the Wolf Run Watershed §319(h) grant project, increasing the contract price from \$186,450 to \$200,250

**Final Action:**

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Third Rock Consultants, LLC, for design services related to the Wolf Run Watershed §319(h) Grant Project, increasing the Contract price by the sum of \$13,800, from \$186,450 to \$200,250. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26-Bluesheet Memo - Wolf Run TRC CO No. 2, CO2 4 of 5 signatures, Project Location - Change Order 2 Map final, RESO 0239-26 Change Order #2 for Third Rock Consultants LLC 4933-2020-3416 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0239-26

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Third Rock Consultants, LLC, for design services related to the Wolf Run Watershed §319(h) Grant Project, increasing the Contract price by the sum of \$13,800, from \$186,450 to \$200,250. [Div. of Water Quality, Martin]

#### Summary

Authorization to execute Change Order No. 2 with Third Rock Consultants, LLC (Reso

125-2024) in the amount of \$13,800 for design services related to water quality improvements in the Wolf Run Watershed project for the Wolf Run Watershed §319(h) Grant project, increasing the Contract price from \$186,450 to \$200,250. Funds are Budgeted. (L0239-26)(Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by David Barberie, 3/11/2026

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3400-313201-3092-92211

This Fiscal Year Impact: \$13,800

Annual Impact: \$0

Project: WOLF\_RUN\_2024

Activity: STA\_GRANT

Budget Reference: 2024

Current Balance: \$102,550.00



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

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

**DATE: MARCH 13, 2026**

**SUBJECT: Authorization to execute Change Order No. 2 with Third Rock Consultants, LLC. for Design RFP #52-2023 for the Wolf Run Water §319(h) Grant Project**

**Request:** Council authorization to execute Change Order No. 2 with Third Rock Consultants, LLC. (TRC) in the amount of \$13,800 for design services for the Wolf Run Watershed §319(h) grant project, increasing the contract price from \$186,450 to \$200,250

**Purpose of Request:** On March 21, 2024 (Resolution 125-2024), Council authorized approval to execute an Engineering Services Agreement with Third Rock Consultants, LLC. (TRC) for the design services related to water quality improvements in the Wolf Run Watershed project. On October 23, 2025 (Resolution 502-2025) Council approved to execute Change Order No. 1 for evaluating two additional potential design options related to the Wolf Run Watershed increasing the contract to \$186,450.

This change order will provide additional funds for TRC to perform full construction oversight, including an increased number of site visits, preparing construction progress summary reports for each site visit, and a visit to oversee the final planting installation at the end of the construction of the water quality improvements project in Southland Park.

**What is the cost in this budget year and future budget years?** \$13,800 is cost in FY2026. No cost anticipated in future budget years.

**Are the funds budgeted?** Yes, funds are budgeted in 3400-313201-3092-92211 WOLF\_RUN\_2024 STA\_GRANT 2024

**File Number:** 0239-26

**Director/Commissioner:** Carey/Albright



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
CONTRACT CHANGE ORDER**

Page 1 of 2

Date:	March 2, 2026
Project:	Wolf Run §319(h) Grant
Location:	Lexington, KY
Contract No.	R-125-2024
Original Contract Amt.	\$128,200.00
Cumulative Amount of Previous Change Orders	\$58,250.00
Percent Change - Previous Change Orders	45.44%
Total Contract Amount Prior to this Change Order	\$186,450.00
Change Order No.	2

To (Contractor):  
Third Rock Consultants, LLC  
2526 Regency Road, Suite 180  
Lexington, Kentucky 40503

You are hereby requested to comply with the following changes from the contract plans and specification;

**Current Change Order**

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Engineer of Record Construction Inspections	\$0.00	\$5,500.00
2	Engineer of Record Construction Inspection Reports	\$0.00	\$3,600.00
3	Senior Engineer Quality Assurance	\$0.00	\$2,500.00
4	Planting Plan Inspection	\$0.00	\$2,200.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
	Total decrease	\$0.00	
	Total increase		\$13,800.00
	Net Amount of this Change Order	\$13,800.00	
	New Contract Amount Including this Change Order	\$200,250.00	
	Percent Change - This Change Order		10.76%
	Percent Change - All Change Orders		56.20%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by: <i>Jarah Donaldson</i>	(Project Manager)	Date <i>3/4/2026</i>
Reviewed / Accepted by: <i>William M. Hall</i>	(Consultant)	Date <i>3/3/2026</i>
Accepted by: NA (Consultant Only)	(Contractor)	Date
Approved by: <i>Jerry M. Carey</i>	(Director)	Date <i>3/11/26</i>
Approved by: <i>Nancy Albright</i>	(Commissioner)	Date <i>3/11/26</i>
Approved by:	(Mayor or CAO)	Date

**JUSTIFICATION FOR CHANGE**

PROJECT: Wolf Run §319(h) Grant

CONTRACT NO. R-125-2024

CHANGE ORDER #: 2

1. As part of the Wolf Run §319(h) grant, Third Rock Consultants, LLC, designed a water quality improvement project in Southland Park. This project will be constructed in the first quarter of 2026. As part of the construction project, Third Rock was provided budget in the original contract to help review construction documents, perform very limited onsite inspections during construction, and assist with final inspection and final design drawings. As approved by the Kentucky Division of Water, this Change Order will provide Third Rock with additional budget to perform more robust construction oversight, including eight (8) additional visits during construction, construction progress summary reports based on those visits, and a plant installation visit to inspect the executed planting plan.
  
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_X No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_X No  
If "Yes", explain.
  
4. Effect of this change on other prime contractors: N/A
  
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_X Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_X No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
  
8. Effect on contract completion date: No

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



The Lexington-Fayette Urban County Government (LFUCG) has received a §319(h) Nonpoint Source Grant (PON2 129 2400000129) through the Kentucky Division of Water (KDOW) (KDOW Project Number 23-07) to implement two (2) water quality improvement projects in the Wolf Run Watershed. These water quality improvement projects are described as follows.

- **BMP #49**, identified in the Wolf Run Watershed Based Plan (WRWBP), will involve diverting stormwater from an existing drainage channel parallel to the railroad tracks, through a filtration basin on LFUCG-owned property on Derby Drive, into an existing storm sewer off Regency Road. The goal is to divert stormwater from the railroad tracks area via an existing utility easement to City-owned property where it will be filtered for pollutants and sediment and enhance the look and function of the property by installing flowering native plants and trees.
- Design of Water Quality Improvements in Southland Park will involve retrofitting the drainage swale that is located upstream of the Upper Basin as identified in the 2021 Southland Park Stormwater Improvement Project. The project consists of 400 linear feet of stream upstream of the Southland Stormwater Basins, located in Southland Park.

The design of water quality improvements in Southland Park was substituted for a project (**BMP #48**) that was to involve retrofitting a commercial detention basin located at 2201 Regency Road since a Memorandum of Agreement (MOA) could not be finalized between LFUCG and the property owner of 2201 Regency Road.

The project for water quality improvements in Southland Park is approaching the construction phase. In preparation, LFUCG has asked Third Rock Consultants, LLC to provide a scope and fee for construction oversight of the construction of water quality improvements at Southland Park.

## SCOPE OF WORK

### Construction Oversight (Southland Park)

The Design team shall:

- 1) Visit the project site eight (8) times to perform an inspection on the construction progress. This visit will be made by the Engineer of Record along with one Engineer Tech. The purpose of these inspections will be to determine the quality and quantity of work. The Engineer of Record will verify if the project appears to be built in accordance with the construction documents. The Engineer of Record will be available to the Contractor during each visit, answering any relevant questions.
- 2) Produce written construction inspection reports following each Engineer of Record inspection (8 total inspections). The report will discuss the progress of the project and indicate any construction deficiencies observed. A photograph log will be compiled to document site conditions during each Engineer of Record inspection.
- 3) Visit the project site four (4) times to perform a quality assurance inspection of the construction. This visit will be made by the Senior Engineer of Third Rock Consultants, LLC. The purpose of



these inspections is to provide a quality assurance process for the inspections conducted by the Engineer of Record.

- 4) Visit the project site one (1) time during the installation of native plants. This visit will be made by a Senior Ecologist and an Environmental Tech of Third Rock Consultants, LLC. The Senior Ecologist will inspect the quality and quantity of work regarding vegetation installation. The Senior Ecologist will be available to answer questions relevant to the planting plan and plant installation. The Senior Biologist will document the planting progress and installation quality by photographing the project site.

Third Rock shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures. Third Rock shall not be responsible for safety precautions and programs associated with the construction of this project, since those are solely the responsibility of the Contractor. The Engineer of Record shall not be responsible for the Contractor's schedule or failure to carry out work in accordance with the drawings, specifications, or other contract documents.

Third Rock may provide assistance in determining preferred sequencing, construction techniques of specialized structures, planting technique preferences, etc., to help provide a satisfactory project to LFUCG.

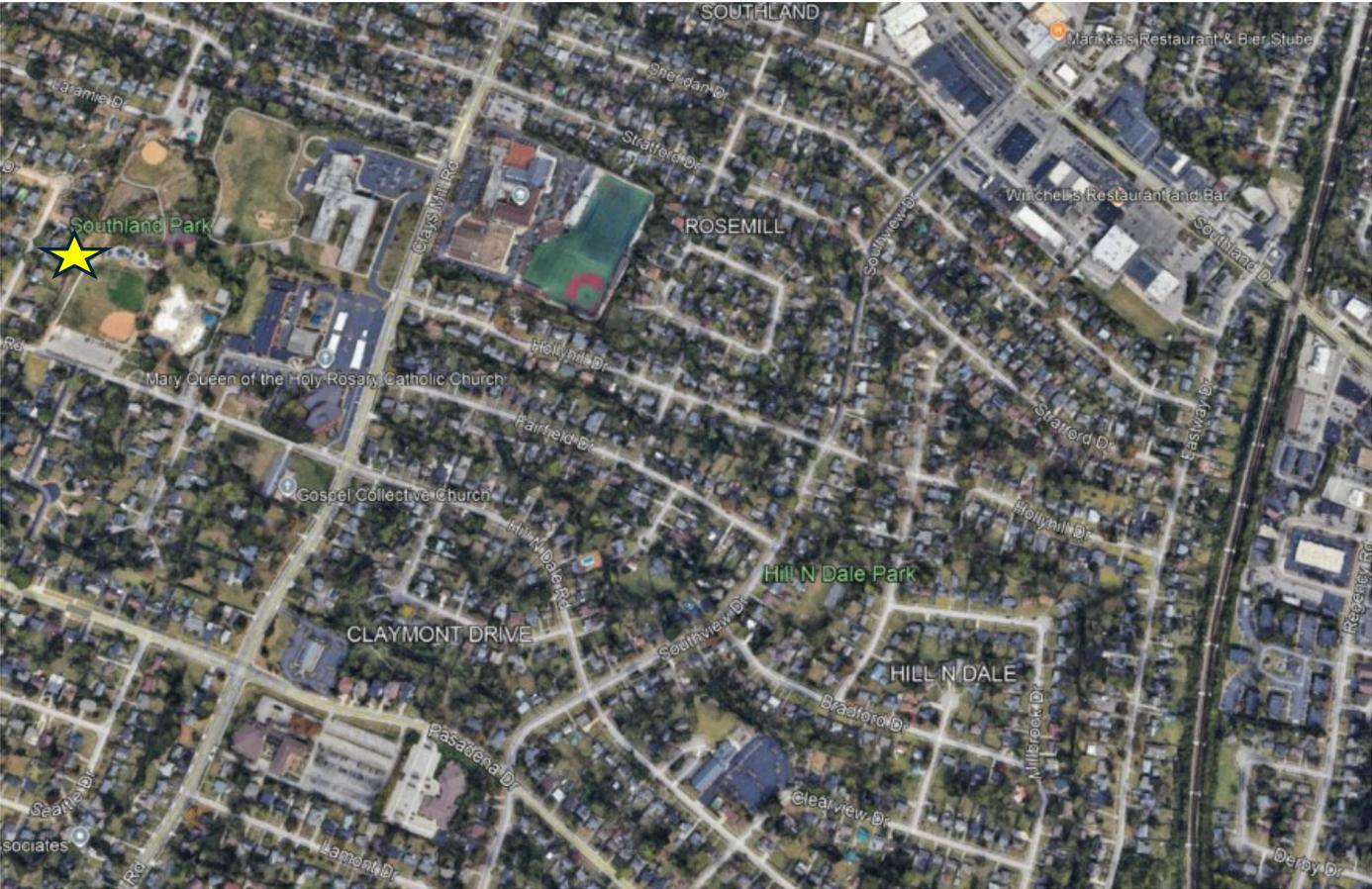


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**ENGINEERING DESIGN SERVICES FEE**

<b>Task</b>	<b>Southland Drive BMP Fee (Lump Sum)</b>
Engineer of Record Construction Inspections	\$5,500
Engineer of Record Construction Inspection Reports	\$3,600
Senior Engineer Quality Assurance	\$2,500
Planting Plan Inspection	\$2,200
<b>Total Cost</b>	<b>\$13,800</b>

Wolf Run §319(h) Grant Construction Project Location



Southland Park  
Bioswale Project



LEXINGTON

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH THIRD ROCK CONSULTANTS, LLC, FOR DESIGN SERVICES RELATED TO THE WOLF RUN WATERSHED §319(H) GRANT PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$13,800.00, FROM \$186,450.00 TO \$200,250.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with Third Rock Consultants, LLC, for design services related to the Wolf Run Watershed §319(h) grant project, increasing the contract price by the sum of \$13,800.00, from \$186,450.00 to \$200,250.00.

Section 2 – That an amount, not to exceed the sum of \$13,800.00, be and hereby is approved for payment to Third Rock Consultants, LLC, from account # 3400-313201-3092-92211 pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0239-26:JTH:4933-2020-3416, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0240-26**

**File ID:** 0240-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 03/16/2026

**File Name:** Request Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. There are no matching funds required.

**Final Action:**

**Title:** Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. Funds will be used for a gun liaison program for targeted enforcement and surveillance on guns, drugs, gangs and other violent crimes in prioritized areas. No matching funds required. (L0240-26)(Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26 - Bluesheet Memo - PSN Gun Liaison Program, 240-26 safe neighbor grant ky justice 4927-2618-3576 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

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

### Text of Legislative File 0240-26

#### Title

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. Funds will be used for a gun liaison program for targeted enforcement and surveillance on guns, drugs, gangs and other violent crimes in prioritized areas. No matching funds required. (L0240-26)(Weathers/Armstrong)

#### Summary

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. Funds will be used for a gun liaison program for targeted enforcement and surveillance on guns, drugs, gangs and other violent crimes in prioritized areas. No matching funds required. (L0240-26)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 3/16/2026

**Risk Management:** N/A

Fully Budgeted: FY2027 Budget Amendment will be forthcoming.

Account Number:

This Fiscal Year Impact: \$56,750

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: Will do BA if awarded



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

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

**DATE: MARCH 13, 2026**

**SUBJECT: Grant Application for the Project Safe Neighborhood (PSN) grant to the  
Kentucky Justice and Public Safety Cabinet for a Gun Liaison Program**

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**Request:** Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$56,750. There are no matching funds required.

**Purpose of Request:** The Lexington Police will be part of the Project Safe Neighborhoods Task Force, which includes the U.S. Attorney’s Office, ATF, DEA, FBI, ICE, Marshal’s Service, Federal Probation & Parole, the Kentucky State Police, State Probation and Parole, the Commonwealth’s Attorney, County Attorney, Fayette County Sheriff’s Office and the Fayette County School Police. The PSN Task Force will increase information sharing and collaboration to identify the violent offenders most likely to continue to engage in violent crime and then develop proactive investigations and post-arrest coordination to prevent further acts of violence and maximize investigative outcomes.

Lexington Police will use funds for a gun liaison program for targeted enforcement and surveillance on guns, drugs, gangs and other violent crimes in prioritized areas.

**What is the cost in this budget year and future budget years?** Federal funding in the amount of \$56,750 will be used to purchase supplies and services to directly support investigations specific to a Gun Liaison Program for DNA collection. No matching funds are required. Total project cost is \$56,750. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY2027 Budget Amendment will be forthcoming.

**File Number:** 0240-26

**Director/Commissioner:** Weathers/Armstrong



RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$56,750.00, FOR THE 2026 PROJECT SAFE NEIGHBORHOOD (PSN) GRANT FOR A GUN LIAISON PROGRAM, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$56,750.00, for the 2026 Project Safe Neighborhood (PSN) grant to for a gun liaison program, no local match is required.

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

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0240-26:MRS:4927-2618-3576, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0241-26**

**File ID:** 0241-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 03/16/2026

**File Name:** Request Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. There are no matching funds required.

**Final Action:**

**Title:** Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of one year, starting July 1, 2026. No matching funds required. (L0241-26) (Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26 - Bluesheet Memo PSN IBIS ClearCase (Year 1), 241-26 safe neighbor grant 1 year 4926-8515-8296 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0241-26

#### Title

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of one year, starting July 1, 2026. No matching funds required. (L0241-26)

(Weathers/Armstrong)

**Summary**

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of one year, starting July 1, 2026. No matching funds required. (L0241-26)

(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 3/16/2026

**Risk Management:** N/A

Fully Budgeted: FY2027 Budget Amendment will be forthcoming.

Account Number:

This Fiscal Year Impact: \$18,795

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: Will do a BA in funded



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

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

**DATE: MARCH 13, 2026**

**SUBJECT: Grant Application for the Project Safe Neighborhood (PSN) grant to the  
Kentucky Justice and Public Safety Cabinet for IBIS ClearCase (Year 1)**

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**Request:** Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$18,795. There are no matching funds required.

**Purpose of Request:** The Lexington Police will be part of the Project Safe Neighborhoods Task Force, which includes the U.S. Attorney's Office, ATF, DEA, FBI, ICE, Marshal's Service, Federal Probation & Parole, the Kentucky State Police, State Probation and Parole, the Commonwealth's Attorney, County Attorney, Fayette County Sheriff's Office and the Fayette County School Police. The PSN Task Force will increase information sharing and collaboration to identify the violent offenders most likely to continue to engage in violent crime and then develop proactive investigations and post-arrest coordination to prevent further acts of violence and maximize investigative outcomes.

Lexington Police will use the funds to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings recovered from crime scenes to determine the number of firearms used and cartridge casings to be entered into the National Integrated Ballistics Information System (NIBIN). Planned one-year (12 month) subscription period would be July 1, 2026, through June 30, 2027.

**What is the cost in this budget year and future budget years?** Federal funding in the amount of \$18,795.00 will be used to purchase an IBIS ClearCase Acquisition Station subscription for one year. No matching funds are required. Total project cost is \$18,795. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY2027 Budget Amendment will be forthcoming.

**File Number:** 0241-26

**Director/Commissioner:** Weathers/Armstrong



RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$18,795.00, FOR THE 2026 PROJECT SAFE NEIGHBORHOOD (PSN) GRANT TO PURCHASE AN IBIS CLEARCASE ACQUISITION STATION SUBSCRIPTION, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$18,795.00, for the 2026 Project Safe Neighborhood (PSN) grant to purchase an IBIS ClearCase Acquisition Station subscription, no local match is required.

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

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0241-26:MRS:4926-8515-8296, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0242-26**

**File ID:** 0242-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 03/16/2026

**File Name:** Request Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. There are no matching funds required.

**Final Action:**

**Title:** Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of four years, starting July 1, 2027. No matching funds required. (L0242-26) (Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26 - Bluesheet Memo PSN IBIS ClearCase (Years 2-5), 242-26 safe neighbor grant 4918-4361-0264 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 0242-26

#### Title

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of four years, starting July 1, 2027. No matching funds required. (L0242-26)

(Weathers/Armstrong)

**Summary**

Authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. Funds will be used to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings for the period of four years, starting July 1, 2027. No matching funds required. (L0242-26)

(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 3/16/2026

**Risk Management:** N/A

Fully Budgeted: FY2027 Budget Amendment will be forthcoming.

Account Number:

This Fiscal Year Impact: \$82,839

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: Will do BA if awarded



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

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

**DATE: MARCH 13, 2026**

**SUBJECT: Grant Application for Project Safe Neighborhood (PSN) grant to the Kentucky Justice and Public Safety Cabinet for IBIS ClearCase subscription (Years 2-5)**

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**Request:** Council authorization to submit a grant application, and accept award if offered, to the Kentucky Justice and Public Safety Cabinet for the 2026 Project Safe Neighborhood (PSN) grant in the amount of \$82,839. There are no matching funds required.

**Purpose of Request:** The Lexington Police will be part of the Project Safe Neighborhoods Task Force, which includes U.S. Attorney’s Office, ATF, DEA, FBI, ICE, Marshal’s Service, Federal Probation & Parole, the Kentucky State Police, State Probation and Parole, the Commonwealth’s Attorney, County Attorney, Fayette County Sheriff’s Office and the Fayette County School Police. The PSN Task Force will increase information sharing and collaboration to identify the violent offenders most likely to continue to engage in violent crime and then develop proactive investigations and post-arrest coordination to prevent further acts of violence and maximize investigative outcomes.

Lexington Police will use funds to purchase an IBIS ClearCase Acquisition Station subscription to allow automated triage and analysis of cartridge casings recovered from crime scenes to determine the number of firearms used and cartridge casings to be entered into the National Integrated Ballistics Information System (NIBIN). Planned four-year (48-month) subscription period is July 1, 2027, through June 30, 2031.

**What is the cost in this budget year and future budget years?** Federal funding in the amount of \$82,839 will be used to purchase an IBIS ClearCase Acquisition Station 48-month subscription. No matching funds are required. Total project cost is \$82,839. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY2027 Budget Amendment will be forthcoming.

**File Number:** 0242-26

**Director/Commissioner:** Weathers/Armstrong



RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$82,839.00, FOR THE 2026 PROJECT SAFE NEIGHBORHOOD (PSN) GRANT TO PURCHASE AN IBIS CLEARCASE ACQUISITION STATION SUBSCRIPTION, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$82,839.00, for the 2026 Project Safe Neighborhood (PSN) grant to purchase an IBIS ClearCase Acquisition Station subscription, no local match is required.

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

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0242-26:MRS:4918-4361-0264, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0244-26**

**File ID:** 0244-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Police

**File Created:** 03/16/2026

**File Name:** Signature Flight Support - Jet A Aviation Fuel for Police Helicopter / Sole Source Certification

**Final Action:**

**Title:** A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost discount of \$1.10 per gallon based on fluctuating prices. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Cover Memo - Signature Flight Support – Jet A Aviation Fuel for Police Helicopter and Sole Source Certification.pdf, Signature Flight Support - Sole Source Certification 2026 - Aviation Fuel.pdf, 244-26 signature flight 4925-9740-5848 v.1.docx

**Enactment Number:**

**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:

### Text of Legislative File 0244-26

#### Title

A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost discount of \$1.10 per gallon based on fluctuating prices. [Div. of Police, Weathers]

#### Summary

Authorization to establish Signature Flight Air Inc. as a Sole Source Vendor for the purchase of Jet A Aviation Fuel for the Police Helicopter. The Jet A Aviation Fuel is only available at

Signature Flight Air Inc. located at the Blue Grass Airport. The aviation fuel is discounted \$1.10 per gallon. Funds are Budgeted. (L0244-26)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1132-505501-5511-75801 - Asset Forfeiture

Year Impact: The gas price fluctuates during the year, but the vendor is allowing a \$1.10 per gallon discount.

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$25,066.26



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: March 16, 2026

SUBJECT: Signature Flight Support – Jet A Aviation Fuel for Police Helicopter / Sole Source Certification

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**Request**

Authorization to establish Signature Flight Support as a Sole Source Vendor for purchase of Jet A Aviation Fuel for the Police Helicopter.

**Why are you requesting?**

The Jet A Aviation Fuel is only available at Signature Flight Support located at the Blue Grass Airport. This is the only airport in this immediate area that provides this product. The aviation fuel is discounted \$1.10 per gallon. The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to establishing Signature Flight Support as a sole source vendor for fuel for the Department helicopter.

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

The gas price fluctuates during the year, but the vendor is allowing a \$1.10 per gallon discount.

**Are the funds budgeted?** Yes - Accounting – 1132-505501-5511-75801 – Asset Forfeiture

**File Number:** 0244-26

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

LBW/rmh



## 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 Lt Jeremy Brislin      Division/Dept.: Police/Public Safety

Phone 859-280-8472      Email: JBrislin@lexingtonpolice.ky.gov

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

Cost: Market Value (discounted \$1.10 per gallon)

Sole Source Request for the Purchase of: Jet A Aviation Fuel for Police Helicopter

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 Signature Flight Support

Contact Name: Ryan Frost

Address 4308 Hangar Drive

Phone: 859-255-7724      Email: Ryan.Frost@signatureaviation.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

*Jet Aviation fuel is only available at Signature Flight Support located at Bluegrass Airport. The next closest vendor is located in Georgetown, Kentucky.*

**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.

Uniqueness of the service. Describe.

*Jet A fuel (aviation) is only available at Bluegrass Airport*

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

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

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

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



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

*This product is only available at an airport. Lexington Bluegrass Airport is the only airport in this immediate area that provides this product. Georgetown and Frankfort have airports but it is not economically feasible to fly to these locations to obtain fuel. Fuel is not readily available after 5 p.m. each day at these locations while it is available 24 hours a day at Lexington Airport. Most flying in the helicopter is conducted after 5 p.m. on a regular basis and for emergencies.*

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

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

*The aviation fuel is discounted \$ 1.10 per gallon. Signature Flight Support is the only vendor in Lexington that sells this product.*

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

*\$1.10 per gallon discount and state tax exempt. The prices fluctuate during the year.*

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE JET A AVIATION FUEL FROM SIGNATURE FLIGHT AIR INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SIGNATURE FLIGHT AIR INC., RELATED TO THE PROCUREMENT AT A COST DISCOUNT OF \$1.10 PER GALLON BASED ON FLUCTUATING PRICES.

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

Section 1 – That the Division of Police is authorized to purchase Jet A Aviation Fuel from Signature Flight Aire Inc., 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 Signature Flight Aire Inc., related to the procurement.

Section 2 – That payment to Signature Flight Air Inc., from account #1132-505501-75801 at a cost discount of \$1.10 per gallon based on fluctuating prices.

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

0244-26:MRS:4925-9740-5848, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0251-26**

**File ID:** 0251-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Chief  
Administrative  
Officer

**File Created:** 03/18/2026

**File Name:** Reorganization of the Divisions of Engineering and Building Inspection

**Final Action:**

**Title:**

Authorization to reorganize LFUCG divisions and departments, transferring the Division of Engineering and the Division of Building Inspection, from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, including all incumbents in all authorized positions and all vacant positions at their current job classification, pay grade and salary. Effective upon passage of Council, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026. (L0251-26) (Hamilton)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Memo - reorg Engineering Building Inspection, ORD 251-26 Reorg of Engineering and Building Inspection 4896-3170-9592 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Hilary

**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 0251-26

**Title**

Authorization to reorganize LFUCG divisions and departments, transferring the Division of Engineering and the Division of Building Inspection, from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, including all incumbents in all authorized positions and all vacant positions at their current job

classification, pay grade and salary. Effective upon passage of Council, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026. (L0251-26) (Hamilton)

**Summary**

Authorization to reorganize LFUCG divisions and departments, transferring the Division of Engineering and the Division of Building Inspection, from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, including all incumbents in all authorized positions and all vacant positions at their current job classification, pay grade and salary. Effective upon passage of Council, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026. (L0251-26) (Hamilton)

Budgetary Implications: no

Advance Document Review: yes

**Law:** Michael Cravens

**Risk Management:** No

Fully Budgeted: yes

Account Number:

This Fiscal Year Impact:

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor  
Urban County Council

FROM: Sally Hamilton,  
Chief Administrative Officer

DATE: March 18, 2026

SUBJECT: Reorganization of the Divisions of Engineering and Building Inspection

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Request: Authorization to reorganize LFUCG divisions and departments, transferring the Division of Engineering and the Division of Building Inspection, from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, including all incumbents in all authorized positions and all vacant positions at their current job classification, pay grade and salary. Effective upon passage of Council, provided that implementation of all accompanying financial updates shall be made effective July 1, 2026.

Purpose of Request: Both divisions were part of the Department of Planning and Preservation before the department was restructured several years ago. After reviewing how the teams currently work, their operational needs, and the administration's long-term goals, bringing them back to the Department of Planning and Preservation will help improve efficiency, coordination, and overall service delivery. This move will strengthen collaboration, create a more integrated approach to managing growth and development, and help balance workloads more evenly across departments.

Cost: No budgetary impact.

File Number: 251-26

Director/Commissioner: Hamilton



ORDINANCE NO. \_\_\_\_\_ - 2026

AN ORDINANCE PURSUANT TO SECTION 6.12 OF THE CHARTER OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REORGANIZE AND RESTRUCTURE LFUCG DIVISIONS AND DEPARTMENTS, AS FOLLOWS: TRANSFERRING THE DIVISION OF ENGINEERING AND ALL INCUMBENTS IN ALL AUTHORIZED POSITIONS AND ALL VACANT POSITIONS AT THEIR CURRENT JOB CLASSIFICATION, PAY GRADE, AND SALARY, FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS TO THE DEPARTMENT OF PLANNING AND PRESERVATION; TRANSFERRING THE DIVISION OF BUILDING INSPECTION AND ALL INCUMBENTS IN ALL AUTHORIZED POSITIONS AND ALL VACANT POSITIONS AT THEIR CURRENT JOB CLASSIFICATION, PAY GRADE, AND SALARY, FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS TO THE DEPARTMENT OF PLANNING AND PRESERVATION; WITH SUCH REORGANIZATION EFFECTIVE UPON PASSAGE OF COUNCIL, BUT PROVIDED THAT IMPLEMENTATION OF ALL ACCOMPANYING FINANCIAL UPDATES SHALL BE MADE EFFECTIVE JULY 1, 2026.

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WHEREAS, Section 6.12 of the Charter of the Lexington-Fayette Urban County Government provides that the Council shall have the power to consolidate, divide, and otherwise restructure the organization of departments, offices and divisions; and

WHEREAS, it has been determined that the effective and efficient operation of government will occur by transferring the Division of Engineering and the Division of Building Inspection and their employees to the Department of Planning and Preservation, effective upon passage of Council, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026.

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

Section 1 – That the Division of Engineering and the incumbents in all authorized positions and all vacant positions be and hereby are transferred from the Department of Environmental Quality and Public Works to the Department of Planning and Preservation, at their current job classification, pay grade, and salary.

Section 2 – That the Division of Building Inspection and the incumbents in all authorized positions and all vacant positions be and hereby are transferred from the Department of Environmental Quality and Public Works to the

Department of Planning and Preservation, at their current job classification, pay grade, and salary.

Section 3 – That this Ordinance shall be effective upon the date of its passage, but provided that implementation of all accompanying financial updates shall be made effective July 1, 2026.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

251-26:MSC:4896-3170-9592, v. 1